# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

**FINAL AGENDA (revised)**
**CITY COUNCIL**
**MARCH 20, 2001**

A meeting of the Fayetteville City Council will be held on March 20, 2001 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:** Approval of the minutes of the March 6, 2001 City Council meeting.

2. **LS 01-4.00:** A resolution allowing a lesser dedication of right-of-way than required by the Master Street Plan for LS 01-4.00 submitted by David E. Lashley on behalf of Mary Pauline Reed Trust for property located at 2283 S. School.

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

4. **WHITE RIVER BRIDGE:** A resolution approving a construction contract with J&L Construction Company in the amount of $274,873.00 for the White River Bridge, Highway 45 E., water main relocation project; and approval of a 15% project contingency in the amount of $41,230.

5. **WHITE RIVER BRIDGE:** A resolution approving Amendment No. 1 to the engineering contract with McClelland Consulting Engineers, Inc. in the amount of $29,920.00 for the White River Bridge, Highway 45 E., water main relocation project; and approval of a 15% project contingency in the amount of $4,488.

6. **LIBRARY:** A resolution approving a contract amendment in the amount of $21,060.00 for architectural services for the new Fayetteville Public Library and approval of a budget adjustment funding the change orders.

7. **TREE AND TRAILS TASK FORCE:** A resolution creating a Tree and Trails Task Force composed of six members, all residents of Fayetteville, appointed by the City Council to two year terms as required by the Tree Settlement Agreement, Serafini, et al v. City of Fayetteville, et al.

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

## B. OLD BUSINESS

1. **CIVIL SERVICE:** An ordinance granting authority to the Fayetteville Civil Service Commission to appoint and remove the Police and Fire Chief; and for other purposes. The ordinance was left on the second reading at the March 6, 2001 City Council meeting.

2. **RZ 01-2.00:** An ordinance approving rezoning request RZ 01-2.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of J.E. Lindsey Family Limited Partnership for property located south of Chamberland Square and east of Betty Jo Drive to Shiloh Drive. The property is zoned C-2, Thoroughfare Commercial and contains approximately 18.25 acres. The request is to rezone to R-2, Medium Density Residential. The ordinance was left on the first reading at the March 6, 2001 City Council meeting.

3. **SHILOH WEST APARTMENTS:** An ordinance approving a waiver of Ordinance 3793 to accept land and money in lieu as park land requirement of Shiloh West Apartments Subdivision. The ordinance was left on the first reading at the March 6, 2001 City Council meeting.

## C. NEW BUSINESS

1. **TRAILS GRANT:** A resolution authorizing the Parks and Recreation Division to apply for up to $80,000 (80/20 matching funds) in grant money for the development of a multi-use trail at Lake Fayetteville.

2. **RADIO SYSTEM BID WAIVER:** An ordinance waiving competitive bidding for purchase of special radio equipment from Motorola.

3. **RADIO SYSTEM:** A resolution awarding a contract to Motorola Inc. in the amount of $1,769,013.54 to upgrade and enhance the 800 Mhz Radio System, construct a radio building at tower site in the amount of $48,000, project contingency of $40,000 and approval of a budget adjustment to complete Phase I.,

4. **VA 01-2.00:** An ordinance approving vacation request VA 01-2.00 as submitted by Al Harris of Crafton, Tull and Associates on behalf of Scurlock Industries for property located at 3725 S. McCollum. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 14.38 acres. The request is to vacate a water line easement.

5. **LSD 01-1.00:** A resolution approving a waiver of right-of-way dedication for Old Gregg Avenue as requested for LSD 01-1.00 submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Sweetser LTD Partnership for property located between Elm and Township and west of Gregg Street.

6. **DOUBLE SPRINGS ROAD:** A resolution authorizing the City Attorney to seek possession of lands owned by Richard L. and June Hill, 686 N. Double Springs Road, for roadway and water line easements due to the inability of obtaining all legal signatures on the specific documents.

7. **PARKS HMR TAX:** An ordinance codifying Ordinance 3900 of the City of Fayetteville, Arkansas and amending said ordinance to provide penalties and enforcement, allowing examination of records and investigations, and providing for rule making power.

8. **HMR TAX:** An ordinance amending Section 35.20 of the Code of Fayetteville, Transient Occupancy Tax, levy of tax to provide penalties and enforcement, allowing examination of records and investigations and providing for rule making power.

9. **JUVENILE CONCERNS COMMITTEE:** An ordinance amending Ordinance 3875 to change the name of the Juvenile Concerns Committee to Youth Advocacy Committee.

10. **HOUSE BILLS 2343 AND 2305:** A resolution opposing proposed House Bills 2343 and 2305 and notifying the Arkansas Legislature, Municipal League, and Governor's Office of such opposition.

Meeting of March 20, 2001

BP 4-0.

| ROLL. | | | CONSENT | | |
|---|---|---|---|---|---|
| DAVIS | ✓ | | ✓ | | |
| SANTOS | ✓ | | ✓ | | |
| JORDAN | ✓ | | ✓ | | |
| REYNOLDS | ✓ | | ✓ | | |
| THIEL | ✓ | | ✓ | | |
| YOUNG | ✓ | | ✓ | | |
| ZURCHER | ✓ absent | | ✓ | | |
| TRUMBO | ✓ | | ✓ | | |
| COODY | ✓ | | | | |
| | | | 8-0 | | |

CH 3ED. BD to TABLE.

| CIVIL SERVICE. | H. | H | | | |
|---|---|---|---|---|---|
| DAVIS | ✓ | ✓ | | | |
| SANTOS | ✓ | ✓ | | | |
| JORDAN | ✓ | ✓ | | | |
| REYNOLDS | ✓ | ✓ | | | |
| THIEL | ✓ | ✓ | | | |
| YOUNG | ✓ | ✓ | | | |
| ZURCHER | ✓ | ✓ | | | |
| TRUMBO | ✓ | ✓ | | | |
| COODY | | | | | |
| | | | | | |

Meeting of March 20, 2001

| | | | | | |
|---|---|---|---|---|---|
| EZ 01-20 | KS BD 3RD | PASS | | | |
| DAVIS | ✓ | ✓ | | | |
| SANTOS | ✓ | ✓ | | | |
| JORDAN | ✓ | ✓ | | | |
| REYNOLDS | ✓ | ✓ | | | |
| THIEL | ✓ | ✓ | | | |
| YOUNG | ✓ | ✓ | | | |
| ZURCHER | ✓ | ✓ | | | |
| TRUMBO | ✓ | abstain. | | | |
| COODY | | | | | |
| | | 7-0-1 | | | |

| | | | | | |
|---|---|---|---|---|---|
| Shiloh grant * | BP LJ 3RD. | PASS | | | |
| DAVIS | ✓ | ✓ | | | |
| SANTOS | ✓ | ✓ | | | |
| JORDAN | ✓ | ✓ | | | |
| REYNOLDS | ✓ | ✓ | | | |
| THIEL | ✓ | ✓ | | | |
| YOUNG | ✓ | ✓ | | | |
| ZURCHER | ✓ | ✓ | | | |
| TRUMBO | ✓ | abstain. | | | |
| COODY | | | | | |
| | 8-0. | 7-0-1 | | | |

* March 27 w/s committee following agenda session. / public hearing??
Check w/ Kevin Community committee.
Dan & John.

Meeting of March 20, 2001

| | | | | | |
|---|---|---|---|---|---|
| TREE & TRAILS TASK FORCE. | CLS. | | | | |
| DAVIS | ✓ | | | | |
| SANTOS | ✓ | | | | |
| JORDAN | ✓ | | | | |
| REYNOLDS | ✓ | | | | |
| THIEL | ✓ | | | | |
| YOUNG | ✓ | | | | |
| ZURCHER | ✓ | | | | |
| TRUMBO | ✓ | | | | |
| COODY | | | | | |
| | 8-0 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| TRAILS GRANT | KS LJ. | | | | |
| DAVIS | ✓ | | | | |
| SANTOS | ✓ | | | | |
| JORDAN | ✓ | | | | |
| REYNOLDS | ✓ | | | | |
| THIEL | ✓ | | | | |
| YOUNG | ✓ | | | | |
| ZURCHER | ✓ | | | | |
| TRUMBO | ✓ | | | | |
| COODY | | | | | |
| | 8-0. | | | | |

Meeting of March 20, 2001

| RADIO BIO WAIVER. KS LJ 2ND. | | BD LJ - BRD | | Exclude BD KS. | |
|---|---|---|---|---|---|
| DAVIS | ✓ | ✓ | ✓ | ✓ | |
| SANTOS | ✓ | ✓ | ✓ | ✓ | |
| JORDAN | ✓ | ✓ | ✓ | ✓ | |
| REYNOLDS | ✓ | ✓ | ✓ | ✓ | |
| THIEL | ✓ | ✓ | ✓ | ✓ | |
| YOUNG | ✓ | ✓ | ✓ | ✓ | |
| ZURCHER | ✓ | ✓ | ✓ | ✓ | |
| TRUMBO | ✓ | ✓ | ✓ | ✓ | |
| COODY | | | ✓ | | |
| | 8-0. | 8-0. | 8-0 | 8-0. | |

| RADIO SYSTEM. KS BD. | | | | | |
|---|---|---|---|---|---|
| DAVIS | ✓ | | | | |
| SANTOS | ✓ | | | | |
| JORDAN | ✓ | | | | |
| REYNOLDS | ✓ | | | | |
| THIEL | ✓ | | | | |
| YOUNG | ✓ | | | | |
| ZURCHER | ✓ | | | | |
| TRUMBO | ✓ | | | | |
| COODY | | | | | |
| | 8-0. | | | | |

Meeting of March 20, 2001

| VR 01-2.00 | 1st BD 2ND | 1st BD 3RD | DAES | | |
|---|---|---|---|---|---|
| DAVIS | ✓ | ✓ | ✓ | | |
| SANTOS | ✓ | ✓ | ✓ | | |
| JORDAN | ✓ | ✓ | ✓ | | |
| REYNOLDS | ✓ | ✓ | ✓ | | |
| THIEL | ✓ | ✓ | ✓ | | |
| YOUNG | ✓ | ✓ | ✓ | | |
| ZURCHER | ✓ | ✓ | ✓ | | |
| TRUMBO | ✓ | ✓ | ✓ | | |
| COODY | | | | | |
| | 8-0 | 8-0 | 6-2-0 | | |

| CSP. 01-1.00 LD KS. | | | | | |
|---|---|---|---|---|---|
| DAVIS | ✓ | | | | |
| SANTOS | ✓ | | | | |
| JORDAN | ✓ | | | | |
| REYNOLDS | ✓ | | | | |
| THIEL | ✓ | | | | |
| YOUNG | ✓ | | | | |
| ZURCHER | ✓ | | | | |
| TRUMBO | ✓ | | | | |
| COODY | | | | | |
| | 6-1-1 | | | | |

Meeting of March 20, 2001

| ~~Brush Creek Rd.~~ BD LJ | | | | | |
|---|---|---|---|---|---|
| DAVIS | ✓ | | | | |
| SANTOS | ✓ | | | | |
| JORDAN | ✓ | | | | |
| REYNOLDS | ✓ | | | | |
| THIEL | ✓ | | | | |
| YOUNG | ✓ | | | | |
| ZURCHER | ✓ | | | | |
| TRUMBO | ✓ | | | | |
| COODY | | | | | |
| | 7-0. | | | | |

| ~~Park Hwy Imp.~~ KS BD. | KS 2ND. | KS 3RD. DR | PASS | | |
|---|---|---|---|---|---|
| DAVIS | ✓ | ✓ | ✓ | | |
| SANTOS | ✓ | ✓ | ✓ | | |
| JORDAN | ✓ | ✓ | ✓ | | |
| REYNOLDS | ✓ | ✓ | ✓ | | |
| THIEL | ✓ | ✓ | ✓ | | |
| YOUNG | ✓ | ✓ | ✓ | | |
| ZURCHER | ✓ | ✓ | ✓ | | |
| TRUMBO | ✓ | ✓ | ✓ | | |
| COODY | | | | | |
| | | | | | |

Meeting of March 20, 2001

| HMR 78x | 3D CJ. 2ND | PD LJ 3RD | PASS | | |
|---|---|---|---|---|---|
| DAVIS | ✓ | ✓ | ✓ | | |
| SANTOS | ✓ | ✓ | ✓ | | |
| JORDAN | ✓ | ✓ | ✓ | | |
| REYNOLDS | ✓ | ✓ | ✓ | | |
| THIEL | ✓ | ✓ | ✓ | | |
| YOUNG | ✓ | ✓ | ✓ | | |
| ZURCHER | ✓ | ✓ | ✓ | | |
| TRUMBO | ✓ | ✓ | ✓ | | |
| COODY | | | | | |
| | | | 8-0 | | |

| Jeannette Garcia. | 3D LJ. 2ND | LJ RT 3RD | PASS | | |
|---|---|---|---|---|---|
| DAVIS | ✓ | ✓ | ✓ | | |
| SANTOS | ✓ | ✓ | ✓ | | |
| JORDAN | ✓ | ✓ | ✓ | | |
| REYNOLDS | ✓ | ✓ | ✓ | | |
| THIEL | ✓ | ✓ | ✓ | | |
| YOUNG | ✓ | ✓ | ✓ | | |
| ZURCHER | ✓ | ✓ | ✓ | | |
| TRUMBO | ✓ | ✓ | ✓ | | |
| COODY | | | | | |
| | | | | | |

Meeting of March 20, 2001 to approve

| HOUSE BILLS. ICS | | | | | |
|---|---|---|---|---|---|
| DAVIS | ✓ | | | | |
| SANTOS | ✓ | | | | |
| JORDAN | ✓ | | | | |
| REYNOLDS | ✓ | | | | |
| THIEL | ✓ | | | | |
| YOUNG | ✓ | | | | |
| ZURCHER | ✓ | | | | |
| TRUMBO | Absent | | | | |
| COODY | | | | | |
| | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| DAVIS | | | | | |
| SANTOS | | | | | |
| JORDAN | | | | | |
| REYNOLDS | | | | | |
| THIEL | | | | | |
| YOUNG | | | | | |
| ZURCHER | | | | | |
| TRUMBO | | | | | |
| COODY | | | | | |
| | | | | | |

adjourned. 10:00 pm.

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

**FINAL AGENDA (revised)**
**CITY COUNCIL**
**MARCH 20, 2001**

A meeting of the Fayetteville City Council will be held on March 20, 2001 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PASS

**A. CONSENT**

1. **APPROVAL OF THE MINUTES:** Approval of the minutes of the March 6, 2001 City Council meeting.

34-01 (2.) ✓ **LS 01-4.00:** A resolution allowing a lesser dedication of right-of-way than required by the Master Street Plan for LS 01-4.00 submitted by David E. Lashley on behalf of Mary Pauline Reed Trust for property located at 2283 S. School.

35-01 (3.) ✓ **CONSTRUCTION MATERIALS:** A resolution awarding bids for construction materials utilized by various divisions of the City.

36-01 (4.) ✓ **WHITE RIVER BRIDGE:** A resolution approving a construction contract with J&L Construction Company in the amount of $274,873.00 for the White River Bridge, Highway 45 E., water main relocation project; and approval of a 15% project contingency in the amount of $41,230.

37-01 (5.) ✓ **WHITE RIVER BRIDGE:** A resolution approving Amendment No. 1 to the engineering contract with McClelland Consulting Engineers, Inc. in the amount of $29,920.00 for the White River Bridge, Highway 45 E., water main relocation project; and approval of a 15% project contingency in the amount of $4,488.

38-01 (6.) ✓ **LIBRARY:** A resolution approving a contract amendment in the amount of $21,060.00 for architectural services for the new Fayetteville Public Library and approval of a budget adjustment funding the change orders.

REMOVED FROM CONSENT. NB. (7.) 39-01 ✓ **TREE AND TRAILS TASK FORCE:** A resolution creating a Tree and Trails Task Force composed of six members, all residents of Fayetteville, appointed by the City Council to two year terms as required by the Tree Settlement Agreement, Serafini, et al v. City of Fayetteville, et al.

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

**B. OLD BUSINESS**

TABLED ON 3RD

1. **CIVIL SERVICE:** An ordinance granting authority to the Fayetteville Civil Service Commission to appoint and remove the Police and Fire Chief; and for other purposes. The ordinance was left on the second reading at the March 6, 2001 City Council meeting. TABLED ON 3RD READING.

PASS 4298

2. **RZ 01-2.00:** An ordinance approving rezoning request RZ 01-2.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of J.E. Lindsey Family Limited Partnership for property located south of Chamberland Square and east of Betty Jo Drive to Shiloh Drive. The property is zoned C-2, Thoroughfare Commercial and contains approximately 18.25 acres. The request is to rezone to R-2, Medium Density Residential. The ordinance was left on the first reading at the March 6, 2001 City Council meeting.

PASS 4299

3. **SHILOH WEST APARTMENTS:** An ordinance approving a waiver of Ordinance 3793 to accept land and money in lieu as park land requirement of Shiloh West Apartments Subdivision. The ordinance was left on the first reading at the March 6, 2001 City Council meeting.

**C. NEW BUSINESS**

PASS → TREE & TRAILS TASK FORCE.

PASS 40-0

1. **TRAILS GRANT:** A resolution authorizing the Parks and Recreation Division to apply for up to $80,000 (80/20 matching funds) in grant money for the development of a multi-use trail at Lake Fayetteville.

PASS. 4300

2. **RADIO SYSTEM BID WAIVER:** An ordinance waiving competitive bidding for purchase of special radio equipment from Motorola.

PASS 40-01 41-01

3. **RADIO SYSTEM:** A resolution awarding a contract to Motorola Inc. in the amount of $1,769,013.54 to upgrade and enhance the 800 Mhz Radio System, construct a radio building at tower site in the amount of $48,000, project contingency of $40,000 and approval of a budget adjustment to complete Phase I.,

PASS 4301

4. **VA 01-2.00:** An ordinance approving vacation request VA 01-2.00 as submitted by Al Harris of Crafton, Tull and Associates on behalf of Scurlock Industries for property located at 3725 S. McCollum. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 14.38 acres. The request is to vacate a water line easement.

PASS 42-01

5. **LSD 01-1.00:** A resolution approving a waiver of right-of-way dedication for Old Gregg Avenue as requested for LSD 01-1.00 submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Sweetser LTD Partnership for property located between Elm and Township and west of Gregg Street.

PASS 4301

6. **DOUBLE SPRINGS ROAD:** A resolution authorizing the City Attorney to seek possession of lands owned by Richard L. and June Hill, 686 N. Double Springs Road, for roadway and water line easements due to the inability of obtaining all legal signatures on the specific documents.

PASS 4302

7. **PARKS HMR TAX:** An ordinance codifying Ordinance 3900 of the City of Fayetteville, Arkansas and amending said ordinance to provide penalties and enforcement, allowing examination of records and investigations, and providing for rule making power.

PASS 4303

8. **HMR TAX:** An ordinance amending Section 35.20 of the Code of Fayetteville, Transient Occupancy Tax, levy of tax to provide penalties and enforcement, allowing examination of records and investigations and providing for rule making power.

PASS 4304

9. **JUVENILE CONCERNS COMMITTEE:** An ordinance amending Ordinance 3875 to change the name of the Juvenile Concerns Committee to Youth Advocacy Committee.

PASS 44-01

10. **HOUSE BILLS 2343 AND 2305:** A resolution opposing proposed House Bills 2343 and 2305 and notifying the Arkansas Legislature, Municipal League, and Governor's Office of such opposition.

mtg adjourned: 10:00

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

**FINAL AGENDA**
**CITY COUNCIL**
**MARCH 20, 2001**

A meeting of the Fayetteville City Council will be held on March 20, 2001 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:** Approval of the minutes of the March 6, 2001 City Council meeting.

2. **LS 01-4.00:** A resolution allowing a lesser dedication of right-of-way than required by the Master Street Plan for LS 01-4.00 submitted by David E. Lashley on behalf of Mary Pauline Reed Trust for property located at 2283 S. School. ~~The property is zoned C-2, Thoroughfare Commercial and contains approximately 3.01 acres.~~

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

4. **WHITE RIVER BRIDGE:** A resolution approving a construction contract with J&L Construction Company, for the White River Bridge, Highway 45 E., water main relocation project; and approval of a 15% project contingency in the amount of $41,230.

5. **WHITE RIVER BRIDGE:** A resolution approving Amendment No. 1 to the engineering contract with McClelland Consulting Engineers, Inc. for the White River Bridge, Highway 45 E., water main relocation project; and approval of a 15% project contingency in the amount of $4,488.

6. **LIBRARY:** A resolution approving a contract amendment for architectural services for the new Fayetteville Public Library and approval of a budget adjustment funding the change orders.

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

7. **TREE AND TRAILS TASK FORCE:** A resolution creating a Tree and Trails Task Force composed of six members, all residents of Fayetteville, appointed by the City Council to two year terms as required by the Tree Settlement Agreement, Serafini, et al v. City of Fayetteville, et al.

Remove from consent.

## B. OLD BUSINESS

1. **CIVIL SERVICE:** An ordinance granting authority to the Fayetteville Civil Service Commission to appoint and remove the Police and Fire Chief; and for other purposes. The ordinance was left on the second reading at the March 6, 2001 City Council meeting. Need memo!

2. **RZ 01-2.00:** An ordinance approving rezoning request RZ 01-2.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of J.E. Lindsey Family Limited Partnership for property located south of Chamberland Square and east of Betty Jo Drive to Shiloh Drive. The property is zoned C-2, Thoroughfare Commercial and contains approximately 18.25 acres. The request is to rezone to R-2, Medium Density Residential. The ordinance was left on the first reading at the March 6, 2001 City Council meeting.

3. **SHILOH WEST APARTMENTS:** An ordinance approving a waiver of Ordinance 3793 to accept land and money in lieu as park land requirement of Shiloh West Apartments Subdivision. The ordinance was left on the first reading at the March 6, 2001 City Council meeting.

## C. NEW BUSINESS

1. **TRAILS GRANT:** A resolution authorizing the Parks and Recreation Division to apply for up to $80,000 (80/20 matching funds) in grant money for the development of a multi-use trail at Lake Fayetteville.

2. **RADIO SYSTEM BID WAIVER:** An ordinance waiving competitive bidding for purchase of special radio equipment from Motorola.

3. **RADIO SYSTEM:** A resolution awarding a contract to Motorola Inc. in the amount of $1,769,013.54 to upgrade and enhance the 800 Mhz Radio System, construct a radio building at tower site in the amount of $48,000, project contingency of $40,000 and approval of a budget adjustment to complete Phase I.,

4. **VA 01-2.00:** An ordinance approving vacation request VA 01-2.00 as submitted by Al Harris of Crafton, Tull and Associates on behalf of Scurlock Industries for property located at 3725 S. McCollum. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 14.38 acres. The request is to vacate a water line easement.

5. **LSD 01-1.00:** A resolution approving a waiver of right-of-way dedication for Old Gregg Avenue as requested for LSD 01-1.00 submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Sweetser LTD Partnership for property located between Elm and Township and west of Gregg Street.

6. **DOUBLE SPRINGS ROAD:** A resolution authorizing the City Attorney to seek possession of lands owned by Richard L. and June Hill, 686 N. Double Springs Road, for roadway and water line easements due to the inability of obtaining all legal signatures on the specific documents.

7. **PARKS HMR TAX:** An ordinance codifying Ordinance 3900 of the City of Fayetteville, Arkansas and amending said ordinance to provide penalties and enforcement, allowing examination of records and investigations, and providing for rule making power.

ICIT / AMENDMENT LORD

8. **HMR TAX:** An ordinance amending Section 35.20 of the Code of Fayetteville, Transient Occupancy Tax, levy of tax to provide penalties and enforcement, allowing examination of records and investigations and providing for rule making power.

9. **JUVENILE CONCERNS COMMITTEE:** An ordinance amending Ordinance 3875 to change the name of the Juvenile Concerns Committee to Youth Advocacy Committee.

10. **HOUSE BILLS 2343 AND 2305:** A resolution opposing proposed House Bills 2343 and 2305 and notifying the Arkansas Legislature, Municipal League, and Governor's Office of such opposition.

NEED HOUSE BILLS.

SEE ICIT.

Consent Announcements.

11. FIRST NIGHT. - March 31 →

**RESOLUTION NO. _____**

A RESOLUTION APPROVING A CONTRACT AMENDMENT IN THE AMOUNT OF TWENTY-SIX THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($26,750.00) WITH GARVER ENGINEERS IN CONNECTION WITH THE DESIGN OF THE PARKING DECK ON THE E. J. BALL LOT.

**WHEREAS,** the original contract did not allow for the funding of a Programming Phase for the project; and

**WHEREAS,** the City has now requested that Garver Engineers present alternative deck layouts, and participate in presentations to City Staff and the public; and

**WHEREAS,** the E. J. Ball lot is approximately one-third larger than that originally proposed; and

**WHEREAS,** the Off Street Parking Authority has agreed to reimburse the City for Fifty Percent (50%) of the increased expense up to Twelve Thousand Five Hundred Dollars ($12,500.00).

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

Section 1. That the City Council hereby Approves a contract amendment in the amount of Twenty-Six Thousand Seven Hundred and Fifty Dollars ($26,750.00) with Garver Engineers in connection with the design of the parking deck on the E. J. Ball lot.

Section 2. That the City Council authorizes the Mayor to sign such an amendment to the contract with Garver Engineers.

Section 3. That upon payment to Garver Engineers, the City will bill the Off Street Parking Authority for 50% of its payment, not to exceed $12.500.

PASSED AND APPROVED this _____ day of March, 2001.

APPROVED:

By: _____
**DAN COODY,** Mayor

**RESOLUTION NO. _____**

A RESOLUTION AWARDING BID 01-13 TO WILLIAMS TRACTOR IN THE AMOUNT OF ONE HUNDRED ELEVEN THOUSAND SEVEN HUNDRED AND SEVENTY-EIGHT DOLLARS ($111,778.00) AND AUTHORIZING THE PURCHASE OF TWO TRAILER MOUNTED GENERATOR SETS.

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

Section 1. That the City Council hereby Awards Bid 01-13 to Williams Tractor in the Amount of One Hundred Eleven Thousand Seven Hundred and Seventy-eight Dollars ($111,778.00).

Section 2. That the City Council hereby authorizes the payment of this $111,778.00 for the purchase of two trailer mounted generator sets.

PASSED AND APPROVED this _____ day of March, 2001.

APPROVED:

By: _____
**DAN COODY,** Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

March 20, 2001

To all City Aldermen,

My plans for hiring a new Fire Chief include enlisting the expertise of a group of professionals and other stakeholders to help select the strongest resumes. I expect this group to consist of:

- two Civil Service Commissioners
- two City Aldermen
- a Public Administration professor from the University of Arkansas
- our Interim Fire Chief
- our Personnel Director, and
- our Administrative Services Director

As Mayor, I will continue recruiting and hiring the most highly qualified candidate for any job we offer in this administration.

Sincerely,

Dan Coody
Mayor

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

Resolution in Opposition to Arkansas House Bills 2343 and 2305

We the Fayetteville Tree and Landscape Advisory Committee, by unanimous vote, support the resolution before the Fayetteville City Council in opposition to Arkansas House Bills 2343 and 2305. We strongly believe that these bills would, if passed, undercut many of the Fayetteville ordinances which are vitally important in providing for and protecting property values and good quality of life in Fayetteville. (eight of nine members being present).

John DuVal
Tree and Landscape Advisory Committee Member
Fayetteville, Arkansas
20 March 2001

**RESOLUTION NO. _____**

**A RESOLUTION OPPOSING PROPOSED HOUSE BILLS 2343 AND 2305 AND NOTIFYING THE ARKANSAS LEGISLATURE, MUNICIPAL LEAGUE, AND GOVERNOR'S OFFICE OF SUCH OPPOSITION.**

**WHEREAS**, our citizens' health, safety, and investment in real estate have long been preserved and protected by zoning laws, building codes, and environmental regulations; and

**WHEREAS**, the Fifth Amendment to the United State Constitution has for over 200 years protected private property rights so that landowners must receive fair compensation if their property is taken for public use; and

**WHEREAS**, proposed House Bill 2343 and 2305 would cripple our City's efforts to preserve Fayetteville's beauty, quality of life and economic vitality by placing a financial straightjacket on any effort to manage our growth, preserve neighborhood integrity, improve building and landscaping requirements, ensure environmental protection, and preserve green space and park land; and obtain help building necessary infrastructure; and

**WHEREAS**, our taxpayers would suffer as House Bill 2343 and 2305 would encourage extensive and costly litigation and require payments to landowners or their attorneys even in questionable, minor cases, and;

**WHEREAS**, these Bills would apply to many state agencies, to all County regulations, and to all City ordinances which now ensure proper zoning, restrict incompatible uses of property, and provide for green space and landscaping requirements as well as tree preservation and protection.

where Fed regulations — would have some effect.

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

Section 1. That the City of Fayetteville, Arkansas strongly opposes every part of proposed House Bills 2343 and 2305 and urges their complete and total defeat by the Legislature and veto by the Governor, if need arises.

Section 2. That a copy of this resolution shall be transmitted to every Arkansas legislator, both Representative and Senator, the Municipal League and the Governor's Office.

Sect 3 City of Fay Stmy opposes Resolution. 5 copies sent

**PASSED AND APPROVED** this _____ day of March, 2001.

APPROVED:

By: _____

**DAN COODY**, Mayor

ATTEST:

By: _____

Heather Woodruff, City Clerk

**ORDINANCE NO. _____**

AN ORDINANCE CODIFYING ORDINANCE 3900 OF THE CITY OF FAYETTEVILLE, ARKANSAS AND AMENDING SAID ORDINANCE TO PROVIDE PENALTIES AND ENFORCEMENT, ALLOWING EXAMINATION OF RECORDS AND INVESTIGATIONS, AND PROVIDING FOR RULE MAKING POWER.

**WHEREAS**, a Special Referendum Election was held in the City of Fayetteville, Arkansas on the 14th day of November, 1995, on the question of levying an additional tax of an additional tax of 1% on gross receipts of hotels, motels and restaurants (known as the Parks HMR tax) and;

**WHEREAS**, the Special Election resulted in a majority of the voters in favor of such tax and the election was duly certified by the Washington County Board of Elections on November 15th, 1995, and;

**WHEREAS**, this ordinance should be codified as Sections 35.31, 35.32 and 35.99 as printed in the current Fayetteville Code of Ordinances, and;

**WHEREAS**, the City wishes to allow for the examination of taxpayer records and investigations to assist in the fair and accurate collection of the Parks Hotel, Motel and Restaurant tax and;

**WHEREAS**, provisions are needed for penalties against those who fail to comply with the Parks HMR tax ordinance and;

**WHEREAS**, the City believes that promulgating rules and regulations in administering the Parks HMR tax will be beneficial in fairly and accurately interpreting the provisions of the Parks HMR tax.

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

Section 1. That Ordinance 3900 shall be codified as Sections 35.31, 35.32 and 35.99 of the Code of Fayetteville.

Section 2. That §35.33 of the Code of Fayetteville is hereby added as follows:

*§35.33 Penalties and Enforcement.* The City may assess penalties and interest against taxpayers who fail to timely report or pay the tax. The penalty shall be equal to five percent (5%) of the unpaid tax amount per month not to exceed a total assessment of thirty-five percent (35%) of the unpaid tax. Simple interest on unpaid taxes shall be assessed at the rate of ten percent (10%) per annum. In addition, the City may exercise all powers listed under A.C.A.§26-75-603 (c) as may be amended from

time to time and may utilize the provisions of A.C.A. §26-75-603 (d) and (e) as may be amended from time to time in enforcing the tax.

Section 3. That §35.34 of the Code of Fayetteville is hereby added as follows:

*§35.34 Examinations and Investigations.* The collector of the tax in order to enforce the tax, by determining the accuracy of taxpayer reports and remittances, or fixing any liability under the ordinance, may make an examination or investigation of the place of business, the tangible personal property, equipment, and facilities, and the books, records, papers, vouchers, accounts, and documents of any taxpayer or other person. Every taxpayer or other person and his agents and employees shall exhibit to the collector these places and items and facilitate any examination or investigation.

Section 4. That §35.35 of the Code of Fayetteville is hereby added as follows:

*§35.35 Rules and Regulations.* The City after notice and public hearing may pass any rules and regulations necessary for carrying into effect the provisions for the enforcement of this ordinance.

**PASSED AND APPROVED** this _____ day of _____, 2001.

APPROVED:

BY: _____
**DAN COODY**, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

**ORDINANCE NO. _____**

AN ORDINANCE AMENDING §35.20 OF THE CODE OF FAYETTEVILLE (ORDINANCE NO. 2310, AS AMENDED), TRANSIENT OCCUPANCY TAX, LEVY OF TAX TO PROVIDE PENALTIES AND ENFORCEMENT, ALLOWING EXAMINATION OF RECORDS AND INVESTIGATIONS AND PROVIDING FOR RULE MAKING POWER.

WHEREAS, the City wishes to allow for the examination of taxpayer records and investigations to assist in the fair and accurate collection of the Hotel, Motel and Restaurant tax (hereinafter HMR tax) and;

WHEREAS, provisions are needed for penalties against those who fail to comply with the HMR tax ordinance and;

WHEREAS, the City believes that promulgating rules and regulations in administering the HMR tax will be beneficial in fairly and accurately interpreting the provisions of the HMR tax.

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

Section 1. That §35.25 of the Code of Fayetteville is hereby added as follows:

*§35.25 Penalties and Enforcement.* The City may assess penalties and interest against taxpayers who fail to timely report or pay the tax. The penalty shall be equal to five percent (5%) of the unpaid tax amount per month not to exceed a total assessment of thirty-five percent (35%) of the unpaid tax. Simple interest on unpaid taxes shall be assessed at the rate of ten percent (10%) per annum. In addition, the City may exercise all powers listed under A.C.A.§26-75-603 (c) as may be amended from time to time and may utilize the provisions of A.C.A. §26-75-603 (d) and (e) as may be amended from time to time in enforcing the tax.

Section 2. That §35.26 of the Code of Fayetteville is hereby added as follows:

*§35.26 Examinations and Investigations.* The collector of the tax in order to enforce the tax, by determining the accuracy of taxpayer reports and remittances, or fixing any liability under the ordinance, may make an examination or investigation of the place of business, the tangible personal property, equipment, and facilities, and the books, records, papers, vouchers, accounts, and documents of any taxpayer or other person. Every taxpayer or

other person and his agents and employees shall exhibit to the collector these places and items and facilitate any examination or investigation.

~~Section 3.~~ That §35.27 of the Code of Fayetteville is hereby added as follows:

*§35.27 Rules and Regulations.* The City after notice and public hearing may pass any rules and regulations necessary for carrying into effect the provisions for the enforcement of this ordinance.

**PASSED AND APPROVED** this _____ day of _____, 2001.

APPROVED:

BY: _____
**DAN COODY**, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

**ORDINANCE NO. _____**

AN ORDINANCE CODIFYING ORDINANCE 3900 OF THE CITY OF FAYETTEVILLE, ARKANSAS AND AMENDING SAID ORDINANCE TO PROVIDE PENALTIES AND ENFORCEMENT, ALLOWING EXAMINATION OF RECORDS AND INVESTIGATIONS, AND PROVIDING FOR RULE MAKING POWER.

**WHEREAS**, a Special Referendum Election was held in the City of Fayetteville, Arkansas on the 14th day of November, 1995, on the question of levying an additional tax of an additional tax of 1% on gross receipts of hotels, motels and restaurants (known as the Parks HMR tax) and;

**WHEREAS**, the Special Election resulted in a majority of the voters in favor of such tax and the election was duly certified by the Washington County Board of Elections on November 15th, 1995, and;

**WHEREAS**, this ordinance should be codified as Sections 35.31, 35.32 and 35.99 as printed in the current Fayetteville Code of Ordinances, and;

**WHEREAS**, the City wishes to allow for the examination of taxpayer records and investigations to assist in the fair and accurate collection of the Parks Hotel, Motel and Restaurant tax and;

**WHEREAS**, provisions are needed for penalties against those who fail to comply with the Parks HMR tax ordinance and;

**WHEREAS**, the City believes that promulgating rules and regulations in administering the Parks HMR tax will be beneficial in fairly and accurately interpreting the provisions of the Parks HMR tax.

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

Section 1. That Ordinance 3900 shall be codified as Sections 35.31, 35.32 and 35.99 of the Code of Fayetteville.

Section 2. That §35.33 of the Code of Fayetteville is hereby added as follows:

*§35.33 Penalties and Enforcement.* The City may assess penalties and interest against taxpayers who fail to timely report or pay the tax. The penalty shall be equal to five percent (5%) of the unpaid tax amount per month not to exceed a total assessment of thirty-five percent (35%) of the unpaid tax. Simple interest on unpaid taxes shall be assessed at the rate of ten percent (10%) per annum. In addition, the City may exercise all powers listed under A.C.A.§26-75-603 (c) as may be amended from

time to time and may utilize the provisions of A.C.A. §26-75-603 (d) and (e) as may be amended from time to time in enforcing the tax.

Section 3. That §35.34 of the Code of Fayetteville is hereby added as follows:

*§35.34 Examinations and Investigations.* The collector of the tax in order to enforce the tax, by determining the accuracy of taxpayer reports and remittances, or fixing any liability under the ordinance, may make an examination or investigation of the place of business, the tangible personal property, equipment, and facilities, and the books, records, papers, vouchers, accounts, and documents of any taxpayer or other person. Every taxpayer or other person and his agents and employees shall exhibit to the collector these places and items and facilitate any examination or investigation.

Section 4. That §35.35 of the Code of Fayetteville is hereby added as follows:

*§35.35 Rules and Regulations.* The City after notice and public hearing may pass any rules and regulations necessary for carrying into effect the provisions for the enforcement of this ordinance.

**PASSED AND APPROVED** this _____ day of _____, 2001.

APPROVED:

BY: _____
**DAN COODY**, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

**ORDINANCE NO. _____**

AN ORDINANCE AMENDING §35.20 OF THE CODE OF FAYETTEVILLE (ORDINANCE NO. 2310, AS AMENDED), TRANSIENT OCCUPANCY TAX, LEVY OF TAX TO PROVIDE PENALTIES AND ENFORCEMENT, ALLOWING EXAMINATION OF RECORDS AND INVESTIGATIONS AND PROVIDING FOR RULE MAKING POWER.

WHEREAS, the City wishes to allow for the examination of taxpayer records and investigations to assist in the fair and accurate collection of the Hotel, Motel and Restaurant tax (hereinafter HMR tax) and;

WHEREAS, provisions are needed for penalties against those who fail to comply with the HMR tax ordinance and;

WHEREAS, the City believes that promulgating rules and regulations in administering the HMR tax will be beneficial in fairly and accurately interpreting the provisions of the HMR tax.

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

~~Section 1.~~ That §35.25 of the Code of Fayetteville is hereby added as follows:

*§35.25 Penalties and Enforcement.* The City may assess penalties and interest against taxpayers who fail to timely report or pay the tax. The penalty shall be equal to five percent (5%) of the unpaid tax amount per month not to exceed a total assessment of thirty-five percent (35%) of the unpaid tax. Simple interest on unpaid taxes shall be assessed at the rate of ten percent (10%) per annum. In addition, the City may exercise all powers listed under A.C.A.§26-75-603 (c) as may be amended from time to time and may utilize the provisions of A.C.A. §26-75-603 (d) and (e) as may be amended from time to time in enforcing the tax.

~~Section 2.~~ That §35.26 of the Code of Fayetteville is hereby added as follows:

*§35.26 Examinations and Investigations.* The collector of the tax in order to enforce the tax, by determining the accuracy of taxpayer reports and remittances, or fixing any liability under the ordinance, may make an examination or investigation of the place of business, the tangible personal property, equipment, and facilities, and the books, records, papers, vouchers, accounts, and documents of any taxpayer or other person. Every taxpayer or

other person and his agents and employees shall exhibit to the collector these places and items and facilitate any examination or investigation.

Section 3. That §35.27 of the Code of Fayetteville is hereby added as follows:

*§35.27 Rules and Regulations.* The City after notice and public hearing may pass any rules and regulations necessary for carrying into effect the provisions for the enforcement of this ordinance.

**PASSED AND APPROVED** this _____ day of _____, 2001.

APPROVED:

BY: _____
**DAN COODY**, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

March 20, 2001

To all City Aldermen,

My plans for hiring a new Fire Chief include enlisting the expertise of a group of professionals and other stakeholders to help select the strongest resumes. I expect this group to consist of:

- two Civil Service Commissioners
- two City Aldermen
- a Public Administration professor from the University of Arkansas
- our Interim Fire Chief
- our Personnel Director, and
- our Administrative Services Director

As Mayor, I will continue recruiting and hiring the most highly qualified candidate for any job we offer in this administration.

Sincerely,

Dan Coody
Mayor

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

**ORDINANCE NO. _____**

AN ORDINANCE CODIFYING ORDINANCE 3900 OF THE CITY OF FAYETTEVILLE, ARKANSAS AND AMENDING SAID ORDINANCE TO PROVIDE PENALTIES AND ENFORCEMENT, ALLOWING EXAMINATION OF RECORDS AND INVESTIGATIONS, AND PROVIDING FOR RULE MAKING POWER.

**WHEREAS**, a Special Referendum Election was held in the City of Fayetteville, Arkansas on the 14th day of November, 1995, on the question of levying an additional tax of an additional tax of 1% on gross receipts of hotels, motels and restaurants (known as the Parks HMR tax) and;

**WHEREAS**, the Special Election resulted in a majority of the voters in favor of such tax and the election was duly certified by the Washington County Board of Elections on November 15th, 1995, and;

**WHEREAS**, this ordinance should be codified as Sections 35.31, 35.32 and 35.99 as printed in the current Fayetteville Code of Ordinances, and;

**WHEREAS**, the City wishes to allow for the examination of taxpayer records and investigations to assist in the fair and accurate collection of the Parks Hotel, Motel and Restaurant tax and;

**WHEREAS**, provisions are needed for penalties against those who fail to comply with the Parks HMR tax ordinance and;

**WHEREAS**, the City believes that promulgating rules and regulations in administering the Parks HMR tax will be beneficial in fairly and accurately interpreting the provisions of the Parks HMR tax.

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

Section 1. That Ordinance 3900 shall be codified as Sections 35.31, 35.32 and 35.99 of the Code of Fayetteville.

Section 2. That §35.33 of the Code of Fayetteville is hereby added as follows:

*§35.33 Penalties and Enforcement.* The City may assess penalties and interest against taxpayers who fail to timely report or pay the tax. The penalty shall be equal to five percent (5%) of the unpaid tax amount per month not to exceed a total assessment of thirty-five percent (35%) of the unpaid tax. Simple interest on unpaid taxes shall be assessed at the rate of ten percent (10%) per annum. In addition, the City may exercise all powers listed under A.C.A.§26-75-603 (c) as may be amended from

time to time and may utilize the provisions of A.C.A. §26-75-603 (d) and (e) as may be amended from time to time in enforcing the tax.

Section 3. That §35.34 of the Code of Fayetteville is hereby added as follows:

*§35.34 Examinations and Investigations.* The collector of the tax in order to enforce the tax, by determining the accuracy of taxpayer reports and remittances, or fixing any liability under the ordinance, may make an examination or investigation of the place of business, the tangible personal property, equipment, and facilities, and the books, records, papers, vouchers, accounts, and documents of any taxpayer or other person. Every taxpayer or other person and his agents and employees shall exhibit to the collector these places and items and facilitate any examination or investigation.

Section 4. That §35.35 of the Code of Fayetteville is hereby added as follows:

*§35.35 Rules and Regulations.* The City after notice and public hearing may pass any rules and regulations necessary for carrying into effect the provisions for the enforcement of this ordinance.

**PASSED AND APPROVED** this _____ day of _____, 2001.

APPROVED:

BY: _____
**DAN COODY**, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

**ORDINANCE NO. _____**

AN ORDINANCE AMENDING §35.20 OF THE CODE OF FAYETTEVILLE (ORDINANCE NO. 2310, AS AMENDED), TRANSIENT OCCUPANCY TAX, LEVY OF TAX TO PROVIDE PENALTIES AND ENFORCEMENT, ALLOWING EXAMINATION OF RECORDS AND INVESTIGATIONS AND PROVIDING FOR RULE MAKING POWER.

WHEREAS, the City wishes to allow for the examination of taxpayer records and investigations to assist in the fair and accurate collection of the Hotel, Motel and Restaurant tax (hereinafter HMR tax) and;

WHEREAS, provisions are needed for penalties against those who fail to comply with the HMR tax ordinance and;

WHEREAS, the City believes that promulgating rules and regulations in administering the HMR tax will be beneficial in fairly and accurately interpreting the provisions of the HMR tax.

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

~~Section 1~~. That §35.25 of the Code of Fayetteville is hereby added as follows:

*§35.25 Penalties and Enforcement.* The City may assess penalties and interest against taxpayers who fail to timely report or pay the tax. The penalty shall be equal to five percent (5%) of the unpaid tax amount per month not to exceed a total assessment of thirty-five percent (35%) of the unpaid tax. Simple interest on unpaid taxes shall be assessed at the rate of ten percent (10%) per annum. In addition, the City may exercise all powers listed under A.C.A.§26-75-603 (c) as may be amended from time to time and may utilize the provisions of A.C.A. §26-75-603 (d) and (e) as may be amended from time to time in enforcing the tax.

~~Section 2~~. That §35.26 of the Code of Fayetteville is hereby added as follows:

*§35.26 Examinations and Investigations.* The collector of the tax in order to enforce the tax, by determining the accuracy of taxpayer reports and remittances, or fixing any liability under the ordinance, may make an examination or investigation of the place of business, the tangible personal property, equipment, and facilities, and the books, records, papers, vouchers, accounts, and documents of any taxpayer or other person. Every taxpayer or

other person and his agents and employees shall exhibit to the collector these places and items and facilitate any examination or investigation.

Section 3. That §35.27 of the Code of Fayetteville is hereby added as follows:

*§35.27 Rules and Regulations.* The City after notice and public hearing may pass any rules and regulations necessary for carrying into effect the provisions for the enforcement of this ordinance.

**PASSED AND APPROVED** this _____ day of _____, 2001.

APPROVED:

BY: _____
**DAN COODY**, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

**MINUTES OF A MEETING**
**OF THE**
**CITY COUNCIL**
**MARCH 6, 2001**

A meeting of the Fayetteville City Council will be held March 6, 2001 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 W. Mountain Street, Fayetteville, Arkansas.

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

**ABSENT:** Alderman Davis.

**CONSENT**

**APPROVAL OF THE MINUTES:** Approval of the minutes from the February 20, 2001 City Council minutes.

**McDONALD'S COST SHARE:** A resolution approving a change order with McDonald's Corporation in the amount of $108,500.00 for the widening of Joyce Boulevard and the associated drainage improvements.

*RESOLUTION 28-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.*

**POLICE GRANT:** A resolution accepting the Universal Hiring Grant award in the amount of $450,000.00 and approval of a budget adjustment.

*REMOVED FROM CONSENT AGENDA.*

**Alderman Reynolds moved to approve the Consent Agenda. Alderman Jordan seconded the motion. Upon roll call the motion carried unanimously.**

**OLD BUSINESS**

**POLICE GRANT:** A resolution accepting the Universal Hiring Grant award in the amount of $450,000.00 and approval of a budget adjustment.

Mr. Rick Hoyt, Assistant Chief of Police, stated that this grant could possibly jeopardize police

raises. They did not want to be a position to jeopardize any police benefits. They would rather run with a leaner tighter ship. They would rather get their people the raises and the benefits that they needed in order to retain those people. If that was an issue they were ready to pull this from the agenda. He and Mayor Coody had talked about this last Friday morning. They were not under any time line on this grant. They did not have to make the decision tonight. They could go back to the drawing board and look at a reduction. There might be a way to accomplish this with less people. The bottom line was they did not want to affect any up coming raises. After reading the paper, the people at the Police Station were abuzz. They were excited because they felt there were some good things around the corner. They did not want to turn down grants. They felt that they needed to bring them to their attention. If they did not have the money in the budget, then they just did not have it. They would rather have the money for their existing people, then start a new program.

Alderman Trumbo stated they needed to be proactive in going after these grants. He asked if after three years, could those positions be done away with if the money was not there.

Mr. Hoyt stated it would be a four year program minimum. There was going to be three-years of Federal monies given to them. This was not as simple as the 75/25. This grant would give the city $25,000 for each person. They had planned to put six people on. Everything beyond that the city had to pay for. After the third year of the grant and they quit paying the city the $150,000 per year, then the city would have to pick up the whole thing. He thought this was a good program and it would help the city.

Alderman Trumbo stated they had lost a lot of policemen to the State. He did not want them to be regressive and not be able to keep up with the increasing. He did not want them to be a training ground for police officers.

Mr. Hoyt stated the city's Hay Plan did not look at other benefits, the State Police did not pay a nickel on their retirement. Our officers all pay 6% out of their salary. Their insurance was also 100% paid for family. Their people would like to see some incentive things like that. They needed them to retain people. They needed to look at their benefit package.

Alderman Zurcher asked if the turnover in the Police Department was mainly a pay issue and a benefit issue?

Mr. Hoyt stated of the ones that had left volenteerly, yes. They knew how many they had lost to the State Police. Before the last pay raise was instituted it was tough walking down the hall, because officers were wanting to talk about what they could do for them.

Alderman Thiel stated when she was campaigning, she had visited with the police. At that time one of their major concerns was the overtime they were having to put in. Wages were not their

number one issue. She assumed some of that had been eased up. They had added three new officers this year.

Mr. Hoyt stated that it had eased up some. They had not saturated themselves with overtime right now. People were still willing to work overtime. They had hired five new officers yesterday. They had 101 people right now. They only had four opening right now. Three of those opening were given to them in the 2001 budget.

Alderman Thiel stated this grant was going to cost the city $458,000 over the next four years. They would be getting $450,000. She would hate to see them turn down this kind of grant. If they could see some of appropriate for salaries. She knew the Hay Plan was coming up again pretty soon. She thought there would be some increases in the salaries then. They would have to deal with that cost. This grant and the school resource grant would come to a head a the same time. That was going to be a huge chunk coming out of their pocket. They were going to have to keep those eleven officers.

Mayor Coody stated they could either expand the force and keep the pay scale as it is or try to find a way to improve the salary. If they were going to continue to grow, then they were going to continue to need expanded police and fire protect and other city services. They were going to have to find a way to continue to pay for them. As the city grows, our needs grow. Our tax base was not going to keep up. Now was a very good time to begin the discussion about what they were going to have to do continue have a first class fire and police staff in Fayetteville and to improve city services. All these services cost money. They were not going to decide on this tonight.

Mr. Hoyt stated he had talked with a lot of officers this week. Without question they were for getting benefits. They would rather run short, lean and trim and work extra in order to have better benefits for themselves. As an administrator, if there was a belief that there were substandard wages or benefits, he did not want to add six more people. Let's take care of the people that were there.

Alderman Zurcher stated in the application he had talked about some things that were really needed, for example citizen advisory groups and consulting organizations, like collective bargaining groups. If they were to do this he would like to see some follow through.

Mr. Hoyt stated there were always strings attached to these grants. Often once they had started these programs they had to continue them forever. They had been doing grants since 1988. They were administering several grants now. They could handle this one but they could also handle increased wages and benefits.

Mr. Steve Davis, Budget Manager, stated the Hay Plan was done in the fall of the year. The Hay

Plan also studied public safety salaries in a three to four state region. The current school resource officer grant would run out during 2003. In 2004, the city would have to pick up $270,000 in school resource officers salaries. If they added this grant to it, our total cost being in 2004 was $415,000. That number would escalate up to $520,000 in 2005. In the budget briefings they had in November they talked about how they were using General Fund reserves, $680,000 this year. It was due to ramp up between two to three million dollars by the time they go to 2003. They currently had a little over eight million dollars in reserves, if they were to burn it off at that rate they very rapidly run out of money and resources. They did have some time to think about this. They might want to revisit the issue at another meeting.

Alderman Thiel asked if next fall was the soonest they could offer raises to Police Department.

Mr. Davis stated normally the raises went into affect the beginning of the next budget year. It would be around January of 2002. They did not have the money in this year's budget to do any raises. This request would use $64,000 of the city's reserves. The last time they did a pay range adjustment the cost was a little over $900,000. That was two years ago, the beginning of 2000.

**Alderman Young moved to table the resolution. Alderman Thiel seconded the motion. Upon roll call the motion carried by a vote of 6-0-0. Santos absent for vote.**

**VA 01-1:** An ordinance approving vacation request VA 01-1, submitted by Steve Winkler for property located east of 607 Peach. The property is zoned R-1, Low Density Residential and contains approximately 0.08 acres. The request is to vacate the street right-of-way (Haddon Avenue). The ordinance was left on the first reading at the February 20, 2001 meeting.

Mayor Coody stated the item had been pulled at the applicants request.

*REMOVED AT THE REQUEST OF THE APPLICANT.*

**CIVIL SERVICE:** An ordinance granting authority to the Fayetteville Civil Service Commission to appoint and remove the Police Chief and Fire Chief; and for other purposes. The ordinance was left on the first reading at the February 20, 2001 meeting.

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

*Mr. Williams read the ordinance for the second time.*

Mayor Coody stated he would put together a committee comprised of Civil Service, city personnel, firemen and possibly some city councilmen. He would never make a decision like that in a vacuum. He wanted to reiterate that. It would not be a single handed decision.

Alderman Thiel stated that after visiting with the Civil Service Commissioners, she felt that they had some very valuable citizens from the community on that commission. She thought it would be critical to his committee to use some of the people from the Civil Service Commission. They have dealt with employees in both departments over the years. They were familiar with our needs in both departments. Their input would be very critical.

Mayor Coody replied she was exactly right and he would.

Alderman Young stated it would be his preference, a situation like that would occur. He could see both sides of the issue. It was a tough decision. He would like to see what the Mayor was proposing to do and what type and how many would be on the committee. Not just for this appointment, but in the future.

Alderman Zurcher stated he would be in favor of the committee they were talking about, if what was said and done that there would be elected people accountable for the decision that was made for the fire and police chiefs. He thought they needed that kind of accountability. With this ordinance, they would be taking this accountability away. He did not want to keep the Civil Service Commission out of the process. He thought the checks and balances were pretty good now. If the Coody had the final say on who was hired and the city council decided that they did not like it, then by two-thirds vote, override that decision. That would keep the decision in the public realm. The citizens would have recourse if it was a bad decision.

Mayor Coody stated the committee he would choose to pick a fire chief would not be exactly the same committee that he would use to pick a Public Works Director.

Alderman Jordan asked Mayor Coody if he would consider a fireman or policeman on the committee.

Mayor Coody replied he would not just consider it, he would do it. When they hired people to work for the public, it should be a broad range of people having input. It was better to bring more people into the process.

Alderman Reynolds asked what he had in mind.

Mayor Coody stated he was thinking of about nine to ten people on the committee. City Council, Civil Service commissioners, a couple of rank and file folks, personnel. It would be a cross section.

Alderman Reynolds asked if they sit up the committee that was going to hire police and fire chiefs only.

Mayor Coody replied sure, it suited him. He had enough on his plate. He would welcome that.

**Alderman Zurcher moved to suspend the rules and move to the third and final reading. The motion failed for lack of a second.**

Alderman Young stated he would like something a little more concrete before they went to the third and final reading.

Alderman Trumbo asked if the committee would be formed by resolution or ordinance.

Mr. Williams replied it would not be either one. They could not limit the Mayor's power. The Mayor could tell the council how he was going to do it and if he violated what he had told him, then the council could reject his selection by a two-thirds vote. He thought if they wanted something in writing, then the Mayor needed to let them know what he was going to do, then they needed to take him at his word. That was the only way they could restrict it. They could not restrict the way he was going to select a candidate.

Alderman Trumbo stated they had a very civil discussion on this issue. He thought this was a good compromise. If nothing else he had gained benefit from meeting the Civil Service Commissioners.

Mr. Sam Campbell, an area resident, stated the Fire Department was composed of ordinary people with unusual demands placed on them. Unlike the Police Department they did not have continuing emergency. They had time between emergencies. It followed the principle of a guerrilla army, that if you did not keep them occupied they were going to shot one another. Then they had the union, to settle personal grudges. The Fire Department has got to have an outside disciple applied to it. A disfunctional Fire Department was going to show up in their performance and eventually in the fire premium. The Fire Chief had to have some standing and ability to discipline. If they were to react too quickly to unions, then they destroy the chief's authority. The problem is now to repair the damage. They needed to do something to give authority to the standing of the chief. Mr. John Deane, 2174 Cinnamon Way, stated this council had not made a basic fundamental policy decision in years. All they did was adopt the findings of a committee. They did it all the time. He was not surprised that they were going to form another one. This city had more committees than any place on earth. There were subcommittees of committees. Many people who served on the committees had an agenda and a single minded focus. The council needed to look at the city as a whole and what was best for the city. He was glad to see the Mayor had recognized the need for funding. He knew of no better funding than sales tax. Do what they wished with the Civil Service Committee, it was problably least political of all their committees. They did not justify their decision by stating they were elected by the people and that they should make the decision. The most they ever did was appoint a committee. When Kohls had the grand opening, would the Mayor be cutting the ribbon or carrying the sign

with Mary.

*LEFT ON THE SECOND READING.*

**NEW BUSINESS**

**RZ 01-1.00:** An ordinance approving rezoning request RZ 01-1.00 as submitted by Ben Israel of Dixie Development for property located at 2091 E. Joyce Boulevard. The property is zoned A-1, Agricultural and contains approximately 4.81 acres. The request is to rezone to R-O, Residential Office.

*Mr. Williams read the ordinance for the first time.*

Alderman Trumbo stated he had not received any calls on this issue.

**Alderman Trumbo moved to suspend the rules and move to the second reading. Alderman Reynolds seconded the motion. Upon roll call the motion carried by a vote of 6-0-0, Zurcher absent for vote.**

*Mr. Williams read the ordinance for the second time.*

**Alderman Trumbo moved to suspend the rules and move to the third and final reading. Alderman Thiel seconded the motion. Upon roll call the motion carried by a vote of 6-0-0, Zurcher absent for vote.**

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

**Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed by a vote of 6-0-0, Zurcher absent for vote.**

*ORDINANCE 4294 AS RECORDED IN THE OFFICE OF THE CITY CLERK.*

**RZ 01-2.00:** An ordinance approving rezoning request RZ 01-2.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of J.E. Lindsey Family Limited Partnership for property located south of Chamberland Square and east of Betty Jo Drive to Shiloh Drive. The property is zoned C-2, Thoroughfare Commercial and contains approximately 18.25 acres. The request is to rezone to R-2, Medium Density Residential.

*Mr. Williams read the ordinance for the first time.*

Alderman Santos asked that they leave this ordinance on the first reading. He had heard some

concerns from neighbors. It was an area which already had flooding problems.

Alderman Jordan stated there was a serious flooding problem in the area. He needed more time and study.

Alderman Young asked if it could be addressed during the large scale development.

Mr. Conklin stated the issue was the water standing on Betty Joe Drive during heavy rain. He had spoken with the Street Superintendent. The culvert and inlets were at or near capacity. The main reason they were having water ponding in the streets was because of the debris in the culvert. This rezoning was east of Betty Joe. The runoff would need to be directed to the east into the tributary of Hamstring Creek. They would work with the city's engineering division to see if there was any work which could be done. If they were going to have traffic using Betty Joe would this rezoning be appropriate. Keep in mind this property was currently zoned C-2, Thoroughfare Commercial. They were down zoning it to R-2, Medium Density Residential. The amount of traffic generated from the new zoning district would similar as C-2. In response to questions, he stated anytime they had development, they encouraged access to the residential developments, so the residents could access the shopping center. Shiloh Drive was a one way street from Wedington to 6th Street.

Alderman Jordan stated the residents did use Betty Joe Drive. His only concern was that once Betty Joe flooded then all those people had to use Shiloh, which was a one way street. If they could fix the drainage problem, he would not have a problem.

Mr. Conklin stated the traffic generated from this new development it would still be within the guideline of the general plan of less than 4,000 vehicles per day. He understood his concerns.

Alderman Thiel asked if any of the drainage problems on Betty Joe could be eliminated with this addition.

Mr. Conklin stated he was not familiar with where the street was flooding. This site was down stream from Betty Joe. Any drainage from this site would flow east and not into Betty Joe Drive. It was not going to compound the problem.

*LEFT ON FIRST READING.*

**SHILOH WEST APARTMENTS:** An ordinance approving a waiver of Ordinance 3793 to accept land and money in lieu as the park land requirement of Shiloh West Apartments Subdivison.

*Mr. Williams read the ordinance for the first time.*

Mr. Bill Ackerman, Parks and Recreation Advisory Board, stated their recommendation was to accept money and land in this situation. This project has had a reduction in the number of units. They had adequate land in the area. They also had the property to the west of this one. They had another ten acres there that they were going to joint venture with the Boys and Girls Club. In this development approximately one-half acre would be designed for the tenants in this complex. They recommended that the council accept their recommendation.

Alderman Thiel stated she had been on the Parks Board when this first came through. At that time they were seeking only money. She understood there had been a change. She thought that was for the good with the interest in the trails. She was glad to see they were taking the trail land. She thought it was a good compromise to have a little of both. That park quadrant did need some money.

Alderman Santos stated this proposal did involve the dedication of some property which would create a trail from this residential area to the future home of the Boys and Girls Club as well as money in-lieu of land dedication.

Ms. Connie Edmonston, Parks Director, stated that according to the Park Land dedication ordinance that funding which was collected in that park district must be spent in that park district. It must be spent in a park which was south of Hwy 16 and west of Hwy 71 within three years. It could be used for that trail or another area in the same quadrant.

Mr. Dave Jorgensen, Engineer, stated it was a perfect situation for the parks and the trails.

*LEFT ON THE FIRST READING.*

**RZ 01-3.00:** An ordinance approving rezoning request RZ 01-3.00 as submitted by Wes Burgess of Crafton, Tull and Associates on behalf of NOARK Girl Scout Council for property located at the northeast corner of Joyce Street and Park Oaks Drive. The property is zoned R-2, Medium Density Residential and contains approximately .48 acres. The request is to rezone to R-O, Residential Office.

*Mr. Williams read the ordinance for the first time.*

Alderman Santos stated this was another down zoning. It had the support of the Planning Commission, Master Plan, and the Planning Staff.

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

*Mr. Williams read the ordinance for the second time.*

Mr. Rudy Upshaw, NOARK Girl Scout Council, stated he wanted to express their excitement for having more of a physical presence in the city of Fayetteville.

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

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

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

*ORDINANCE 4295 AS RECORDED IN THE OFFICE OF THE CITY CLERK.*

**GIS COMPUTER MAPPING:** An ordinance repealing Ordinance 3865 which authorized the City Council to set prices for the sale of GIS Computer Mapping and repealing Resolution 10-95 which set such price.

*Mr. Williams read the ordinance for the first time.*

Alderman Santos stated it was a very fair thing to do.

Mr. John Goddard, GIS, stated this was going to be a good thing for both staff and the public. They had numerous request from the public and other government agencies. With the ability to download from the Website it was going to be easier.

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

*Mr. Williams read the ordinance for the second time.*

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

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

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

**Alderman Zurcher moved to approve the emergency clause. Alderman Santos seconded**

**the motion. Upon roll call the motion carried unanimously.**

*ORDINANCE 4296 AS RECORDED IN THE OFFICE OF THE CITY CLERK.*

**RURAL FIRE CONTRACT:** An ordinance amending Sec. 33.046, Code of Fayetteville, to establish annual fees for Rural Fire Contracts for the two year period of June 1, 2001 thru May 31, 2003.

*Mr. Williams read the ordinance for the first time.*

Mr. Jeff Erf, area resident, asked if the ordinance applied to the University Experimental Station, which was not incorporated into the city. Did they had a contract with the city?

Mr. Wayne Ledbetter, Fire Chief, stated they covered the University Farms as well as the campus. The campus was also State Property. For a while they did not cover the farm. It was his understanding that they now covered both.

Mr. Don Bunn, Assistant Public Works Director, stated they coved that area because it was part of a lease agreement for soccer fields along Lewis Avenue. In the lease agreement, part of the city's payment came in the form of waiving those fire suppression charges for that area.

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

*Mr. Williams read the ordinance for the second time.*

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

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

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

*ORDINANCE 4297 AS RECORDED IN THE OFFICE OF THE CITY CLERK.*

**RESEARCH AND TECHNOLOGY PARK:** A resolution approving a refund of the purchase price of Lot 1, Research and Technology Park, of approximately 2.5 acres and reimbursement of other costs expended by original purchaser and cancel option issued to Cache Investments for adjoining property.

Mayor Coody stated they had rethought their position on the 540 site for Research and Technology. For various reasons they thought it would be good to reimburse Jeremy Webb.

Mr. Maguire, Administrative Services Director, stated the city was slowing down the development out on 540. He explained this was acquiring back 2.5 acres of land and reimbursement of soft cost. It was a fairness issue. $90,680.58 was allocated to land. $43,576.05 was for soft cost. This was not the only contract they had out there. They would also be reimbursing them.

Alderman Reynolds asked what the future plans were for this site.

Mayor Coody stated they had been working with the Chamber. They might have the opportunity to free themselves from some of the wetland and streams with the State. The remainder land was worth more than they had paid for it. They might have some private investors which might be interesting in doing their own private development out there. There was a lot of momentum to put a Research and development park at the Genesis Center.

Alderman Zurcher stated the Arkansas Darter was out there and it was a candidate for the Endangered Species list.

Mayor Coody stated they were going to negotiate with some private investors. It was hard to justify spending millions of dollars out there and then giving the land away at a reduced price. They could spend the money more efficiently in another location.

Alderman Thiel stated there was some money out there for this park for signage.

Mr. Maguire stated they were expecting to receive it in the next couple of weeks. They were in the process of having the property appraised.

Mayor Coody stated if a private developer did take this land and did do an office technology park as opposed to a research and development park that it would be very beneficial to hook up with fiber optics and have good commication links between this 540 site and Genesis site. No one else would have a direct link to the Genesis site. It might make an added bonus to this property.

**Alderman Thiel moved to approve the resolution. Alderman Santo seconded the motion.**

Ms. Andrea Bradwell, University of Arkansas, stated she worked with the Darter. She asked that they keep all options open on what they decided to do with the wet lands.

Mr. Jeremy Webb stated they had been a big advocate for technology in this area. There was a great need for one in Fayetteville. Technology companies fed off other technology companies. It

helped them grow. They wanted to be the firsts ones in any technology park. Their big thing was that they wanted to be with the others. The Genesis site could be good. They would rather be in an all technology park.

Mayor Coody stated they were thinking about on 540 side, having Technology and business there and perhap research and development at the Genesis site.

Mr. Webb thought that would be a good thing. If they could open up the area down there and have commercial there. The University and the commercial were going to be able to feed off each other. They needed to keep the technology here. They just needed a place to be.

**Upon roll call the motion carried unanimously.**

*RESOLUTION 29-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.*

**BEKKA PARKING SPACE REVENUE:** Consideration of a claim by Bekka Development for lost parking space revenue in conjunction with the Town Center. If the claim is approved, approval of a budget adjustment to fund the approved claim is also requested.

Mayor Coody stated he had asked them to bring this back up. He felt they had an obligation to see if they could not square up with Bekka Development. They had made some generous contributions to the community. He wanted to see if they could settle up with them.

Alderman Trumbo stated they had helped a lot with the town center. It would make since to reimburse them for loss of revenue. The whole project would not have happened without Bekka.

Mr. Williams stated Bekka's attorney felt there was a legal obligation for the reimbursement. He concurred with Jerry Rose's opinion that in fact the parking revenue was not a legal obligation, however, it was incident to the building of the town center. It was something the city council could and in fact did in the past reimburse them for some of their lost parking revenue.

Ms. Diane Boyd, Bekka Development, stated there will be receiving their parking back. At the time they were negotiating the land for the plaza. It was agreed that if they leased it for the plaza that they would not be responsible for any kind of expense or any out lay of money. That was why they wrote the lease to say that the lessee shall bear all cost and expenses directly or indirectly associated with the leased premises including. If not for the lease with the city, they would not have lost the revenue from the parking. They had the revenue coming in monthly and had a waiting list for the spaces. They had also given up the right to ever develop their land.

**Alderman Zurcher moved to approve the resolution. Alderman Thiel seconded the motion.**

Mr. Jeff Erf, an area resident, stated the Town Center was an A&P commission project paid for with HMR Tax money. Why did the city feel obligated to pay this claim rather than the A&P Commission.

**Upon roll call the motion carried unanimously.**

Mr. Steve Davis explained while the A&P Commission did manage the Town Center. The Town Center was a city project. It was not an A&P project. The money to pay for this came from the Town Center Construction Fund because it was a project expense. The Construction Fund was comprised of bond proceeds, HMR Taxes, a transfer of A&P reserves and a transfer from city sales tax and a transfer from the Off-Street Parking Fund. It did not come from anyone's operating budget. The A&P Commission is a separate appropriating body from the City Council. The Parking issue, this invoice went through December. The Town Center was not going to be completed until June. They needed them to authorize reimbursement until the Town Center is opened. He did not expect the next invoice to be more than this one. They could put a limit on it so they would not have to keep coming back.

**Alderman Young moved to approve a budget adjustment in the not to exceed amount of $6,400. Alderman Jordan seconded the motion. Upon roll call the motion carried unanimously.**

*RESOLUTION 30-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.*

**BEKKA LEGAL EXPENSES:** Consideration of a claim by Bekka Development for legal expenses in conjunction with the Town Center. A claim for parking rental revenue was approved at the June 20, 2000 meeting of the Fayetteville City Council.

Mr. Williams stated the pervious council had looked at this and tabled it pending a decision from the court on whether or not they would award attorney fees to Bekka, since Bekka had prevailed and was dismissed from the suite.

Ms. Boyd explained the last time they were before the council they still had a petition pending, requesting that they be awarded attorney fees. That request was denied. They will not receive any attorney fees from anyone else. The attorney fees were the same situation to them as the parking. If not for the lease with the city they would not have been involved in the law suite. They enter into the lease in good faith. They had no choice, but to defend themselves. It was an added expense covered under the lease. They had invoiced the city for it. The city should abide by the contract. They tried real hard to try and cooperate with the City.

Alderman Trumbo stated he felt they should reimburse the legal fees. The city had received considerable help from their attorneys and they had helped the city.

Mr. Williams stated the city would be perfecting the appeal as the major party being challenged. They had their attorneys working on it. The insurance company for the city decided to accept the case and provide representation. They were covering every issue that could be claimed by Bekka. There was one issue that Bekka might want to do a separate brief on. He did not think there should be much more additional cost to Bekka.

Ms. Boyd stated as far as she knew the city would cover just about everything on the appeal. She thought there was one issue that they might have that the city would not have. She hoped the city would cover everything else in the appeal.

**Alderman Trumbo moved to cover the legal expenses for Bekka. Alderman Thiel seconded the motion. Upon roll call the motion carried unanimously.**

*RESOLUTION 31-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.*

**CREEK CLEANUP:** A resolution in support of the April 28, 2001 Fayetteville Creek Cleanup along Skull Creek and other creeks in Fayetteville.

Alderman Zurcher stated last year there had been a group formed called Fayetteville Urban Resources Stream Team. That group brought about two or three hundred people together for their first annual stream clean up. It was down on Skull Creek. They pulled a lot of stuff out of the creek. They were not planning their second annual clean up. The Environmental Concerns Committee recommended this resolution. It did include some things beyond they city's support. It did require some equipment from the city and some staffing for information booths.

**Alderman Zurcher moved to approve the resolution with amendments. Section 1,C. #4 will read, "establishing multi-use trails along creeks and streams." #4-6 will move up one number. Alderman Young seconded the motion. Upon roll call the motion carried unanimously.**

Ms. Terry Easton, 2003 South Ashwood, stated Friends of Fayetteville would want to be involved in this project.

*RESOLUTION 32-01 AS RECORDED IN THE OFFICE OF THE CITY CLERK.*

Mayor Coody stated all of Fayetteville needed to be cleaned up. They would start to see a concerted effort from City Hall to do a serious effort to clean up litter and junk throughout the town. He commended the people doing the stream cleanup. It was a start on what they needed to do citywide. They needed to start picking up their litter and to discourage people from littering.

Meeting adjourned at 8:45 p.m.

**STAFF REVIEW FORM**

**_X_ Agenda Request**
**____ Contract Review**
**____ Grant Review**
**For the Fayetteville City Council meeting of March 20, 2001.**

**FROM:**

| Tim Conklin | Planning | Public Works |
|---|---|---|
| Name | Division | Department |

**ACTION REQUESTED:** To approve a resolution allowing a lesser dedication of right-of-way than required by the Master Street Plan for **LS 01-4.00: Lot Split (Mary Pauline Reed Trust, pp 640)**, submitted by David E. Lashley on behalf of Mary Pauline Reed Trust for property located at 2283 S. School. The property is zoned C-2, Thoroughfare Commercial and contains approximately 3.01 acres. The request is to split into two tracts of 2.49 acres and 0.51 acres.

**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 | 3-9-01 Date | Internal Auditor | Date |
| Purchasing Officer | Date | | |

**STAFF RECOMMENDATION:** Staff recommended that the right-of-way dedication be waived with regards to compliance with Master Street Plan requirements. Planning Commission voted 7-0-0, to approve the requested lot split contingent upon the City Council accepting a lesser dedication of right-of-way for the future extension of School Street through the property (54' instead of 55'). This is requested in order to accommodate an existing building that is encroaching on the right-of-way required by the Master Street Plan.

| | | |
|---|---|---|
| Division Head | 3-5-01 Date | **Cross Reference** |
| Department Director | Date | New Item: **Yes** |
| Administrative Services Director | Date | Prev Ord/Res#:_____ |
| Mayor | Date | Orig Contract Date: |

**PC Meeting of 26 Feb 01**

# FAYETTEVILLE

**THE CITY OF FAYETTEVILLE, ARKANSAS**
**113 W. Mountain St.**
**Fayetteville, AR 72701**

**Reed Trust Lot Split**

---

**TO:** **Fayetteville Planning Commission Members**
**THRU:** **Tim Conklin, City Planner**
**FROM:** **Sara Edwards, Ron Petrie P.E.**
**DATE:** **February 22, 2001**

---

**Project:** **LS 01-4.00: Lot Split (Reed Trust, pp 640)** was submitted by David E. Lashley on behalf of Mary Pauline Reed Trust for property located at 2283 S. School. The property is zoned C-2, Thoroughfare Commercial and contains approximately 3.01 acres. The request is to split into two tracts of 2.49 acres and 0.51 acres.

**Findings:** This property is located approximately 500 feet south of the Cato Springs Road and School Avenue intersection. Due to the current C-2 zoning there are no minimum frontage requirements. Currently, three structures exist on the property. One on the northern proposed lot and two on the southern proposed lot.

**Recommendation:** Approval subject to the six (6) conditions listed below.

**Conditions of Approval:**

1. Sidewalk construction in accordance with current standards to include a six foot sidewalk with a ten foot greenspace prior to stamping and filing lot split. *The applicant is requesting to contribute money in lieu of the required sidewalk. (See recommendation from Chuck Rutherford)*

2. Pursuant to the Master Street Plan, 55 feet of right-of-way from Centerline is required to be dedicated on School Street. *The applicant is unable to dedicate the 55 feet along the entire tract due to location of a structure. Lesser dedications of the Master Street Plan are required to obtain City Council approval.*

3. Dedication of right of way along School Avenue shall be by warranty deed.

4. All existing structures on both tracts shall be connected to the public system prior to lot split approval. In addition, the existing structure on the northern tract must connect directly into the public sewer system and the service line contained entirely on the northern tract or a private easement provided on the southern tract.

5. Plat Review and Subdivision comments (to include written staff comments mailed to the

applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications)

6. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.

**Background:**

The proposed Lot Split was reviewed at the January 31, 2001 Technical Plat review and the February 15, 2001 Subdivision Committee meeting.

Discussion at the Subdivision Committee meeting included right of way dedication requirements, sidewalk improvements, and the sewer service situation.

The Subdivision Committee forwarded the Lot Split to the full Planning Commission "subject to the four staff conditions for the full Planning Commission to consider the lesser dedication of right-of-way on the Master Street Plan and to also consider making a plat notation that should the money in lieu of sidewalk ordinance be passed by the City Council and become an ordinance that be an option available to this applicant."

**INFRASTRUCTURE:**

a) Water is existing along School Avenue.

b) Sanitary sewer is available.

c) Streets. Not applicable.

d) Grading and Drainage. Not applicable.

**PLANNING COMMISSION ACTION: __yes__Required**
**_____Approved _____Denied**

**Date: _____**

**Comments:**

**CITY COUNCIL ACTION:** **__Yes__Required**
**_____Approved _____Denied**

**Date:** **__/__/__**

**The "CONDITIONS OF APPROVAL", beginning on page one of this report, are accepted in total without exception by the entity requesting approval of this development item.**

_____
by

_____
title

_____
date

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

## DEPARTMENTAL CORRESPONDENCE

To: Planning Commission

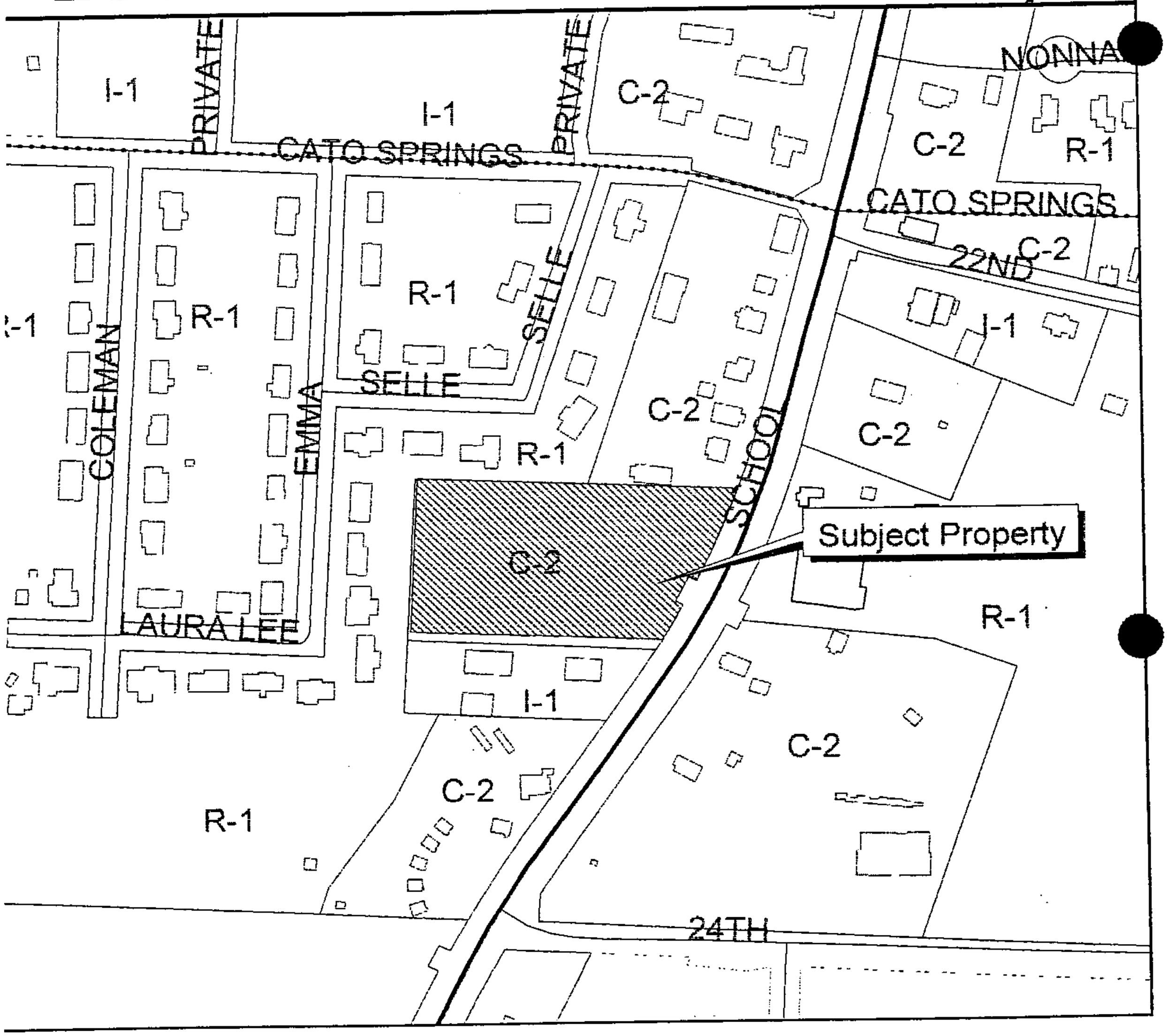
From: Chuck Rutherford, Sidewalk & Trails Coordinator

Date: February 20, 2001

Subject: Sidewalk Requirement ( Lot Split @ 2283 S. School Ave. )

The Sidewalk & Trails Division is currently moving forward with an ordinance that would allow the City to collect money instead of a required sidewalk. The money would be used to construct sidewalk where it would function better for the citizens of Fayetteville at the present. At this location one of the existing buildings will be in the new right-of-way. Because of the present conditions at the location of this lot split I recommend collecting the money instead of requiring the sidewalk to be built. If this ordinance does not receive City Council approval then this lot split will need to come back to the Subdivision Committee.

# LS01-4 Reed Trust Close Up



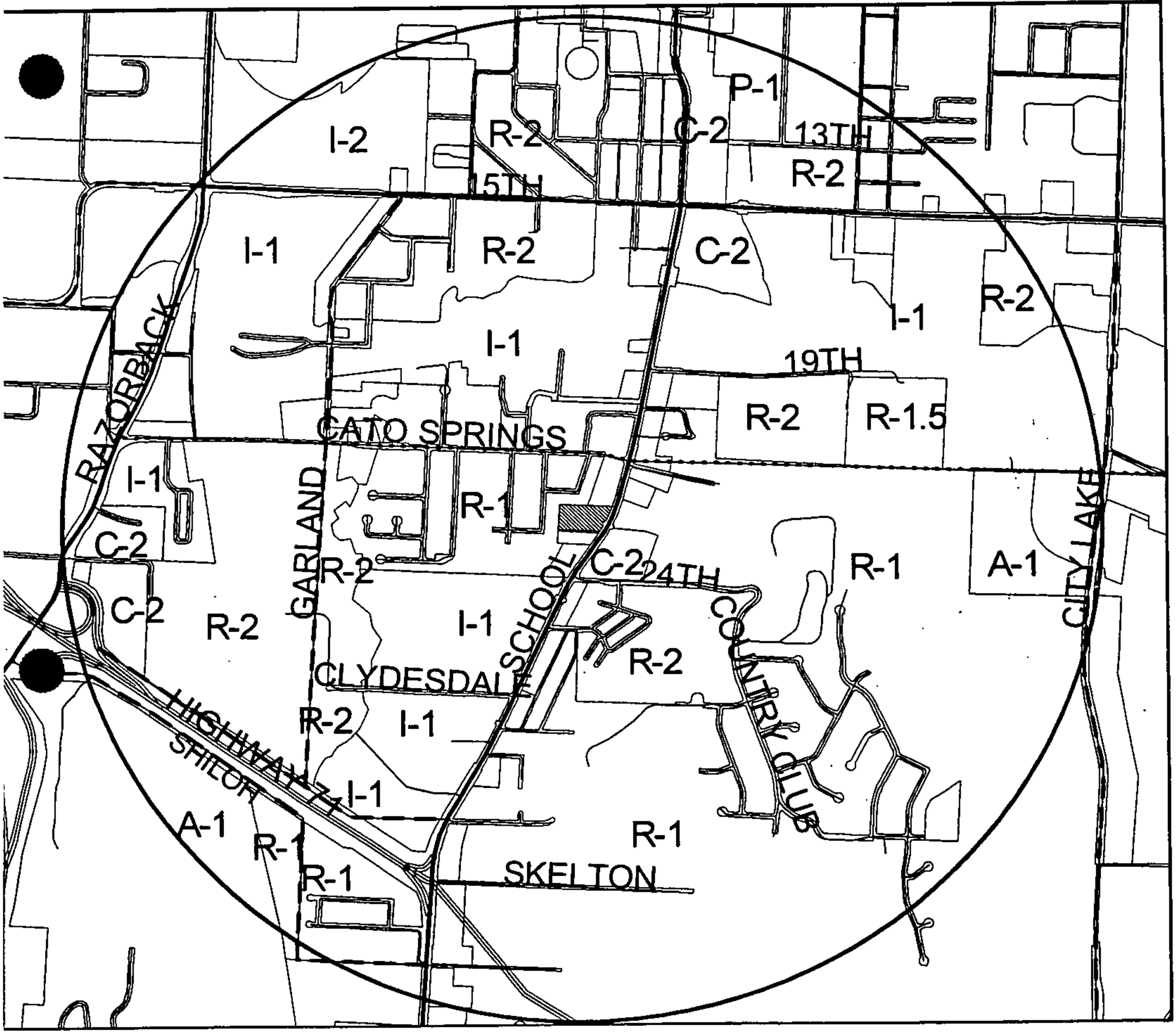

Ls01-2.shp
Streets
Zoning Districts
Structures (1998)

Master Street Classifications
COLLECTOR
FREEWAY/EXPRESSWAY
MINOR ARTERIAL
PRINCIPAL ARTERIAL
HISTORIC COLLECTOR

100 0 100 200 Feet

N
W E
S

# LS01-4 Reed Trust One Mile F[illegible]




Ls01-2.shp
Streets
Zoning Districts
Master Street Classifications
COLLECTOR
FREEWAY/EXPRESSWAY
MINOR ARTERIAL
PRINCIPAL ARTERIAL
HISTORIC COLLECTOR

0.1 0 0.1 0.2 Miles

N
W E
S

**DAVID E. LASHLEY**
PUBLIC ACCOUNTANT
111 NORTH CHURCH AVENUE
FAYETTEVILLE, ARKANSAS 72701
TELEPHONE 442-8731

February 22, 2001

Sara Edwards, Development Coordinator
City of Fayetteville Planning Division
113 W. Mountain St.
Fayetteville, AR 72701

RECEIVED
FEB 22 2001
PLANNING DIV.

Re: Lot Split 01-4.00 (Reed Trust)

Dear Ms. Edwards
In response to your request of February 21st, I am herewith articulating my understanding of the considerations and results contemplated in the Subdivision Committee meeting. Further, I will express my concern regarding the recommendation of the Subdivision Committee.

We were asked to confirm that the property is connected to the city's sewer system. By a letter received from Paul Mitchell attached herewith, we have verified that the sewer is connected.

The singular purpose for requesting a lot split is to sell part of the property to an interested buyer, John Dramus, who has been renting the garage building. As Trustee, I am commited to to conclude the affairs of the late Mary Pauline Reed Estate. This property and a small bank account are the remaining assets in the Estate.

I wxpressed my concer to the Subdivision Committee that I thought the requirements for a ten foot greenspace and the construction of a six foot sidewalk as well as the additional dedication of fifteen feet of right of way on School Street, were excessive for the half acre lot with the building within fourteen feet from the street. The property is located in a depressed market area of the City and there is limited marketability.

Therefore, I am seeking relief from those specific requirements in asking for an exception or waiver from the right of way dedication. Because of the location of the building and the potential sidewalk location, and the lack of connecting sidewalks on either end of the property, it seems inaappropriate to construct a sidewalk at this time and I am also requesting a waiver of this requirement.

I plan to be at the Planning Commission on February 26th. It would be very helpful to me to have an agenda and time frame for my appearance at the meeting.

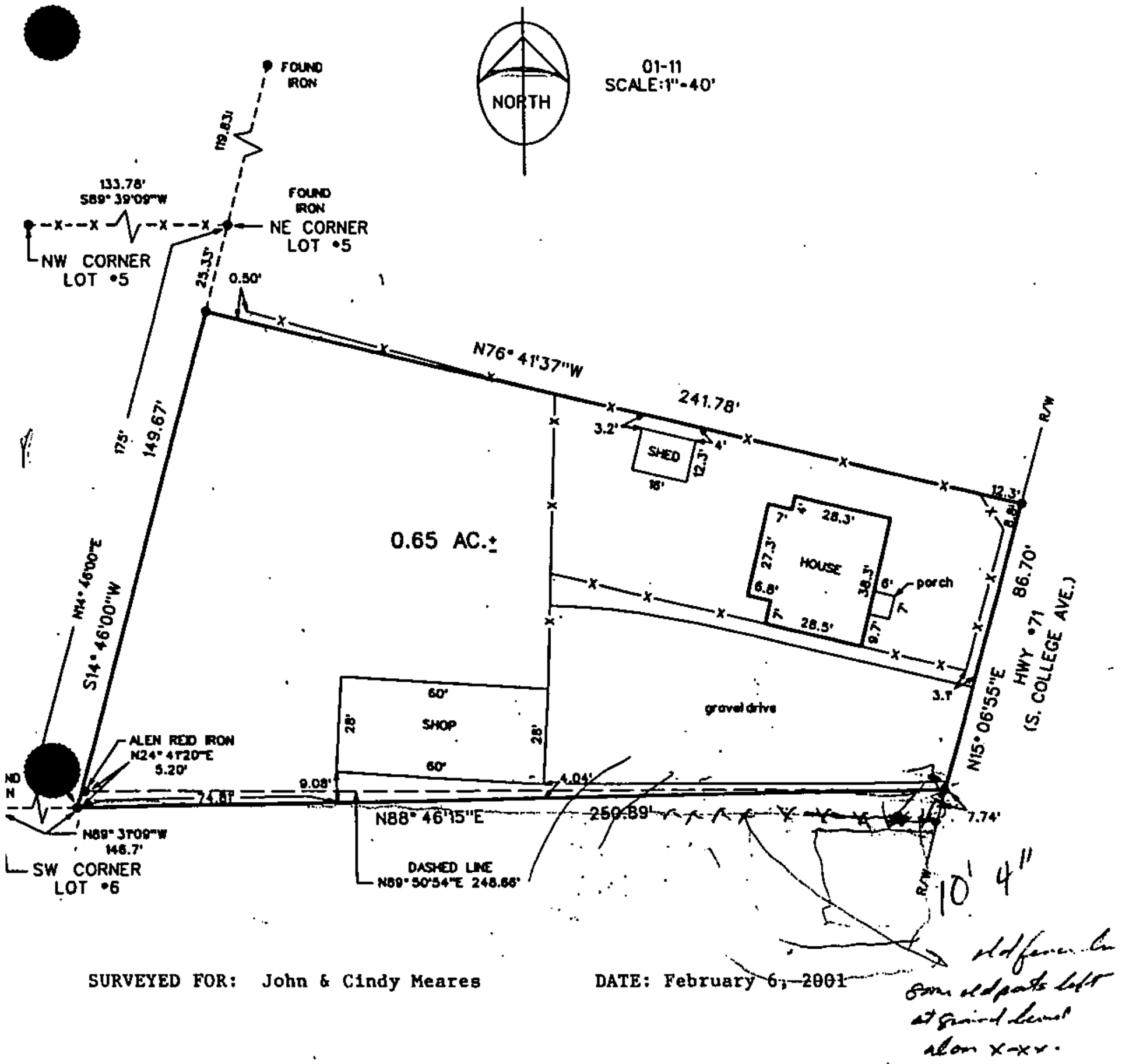
Youre very truly,

David E. Lashley

# BLEW ASSOCIATES

SURVEYORS

FRANK W. BLEW, JR., R.L.S.




SURVEYED FOR: John & Cindy Meares DATE: February 6, 2001

EXISTING LEGAL DESCRIPTION:

Part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Twenty Eight (28), Township Sixteen (16) North of Range Thirty (30) West, described as follows: Beginning at a point which is 1 rod South and 12 rods East of the Northwest corner of said 40 acre tract, and running thence South 15 degrees West 403 1/4 feet for a place of beginning, and running thence South 15 degrees West 149.67 feet, thence East 258 feet, thence North 14 degrees East parallel with and 30 feet equi-distant from the centerline of U.S. Highway No. 71, 89.61 feet, thence North 77 degrees West 253 feet to the place of beginning.

RECOMMENDATION: A NEW LEGAL DESCRIPTION OF ACTUAL PROPERTY SHOULD BE PREPARED.

16½ = rod
Need Counsel
to call & prepare
new deed.

***New Business:***

**LS 01-4.00: Lot Split (Reed Trust, pp 640)** was submitted by David E. Lashley on behalf of Mary Pauline Reed Trust for property located at 2283 S. School. The property is zoned C-2, Thoroughfare Commercial and contains approximately 3.01 acres. The request is to split into two tracts of 2.49 acres and 0.51 acres.

Odom: That brings us to new business tonight and the first item that we have under new business is a Lot Split. This was submitted by David E. Lashley on behalf of Mary Pauline Reed Trust for property located at 2283 S. School. The property is zoned C-2, Thoroughfare Commercial and contains approximately 3.01 acres. The request is to split into two tracts of 2.49 acres and 0.51 acres. Staff's recommendation is for approval subject to six conditions of approval. Staff, do we have a signed Condition of Approval?

Conklin: No, we do not.

Odom: Do we have any further conditions of approval?

Conklin: There are no additional conditions.

Odom: I'll ask the applicant to please come forward.

Lashly: Chairman Odom and Commissioners, I think you have a copy of my letter of request. I think you have anything that I would want to say about this.

**PUBLIC COMMENT:**

Odom: Okay. As far as that goes, let's do public comment and then we'll bring it back for questions and so forth. I'd ask if there is any member of the audience that would like to address us on this lot split request, please come forward at this time. Please state your name for the record and then your comments.

Reynolds: My name is Ray Reynolds, I'm an attorney here in Fayetteville. I represent John and Cindy Meares. There may be something attached to your information that came from the Subdivision Committee down below. I don't know if there is or not. I'm not here to speak in opposition of the lot split. My clients basically will be in favor of doing the lot split. They just want to go on record saying there is a discrepancy between the north and south lines of the boundaries as far as the Meares property is concerned and

what the trust property owns. I realize this is not the proper forum to do anything about it but I just want to go on the record simply as I talked to Conrad before so if I didn't come here, somebody wouldn't say you should have gone to the Planning Commission and had them look at it before you went on. This is more or less " cover yourself up" kind of stuff to make sure we've done what we were supposed to do. We do not oppose the lot split in any way, shape or form, my clients don't. They just want to alert you, it may well be a result that there may be some kind of lot line adjustment that may have to be done later on. So, I just want to go on record as letting you all know that's out there for whatever it's worth. I will answer any questions that you have. I don't expect that there will be any but that's my only purpose in being here.

Odom: Staff, do you have any comment with regard to that issue, we see that occasionally.

Conklin: With regard to when there is a dispute between property lines based on surveys, that's something that is a civil matter that the two landowners have to work out between them or through the courts.

Odom: That's is something that his client can be protected later on, there is nothing that we need to do to address that tonight.

Conklin: That is correct.

Odom: There is no reason that we can't hear the lot split because of that issue?

Conklin: The property is zoned C-2 with regard to minimum lot area and frontage requirements, there are none so even if there has to be a property line adjustment it should not impact this lot split request tonight.

Odom: Thank you Ray.

Reynolds: Thank you.

**COMMISSION DISCUSSION:**

Odom: Would any other member of the audience like to address us on this lot split request? Seeing none, I'll bring it back to the applicant. Mr. Lashly, come on back up here for questions and comment. The first question I have is, whether or not you've had the opportunity to review the six conditions of approval and whether or not you are in agreement with those?

Lashly: I have reviewed the conditions and I have requested a waiver from the setback requirements and some exception because of the small tract that will be affected, the half acre. It just wouldn't be appropriate to try to build a sidewalk there. I thought the staff had looked at that and I thought we were going to get more information on that. That's the only thing I have.

Odom: You don't agree with the sidewalk and you are asking for a waiver of that provision?

Lashly: Yes. I understand where you are coming from. My only purpose is to try to get the property in somebody's hands that can use it or develop it or do something. Right now it's being occupied by people who are passing through and it's difficult to keep them out of there. Somebody needs to protect the property.

Odom: Staff do you want to comment on the sidewalk requirement?

Conklin: Sure. We do have Chuck Rutherford here, our Sidewalk and Trails Coordinator. On page 1.4 he did send us a memo with a recommendation on that. It basically states, "Sidewalk and Trails Division is currently moving forward with an ordinance that will allow the City to collect money instead of a required sidewalk. The money would be used to construct a sidewalk where it would function better for the citizens of Fayetteville. At present, at this location, one of the existing buildings will be in the new right-of-way. Because of the present conditions at the location of this lot split I recommend collecting the money instead of requiring the sidewalk to be built. If this ordinance does not receive City Council approval, then this lot split will need to come back to the Subdivision Committee." Basically, what we are saying tonight is we do have an ordinance in the works to allow a person splitting property to contribute money in lieu of actually constructing that sidewalk and that's our recommendation. If the City Council doesn't pass that ordinance, we'll bring this issue back to Subdivision Committee to deal with this issue.

Odom: What kind of money are we talking about?

Conklin: I'll let Chuck Rutherford answer that question.

Odom: Chuck, do you want to come up to the podium please?

Rutherford: The cost will be figured out at the time that the ordinance is passed and if they want to go through with this lot split, it will be somewhere in the neighborhood of $3 per square foot, six foot sidewalk for the length of the two properties.

Odom: Do you not already have that calculation?

Rutherford: I didn't prepare a calculation tonight. I was under the assumption that this was agreeable by the clients.

Odom: That's not what we were hearing just a second ago. David, can you comment on that or are your clients agreeable to paying the sidewalk fee as opposed to building the sidewalk, without even knowing what it is?

Lashly: The buyer that I have for the half acre lot says he will do that. On the other property, I don't have a buyer so I don't know. The estate is very limited in funds so the property would have to be disposed of before any money could be put up. I'm kind of in a quandary to where I go from here. If it was $3 per square foot, I think the frontage was 175 square feet, times six, times three, whatever that is would be the cost. That probably would figure out about $3,000. That's where I am. I realize, from talking with the Subcommittee, that you have to do what you have to do but I need to protect my deceased client as much as I can on the property. I'll just leave it in your hands unless you have a question for the surveyor that's here or the buyer that's here, who wants the half acre lot with the building on it, where the sidewalk would have to go, if it had to be built.

**MOTION:**

Hoffman: At Subdivision Committee and later at agenda session we did tour the property and Mr. Rutherford explained to us how this ordinance would possibly work, should it be passed. It's my understanding that regardless of if you sell this lot, by splitting the lots, if you sell the lot normally you would have to provide a sidewalk now and this is a way, a compromise, to defray that cost onto the buyer. The plat can't be finalized until the City passes that ordinance anyway. There is a little bit of lead time there for you. I don't think that it's advisable for the Planning Commission to be waiving sidewalk requirements on major thoroughfares but, it's quite obvious that at the commercial building that's existing there, it would be infeasible to put a sidewalk in front of it because there is already a concrete paved area there anyway. When you do get a buyer and they develop the property, that would a requirement that they would have to follow anyway. So, I think I would like to move for approval of this item based on all staff comments and just making sure that you understand that this contribution in lieu of putting the sidewalk in is not an immediate requirement and you do have the right to come back and have it reheard should the ordinance not pass. So, I'll just go ahead and move for approval.

Odom: Sure. Come on up. You are the buyer, is that right?

Dramis: Yes. I'm John Dramis and I've been in the commercial building for about six years. We don't, as a buyer, don't have a problem with putting the money in the fund for the ordinance but I think David's problem he is running into is the property next door. He doesn't have anybody to buy that at this time. Is it possible for us to get the lot split with the understanding that we'll put in the money to the fund from our part and then the future buyer on the other property put it up later. Will it hold up the split, this money put in funds for the residence, the other half.

Odom: I don't think the split is going to be held up. I think the split is going to authorized and if there is a problem, you can come back.

Dramis: Does money need to be in for both properties before the split is authorized?

Odom: I think you can go ahead and grant the lot split. I don't know of a way for us to require that the lot split... Tim, help me out here. There is no definite ordinance.

Conklin: There isn't. What we were suggesting is, if they would like to see if that ordinance will pass that they be given an opportunity to put the money up. Our Staff Engineer here has done the calculations, it's about $5,000 for the entire tract. Typically for a lot split, as these properties are subdivided, we get the sidewalk built now. In the past we've had some developers, Commissioners concerned about building sidewalks where there isn't a lot of pedestrian activity and that it might be better to look at ways of collecting the money and using the money in areas that would benefit areas where there would be more pedestrian activity. I look at it as either/or. You build the sidewalk or you put the money up to the City, not waiving that requirement. I think your options here tonight are, if you don't want to see if that ordinance is going to work, require the sidewalk be built within the right-of-way along School Street and have that coordinated with our Sidewalk and Trails Coordinator. If you want to see if that will work, pass it with this condition and if for some reason we can't work that ordinance out at City Council, have him come back to Subdivision Committee and let Subdivision Committee deal with that issue. I'm very hesitant of waiving the requirement for a sidewalk.

Odom: You know there is certainly some uncertainty but the uncertainty is really out of our hands because we are passing this contingent upon the City Council taking some action.

Dramis: We will get a conditional lot split as long as we are willing to put the money into the fund if that was approved?

Odom: If that's approved, yes.

Conklin: If that's approved, we'll set up an escrow account here at the City that will be interest bearing.

Dramis: My question is, would money for both properties at one time have to be put in or could the one part be put in and wait for a buyer on the other piece of property, when it's sold, to put his or her money into that other piece?

Conklin: We would need to have the money for both tracts. When you do create the deed, transferring ownership of that property to you, that will leave the remainder as a parcel already. Therefore, we need both to make sure that we don't let that fall through the cracks. We'll go on to condition number two when you are ready.

Bunch: Tim, is there any way to defer payment on the larger of the two lots contingent on the sale and that it would be paid at that time, it would be part of the transaction?

Conklin: We have no way of tracking land sales, property sales in Fayetteville. Property is sold every day here in Fayetteville and it does not come through the Planning office. When I talk about existing property that hasn't had a lot split on it or subdivision, it's impossible to track that.

Odom: Staff, did you want to comment on item number two?

Conklin: Yes, condition number two, there will be a waiver of right-of-way dedication along School Street. That is classified as a principal arterial, it requires 55 feet from centerline. As we already stated, there is an existing building that would be encroached by this right-of-way. That will also have to go to the City Council and City Council will have to accept a lesser dedication of right-of-way. Staff is in support of that waiver.

Hoffman: My motion is to include the waiver because if the building is torn down and a new building permit is applied for, at that time the right-of-way will be required.

Odom: We have a motion. Do we have a second for the motion?

Shackelford: I'll second.

Bunch: I have a question for Ron Petrie on the sewer. We have a letter from David Lashly saying the sewer has been connected but it doesn't resolve the question of whether the

sewer was connected across 71 or whether it went across the back lot and acquired an easement. Has that been clarified to your satisfaction?

Petrie: No sir. That's one thing that will still have to be worked out before Planning can sign that lot split.

Cantrell: I was there when they checked it. I'm Pam Cantrell, the business manager at Dramis. There is a lot behind this subdivision and it's connected back there on two separate lines basically where we want the lot split.

Petrie: Okay. That's basic information. We knew it went into the sewer station. We just know if the one house to the north went directly into it or whether it connected to these other houses.

Cantrell: No, they aren't connected. There should be a letter there from the City.

Petrie: Right but it did not strictly verify that. I can get with Paul Mitchell, that's who it came from.

Cantrell: Yes, I was there when they did it.

Petrie: That will just need to be verified before Planning will stamp this split.

Bunch: The question I have is, do we have an easement on this if it crosses the property that is being split off, are we required to have an easement and should we have that entered into the record or would it be part of the standard conditions to take care of that?

Petrie: It is mentioned in the conditions and I believe they do show a private easement. It's shown about midway on the northern boundary, there is a small private easement that goes over to the northern tract. That has been added. The one thing I would like added to the final plat that's filed is them showing the separate service line going to the northern tract. Just to insure that it is in that private easement that's shown.

Odom: Ron, are you able to do that as a part of condition number six?

Petrie: Yes sir.

Hoffman: I was under the impression that this item number four covered that.

Marr: Question for Commissioner Hoffman, who made the motion, exactly what is the motion as related to condition number one. Is it taking money in lieu or is it requiring the sidewalk?

Hoffman: It's either/or. It's up to the applicant whether or not they would like to construct a sidewalk. I would imagine, to take it one step further, that the applicant with the commercial building could put up money in lieu if that's an option available to him and that the unsold lot, if need be, could actually construct a sidewalk and meet our ordinances should that pass City Council. There is going to be a period of time that they will have to wait before the plat can be filed if they choose to exercise the money in lieu of option.

Marr: But the requirement itself is that either money or sidewalk goes? It's not a waiver?

Hoffman: No. The only waiver I'm intending on is number two with that right-of-way dedication.

Marr: Thank you.

Odom: Any further discussion? Call the roll.

**ROLL CALL:**

Upon roll call LS 01-4.00 is approved by a unanimous vote of 7-0-0.

NOTE: DESIGN OF SIDEWALK IS CONTINGENT UPON REVIEW OF [illegible] PLAT BY THE CITY OF FAYETTEVILLE PLANNING DEPARTMENT.

**MEADOWLARK ADDITION**

**R-1 ZONING**

765-08329-000
CAROLL & PATRICK JAMIE S. DIXON

765-08328-000
RAY S. & MRYNA M. HASSELL

765-08327-000
STEPHEN D. CARTER

765-08326-000
LEONA B. HAMPTON

765-08325-000
LEONA B. HAMPTON

765-08330-000
FIRST ASSEMBLY OF GOD CHURCH

765-08331-000
BILLIE JOE & CHOM SON DANIEL

765-08332-000
JIMMY W. & NONA L. SPILLARS

765-08333-000
BARBARA A. NORRIS

**PARENT TRACT**

A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) AND A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) ALL IN SECTION TWENTY-EIGHT (28), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4); THENCE S02°28'18"W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4), SAID POINT BEING AN EXISTING ARKANSAS STATE LAND SURVEY MONUMENT; THENCE S02°28'18"W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4), A DISTANCE OF 553.75 FEET (33.50 RODS) TO THE TRUE POINT OF BEGINNING; THENCE N87°20'17"W 299.47 FEET; THENCE S02°28'18"W 246.95 FEET TO A SET IRON; THENCE S87°20'17"E 436.13 FEET TO A SET IRON ON THE WEST RIGHT-OF-WAY (ROW) OF SOUTH SCHOOL AVENUE, SAID POINT BEING ON A 1392.39 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY 69.50 FEET; THENCE S87°20'17"E 39.63 FEET TO THE CENTER OF AN EXISTING DITCH; THENCE N47°09'49"W 14.71 FEET TO A SET IRON; THENCE N15°31'58"W 11.06 FEET TO A SET IRON; THENCE N87°20'17"W 23.00 FEET TO THE POINT OF BEGINNING

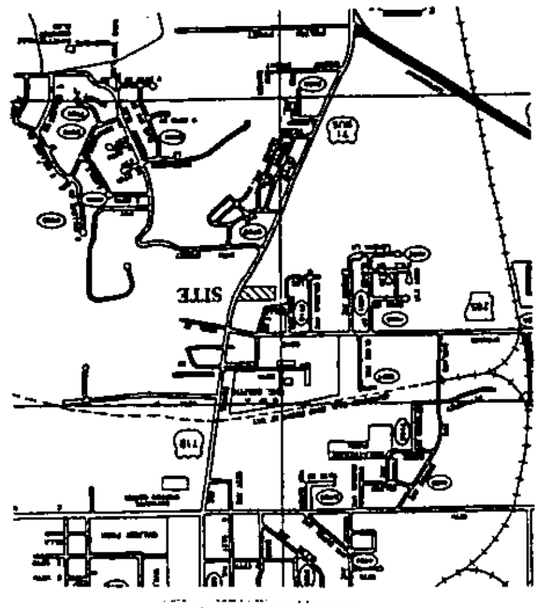
**FLOOD DESIGNATION**

THIS PROPERTY DOES NOT LIE IN ZONE "A/AE" (SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD) AS DETERMINED FROM THE F.I.R.M. MAP OF WASHINGTON COUNTY, ARKANSAS, AND INCORPORATED AREAS, MAP NUMBER 05143C0094 D, EFFECTIVE DATE JULY 21, 1999.

**PROPOSED SANITARY SEWER EASEMENT**

A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) AND A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) ALL IN SECTION TWENTY-EIGHT (28), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4); THENCE S02°28'18"W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4), A DISTANCE OF 553.75 FEET (33.50 RODS) TO THE TRUE POINT OF BEGINNING; THENCE S87°20'17"E 299.47 FEET; THENCE S02°28'18"W 246.95 FEET; THENCE S87°20'17"E 436.13 FEET TO A SET IRON ON THE WEST RIGHT-OF-WAY (ROW) OF SOUTH SCHOOL AVENUE, SAID POINT BEING ON A 1392.39 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY 69.50 FEET; THENCE S87°20'17"E 39.63 FEET TO A POINT IN THE CENTER OF AN EXISTING DITCH; THENCE N47°09'49"W 14.71 FEET TO A SET IRON; THENCE N15°31'58"W 11.06 FEET TO A SET IRON; THENCE N87°20'17"W 23.00 FEET TO THE POINT OF BEGINNING

**VICINITY MAP**




GRAPHIC SCALE - FEET
30 0 30 60 90

LEGEND

| | |
|---|---|
| △ | STATE MONUMENT |
| ● | FOUND IRON PIN |
| ○ | SET IRON PIN |
| ⊕ | CUTTON OF PUBLIC |
| ⊗ | FENCE CORNER |
| △ | SURVEYOR'S AXLE |
| □ | STONE MARKER |
| □ | SET ALUM. NOK. |
| ⊘ | POWER POLE |

| | |
|---|---|
| NAME | MARY REED / PG. 639-640 |
| CITY | FAYETTEVILLE |
| COUNTY | WASHINGTON |
| STATE | ARKANSAS |
| DATE | FEBRUARY 6, 2001 |
| SCALE | 1" = 30' |
| JOB NO. | 00018 |

APA
110 E. COLLEGE AVE.
SUITE 501
FAYETTEVILLE, AR 72701
PH. 444-8784
FAX 444-0884

Alan Reid
& ASSOCIATES
P.O. BOX 2351
FAYETTEVILLE, AR 72702
PH. 443-5100

STATE OF ARKANSAS
REGISTERED
No. 1105
PROFESSIONAL LAND SURVEYOR
G. ALAN REID
SIGNATURE

**REMAINDER**

A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) AND A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) ALL IN SECTION TWENTY-EIGHT (28), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4); THENCE S02°28'18"W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4), SAID POINT BEING AN EXISTING ARKANSAS STATE LAND SURVEY MONUMENT; THENCE S02°28'18"W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4), A DISTANCE OF 553.75 FEET (33.50 RODS) TO THE TRUE POINT OF BEGINNING; THENCE N87°20'17"W 299.47 FEET; THENCE S02°28'18"W 246.95 FEET TO A SET IRON ON THE WEST RIGHT-OF-WAY (ROW) OF SOUTH SCHOOL AVENUE, SAID POINT BEING ON A 1392.39 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY 69.50 FEET; THENCE S87°20'17"E 39.63 FEET TO A POINT IN THE CENTER OF AN EXISTING DITCH; THENCE N47°09'49"W 14.71 FEET TO A SET IRON AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED 2.474 ACRE TRACT; THENCE N87°20'17"W 25.00 FEET TO THE POINT OF BEGINNING

**PROPOSED SPLIT**

A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) AND A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) ALL IN SECTION TWENTY-EIGHT (28), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4); THENCE S02°28'18"W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4), SAID POINT BEING AN EXISTING ARKANSAS STATE LAND SURVEY MONUMENT; THENCE S02°28'18"W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4), A DISTANCE OF 553.75 FEET (33.50 RODS) TO THE TRUE POINT OF BEGINNING; THENCE N87°20'17"W 299.47 FEET; THENCE S02°28'18"W 246.95 FEET TO A SET IRON ON THE WEST RIGHT-OF-WAY (ROW) OF SOUTH SCHOOL AVENUE, SAID POINT BEING ON A 1392.39 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY 69.50 FEET; THENCE S87°20'17"E 39.63 FEET TO A POINT IN THE CENTER OF AN EXISTING DITCH; THENCE N47°09'49"W 14.71 FEET TO A SET IRON; THENCE N15°31'58"W 11.06 FEET TO A SET IRON AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED 2.474 ACRE TRACT; THENCE N87°20'17"W 25.00 FEET TO THE POINT OF BEGINNING

**REMAINDER**

A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) AND A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) ALL IN SECTION TWENTY-EIGHT (28), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4); THENCE S02°28'18"W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4), SAID POINT BEING AN EXISTING ARKANSAS STATE LAND SURVEY MONUMENT; THENCE S02°28'18"W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4), A DISTANCE OF 553.75 FEET (33.50 RODS) TO THE TRUE POINT OF BEGINNING; THENCE N87°20'17"W 299.47 FEET; THENCE S02°28'18"W 246.95 FEET TO A SET IRON ON THE WEST RIGHT-OF-WAY (ROW) OF SOUTH SCHOOL AVENUE, SAID POINT BEING ON A 1392.39 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY 69.50 FEET; THENCE S87°20'17"E 39.63 FEET TO A POINT IN THE CENTER OF AN EXISTING DITCH; THENCE N47°09'49"W 14.71 FEET TO A SET IRON; THENCE N15°31'58"W 11.06 FEET TO A SET IRON AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED 2.474 ACRE TRACT; THENCE N87°20'17"W 25.00 FEET TO THE POINT OF BEGINNING

**BASIS OF BEARINGS:** ARKANSAS STATE PLANE COORDINATE SYSTEM (NORTH ZONE) CITY OF FAYETTEVILLE, ARKANSAS GIS MONUMENTATION

**STATE SURVEYOR PLAT CODE:** 500-16N-30W-0-28-104-72-1005

| CURVE | RADIUS | TANGENT | LENGTH | DELTA | DEGREE | CHORD | CH.BEARING |
|---|---|---|---|---|---|---|---|
| A | 1377.38' | 5.39' | 11.18' | 0°27'54" | 4°09'35" | 11.18' | S20°28'24"W |
| E | 1377.38' | 37.46' | 74.90' | 3°06'57" | 4°09'35" | 74.89' | S25°35'32"W |

| COURSE | BEARING | DISTANCE |
|---|---|---|
| B | S87°02'43"E | 3.30' |
| C | S22°42'33"W | 82.52' |
| D | N66°04'38"W | 1.13' |
| F | N58°52'13"W | 0.37' |

| | |
|---|---|
| MP COR. | |
| SECTION 28 | |
| NE 1/4 | |
| T-16-N, R-30-W | |
| STATE MONUMENT | |

SW COR.
SECTION 28
T-16-N, R-30-W

N02°28'18"E 3.91'

532.75'

S87°20'17"E 1323.60'

765-15346-000
T & N CORPORATION

765-15343-000
MARY PAULINE REED

765-15346-000
MARY PAULINE REED

765-15344-000
JOHN & CYNTHIA MEARES

765-15345-000
DENNIS INVESTMENTS LLC

765-15347-000
DANNY B. WILDE

765-15348-000
ATTN: NANCY REED GRIFFITH TRUST

765-15351-000
ARTHUR & GERTRUDE HELTZEL

C-2 ZONING

I-1 ZONING

R-1 ZONING

R/W DEDICATION

S. SCHOOL AVENUE (ASPHALT)

EXISTING 1 STORY BRICK BUILDING

SHOP BUILDING

EXISTING FRAME HOUSE W/BASEMENT

EXISTING 2 STORY FRAME HOUSE

METAL SHED

EXISTING GARAGE

EXISTING PORCH

EXISTING DRIVE

EXISTING PARKING

PROPOSED RIGHT-OF-WAY

CENTERLINE OF DITCH

PROPOSED 6' SIDEWALK

SEWER LINE FROM DIRECTION OF HOUSES

PROPOSED SPLIT
19806.78 SQ. FT.
(0.455 ACRES)

REMAINDER
107773.7 SQ. FT.
2.474 ACRES

N87°20'17"W 238.47'
N87°20'17"W 55.18'
N87°20'17"W 232.88'
N87°20'17"W 15.72'

N15°31'58"W 11.06'
N38°10'39"W 38.85'
N36°24'07"W 35.21'
N63°13'20"W 36.75'
N15°02'05"W 48.06'
N58°52'13"E 15.42'
N41°58'18"W 28.13'
N27°46'22"E 26.48'
N63°36'39"W 5.03'

S87°20'17"E 238.47'
S87°20'17"E 55.18'
S87°20'17"E 232.88'
S87°20'17"E 15.72'

S02°28'18"W 553.75'

765-08330-000
765-08331-000
765-08332-000
765-08333-000
765-08329-000
765-08328-000
765-08327-000
765-08326-000
765-08325-000
765-15343-000
765-15344-000
765-15346-000
765-15347-000
765-15348-000
765-15351-000
765-15346-000
765-15346-000

# STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of: March 6, 2001

**FROM:**

| Randy Allen | Street | Public Works |
|---|---|---|
| Name | Division | Department |

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

**COST TO CITY:**

| $1,416,951 | $1,681,250 | In-House Pavement Imp. |
|---|---|---|
| Cost of this request | Category/Project Budget | Category/Project Name |
| 4470-9470-5809.00 | $264,299 | N/A |
| Account Number | Funds Used to Date | Program Name |
| 97022 | $1,416,951 | Sales Tax Capital |
| Project Number | Remaining Balance | Fund |

**BUDGET REVIEW:** X Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator — 2-26-01

Administrative Services Director

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

Accounting Manager — 2/27/01 Date

ADA Coordinator — Date

City Attorney — 2/27/01 Date

Internal Auditor — Date

Purchasing Officer — 2-27-01 Date

**STAFF RECOMMENDATION:**

Division Head — 2-23-01 Date

Cross Reference

New Item: YES NO

Department Director — 2-27-01 Date

Prev Ord/Res #: _____

Administrative Services Director — 2/28/01 Date

Orig. Contract Date: _____

Mayor — 3/05/01 Date

Orig. Contract Number: _____

## STAFF REVIEW FORM

Description: Award of Bids for Construction Materials Meeting Date: 03/06/2001

Comments: Reference Comments:

Budget Coordinator:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

## DEPARTMENTAL CORRESPONDENCE

**TO:** Fayetteville City Council

**THRU:** Dan Coody, Mayor

**FROM:** Don Bunn, Assistant Public Works Director
Randy Allen, Street Superintendent R.A.

**DATE:** February 23, 2001

**SUBJECT:** **2001 Bid Awards for Materials**

Bids have been opened for construction materials utilized by the Street Division and other divisions of the City for the fiscal year 2001. The results of those bids are attached and this memo has staff's award recommendations.

The curb and gutter bid only had one bidder and should be awarded to Jerry D. Sweetser, Inc.

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

The de-icing salt bid only had one bidder and should be awarded to Morton Salt.

The portland cement bid had two bidders and should be awarded to Tune Concrete Company.

The hot-applied thermoplastic pavement marking bid had two bidders and should be awarded to Time Striping, Inc.

The asphalt oil bid had three bidders with one line item (AC-30) having no bids and it will not be re-bid. Item #2 (AC-20) only had one bid and should be awarded to National Oil & Supply, Inc. Item #3 only had one bid and should be awarded to Ergon Asphalt & Emulsion. Item #4 only had one bidder but will not be awarded.

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

The asphalt and aggregate bid had three bidders for the aggregate and one bidder for the asphalt. The bid should be awarded to the low bidder on aggregate and the only bidder on asphalt, APAC Arkansas, McClinton Anchor Division.

The topsoil bid had no bidders and will be quoted on an as needed basis.

City of Fayetteville
Agenda Attachment

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

| Account # | Account / Project Name | Project # | Amount |
|---|---|---|---|
| 4470-9470-5809.00 | In-House Pavement Improvements | 97022 | $1,097,000 |
| 4470-9470-5814.00 | In-House Sidewalk Improvements | 96041 | $315,000 |
| 2100-4120-5215.00 | Hot Mix Asphalt & Gravel | Operations | $153,500 |
| 5400-4310-5216.00 | Construction Materials | Operations | $75,000 |
| 5400-4410-5216.00 | Construction Materials | Operations | $28,750 |
| 5400-5620-5216.00 | Construction Materials | Operations | $12,000 |
| | Total Funds Available | | $1,681,250 |
| | Funds Committed / Used | | $264,299 |
| | Funds Remaining | | $1,416,951 |

Funds committed include labor and equipment for the In-House paving program of $50,000 and $214,299 respectively.

Construction Mat.
A. 3. Page 5

)1-02
: 2/5/01
: 11:00 AM
OF FAYETTEVILLE

**DESCRIPTION: CURB & GUTTER**

| BIDDER | ITEM # 1 | ITEM #2 | ITEM #3 |
|---|---|---|---|
| JERRY D SWEETSER INC | $8.35 unit<br>$16,700.00 tot | $7.35 unit<br>$7,350.00 tot | $4.55 unit<br>$455.50 tot |

Certified by P Vice p Williams 2-05-01
P Vice Witness Date

# INVITATION TO BID
## CITY OF FAYETTEVILLE, ARKANSAS

| BID # | DATE ISSUED: | DATE AND TIME OF OPENING: |
|---|---|---|
| 2001-2 | January 19, 2001 | February 5, 2001 at 11:00 a.m. |

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

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

| ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 1 | **Price per linear foot of Hand-Formed curb & gutter.** (per attached specifications) | ESTIMATED 2000. | 8.35 | 16,700.00 |
| 2 | **Price per linear foot of Machine-Placed curb & gutter.** (per attached specifications) | 1000. | 7.35 | 7,350.00 |
| 3 | **Price per square foot of sidewalk.** (per attached specifications) | 100. | 4.55 | 455.00 |
| | | | TOTAL: | 24505.00 |

Restrictions or exceptions to the bid must be noted:

## EXECUTION OF BID

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

UNSIGNED BIDS WILL BE REJECTED

| NAME OF FIRM: | PHONE: | TAX PERMIT: | |
|---|---|---|---|
| JERRY D. SWEETSER, INC. | 443-3026 | | |
| BUSINESS ADDRESS: | CITY AND STATE: | | ZIP: |
| 590 WEST POPLAR | FAYETTEVILLE AR | | 72703 |
| AUTHORIZED SIGNATURE: | TITLE: | | DATE: |
| | PRESIDENT | | 02-02-01 |

ARKANSAS PREFERENCE REQUESTED: (X) YES ( ) NO

Construction Mat.
A. 3. Page 7

)1-06
: 02/02/01
11:00 AM
OF FAYETTEVILLE

**DESCRIPTION: RED HILLSIDE GRAVEL**

| BIDDER | ITEM # 1 | ITEM #2 |
|---|---|---|
| LES ROGERS INC | $1.15 cu yd | $2.65 del cu yd |

Certified by P Vice _____ 2-02-01
P Vice Witness Date

# INVITATION TO BID

| BID # | DATE ISSUED: | DATE AND TIME OF OPENING: |
|---|---|---|
| 2001-6 | January 19, 2001 | February 2, 2001 at 11:00 a.m. |

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

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

| ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 1 | Red Hillside Gravel - per Cubic Yard | 1 | 1.25 | 1.25 |
| 2 | Delivery Price - per Cubic Yard | 1 | 1.50 | 2.65 |
| | Please submit copy of soil analysis report for the material being bid. | | | |
| | Location of material: West 16 Washington Fire Dept. | | | |
| | If City of Fayetteville picks up, will there be equipment at the site to load our trucks? | Yes ✓ No | | |
| | Is there a loading charge? | Yes No ✓ | Amount : | |
| | RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED: Some Orders may need to be requested in advance | | | |

## EXECUTION OF BID

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

| UNSIGNED BIDS WILL BE REJECTED | NAME OF FIRM: | PHONE: | TAX PERMIT: | |
|---|---|---|---|---|
| | Les Rogers INC. | 443930 | 108803-72-001 | |
| | BUSINESS ADDRESS: | CITY AND STATE: | | ZIP: |
| | 1555 Warehouse Dr | Fayetteville Ar | | 72701 |
| | AUTHORIZED SIGNATURE: Les Rogers | TITLE: President | | DATE: 1-31-01 |

ARKANSAS PREFERENCE REQUESTED: (✓) YES ( ) NO

A. 3. Page 9

: 01-03
TE: 02/02/01
IE: 11:00 AM
Y OF FAYETTEVILLE

**DESCRIPTION: DE-ICING SALT**

| BIDDER | ITEM # 1 |
|---|---|
| **MORTON SALT** | $54.75/ ton<br>$21,900.00 tot |

Certified by Alice R Williams 2-02-01
P Vice Purch Mgr Witness Date

# INVITATION TO BID

| BID # | DATE ISSUED: | DATE AND TIME OF OPENING: |
|---|---|---|
| 2001-3 | January 19, 2001 | February 2, 2001 at 11:00 a.m. |

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

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

| ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 1 | DE-ICING SALT<br>Dump truck delivery<br>Medium crushed rock salt for de-icing roads.<br><br>Estimate usage to be approximately 400 tons per year. Bid is for the years 2001 and 2002.<br><br>Please indicate if quantities affect prices.<br>Prices quoted herein are firm from September 2001 thru May 2001<br>Specification sheet enclosed<br>RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED: | TON | $54.75/ton | $21,900.00 |

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

NET 30 DAYS

## EXECUTION OF BID

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

UNSIGNED BIDS WILL BE REJECTED

| NAME OF FIRM: | PHONE: | FED. ID#: | |
|---|---|---|---|
| Morton Salt | For ordering 903/962-4213 | 36-4140798 | |
| BUSINESS ADDRESS: 100 N. Riverside Plaza Chicago, IL 60606-1597 | CITY AND STATE: Chicago, IL | | ZIP: 60606-1597 |
| AUTHORIZED SIGNATURE: Michael J. Smith | TITLE: Assistant Government Business Manager | | DATE: 1/30/01 |

BID: 01-05
DATE: 02/02/01
TIME: 11:00 AM
CITY OF FAYETTEVILLE

**DESCRIPTION: PORTLAND CEMENT**

| ITEM | |
|---|---|
| TUNE CONCRETE | $82.00 ton<br>min 25 ton load<br>for fuel prices in excess of $1.499<br>add 2% fuel surcharge |
| BLUE CIRCLE CEMENT | $83.72 ton |

Certified by P Vice R Williams 2/2/01
P Vice Purch Mgr Witness Date

# INVITATION TO BID

| BID # | DATE ISSUED: | DATE AND TIME OF OPENING: |
|---|---|---|
| 2001-5 | January 19, 2001 | February 2, 2001, at 11:00 a.m. |

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

| F. O. B. | BUYER'S PHONE # | GUARANTEED DELIVERY DATE: |
|---|---|---|
| Fayetteville, AR | (501) 575-8288 | |

| ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 1 | Portland Cement (Type 1) Cement to be delivered to City of Fayetteville Shop Yard at 1525 S. Happy Hollow Road in full truckload quantities.<br><br>Annual 2001 Bid.<br><br>Please indicate if quantities affect prices.<br><br>RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:<br>For Fuel Prices in Excess of $1.49 a Gal. 2% Fuel Surcharge. Minimum 25 Ton loads | Ton<br><br>$ 82.00 | $82.00 | $82.00 - Ton |

## EXECUTION OF BID

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

UNSIGNED BIDS WILL BE REJECTED

| NAME OF FIRM: | PHONE: 501 | FED. ID#: | |
|---|---|---|---|
| Tunx Trucking Co | 442-8251 | 71-0783916 | |
| BUSINESS ADDRESS: | CITY AND STATE: | | ZIP: |
| P.O. Box 1826 | Fayetteville, Ar | | 72702 |
| AUTHORIZED SIGNATURE: | TITLE: | | DATE: |
| Lloyd Purcell | Sales Mgr | | 2-1-01 |

# INVITATION TO BID

| BID # | DATE ISSUED: | DATE AND TIME OF OPENING: |
|---|---|---|
| 2001-5 | January 19, 2001 | February 2, 2001, at 11:00 a.m. |

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

| F. O. B. | BUYER'S PHONE # | GUARANTEED DELIVERY DATE: |
|---|---|---|
| Fayetteville, AR | (501) 575-8289 | On Blay Order is Received |

| ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 1 | Portland Cement (Type I Pm) Cement to be delivered to City of Fayetteville Shop Yard at 1525 S. Happy Hollow Road in full truckload quantities.<br><br>Annual 2001 Bid.<br><br>Please indicate if quantities affect prices. No<br><br>RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED: | Ton | $83.72 TDK | |

## EXECUTION OF BID

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

UNSIGNED BIDS WILL BE REJECTED

| NAME OF FIRM: | PHONE: | FED. ID#: | |
|---|---|---|---|
| Blue Circle Cement | 800-999-3900 | 22-245-2181 | |
| BUSINESS ADDRESS: | CITY AND STATE: | | ZIP: |
| 2609 N. 145th E. Ave | Tulsa, OK | | 74116 |
| AUTHORIZED SIGNATURE: | TITLE: | | DATE: |
| Jim Benson | Sales Adm Mgr | | 1/30/01 |

BID: 01-08
DATE: 02/05/01
TIME: 11:00 AM
CITY OF FAYETTEVILLE

**DESCRIPTION: THERMOPLASTIC STREET MATERIALS**

| BIDDER | ITEM # 1 | ITEM # 2 | ITEM 3 | ITEM #4 | ITEM #5 | ITEM #6 |
|---|---|---|---|---|---|---|
| FALCONITE INC/dba ADVANCED WARNINGS | $0.35 | $45.00 | $150.00 | $350.00 | $250.00 | $0.50 |
| ME STRIPING INC | $0.32 | $100.00 | $150.00 | $750.00 | $200.00 | $1.00 |

Certified by P Vice P Vice Purch Mgr  R Williams Witness  2-05-01 Date

# INVITATION TO BID

| BID # 2001-8 | DATE ISSUED: January 19, 2001 | DATE AND TIME OF OPENING: February 5, 2001, at 11:00 a.m. |
|---|---|---|
| BUYER: City of Fayetteville, AR | | DATE REQUIRED: 30 DAYS ARO |
| F. O. B. Fayetteville, AR | BUYER'S PHONE # (501) 575-8289 | GUARANTEED DELIVERY DATE: |

| ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 1 | Hot Truck Applied Thermoplastic White or Yellow (4") - per linear foot. | 45,000 lf (estimate only) | .32 | 14,400.00 |
| 2 | Hot Applied Thermoplastic Arrows - Each | as needed | 100.00 | |
| 3 | Hot Applied Thermoplastic Words - Each. | as needed | 150.00 | |
| 4 | Hot Applied Thermoplastic Railroad Emblems - Each. | as needed | 750.00 | |
| 5 | Hot Applied Thermoplastic Handicap Emblems - Each. (Blue Background w/White Emblem) | as needed | 200.00 | |
| 6 | Hot 4" Hand Applied Thermoplastic for Parking Spaces - per linear foot. | as needed | 1.00 | |
| | * All pavement marking material and lay down procedures must meet current AHTD specifications. | | | |
| | RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED: | | | |

## EXECUTION OF BID

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

| | NAME OF FIRM: | PHONE: | FED. ID#: 71-0669343 |
|---|---|---|---|
| UNSIGNED BIDS WILL BE REJECTED | Time Striping, Inc. | 501-477-0452 | 0117875-79-001-9-4 |
| | BUSINESS ADDRESS: P.O. Box 1236 | CITY AND STATE: Van Buren | ZIP: 72956 |
| | AUTHORIZED SIGNATURE: Lane P Smith | TITLE: Div Manager | DATE: 2/5/01 |

# INVITATION TO BID

| BID # | DATE ISSUED: | DATE AND TIME OF OPENING: |
|---|---|---|
| 2001-8 | January 19, 2001 | February 5, 2001, at 11:00 a.m. |

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

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

| ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 1 | Hot Truck Applied Thermoplastic White or Yellow (4") - per linear foot. | 45,000 lf (estimate only) | .35 | |
| 2 | Hot Applied Thermoplastic Arrows - Each | as needed | 45.00 | |
| 3 | Hot Applied Thermoplastic Words - Each. | as needed | 150.00 | |
| 4 | Hot Applied Thermoplastic Railroad Emblems - Each. | as needed | 350.00 | |
| 5 | Hot Applied Thermoplastic Handicap Emblems - Each. (Blue Background w/White Emblem) | as needed | 250.00 | |
| 6 | Hot 4" Hand Applied Thermoplastic for Parking Spaces - per linear foot. | as needed | .50 | |
| | * All pavement marking material and lay down procedures must meet current AHTD specifications. | | | |
| | RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED: | | | |

## EXECUTION OF BID

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

UNSIGNED BIDS WILL BE REJECTED

| NAME OF FIRM: | PHONE: | FED. ID#: | |
|---|---|---|---|
| FALCONITE, INC. dba ADVANCED WARNINGS | 918/ 682-0039 | 31-1490949 | |
| BUSINESS ADDRESS: | CITY AND STATE: | | ZIP: |
| P.O. BOX 1911 | MUSKOGEE, OK | | 74402 |
| AUTHORIZED SIGNATURE: | TITLE: | | DATE: |
| | OPERATIONS MANAGER | | 2/1/01 |

Construction Trial.
A. 3. Page 17

01-04
E: 02/02/02
E: 11:00 AM
/ OF FAYETTEVILLE

**DESCRIPTION: ASPHALT OIL**

| BIDDER | ITEM # 1 | ITEM # 2 | ITEM #3 | ITEM #4 |
|---|---|---|---|---|
| NATIONAL OIL | no bid | $154.80 ton | no bid | no bid |
| ERGON ASPHALT | no bid | no bid | $0.8786 gal | no bid |
| LION OIL COMPANY | no bid | no bid | no bid | $1.156 gal |

Certified by P Vice / P Vice Purch Mgr  R Williams / Witness  2-02-01 / Date

# INVITATION TO BID

| BID # | DATE ISSUED: | DATE AND TIME OF OPENING: |
|---|---|---|
| 2001-4 | January 19, 2001 | February 2, 2001, at 11:00 a.m. |

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

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

| ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 1 | AC-30 | GALLON | No-Bid | |
| 2 | AC-20 | GALLON | 154,80 A Ton. | |
| 3 | SS-1 | GALLON | No-Bid | |
| 4 | PRIME | GALLON | No-Bid | |
| | PRICES SHOULD REFLECT DELIVERY TO FAYETTEVILLE | | | |
| | ALL PRODUCTS MUST COMPLY WITH ASTM, AASHTO, AND BE CERTIFIED w/STATE OF ARKANSAS | | | |
| | RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED: | | | |
| | | | | |
| | | | | |
| | | | | |

## EXECUTION OF BID

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

UNSIGNED BIDS WILL BE REJECTED

| NAME OF FIRM: | PHONE: | FED. ID# |
|---|---|---|
| National Oil & Supply Co. Inc | 1-800 to 78-6622 | 440649240 |

| BUSINESS ADDRESS: | CITY AND STATE: | ZIP: |
|---|---|---|
| 2345 1/2 W. Kearney St. | Springfield, MO | 65803 |

| AUTHORIZED SIGNATURE: | TITLE: | DATE: |
|---|---|---|
| Ll Rogers | Salesmanager | 1/31/01 |

NATIONAL
OIL & SUPPLY Co., Inc.
P.O. BOX 948 SPRINGFIELD, MISSOURI 65801
PHONE (417) 866-6622

January 31, 2001

**City of Fayetteville, AR**
**Purchasing Office**
**113 W. Mountain St.**
**Fayetteville, AR 72701**

National Oil respectfully offers the following quote. For City of Fayetteville, Arkansas:
(501) 575-8289

| PRODUCT | DELIVERED PRICE |
|---|---|
| PG 64-22 | 154.80 (per ton) |

**DELIVERY:** Freight is based on minimum loads of 5,000 gallons, and our price includes 2 free hours unloading time, the excess time will be $50.00 per hour. If a pump is requested, there will be $50.00 CHARGE. National Oil offers road consulting and an Emergency Response Team, should the need arise. Product left on trailer will not be credited back and a pump off charge will be $50.00.

**TAXES:** Not included

**SPECIFICATIONS:** Complies with ASTM, AASHTO and is certified with the State of Arkansas;

**TELEPHONE:** FREE - 800-678-6622, to place your order.

**SERVICE:** Dispatch available 24 hours a day, 7 days a week.

**CREDIT TERMS:** Net 30 days after date of delivery, invoices over 30 days will be assessed a service charge of one and one-half percent per month or 18% per annum. All accounts and contracts are payable at National Oil & Supply Co., Inc., P.O. Box 948, Springfield, MO., 65801-0948. These quoted prices are firm until December 31, 2001 - if accepted within 14 days.

Sincerely,

David Regehr- Sales

# INVITATION TO BID

| BID # | DATE ISSUED: | DATE AND TIME OF OPENING: |
|---|---|---|
| 2001-4 | January 19, 2001 | February 2, 2001, at 11:00 a.m. |

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

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

| ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 1 | AC-30 | GALLON | No Bid | |
| 2 | AC-20 | GALLON | No Bid | |
| 3 | SS-1 | GALLON | .8786 | |
| 4 | PRIME | GALLON | No Bid | |

PRICES SHOULD REFLECT DELIVERY TO FAYETTEVILLE

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

RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:

1 1/2 hrs. unload time after that $45/hr demurrage charge.

## EXECUTION OF BID

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

UNSIGNED BIDS WILL BE REJECTED

| NAME OF FIRM: | PHONE: | FED. ID# | |
|---|---|---|---|
| Ergon Asphalt + Emulsion | 903572 9839 | 64-0666411 | |
| BUSINESS ADDRESS: | CITY AND STATE: | | ZIP: |
| 209 Airport Rd. | Mt. Pleasant, TX | | 75455 |
| AUTHORIZED SIGNATURE: | TITLE: | | DATE: |
| Kyle Cook | Area Manager | | 1/1/2001 |

# INVITATION TO BID

| BID # | DATE ISSUED: | DATE AND TIME OF OPENING: |
|---|---|---|
| 2001-4 | January 19, 2001 | February 2, 2001, at 11:00 a.m. |

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

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

| ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 1 | AC-30 | GALLON | | |
| 2 | AC-20 | GALLON | | |
| 3 | SS-1 | GALLON | | |
| 4 | PRIME | GALLON | 1.156 | Delivered |

PRICES SHOULD REFLECT DELIVERY TO FAYETTEVILLE

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

RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:

Prices do not include applicable sales tax.

2hrs. free unloading time then $22.50 per half hour demurrage.

Freight subject to fuel surcharge.

## EXECUTION OF BID

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

UNSIGNED BIDS WILL BE REJECTED

| NAME OF FIRM: | PHONE: | FED. ID# | |
|---|---|---|---|
| LION OIL COMPANY | 870-864-1331 | 74-2358146 | |
| BUSINESS ADDRESS: | CITY AND STATE: | | ZIP: |
| 1000 MCHENRY ST. | EL DORADO, AR. | | 71730 |
| AUTHORIZED SIGNATURE: Park Estes | TITLE: AREA SALES MANAGER | | DATE: 1-30-01 |

CITY OF FAYETTEVILLE, ARKANSAS
**Bid 2001-1**
**Concrete**

| ITEM # | DESCRIPTION | Arkhola<br>UNIT PRICE | Mid-Continent<br>UNIT PRICE | Tune<br>UNIT PRICE |
|---|---|---|---|---|
| 1 | 3000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per cubic yard | $ 53.90 cu yd | $ 55.00 cu yd | $ 49.80 cu yd |
| 2 | 3500 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per cubic yard | $ 55.90 cu yd | $ 57.00 cu yd | $ 51.55 cu yd |
| 3 | 4000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per cubic yard | $ 57.90 cu yd | $ 59.00 cu yd | $ 53.30 cu yd |
| 4 | 5000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per cubic yard | $ 61.90 cu yd | $ 60.00 cu yd | $ 59.30 cu yd |
| 5 | 1% Calcium Chloride Admixture | $ 1.20 cu yd | $ 2.00 cu yd | $ 2.00 cu yd |
| 6 | 2% Calcium Chloride Admixture | $ 2.40 cu yd | $ 4.00 cu yd | $ 4.00 cu yd |
| 7 | Air entraining admixture | $ .30 cu yd | $ No Charge | $ No Charge |
| 8 | Hot Water | $ 2.00 cu yd | $ 2.00 cu yd | $ 1.50 cu yd |
| 9 | 3/4" Rock | $ .50 cu yd | $ 2.00 cu yd | $ 1.00 cu yd |
| 10 | Exposed Aggregate | $ 5.00 cu yd | $ 6.00 cu yd | $ 58.50 cu yd |
| 11 | Flowable Fill | $ 44.00 cu yd | $ 36.00 cu yd | $ 38.00 cu yd |

**Note: Arkhola- 2 yard minimum/ 3 yard minimum on flowable fill.**
**Note: Mid Continent- 2 yard minimum**
**Note: Tune Concrete- 1 yard minimum**

**Fuel prices in excess of 1.499 add 2% fuel surcharge**

Peggy Vice

Witness- Rena Williams

Certified Bid Tabulation

# INVITATION TO BID

| BID # | DATE ISSUED: | DATE AND TIME OF OPENING: |
|---|---|---|
| 2001-1 | January 19, 2001 | February 2, 2001 at 11:00 a.m. |

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

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

| ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 1 | 3000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard. | | $49.80 | |
| 2 | 3500 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard. | | $51.55 | |
| 3 | 4000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard. | | $53.30 | |
| 4 | 5000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard. | | $59.30 | |
| 5 | 1% Calcium Chloride Admixture - c.y. | | $2.00 | |
| 6 | 2% Calcium Chloride Admixture - c.y. | | $4.00 | |
| 7 | Air entraining Admixture - per c.y. | | 0 | |
| 8 | Hot Water - per c.y. | | 1.50 | |
| 9 | 3/4" Rock - per c.y. | | 1.00 | |
| 10 | Exposed Aggregate - per c.y. | 3000 PSI - | 58.50 | |
| 11 | Flowable Fill - per c.y. | | 38.00 | |

**MINIMUM BILLED AMOUNT:** 1 Cu Yard

**PRICE OF DELIVERY MUST BE INCLUDED IN CUBIC YARD PRICE.**

**RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:** For Fuel Prices in Excess of $149.9, 2% Fuel Surcharge

## EXECUTION OF BID

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

UNSIGNED BIDS WILL BE REJECTED

| NAME OF FIRM: | PHONE: 501 | FED. ID# | |
|---|---|---|---|
| Tune Concrete Co | 442-8251 | 71-0783916 | |
| BUSINESS ADDRESS: | CITY AND STATE: | | ZIP: |
| P.O. Box 1826 | Fayetteville, Ar | | 72702 |
| AUTHORIZED SIGNATURE: | TITLE: | | DATE: |
| Lloyd Purcell | Sales Mgr | | 2-1-01 |

# INVITATION TO BID

| BID # | DATE ISSUED: | DATE AND TIME OF OPENING: |
|---|---|---|
| 2001-1 | January 19, 2001 | February 2, 2001 at 11:00 a.m. |

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

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

| ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 1 | 3000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard. | per c.y. | 55 00 | |
| 2 | 3500 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard. | per c.y. | 57 00 | |
| 3 | 4000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard. | per c.y. | 59 00 | |
| 4 | 5000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard. | per c.y. | 60 00 | |
| 5 | 1% Calcium Chloride Admixture - c.y. | per c.y. | 2 00 | |
| 6 | 2% Calcium Chloride Admixture - c.y. | per c.y. | 4 00 | |
| 7 | Air entraining Admixture - per c.y. | | NC | |
| 8 | Hot Water - per c.y. | per c.y. | 2 00 | |
| 9 | 3/4" Rock - per c.y. | per c.y. | 2 00 | |
| 10 | Exposed Aggregate - per c.y. | per c.y. | 6 00 | |
| 11 | Flowable Fill - per c.y. | per c.y. | 36 00 | |

**MINIMUM BILLED AMOUNT:** 2 cubic yards

**PRICE OF DELIVERY MUST BE INCLUDED IN CUBIC YARD PRICE.**

**RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:**

## EXECUTION OF BID

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

UNSIGNED BIDS WILL BE REJECTED

| NAME OF FIRM: | PHONE: | FED. ID# |
|---|---|---|
| Mid-Continent Concrete | (501) 273-9545 | 73-1023444 |

| BUSINESS ADDRESS: | CITY AND STATE: | ZIP: |
|---|---|---|
| P O Box 508 | Bentonville, AR | 72712 |

| AUTHORIZED SIGNATURE: | TITLE: | DATE: |
|---|---|---|
| Tony Williams | General Manager | 1/26/01 |

# INVITATION TO BID

| BID # | DATE ISSUED: | DATE AND TIME OF OPENING: |
|---|---|---|
| 2001-1 | January 19, 2001 | February 2, 2001 at 11:00 a.m. |

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

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

| ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 1 | 3000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard. | | 53.90 | |
| 2 | 3500 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard. | | 55.90 | |
| 3 | 4000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard. | | 57.90 | |
| 4 | 5000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard. | | 61.90 | |
| 5 | 1% Calcium Chloride Admixture - c.y. | | 1.20 | |
| 6 | 2% Calcium Chloride Admixture - c.y. | | 2.40 | |
| 7 | Air entraining Admixture - per c.y. | | .30 | |
| 8 | Hot Water - per c.y. | | 2.00 | |
| 9 | 3/4" Rock - per c.y. | | .50 | |
| 10 | Exposed Aggregate - per c.y. 5/8 | | 5.00 | |
| 11 | Flowable Fill - per c.y. | | 44.00 3yd min | |

**MINIMUM BILLED AMOUNT:** 2yd Min + 3yd Min Flowable Fill

**PRICE OF DELIVERY MUST BE INCLUDED IN CUBIC YARD PRICE.**

**RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:**

## EXECUTION OF BID

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

UNSIGNED BIDS WILL BE REJECTED

| NAME OF FIRM: | PHONE: | FED. ID# | |
|---|---|---|---|
| Arkhola | 521-0467 | | |
| BUSINESS ADDRESS: | CITY AND STATE: | | ZIP: |
| P.O. Box 542 | Fayetteville, Ar | | 72741 |
| AUTHORIZED SIGNATURE: | TITLE: | | DATE: |
| Jim Brothers | Sales | | 1-25-01 |

**City of Fayetteville**
**Bid 01-7 Street Materials**

| Bidders: | | McClinton Anchor (West Fork) | | McClinton Anchor (Hindsville) | | McClinton Anchor (Sharps) | | Rogers Group | | Tune Trucking | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM # | DESCRIPTION | UNIT PRICE | | UNIT PRICE | | UNIT PRICE | | UNIT PRICE | | UNIT PRICE | |
| 1 | Course Lime | $ 3.25 | ton | $ 4.90 | ton | $ | ton | $ 5.65 | ton | $ | ton |
| 2 | Abrasives LS (Grit) | $ 5.15 | ton | $ 4.90 | ton | $ | ton | $ | ton | $ | ton |
| 3 | 1 1/4" Concrete Aggregate | $ | ton | $ 6.65 | ton | $ | ton | $ 7.00 | ton | $ 8.20* | ton |
| 4 | 3/4" Concrete Aggregate | $ | ton | $ 6.90 | ton | $ | ton | $ 7.10 | ton | $ 8.75 | ton |
| 5 | Class 7 Base (SB-2) | $ 5.65 | ton | $ 5.05 | ton | $ 4.85 | ton | $ 5.50 | ton | $ | ton |
| 6 | Fill Material | $ 1.65 | ton | $ | ton | $ 1.50 | ton | $ 2.00 | ton | $ | ton |
| 7 | Surge Pile (8" minus) | $ 5.15 | ton | $ | ton | $ | ton | $ | ton | $ | ton |
| 8 | Rip Rap (Sized Rock) | $ 10.25 | ton | $ 10.00 | ton | $ 10.00 | ton | $ 10.00 | ton | $ | ton |
| 9 | Shot Rock | $ 3.90 | ton | $ 3.65 | ton | $ 3.65 | ton | $ 5.25 | ton | $ | ton |
| 10 | Superpave | $ 28.37 | ton | $ 27.68 | ton | $ 27.73 | ton | $ | ton | $ | ton |
| 11 | TY 2 HM SURF | $ 23.06 | ton | $ | ton | $ 24.96 | ton | $ | ton | $ | ton |
| 12 | TY 3 HM SURF | $ 21.61 | ton | $ | ton | $ 23.70 | ton | $ | ton | $ | ton |
| 13 | TY 2 HM SURF SS | $ 23.01 | ton | $ | ton | $ 25.22 | ton | $ | ton | $ | ton |
| 14 | TY 3 HM SURF SS | $ 24.79 | ton | $ | ton | $ 25.08 | ton | $ | ton | $ | ton |
| 15 | Premix-Course | $ 27.00 | ton | $ | ton | $ 27.00 | ton | $ | ton | $ | ton |
| 16 | HM Base (Black Base) | $ 19.55 | ton | $ | ton | $ 20.43 | ton | $ | ton | $ | ton |
| 17 | TY 1 HM Binder | $ 21.22 | ton | $ | ton | $ 20.94 | ton | $ | ton | $ | ton |
| 18 | TY 2 HM Binder | $ 21.49 | ton | $ | ton | $ 20.93 | ton | $ | ton | $ | ton |
| 19 | Delivery price to City of Fayetteville Corporate City Limits | $ * | ton | $ * | ton | $ * | ton | $ 2.60*<br>$ 2.85* | ton | $ | ton |
| | | *Agg-2.15/ton<br>*RipRap-3.15/to<br>*Asphalt-2.45/to | | 2.65/ton<br>3.65/ton<br>2.95/ton | | 2.80/ton<br>3.80/ton<br>3.10/ton | | *2.60 N. of Township<br>*2.85 S. of Township | | * 1" substitute<br>Fuel prices in excess of $1.499 per gallon add 2% fuel surcharge<br>Minimum 25 Ton Loads | |

Peggy Vice, Purchasing

Witness-Rena Williams

Certification of Bid Tabulation

Construction Mat.
A. 3. Page 27

**ity of Fayetteville**
**id 01-7 Street Materials**

**idders:**

| ITEM # | DESCRIPTION | McClinton Anchor (West Fork) UNIT PRICE | McClinton Anchor (Hindsville) UNIT PRICE | McClinton Anchor (Sharps) UNIT PRICE | Rogers Group UNIT PRICE | Tune Trucking UNIT PRICE |
|---|---|---|---|---|---|---|
| 1 | Course Lime | $ 3.25 ton | $ 4.90 ton | $ ton | $ 5.65 ton | $ ton |
| 2 | Abrasives LS (Grit) | $ 5.15 ton | $ 4.90 ton | $ ton | $ ton | $ ton |
| 3 | 1 1/4" Concrete Aggregate | $ ton | $ 6.65 ton | $ ton | $ 7.00 ton | $ 8.20* ton |
| 4 | 3/4" Concrete Aggregate | $ ton | $ 6.90 ton | $ ton | $ 7.10 ton | $ 8.75 ton |
| 5 | Class 7 Base (SB-2) | $ 5.65 ton | $ 5.05 ton | $ 4.85 ton | $ 5.50 ton | $ ton |
| 6 | Fill Material | $ 1.65 ton | $ ton | $ 1.50 ton | $ 2.00 ton | $ ton |
| 7 | Surge Pile (8" minus) | $ 5.15 ton | $ ton | $ ton | $ ton | $ ton |
| 8 | Rip Rap (Sized Rock) | $ 10.25 ton | $ 10.00 ton | $ 10.00 ton | $ 10.00 ton | $ ton |
| 9 | Shot Rock | $ 3.90 ton | $ 3.65 ton | $ 3.65 ton | $ 5.25 ton | $ ton |
| 10 | Superpave | $ 28.37 ton | $ 27.68 ton | $ 27.73 ton | $ ton | $ ton |
| 11 | TY 2 HM SURF | $ 23.06 ton | $ ton | $ 24.96 ton | $ ton | $ ton |
| 12 | TY 3 HM SURF | $ 21.61 ton | $ ton | $ 23.70 ton | $ ton | $ ton |
| 13 | TY 2 HM SURF SS | $ 23.01 ton | $ ton | $ 25.22 ton | $ ton | $ ton |
| 14 | TY 3 HM SURF SS | $ 24.79 ton | $ ton | $ 25.08 ton | $ ton | $ ton |
| 15 | Premix-Course | $ 27.00 ton | $ ton | $ 27.00 ton | $ ton | $ ton |
| 16 | HM Base (Black Base) | $ 19.55 ton | $ ton | $ 20.43 ton | $ ton | $ ton |
| 17 | TY 1 HM Binder | $ 21.22 ton | $ ton | $ 20.94 ton | $ ton | $ ton |
| 18 | TY 2 HM Binder | $ 21.49 ton | $ ton | $ 20.93 ton | $ ton | $ ton |
| 19 | Delivery price to City of Fayetteville Corporate City Limits | $ * ton | $ * ton | $ * ton | $ 2.60* ton<br>$ 2.85* ton | $ ton |

*Agg-2.15/ton 2.65/ton 2.80/ton
*RipRap-3.15/to 3.65/ton 3.80/ton
*Asphalt-2.45/to 2.95/ton 3.10/ton

*2.60 N. of Township

*2.85 S. of Township

* 1" substitute

Fuel prices in excess of $1.499 per gallon add 2% fuel surcharge

Minimum 25 Ton Loads

P Vice

Peggy Vice, Purchasing

R Williams

Witness-Rena Williams

Certification of Bid Tabulation

# INVITATION TO BID

| BID # | DATE ISSUED: | DATE AND TIME OF OPENING: |
|---|---|---|
| 2001-7 | January 19, 2001 | February 2, 2001 at 11:00 a.m. |

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

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

| ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 1 | Coarse Lime | TON | - | |
| 2 | Abrasives-LS (Grit) | TON | - | |
| 3 | 1 ~~1/4"~~ Concrete Aggregate 1" | TON | 8.20 | |
| 4 | 3/4" Concrete Aggregate | TON | 8.75 | |
| 5 | Class 7 Base (SB-2) | TON | - | |
| 6 | Fill Material | TON | - | |
| 7 | Surge Pile (8" Minus) | TON | - | |
| 8 | Rip Rap (Sized Rock) | TON | - | |
| 9 | Shot Rock | TON | - | |
| 10 | Superpave | TON | - | |
| 11 | TY-2 HM SURF-LS | TON | - | |
| 12 | TY-3 HM SURF-LS | TON | - | |
| 13 | TY-2 HM SURF-SS | TON | - | |
| 14 | TY-3 HM SURF-SS | TON | - | |
| 15 | Premix-Coarse | TON | - | |
| 16 | HM Base (Black Base) | TON | - | |
| 17 | TY-1 HM Binder | TON | - | |
| 18 | TY-2 HM Binder | TON | - | |
| 19 | Delivery price to City of Fayetteville Corporate City Limits | TON | 0 | |

RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:

For Fuel Prices Increase of $1.49 per gallon - 2% Fuel Surcharge (minimum 25 Ton Loads)

## EXECUTION OF BID

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

UNSIGNED BIDS WILL BE REJECTED

| NAME OF FIRM: | PHONE: 501 | TAX PERMIT: | |
|---|---|---|---|
| Tune Trucking Co | 442-8251 | 227868-72-001 | |
| **BUSINESS ADDRESS:** | **CITY AND STATE:** | | **ZIP:** |
| P.O 1826 | Fayetteville, Ar | | 72702 |
| **AUTHORIZED SIGNATURE:** | **TITLE:** | | **DATE:** |
| Lloyd Russell | Sales Mgr | | 2-1-01 |

# INVITATION TO BID

| BID # | DATE ISSUED: | DATE AND TIME OF OPENING: |
|---|---|---|
| 2001-7 | January 19, 2001 | February 2, 2001 at 11:00 a.m. |

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

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

| ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 1 | **Coarse Lime** | TON | 5.65 | |
| 2 | **Abrasives-LS (Grit)** | TON | | |
| 3 | **1 1/4" Concrete Aggregate** | TON | 7.00 | |
| 4 | **3/4" Concrete Aggregate** | TON | 7.10 | |
| 5 | **Class 7 Base (SB-2)** | TON | 5.50 | |
| 6 | **Fill Material** | TON | 2.00 | |
| 7 | **Surge Pile (8" Minus)** | TON | | |
| 8 | **Rip Rap (Sized Rock)** | TON | 10.00 | |
| 9 | **Shot Rock** | TON | 5.25 | |
| 10 | **Superpave** | TON | | |
| 11 | **TY-2 HM SURF-LS** | TON | | |
| 12 | **TY-3 HM SURF-LS** | TON | | |
| 13 | **TY-2 HM SURF-SS** | TON | | |
| 14 | **TY-3 HM SURF-SS** | TON | | |
| 15 | **Premix-Coarse** | TON | | |
| 16 | **HM Base (Black Base)** | TON | | |
| 17 | **TY-1 HM Binder** | TON | | |
| 18 | **TY-2 HM Binder** | TON | | |
| 19 | Delivery price to City of Fayetteville Corporate City Limits | TON | 2.60<br>2.85 | N of Township<br>S of township |

RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:

## EXECUTION OF BID

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

UNSIGNED BIDS WILL BE REJECTED

| NAME OF FIRM: | PHONE: | TAX PERMIT: | |
|---|---|---|---|
| Rogers Group, Inc | 751-6343 | 35-1418333 | |
| BUSINESS ADDRESS: | CITY AND STATE: | | ZIP: |
| 4850 Hwy 264 E | Lowell . AR | | 72745 |
| AUTHORIZED SIGNATURE: | TITLE: | | DATE: |
| Mary J Hall | Sales Rep. | | 2-2-01 |

Fork Facility

* See Attached Price Sheet

# INVITATION TO BID

| BID # | DATE ISSUED: | DATE AND TIME OF OPENING: |
|---|---|---|
| 2001-7 | January 19, 2001 | February 2, 2001 at 11:00 a.m. |

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

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

| ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 1 | **Coarse Lime** | TON | | |
| 2 | **Abrasives-LS (Grit)** | TON | | |
| 3 | **1 1/4" Concrete Aggregate** | TON | | |
| 4 | **3/4" Concrete Aggregate** | TON | | |
| 5 | **Class 7 Base (SB-2)** | TON | | |
| 6 | **Fill Material** | TON | | |
| 7 | **Surge Pile (8" Minus)** | TON | | |
| 8 | **Rip Rap (Sized Rock)** | TON | | |
| 9 | **Shot Rock** | TON | See | |
| 10 | **Superpave** | TON | Attached | |
| 11 | **TY-2 HM SURF-LS** | TON | | |
| 12 | **TY-3 HM SURF-LS** | TON | | |
| 13 | **TY-2 HM SURF-SS** | TON | | |
| 14 | **TY-3 HM SURF-SS** | TON | | |
| 15 | **Premix-Coarse** | TON | | |
| 16 | **HM Base (Black Base)** | TON | | |
| 17 | **TY-1 HM Binder** | TON | | |
| 18 | **TY-2 HM Binder** | TON | | |
| 19 | Delivery price to City of Fayetteville Corporate City Limits | TON | | |
| | RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED: | Haul To South City Limits | | |
| | | Aggregate | $2.15/Ton | |
| | | Rip Rap | $3.15/Ton | |
| | | Asphalt | $2.45/Ton | |

## EXECUTION OF BID

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

UNSIGNED BIDS WILL BE REJECTED

| NAME OF FIRM: | PHONE: | TAX PERMIT: | |
|---|---|---|---|
| APAC Arkansas Inc. McClinton-Anchor Division | 587-3300 | 58-140-1469 | |
| BUSINESS ADDRESS: | CITY AND STATE: | | ZIP: |
| P.O. Box 1367 240 N. Block St. | Fayetteville, AR | | 72702 |
| AUTHORIZED SIGNATURE: | TITLE: | | DATE: |
| James A. Orr | Admin Vice President | | 02/01/01 |

Hindsville Facility — See Attached Price Sheet



# INVITATION TO BID

| BID # | DATE ISSUED: | DATE AND TIME OF OPENING: |
|---|---|---|
| 2001-7 | January 19, 2001 | February 2, 2001 at 11:00 a.m. |

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

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

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

## EXECUTION OF BID

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

UNSIGNED BIDS WILL BE REJECTED

| NAME OF FIRM: | PHONE: | TAX PERMIT: | |
|---|---|---|---|
| APAC Arkansas, Inc. McClinton-Anchor Division | 587-3300 | 58-140-1469 | |
| BUSINESS ADDRESS: P.O. Box 1367 240 N Block Street | CITY AND STATE: Fayetteville, AR | | ZIP: 72702 |
| AUTHORIZED SIGNATURE: James A. Ole | TITLE: Admin Vice President | | DATE: 02/01/01 |

s Facility * See Attached Price Sheets

# INVITATION TO BID

| BID # | DATE ISSUED: | DATE AND TIME OF OPENING: |
|---|---|---|
| 2001-7 | January 19, 2001 | February 2, 2001 at 11:00 a.m. |

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

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

| ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 1 | **Coarse Lime** | TON | | |
| 2 | **Abrasives-LS (Grit)** | TON | | |
| 3 | **1 1/4" Concrete Aggregate** | TON | | |
| 4 | **3/4" Concrete Aggregate** | TON | | |
| 5 | **Class 7 Base (SB-2)** | TON | | |
| 6 | **Fill Material** | TON | | |
| 7 | **Surge Pile (8" Minus)** | TON | | |
| 8 | **Rip Rap (Sized Rock)** | TON | | |
| 9 | **Shot Rock** | TON | See | |
| 10 | **Superpave** | TON | Attached | |
| 11 | **TY-2 HM SURF-LS** | TON | | |
| 12 | **TY-3 HM SURF-LS** | TON | | |
| 13 | **TY-2 HM SURF-SS** | TON | | |
| 14 | **TY-3 HM SURF-SS** | TON | | |
| 15 | **Premix-Coarse** | TON | | |
| 16 | **HM Base (Black Base)** | TON | | |
| 17 | **TY-1 HM Binder** | TON | | |
| 18 | **TY-2 HM Binder** | TON | | |
| 19 | Delivery price to City of Fayetteville Corporate City Limits | TON | | |
| | RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED: | Haul To North City Limits | | |
| | | Aggregate | $2.80/Ton | |
| | | Rip Rap | $3.80/Ton | |
| | | Asphalt | $310/Ton | |

## EXECUTION OF BID

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

UNSIGNED BIDS WILL BE REJECTED

| NAME OF FIRM: | PHONE: | TAX PERMIT: | |
|---|---|---|---|
| APAC - Arkansas Inc. McClinton - Anchor Division | 587-3300 | 58 - 140 - 1469 | |
| BUSINESS ADDRESS: P.O. Box 1367 240 N Block St. | CITY AND STATE: Fayetteville, AR | | ZIP: 72702 |
| AUTHORIZED SIGNATURE: James A. Cole | TITLE: Admin. Vice President | | DATE: 02/01/01 |

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

FOR YEAR 2001

| Material Description | Material Code | WEST FORK | Material Code | SHARPS | Material Code | HINDSVILLE |
|---|---|---|---|---|---|---|
| AG Lime | 90107 | $6.15 | - | - | - | $5.90 |
| Fine Lime | 0107b | $6.15 | - | - | - | - |
| Coarse Lime | 90507 | $3.25 | - | - | 90508 | $4.90 |
| Fill Material | 90907 | $1.65 | 90905 | $1.50 | - | - |
| Class 7 Base (SB-2) | 91507 | $5.65 | 91505 | $4.85 | 91508 | $5.05 |
| Misc. Base (Non-spec base) | 91707 | $4.90 | 91705 | $4.30 | 91708 | $3.90 |
| Crusher Run (Small, non-spec base) | 91907 | $7.65 | 91905 | $7.65 | - | - |
| 1 1/2" Conc. Aggregate | - | - | - | - | 94108 | $6.65 |
| 1 1/4" Conc. Aggregate | - | - | - | - | 94308 | $6.65 |
| 1" Conc. Rock | - | - | - | - | 94508 | $6.65 |
| 3/4" Conc. Rock | - | - | - | - | 94908 | $6.90 |
| 8" Surge Rock | 95307 | $5.15 | - | - | - | - |
| B-Stone | - | - | 95505 | $5.00 | 95508 | $4.90 |
| Rip Rap | 95707 | $10.25 | 95705 | $10.00 | 95708 | $10.00 |
| Shot Rock | 95907 | $3.90 | 95905 | $3.65 | 95908 | $3.65 |
| CL 1 Seal Chips | 96307 | $8.75 | - | - | 96308 | $8.15 |
| 5/8" Chips (LS) | - | - | - | - | 93608 | $7.00 |
| CL 2 Seal Chips | 96507 | $9.25 | - | - | 96508 | $8.65 |
| 1/2" Chips (LS) | 92307 | $8.15 | 92305 | $7.40 | 92308 | $7.40 |
| CL 4 Seal Chips | 96907 | $11.25 | - | - | 96908 | $10.90 |
| Waste Material | 97107 | $3.90 | 97105 | $3.65 | 97108 | $3.65 |
| Abrasives (LS) Grit | 97307 | $5.15 | - | - | 97308 | $4.90 |
| Block Chat | 97707 | $7.15 | - | - | 97708 | $6.75 |
| 1 1/2" Filter Rock | - | - | 8305a | $6.30 | 8308a | $6.25 |
| 1 1/8" Filter Rock | 2107a | $6.40 | 2105a | $6.30 | 2108A | $6.25 |

PLEASE NOTE:

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

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

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

3.) Sales tax at each location:

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

THANK YOU FOR YOUR BUSINESS!!!

# APAC-Arkansas
# McClinton Anchor

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

## FOR YEAR 2001

| Material Description | Material Code | WEST FORK | SHARPS | **HINDSVILLE |
|---|---|---|---|---|
| Type 2 Surface (LS) 93' AHTD | 44420 | $23.06 | NO BID | NO BID |
| Type 2 Surface (LS) 96' AHTD | 44042 | NO BID | $24.96 | NO BID |
| Type 3 Surface (LS) 93' AHTD | 45420 | NO BID | $23.70 | NO BID |
| Type 3 Surface (LS) 96' AHTD | 45042 | $21.61 | NO BID | NO BID |
| Premix- MC250 - 96' AHTD | 46581 | $27.00 | $27.00 | NO BID |
| Type 1 Surface (SS) 93' AHTD | 43421 | $24.55 | $24.96 | NO BID |
| Type 2 Surface (SS) 93' AHTD | 44421 | NO BID | $24.87 | NO BID |
| Type 2 Surface (SS) 96' AHTD | 44043 | $23.01 | $25.22 | NO BID |
| Type 3 Surface (SS) 96' AHTD | 45043 | $24.79 | $25.08 | NO BID |
| Type 1 Binder 93' AHTD | 41420 | $21.22 | $20.94 | NO BID |
| Type 2 Binder 93' AHTD | 42420 | $21.49 | $20.76 | NO BID |
| Type 2 Binder 96' AHTD | 42041 | NO BID | $20.93 | NO BID |
| Base (Black Base) 93' AHTD | 40420 | $19.55 | $20.43 | NO BID |
| Superpave Surface-(PG64-22) | 6040 | 28.37 | 27.73 | NO BID |
| Superpave Surface-(PG64-22) | 9042 | NO BID | NO BID | $27.68 |
| (Non-Spec) Ty 3 LS Commercial Mix | 65041 | $21.35 | $23.04 | NO BID |
| (Non-Spec) Ty 3 LS Commercial Mix | 65040 | NO BID | NO BID | $21.69 |

**PLEASE NOTE:**

** As we get AHTD approved mix designs we will notify you with a new price sheet showing the approved mix along with the corresponding price.

1.) PLEASE SEE ASPHALT ORDERING NOTES ON BACK PAGE.

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

| | |
|---|---|
| West Fork | Aggregate - (501) 443-2331 or Asphalt (501) 839-8514 |
| Avoca | Aggregate - (501) 636-1010 or Asphalt (501) 636-8329 |
| Hindsville | Aggregate or Asphalt- (501)789-2230 or (501)7562232 |

THANK YOU FOR YOUR BUSINESS!!!!

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of **March 20, 2001**

**FROM:**

| Sid Norbash | Engineering | Public Works |
|---|---|---|
| Name | Division | Department |

**ACTION REQUIRED:** Approval of: (A) Construction contract with J&L Construction Company, for the **White River Bridge -Highway 45 E. Water Main Relocation Project.** (B) 15% Project Contingency in the amount of $41,230.

**COST TO CITY:**
**$316,103**

| $274,873 +41,230 Contingency | $402,461 | White River Bridge-Water Line Relo. |
|---|---|---|
| Cost of this Request | Category/Project Budget | Category/Project Name |

| 5400-5600-5808-00 | $ -0- | Water Improvements |
|---|---|---|
| Account Number | Funds Used To Date | Program Name |
| 00038-20 | $402,461 | Water $ Sewer |
| Project Number | Remaining Balance | Fund |

**BUDGET REVIEW:** X Budgeted Item ___ Budget Adjustment Attached

| | |
|---|---|
| Budget Coordinator | Administrative Services Director |

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

| | | | |
|---|---|---|---|
| Marsha Fawcett | 2/28/01 | | |
| Accounting Manager | Date | ADA Coordinator | Date |
| [signature] | 2/29/01 | Danny Smith | 2/28/01 |
| City Attorney | Date | Internal Auditor | Date |
| [signature] | 3/2/01 | | |
| Purchasing Officer | Date | | |

**STAFF RECOMMENDATION:** Approval of the Construction Contract.

| | | |
|---|---|---|
| Jon Beavers | 02/26/01 | Cross Reference |
| Division Head | Date | |
| [signature] | Mar 5, 01 | New Item: **Yes X No** ___ |
| Department Director | Date | |
| [signature] | 3/5/01 | Prev Ord/Res #: ___ |
| Administrative Services Director | Date | |
| | | Orig Contract Date: ___ |
| [signature] | 3/5/01 | Orig Contract ___ |
| Mayor | Date | |

**Staff Review Form**

Description/ White River Bridge Hwy 45 E. Meeting Date 2-20-2001
Project Name Water Line Relocation

Comments: Reference Comments:

Budget Director

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

## DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Dan coody, Mayor
Don Bunn, Assistant PWD
Jim Beavers, City Engineer *Jim Beavers*

From: Sid Norbash, Staff Engineer *SN*

Date: February 22, 2001

Re: **White River Bridge - Highway 45 E. Water Main Relocation Construction Contract with J&L Construction Co.**

The above referenced project is a Highway Department Project under construction. City of Fayetteville has a water main that is attached to the two bridges at the present time. Since there will be two new bridges constructed and the old bridges to be taken down, the water main has to be relocated to the new bridges.

On February 14, 2001, bids were received for the construction of the above referenced project, and the results were as follows:

| | |
|---|---|
| Building & Utilities | $772,700.00 |
| Gray Construction, Inc. | $592,710.25 |
| Fayette Tree & Trench, Inc. | $444,536.00 |
| Red Deer, Inc. | $297,361.00 |
| Basic Construction Co., Inc. | $291,479.00 |
| Goodwin & Goodwin, Inc. | $288,486.00 |
| J&L Construction | $274,873.00 |

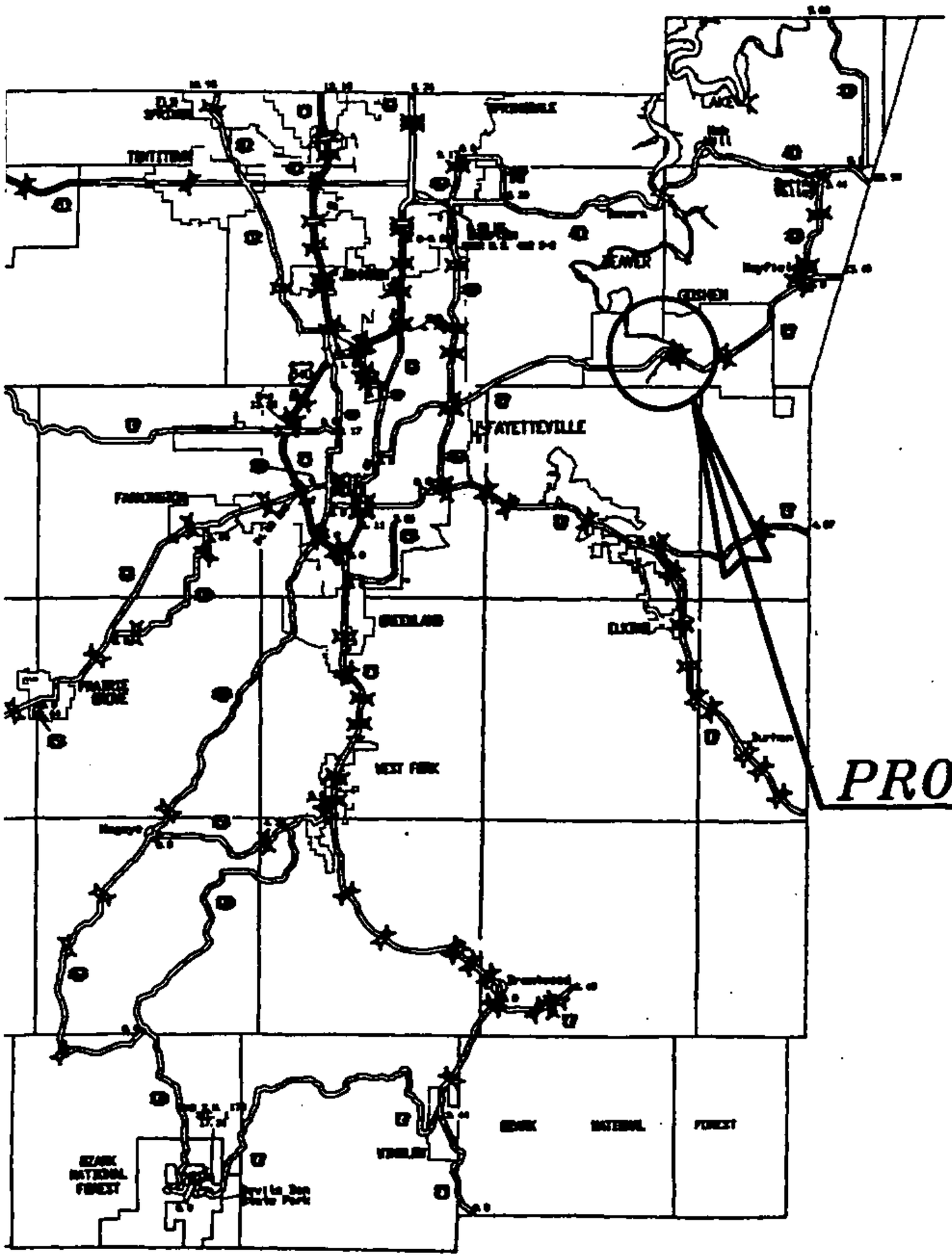
Attached please find the contract with the low bidder J&L Construction Co., in the amount of $274,873.00, to perform the construction for this project.

The Staff is requesting the Council to approve the following:

(1) **Approval of the Construction Contract, in the amount of $274,873.**

(2) **Approval of 15% Project Contingency in the amount of $41,230, to cover unexpected expenses subject to the approval of the Mayor.**

SN/sn
attachments: vicinity map/Contract/Bid Tabulations




WASHINGTON COUNTY

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
Fayetteville, Arkansas 72702-1229
501-443-2377
FAX 501-443-9241

RECEIVED
FEB 15 2001
Hand del. Engr

February, 15 2001

FY002255

Mr. Sid Norbash
Staff Engineer
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

RE: Highway 45 Water Main Relocation
Bid Tabulation

Dear Mr. Norbash:

Bids were received at 10:00 am, February 14, 2001 on the referenced project. Eight contractors submitted bids. The apparent low bidder, Multi-Craft Contractors, Inc., is licensed for mechanical, electrical, and building work, but is not licensed for utility construction. Consequently, their bid cannot be accepted. The balance of the bidders are properly licensed and submitted bid bonds. The bids have been checked with one bidder having discrepancies in the bid form. Gray Construction, Inc. wrote in the total bid price in words, instead of the unit bid price, on some of the unit price bid items. This would have been a significant concern, however since they are next to the highest bidder, it does not matter. Other than this discrepancy, the bids have been checked and are correct as listed in the bid tabulation.

The resulting low bidder is J & L Construction, of Huntsville, with a bid total of $274,873.00. This firm completed a similar bridge crossing for the City of Springdale on the Highway 412 bridge across Beaver Lake. We were the engineers for this project and were happy with their work. You have indicated that they have completed other projects of the City of Fayetteville with satisfactory results. The bid total is less than our engineers estimate of $348,800.00. Three other bidders submitted bids for less than $300,000.00 so the J & L Construction bid is not excessively iow. Consequently, we recommend that the contract be awarded to J & L Construction in the amount of $274,873.00

We are returning the bid booklets to Mrs. Peggy Vice. Please let me know when we should prepare contract documents for execution by J & L Construction.

Very truly yours,
McClelland Consulting Engineers

Robert W White

Robert W. White, P.E.
Vice-President

Encl: Bid Tabulation

Cc: Mrs. Peggy Vice w/encl. & bids.

**BID TABULATION**
**Water Main Relocation Arkansas Hwy. 45 Bridge at White River**
**MCE Project FY002255**
**Bid Date February 14, 2001 10 AM**

| Item | Description | Qty. | Unit | Bidder 1 J&L Construction | | Bidder 2 Goodwin & Goodwin Inc. | | Bidder 3 Basic Construction Co., Inc. | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit Price | Extended | Unit Price | Extended | Unit Price | Extended |
| 1 | Act 291, 1993 Trench and Excavation Safety System | 1 | LS | $4,000.00 | $4,000.00 | $1,000.00 | $1,000.00 | $1,000.00 | $1,000.00 |
| 2 | 12-Inch PVC, C-900, Class 200 Water Main | 2540 | LF | $24.00 | $60,960.00 | $28.00 | $71,120.00 | $28.00 | $71,120.00 |
| 3 | 12-Inch Class 53 Restrained Joint Ductile Iron Water Main in Hwy. Right of Way | 212 | LF | $60.00 | $12,720.00 | $48.00 | $10,176.00 | $54.00 | $11,448.00 |
| 4 | 12-Inch Class 53 Restrained Joint Ductile Iron Water Main Attached to Bridge | 526 | LF | $78.00 | $41,028.00 | $90.00 | $47,340.00 | $45.00 | $23,670.00 |
| 5 | 12-Inch Ball Joint Ductile Iron Pipe and Ball Joint Adapter Assembly, Including Steel Casing | 1 | EA | $18,000.00 | $18,000.00 | $19,250.00 | $19,250.00 | $20,000.00 | $20,000.00 |
| 6 | PVC Jacketed Pipe Insulation | 540 | LF | $35.00 | $18,900.00 | $35.00 | $18,900.00 | $40.00 | $21,600.00 |
| 7 | Ductile Iron or Cast Iron Fittings | 2150 | LBS | $5.00 | $10,750.00 | $4.00 | $8,600.00 | $3.50 | $7,525.00 |
| 8 | 12" High Pressure (Class 250B) Butterfly Valve w/Box | 5 | EA | $3,000.00 | $15,000.00 | $3,200.00 | $16,000.00 | $3,200.00 | $16,000.00 |
| 9 | 6" Gate Valve w/Box | 1 | EA | $500.00 | $500.00 | $575.00 | $575.00 | $500.00 | $500.00 |
| 10 | Three Way Fire Hydrant | 1 | EA | $1,800.00 | $1,800.00 | $1,600.00 | $1,600.00 | $1,400.00 | $1,400.00 |
| 11 | 2" Gate Valve w/Box | 1 | EA | $350.00 | $350.00 | $325.00 | $325.00 | $300.00 | $300.00 |
| 12 | 2" Blowoff Assembly | 1 | EA | $1,000.00 | $1,000.00 | $650.00 | $650.00 | $850.00 | $850.00 |
| 13 | Pipe Hanger Assemblies, Fixed End Connection, Insulation Shields, Manual Vent and Vent Box, Flanged Bends, Related Facilities Necessary for Complete Installation of Pipe on Bridge | 1 | LS | $54,500.00 | $54,500.00 | $59,000.00 | $59,000.00 | $64,000.00 | $64,000.00 |
| 14 | Cap Existing 6-Inch Water Main | 2 | EA | $300.00 | $600.00 | $800.00 | $1,600.00 | $1,500.00 | $3,000.00 |
| 15 | Connect to Existing 12-Inch Water Main | 2 | EA | $500.00 | $1,000.00 | $1,300.00 | $2,600.00 | $1,500.00 | $3,000.00 |
| 16 | Trench Stabilization Material | 40 | TON | $22.00 | $880.00 | $20.00 | $800.00 | $12.00 | $480.00 |
| 17 | Granular Fill | 80 | TON | $18.00 | $1,440.00 | $25.00 | $2,000.00 | $16.00 | $1,280.00 |
| 18 | Concrete Encasement and Concrete Anchors Including Concrete for Fixed End Connection | 50 | CY | $150.00 | $7,500.00 | $150.00 | $7,500.00 | $500.00 | $25,000.00 |
| 19 | Flowable Fill Ditch Backfill | 13 | LF | $65.00 | $845.00 | $50.00 | $650.00 | $62.00 | $806.00 |
| 20 | 24-Inch Bored Steel Casing | 50 | LF | $412.00 | $20,600.00 | $300.00 | $15,000.00 | $320.00 | $16,000.00 |
| 21 | Sod and Irrigation System Protection and Restoration at Bordeaux Village Entrance | 1 | LS | $2,500.00 | $2,500.00 | $3,800 | $3,800.00 | $2,500.00 | $2,500.00 |
| | TOTAL BASE BID (Items 1 - 21) | | | | $274,873.00 | | $288,486.00 | | $291,479.00 |

) TABULATION
ter Main Relocation Arkansas Hwy. 45 Bridge at White River
E Project FY002255
| Date February 14, 2001 10 AM

| Item | Description | Qty. | Unit | Bidder 4 Red Deer, Inc. | | Bidder 5 Fayette Tree & Trench, Inc. | | Bidder 6 Gray Construction, Inc. | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit Price | Extended | Unit Price | Extended | Unit Price | Extended |
| 1 | Act 291, 1993 Trench and Excavation Safety System | 1 | LS | $20,000.00 | $20,000.00 | $25,000.00 | $25,000.00 | $5,000.00 | $5,000.00 |
| 2 | 12-Inch PVC, C-900, Class 200 Water Main | 2540 | LF | $24.00 | $60,960.00 | $48.00 | $121,920.00 | $55.56 | $141,122.40 |
| 3 | 12-Inch Class 53 Restrained Joint Ductile Iron Water Main in Hwy. Right of Way | 212 | LF | $48.00 | $10,176.00 | $70.00 | $14,840.00 | $234.84 | $49,786.08 |
| 4 | 12-Inch Class 53 Restrained Joint Ductile Iron Water Main Attached to Bridge | 526 | LF | $58.00 | $30,508.00 | $58.00 | $30,508.00 | $237.57 | $124,961.82 |
| 5 | 12-Inch Ball Joint Ductile Iron Pipe and Ball Joint Adapter Assembly, Including Steel Casing | 1 | EA | $20,000.00 | $20,000.00 | $15,750.00 | $15,750.00 | $16,960.36 | $16,960.36 |
| 6 | PVC Jacketed Pipe Insulation | 540 | LF | $33.00 | $17,820.00 | $43.15 | $23,301.00 | $84.41 | $45,581.40 |
| 7 | Ductile Iron or Cast Iron Fittings | 2150 | LBS | $4.00 | $8,600.00 | $4.00 | $8,600.00 | $10.81 | $23,241.50 |
| 8 | 12" High Pressure (Class 250B) Butterfly Valve w/Box | 5 | EA | $3,800.00 | $19,000.00 | $4,500.00 | $22,500.00 | $4,506.90 | $22,534.50 |
| 9 | 6" Gate Valve w/Box | 1 | EA | $550.00 | $550.00 | $422.00 | $422.00 | $610.19 | $610.19 |
| 10 | Three Way Fire Hydrant | 1 | EA | $1,300.00 | $1,300.00 | $2,400.00 | $2,400.00 | $1,857.75 | $1,857.75 |
| 11 | 2" Gate Valve w/Box | 1 | EA | $300.00 | $300.00 | $375.00 | $375.00 | $375.25 | $375.25 |
| 12 | 2" Blowoff Assembly | 1 | EA | $800.00 | $800.00 | $950.00 | $950.00 | $939.90 | $939.90 |
| 13 | Pipe Hanger Assemblies, Fixed End Connection, Insulation Shields, Manual Vent and Vent Box, Flanged Bends, Related Facilities Necessary for Complete Installation of Pipe on Bridge | 1 | LS | $54,400.00 | $54,400.00 | $145,000.00 | $145,000.00 | $80,779.25 | $80,779.25 |
| 14 | Cap Existing 6-Inch Water Main | 2 | EA | $1,200.00 | $2,400.00 | $340.00 | $680.00 | $2,368.25 | $4,736.50 |
| 15 | Connect to Existing 12-Inch Water Main | 2 | EA | $3,800.00 | $7,600.00 | $925.00 | $1,850.00 | $2,289.50 | $4,579.00 |
| 16 | Trench Stabilization Material | 40 | TON | $40.00 | $1,600.00 | $22.00 | $880.00 | $177.75 | $7,110.00 |
| 17 | Granular Fill | 80 | TON | $30.00 | $2,400.00 | $22.00 | $1,760.00 | $59.50 | $4,760.00 |
| 18 | Concrete Encasement and Concrete Anchors Including Concrete for Fixed End Connection | 50 | CY | $285.00 | $14,250.00 | $150.00 | $7,500.00 | $216.25 | $10,812.50 |
| 19 | Flowable Fill Ditch Backfill | 13 | LF | $169.00 | $2,197.00 | $100.00 | $1,300.00 | $74.95 | $974.35 |
| 20 | 24-Inch Bored Steel Casing | 50 | LF | $290.00 | $14,500.00 | $340.00 | $17,000.00 | $530.75 | $26,537.50 |
| 21 | Sod and Irrigation System Protection and Restoration at Bordeaux Village Entrance | 1 | LS | $8,000.00 | $8,000.00 | $2,000.00 | $2,000.00 | $19,450.00 | $19,450.00 |
| | TOTAL BASE BID (Items 1 - 21) | | | | $297,361.00 | | $444,536.00 | | $592,710.25 |

BID TABULATION
Water Main Relocation Arkansas Hwy. 45 Bridge at White River
MCE Project FY002255
Bid Date February 14, 2001 10 AM

| Item | Description | Qty. | Unit | Bidder 7 Building & Utility Cont., Inc. Unit Price | Extended |
|---|---|---|---|---|---|
| 1 | Act 291, 1993 Trench and Excavation Safety System | 1 | LS | $70,000.00 | $70,000.00 |
| 2 | 12-Inch PVC, C-900, Class 200 Water Main | 2540 | LF | $40.00 | $101,600.00 |
| 3 | 12-Inch Class 53 Restrained Joint Ductile Iron Water Main in Hwy. Right of Way | 212 | LF | $50.00 | $10,600.00 |
| 4 | 12-Inch Class 53 Restrained Joint Ductile Iron Water Main Attached to Bridge | 526 | LF | $400.00 | $210,400.00 |
| 5 | 12-Inch Ball Joint Ductile Iron Pipe and Ball Joint Adapter Assembly, Including Steel Casing | 1 | EA | $6,000.00 | $6,000.00 |
| 6 | PVC Jacketed Pipe Insulation | 540 | LF | $100.00 | $54,000.00 |
| 7 | Ductile Iron or Cast Iron Fittings | 2150 | LBS | $5.00 | $10,750.00 |
| 8 | 12" High Pressure (Class 250B) Butterfly Valve w/Box | 5 | EA | $3,500.00 | $17,500.00 |
| 9 | 6" Gate Valve w/Box | 1 | EA | $850.00 | $850.00 |
| 10 | Three Way Fire Hydrant | 1 | EA | $2,600.00 | $2,600.00 |
| 11 | 2" Gate Valve w/Box | 1 | EA | $350.00 | $350.00 |
| 12 | 2" Blowoff Assembly | 1 | EA | $250.00 | $250.00 |
| 13 | Pipe Hanger Assemblies, Fixed End Connection, Insulation Shields, Manual Vent and Vent Box, Flanged Bends, Related Facilities Necessary for Complete Installation of Pipe on Bridge | 1 | LS | $250,000.00 | $250,000.00 |
| 14 | Cap Existing 6-Inch Water Main | 2 | EA | $500.00 | $1,000.00 |
| 15 | Connect to Existing 12-Inch Water Main | 2 | EA | $2,000.00 | $4,000.00 |
| 16 | Trench Stabilization Material | 40 | TON | $50.00 | $2,000.00 |
| 17 | Granular Fill | 80 | TON | $25.00 | $2,000.00 |
| 18 | Concrete Encasement and Concrete Anchors including Concrete for Fixed End Connection | 50 | CY | $100.00 | $5,000.00 |
| 19 | Flowable Fill Ditch Backfill | 13 | LF | $100.00 | $1,300.00 |
| 20 | 24-Inch Bored Steel Casing | 50 | LF | $250.00 | $12,500.00 |
| 21 | Sod and Irrigation System Protection and Restoration at Bordeaux Village Entrance | 1 | LS | $10,000.00 | $10,000.00 |
| | TOTAL BASE BID (Items 1 - 21) | | | | $772,700.00 |

DOCUMENT 00500

# CONTRACT

THIS AGREEMENT, made and entered into on the _____ day of __March_____, 2001, by and between _____J & L Construction, Huntsville, Arkansas_____ herein called the Contractor, and the City of Fayetteville, Arkansas, hereinafter called the Owner:

W I T N E S S E T H:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor shall furnish all the materials, and perform all of the work in manner and form as provided by the following enumerated Drawings, Specifications, and Documents, which are attached hereto and made a part hereof, as if fully contained herein and are entitled Water Main Relocation, Highway 45 Bridge at White River, dated August, 2000.

Advertisement for Bids
Instructions to Bidders
Bid and acceptance thereof
Performance Bond
Payment Bond
General Conditions
Supplemental Conditions
Specifications
Drawings (See Sheet Index below)

SHEET INDEX

| SHEET NO. | SHEET DESCRIPTION |
|---|---|
| 1 | COVER |
| 2 | WATER MAIN PLAN & PROFILE, STA. 0+00 TO STA. 3+50 |
| 3 | WATER MAIN PLAN & PROFILE, STA. 3+50 TO STA. 7+00 |
| 4 | WATER MAIN PLAN & PROFILE, STA. 7+00 TO STA. 10+11.5 |
| 5 | WATER MAIN PLAN & PROFILE AT BRIDGE |
| 6 | WEST END CONNECTION |
| 7 | EAST END CONNECTION |
| 8 | EAST END CONNECTION DETAILS |
| 9 | WATER MAIN DETAILS & HANGER DETAILS |
| 10 | BORING LOGS AT BRIDGE & MISC. DETAILS |

2. That the Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Bid, in lawful money of the United States, the amount of:

Two hundred seventy four thousand eight hundred seventy three___ Dollars ($274,873.00 )

3. The Work will be completed in two phases. The first phase will be the construction of the parallel direct bury water main and the second phase will be the construction of the water main segment attached to the bridge and approaching the bridge, as well as capping the existing 6-inch main crossing the existing bridge. The first phase will be complete and tested within 75 calendar days after the date when the Contract Time commences to run, as provided in the Phase 1 Notice to Proceed. Once the bridge is complete and ready for the water main installation, a second Notice to Proceed will be issued for Phase 2, and the Phase 2 work will be completed with the water main installed on the bridge, pressure tested and disinfected within 30 calendar days after the Phase 2 Notice to Proceed, with the existing 6-inch water main capped within 4 calendar days after the new main has its disinfection samples approved by the Arkansas Department of Health, and with all work complete and ready for final payment in accordance with the General Conditions within 25 calendar days after the new main's disinfection samples are approved.

4. Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and the Owner will suffer financial loss if the Work is not completed within the times specified in above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner _five hundred_ Dollars ($ 500.00 ) for each day that expires after the time specified in Paragraph 3 for the Phase 1 Notice to Proceed for the first 75 calendar day construction period. The Owner and Contractor further agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars ($500.00) for each calendar day that expires after the times specified in Paragraph 3 for the three designated time limits during the Phase 2 work.

5. That within 30 days of receipt of an approved payment request, the Owner shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, LESS the retainage provided in the General Conditions, which is to be withheld by the Owner until all work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the Owner.

6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.

7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such bond to be unsatisfactory or if, for any reason such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within 5 days after the receipt of notice from the Owner, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to

be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

8. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the Owner in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

SEAL:

WITNESSES:

Robert W White

J& L Construction
CONTRACTOR

By

Owner
Title

ATTEST:

City Clerk

CITY OF FAYETTEVILLE, ARKANSAS
OWNER

By

Mayor

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of **March 20, 2001**

**FROM:**

Sid Norbash — Name
Engineering — Division
Public Works — Department

**ACTION REQUIRED:** Approval of the Amendment #1 to the Engineering Contract with McClelland Consulting Engineers, Inc. For the **White River Bridge - Highway 45 E. Water Main Relocation Project.** Also approval of 15% ($4,488 Project Contingency.

**COST TO CITY:**
**$34,408**

($29,920 +4,488 Contg.) — Cost of this Request
$ 402,461 — Category/Project Budget
White River Bridge-Water Line Relo. — Category/Project Nam

5400-5600-5808-00 — Account Number
$316,103 — Funds Used To Date
Water Improvements — Program Name

00038-10 — Project Number
$86,358 — Remaining Balance
Water $ Sewer — Fund

**BUDGET REVIEW:** X Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator
Administrative Services Director

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

Accounting Manager — 2/27/01 Date
ADA Coordinator — Date

City Attorney — 2/28/01 Date
Internal Auditor — 2/28/01 Date

Purchasing Officer — 3/2/01 Date

**STAFF RECOMMENDATION:** Approval of the Amendment #1 with McClelland Engineers.

Division Head — 02/26/01 Date
Department Director — Mar 5, '01 Date
Administrative Services Director — 3/5/01 Date
Mayor — 3/5/01 Date

Cross Reference

New Item: **Yes**__ **No X**

Prev Ord/Res #:

Orig Contract Date:

Orig Contract

**Staff Review Form**

Description/ White River Bridge Hwy 45 E. Meeting Date 2-20-2001
Project Name Water Line Relocation

Comments: Reference Comments:

Budget Director

counting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

## DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Dan coody, Mayor
Don Bunn, Assistant PWD
Jim Beavers, City Engineer

From: Sid Norbash, Staff Engineer

Date: February 22, 2001

Re: **White River Bridge - Highway 45 E. Water Main Relocation Amendment #1 to the Engineering Contract**

The above referenced project is a Highway Department Project under construction. City of Fayetteville has a water main that is attached to the two bridges at the present time. Since there will be two new bridges constructed and the old bridges to be taken down, the water main has to be relocated to the new bridges.

McClelland Consulting Engineers, Inc. Was selected to perform the design and bidding phase of this project, as the first phase of their contract.

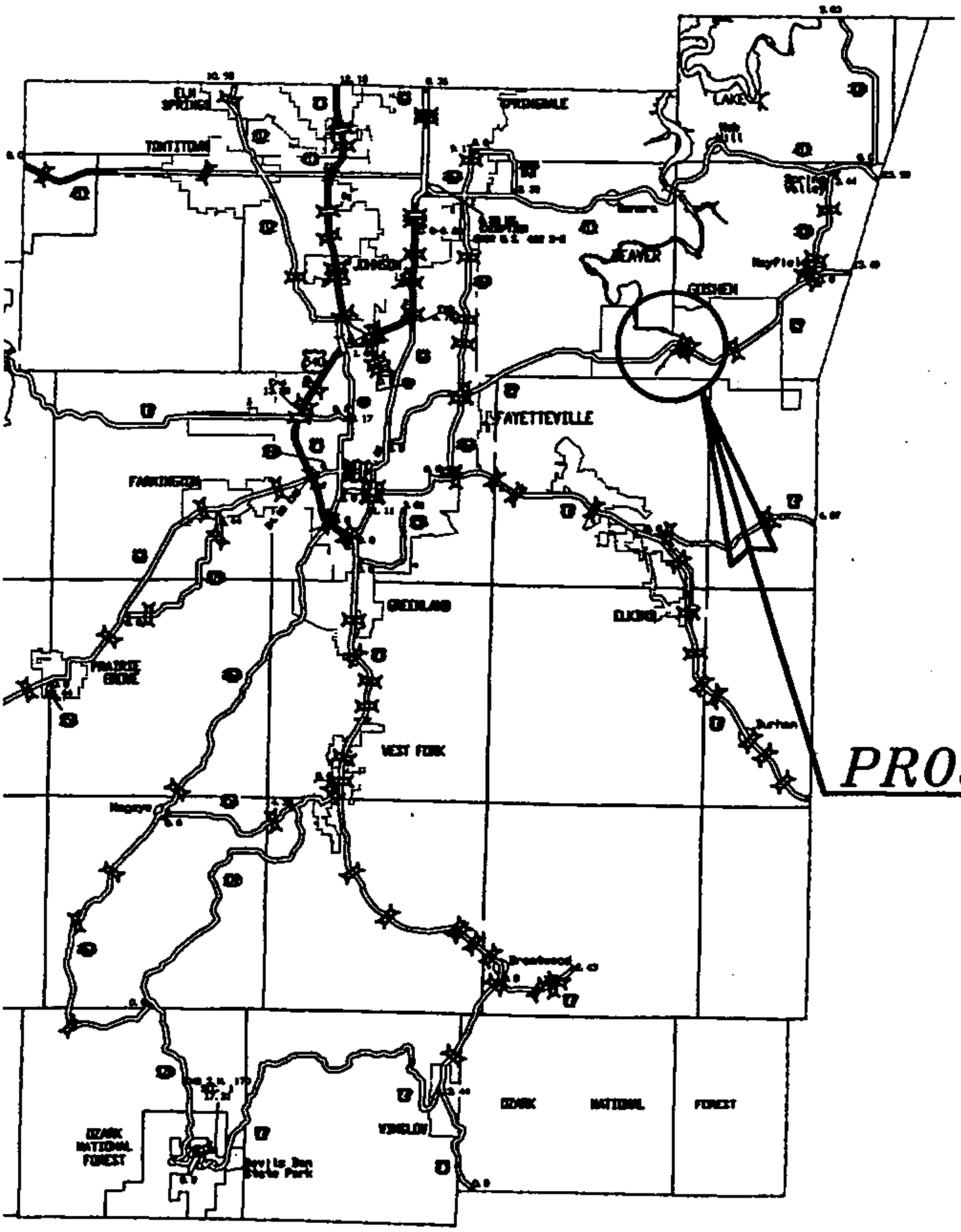
Attached please find the Amendment #1 to the existing engineering contract with McClelland Consulting Engineers, to provide the construction management for this project, as the second phase of their contract. The cost of this agreement to the City will be $29,920.00.

The Staff is requesting the Council approve the following:

**(1) Approval of the Amendment #1, for a not to exceed amount of $29,920.**

**(2) Approval of $4,488 (15%)Project Contingency to cover unexpected expenses subject to the approval of the Mayor.**

SN/sn
attachments: vicinity map
Amendment




*PROJECT LOCATION*

WASHINGTON COUNTY

AMENDMENT NO. 1 TO
AGREEMENT FOR ENGINEERING SERVICES
CITY OF FAYETTEVILLE

CONSTRUCTION PHASE SERVICES
FOR HIGHWAY 45 EAST WATER MAIN RELOCATION

The Agreement listed above and dated May 2, 2000 did not include Construction Phase services for the water main project. This Amendment to the Agreement is hereby made for that purpose.

ARTICLE 1, SCOPE REVISIONS

The Scope of Work is amended to include; construction observation services for a full time resident observer to be on site while pipe is being installed, contract administration services to include routine progress pay estimates, change orders, preconstruction conference and progress conference participation, and contract close out services, including record documents. Specific services shall include the following:

1) Coordinate and conduct a preconstruction conference.
2) Provide a resident construction observer, whose duties and responsibilities shall be as follows:
   a) Provide full-time, resident inspection of the construction to observe the progress and quality of the work executed by the contractor to determine if such work is in accordance with the contract documents.
   b) Endeavor to guard the OWNER against defects and deficiencies in such work.
   c) Maintain a daily diary which shall be open for inspection by the OWNER in which the following shall be recorded in indelible ink:
      (1) Work performed.
      (2) Number of men and equipment with detailed description of equipment used in such work.
      (3) Defects and deficiencies in such work, if not corrected by the contractor.
      (4) Weather conditions.
   d) Submit a copy of the daily logs for each week to the OWNER no later than Monday of the following week.
   e) Verify that the contractor is:
      (1) Using construction methods and materials in accordance with the specifications.
      (2) Constructing water lines within the easements provided.
      (3) Constructing water mains in compliance with specifications (especially depth of cover and acceptable bedding and backfill materials) before initial backfilling is performed.

f) Advise the contractor when the work performed is not meeting the conditions set forth in subsection (e) above. The contractor shall be instructed to correct any observed deficiencies and/or instructed to stop work, as appropriate. Records will be made of the observation, the discussion, and the actions taken. If the contractor continues without satisfactory corrective action, the OWNER will be notified immediately, so that appropriate action under the OWNER's contract with the contractor can be taken.

3) The Engineer and resident construction observer will endeavor to protect the OWNER against defects and deficiencies in the work of the Contractor. However, the Engineer and Construction Observer cannot guarantee the performance of the Contractor, nor be responsible for the actual supervision of construction operations of for the safety measures that the Contractor takes or should take.

4) Provide plan interpretation, review material submittals, and provide general contract administration.

5) Review the contractor's monthly pay request and provide a recommendation on it the OWNER.

6) Prepare contract change orders if needed.

7) Conduct three (3) status and progress meetings with contractor during course of the construction period.

8) Conduct final inspection and make recommendations to OWNER regarding approval of work.

9) Prepare post construction documents and provide to OWNER including summary of quality control tests, bacteriological test reports and record drawings as provided by contractor.

ARTICLE 2, FEE REVISIONS

The Fees and Payments established in the Agreement are amended to include compensation for Construction Phase services as listed in Appendix "C" and as follows:

| | | |
|---|---|---|
| 1) | "Construction" phase services not to exceed: | $26,450.00 |
| 2) | Fixed fee for "Construction" services: | $3,470.00 |
| 3) | "ENGINEERING" contract amendment amount for "Construction" phase services not to exceed: | $29,920.00 |

ARTICLE 3, TIME OF PERFORMANCE

The construction documents provide for a two phase construction project, as follows:

1) Phase 1, water main outside the Highway Right of Way, to be completed while the bridge is being constructed. A 75 calendar day period is allowed for this phase.

2) Phase 2, water main inside the Highway Right of Way and attached to the bridge, to be completed immediately after the bridge construction is complete. A 30 calendar day period is allowed for this phase.

Time of performance is therefore dependent upon the completion of the bridge construction by the Highway Department's contractor. The ENGINEER shall perform his services as necessary to comply with these constraints and to minimize overall project delays. The ENGINEER shall provide Record Drawings within 60 days of construction completion.

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

FOR THE CITY OF FAYETTEVILLE

By: Dan Coody
Mayor

ATTEST: _____

Date: 3/5/01

FOR McCLELLAND CONSULTING ENGINEERS, INC.

By: John C. Quinn
President

ATTEST: Robert W White

Date: 2/13/01

## AMENDMENT NO. 1

## APPENDIX "C"
## Basis for Payments to the "ENGINEER"
## Water Main at Highway 45 Bridge

**A. "Construction" Phase Services**

| Labor Classification | Estimated Time | Labor Rate | Extended |
|---|---|---|---|
| Principal Engineer | 6 hours | $41.11/hr. | $246.66 |
| Project Manger | 54 hours | $29.94/hr. | $1,616.76 |
| Structural Engineer | 8 hours | $29.94/hr. | $239.52 |
| Registered Surveyor | 4 hours | $14.44/hr. | $57.76 |
| Computer Technician | 6 hours | $18.03/hr. | $108.18 |
| Construction Observer | 420 hours | $19.25/hr. | $8,190.00 |
| Chief Draftsman | 2 hours | $16.50/hr. | $33.00 |
| Senior Draftsman | 16 hours | $13.50/hr. | $216.00 |
| Junior Draftsman | 4 hours | $9.75/hr. | $39.00 |
| Clerical | 4 hours | $12.00/hr. | $48.00 |
| | | Direct Labor | $10,794.88 |
| | | Non Office Overhead at 138% | $14,896.93 |
| | | Subtotal | $25,691.81 |
| | | Fixed Fee | $3,470.00 |
| | | Subtotal | $29,161.81 |
| | | Direct Costs | $758.19 |
| | | TOTAL | $29,920.00 |

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of March 20, 2001

**FROM:**

| Louise Schaper<br>Stephen Davis<br>Name | Fayetteville Public Library<br>Budget & Research<br>Division | Public Works<br>Admin Services<br>Department |
|---|---|---|

**ACTION REQUIRED:** Approval of contract amendment for architectural services for the new Fayetteville Public Library and approval of a budget adjustment funding the change orders.

**COST TO CITY:**

| $21,060.00<br>Cost of this Request | 1,820,000.00<br>Category/Project Budget | New Fayetteville Public library<br>Category/Project Name |
|---|---|---|
| 4150-9150-5314-03<br>Account Number | 1,545,000.00<br>Funds Used To Date | <br>Program Name |
| 99073-10<br>Project Number | 275,000.00<br>Remaining Balance | Library Construction<br>Fund |

**BUDGET REVIEW:** _____ Budgeted Item XX Budget Adjustment Attached

Budget Manager — Administrative Services Director

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

| | | | |
|---|---|---|---|
| Marsha Farthing<br>Accounting Manager | 3/6/01<br>Date | Nancy Smith<br>Internal Auditor | 3/6/01<br>Date |
| <br>City Attorney | 3/9/01<br>Date | <br>ADA Coordinator | <br>Date |
| <br>Purchasing Officer | <br>Date | <br>Grant Coordinator | <br>Date |

**STAFF RECOMMENDATION:** Approval of change orders and budget adjustment.

| | | |
|---|---|---|
| Division Head | Date | Cross Reference |
| Department Director | Date | New Item: **Yes** **No** |
| Administrative Services Director | Date | Prev Ord/Res #: |
| Mayor | Date | Orig Contract Date:<br>Orig Contract Number: |

H:\BUDGET\PROJECTS\LIBRARY\architectural contract change order new library.wpd

STAFF REVIEW FORM - Page 2

Description New Fayetteville Public Library Meeting Date March 20, 2001

Comments:

Reference Comments:

Budget Manager

Accounting Manager

/ Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grants Coordinator

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

**Library**
**A. 6. Page 3**

| Budget Year | Department: Public Works | Date Requested | Adjustment # |
|---|---|---|---|
| 2001 | Division: Library | March 6, 2001 | |
| | Program: | | |

Project or Item Requested:
Funding is requested for a change order to the architectural services contract on the new Fayetteville Public Library.

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

Justification of this Increase:
Additional services are needed for the large scale development review process.

Justification of this Decrease:
Sufficient cash & investments exist to fund this adjustment.

**Increase Expense (Decrease Revenue)**

| Account Name | Amount | Account Number | | | | | Project Number | |
|---|---|---|---|---|---|---|---|---|
| Architectural Services | 21,060 | 4150 | 9150 | | 5314 | 03 | 99073 | 10 |
| | | | | | | | | |

**Decrease Expense (Increase Revenue)**

| Account Name | Amount | Account Number | | | | | Project Number | |
|---|---|---|---|---|---|---|---|---|
| Use of Fund Balance | 21,060 | 4150 | 0915 | | 4999 | 99 | | |
| | | | | | | | | |

Approval Signatures

| | |
|---|---|
| Requested By | Date |
| Budget Manager | 3-6-01 Date |
| Department Director | Date |
| [redacted]n. Services Director | Date |
| Mayor | Date |

Budget Office Use Only

Type: A B C (D) E

Date of Approval _____

Posted to General Ledger _____ _____

Posted to Project Accounting _____ _____

Entered in Category Log _____ _____

*Blue Copy: Budget & Research / Yellow Copy: Requester*

*H:\BUDGET\PROJECTS\LIBRARY\ARCH_CO.WK4*

M S & R

Meyer, Scherer & Rockcastle, Ltd.
Architecture, Interior Design
and Urban Design
119 North 2nd Street
Minneapolis MN 55401.1420

612 375.0336 phone
612 342.2216 fax

31 January 2001

Hon. Mayor Dan Coody
City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, AR 72701
Tel: (501) 575-8323

Re: **Owner – Architect Agreement**
**Fayetteville Public Library project**

Dear Mayor:

Upon careful review of the submission requirements for the Large Scale Development application, we have identified the need to request compensation for Additional Services as allowed in our Agreement with the City. These services fall into two areas: first, the documentation and coordination of the application information, and representation at all meetings and working sessions related to the application; and second, the preparation of the drainage studies and reports required as part of the Large Scale Development (LSD) application. The additional cost of application coordination is $5,060.00, and the cost of the drainage study is $12,100.00. Both are necessary in order to complete the LSD application.

Garver Engineers is providing our civil engineering services and has provided MS&R with a fully detailed work list, including the number of hours required for each task. We are happy to share this information with you if you so desire. In addition, we are continuing to evaluate the cost and scope of work necessary for the full development of the site. As was noted in our meeting last week I will advise you immediately to those figures when they are available.

If you have any questions, or wish to discuss this matter further, please feel free to contact me directly.

Yours sincerely,

Sean M. Wagner
Project Manager

cc: Louise Schaper, FPL
Jeffrey Scherer, FAIA, MS&R
Don Bunn, Director of Public Works

\\woody\common\master\m-letter.doc

MS&R

Meyer, Scherer & Rockcastle, Ltd.
Architecture, Interior Design
and Urban Design
119 North 2nd Street
Minneapolis MN 55401.1420

612 375.0336 phone
612 342.2216 fax

2 February 2001

Hon. Mayor Dan Coody
City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, AR 72701
Tel: (501) 575-8323

Re: **Owner – Architect Agreement**
**Fayetteville Public Library project**

Dear Mayor:

Consistent with our meeting of last week, we have reviewed with Garver Engineers the scope of work for cost estimating the additional portion of the LSD plan for the Fayetteville Public Library. This includes identifying the scope work and cost for improvements required by ordinance for the property, and identifying and scope and cost of all improvements desired by the community. The cost of these services is a stipulated sum of $3900.00.

This professional service supplement does not include the design and engineering fees for site and utility improvements beyond the property line of the library site. Once the design team is directed by the City to proceed with an approach, we will prepare a professional services supplement to reflect that specific scope of work.

If I can provide any further information, or documentation, please contact me at your convenience.

Yours sincerely,

Sean M. Wagner
Project Manager

cc: Louise Schaper, FPL
Jeffrey Scherer, FAIA, MS&R
Don Bunn, Director of Public Works

\\wl:\2000073fay\doc\2073lt03.doc

# Professional Services Supplement

## AIA Document G604 - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

In accordance with the **AGREEMENT** dated: September 1, 1999

**BETWEEN:**
City of Fayetteville, Arkansas

and:
Meyer, Scherer & Rockcastle, Ltd.

for the Project:
*(Insert Project name and address as it appears in the Agreement.)*
A new central library facility, referred to as the Fayetteville Public Library, for the City of Fayetteville Arkansas.

[ X] authorization is ~~(requested)~~ (given)
*(strike one)*

[ X] to proceed with Additional Services
[ ] to proceed with revised scope of Basic Services
[ ] to incur Reimbursable Expenses

*OR*

[ ] notification is made

[ ] of the need to proceed with Contingent Additional services
[ ] of the need for other services

AS FOLLOWS:

The following adjustments shall be made to compensation and time.
Compensation:
*(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*
In connection with the Large Scale Development application process, the following Additional Services shall be provided on a lump sum basis: 1.) determination of the scope and cost of site improvements and utility work required by ordinance beyond the property line of the site; and 2.) determination of the scope and cost of all site improvements and utility work desired by the community as documented in the public meetings and pre-funding site documents. This proposal does not include design and engineering services for either option listed above. The cost of this estimating and scope work shall be a stipulated sum of $3,900.00.

Time:
*(Insert provisions covering time of commencement and completion of authorized services as applicable.)*
No additional time is required to complete these services within the existing project schedule.

AIA DOCUMENT G604 - PROFESSIONAL SERVICES SUPPLEMENT - AIA - COPYRIGHT 1993 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C. 20006-5292. WARNING; Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

Prompt written notice is required if the services indicated are not needed.

SUBMITTED BY:

*(Signature)*

Sean M. Wagner, Project Manager
*(Printed name and title)*

*(Date) 2 February 2001*

JEFFREY SCHERER
V-P

AUTHORIZATION IS GIVEN or
NOTIFICATION IS ACKNOWLEDGED BY:

*(Signature)*

*(Printed name and title)*

AIA DOCUMENT G604 - PROFESSIONAL SERVICES SUPPLEMENT - AIA - COPYRIGHT 1993 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C. 20006-5292. WARNING; Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

# Professional Services Supplement

## AIA Document G604 - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

In accordance with the **AGREEMENT** dated: September 1, 1999

**BETWEEN:**
City of Fayetteville, Arkansas

and:
Meyer, Scherer & Rockcastle, Ltd.

for the Project:
*(Insert Project name and address as it appears in the Agreement.)*
A new central library facility; referred to as the Fayetteville Public Library, for the City of Fayetteville Arkansas.

[ X] authorization is ~~(requested)~~ (given)
*(strike one)*

[ X] to proceed with Additional Services
[ ] to proceed with revised scope of Basic Services
[ ] to incur Reimbursable Expenses

*OR*

[ ] notification is made

[ ] of the need to proceed with Contingent Additional services
[ ] of the need for other services

AS FOLLOWS:

The following adjustments shall be made to compensation and time.
Compensation:
*(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*
In connection with the Large Scale Development application process, the following Additional Services shall be provided on a lump sum basis: preperation of application, document coordination and professional desgin representation at required meetings and study sessions - $5,060.00; and preperation of the preliminary and final drainage studies and technical documents required by the application - $12,100.00.

Time:
*(Insert provisions covering time of commencement and completion of authorized services as applicable.)*
No additional time is required to complete these services within the existing project schedule.

AIA DOCUMENT G604 - PROFESSIONAL SERVICES SUPPLEMENT - AIA - COPYRIGHT 1993 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C. 20006-5292. WARNING; Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

Prompt written notice is required if the services indicated are not needed.

SUBMITTED BY:

(Signature)

JEFFREY A. SOMMER, FAIA PRESIDENT
(Printed name and title)

(Date) 6 JANUARY 2001

AUTHORIZATION IS GIVEN or
NOTIFICATION IS ACKNOWLEDGED BY:

(Signature)

(Printed name and title)

AIA DOCUMENT G604 - PROFESSIONAL SERVICES SUPPLEMENT - AIA - COPYRIGHT 1993 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C. 20006-5292. WARNING; Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

# EXHIBIT A
# DETAILED SCOPE OF WORK

GENERAL

Our scope generally involves sitework. Sitework includes grading, drainage, streets, parking, sidewalks, and utilities. Refer to the attached fee development spreadsheets for additional information on our proposed scope of work. Our proposed scope of work does not include utility services to the building, building drains, irrigation, landscaping, park equipment, and architecturally surfaced pavement. We understand that these items may be best represented on a civil plan sheet and will coordinate with other consultants toward appropriate conveyance of the design intent. Design of street improvements or storm sewer outside the site (beyond the centerline of all surrounding streets) and any water or sewer extensions, will be accomplished as Extra Work.

Our fee assumes that we will be able to share plans and specifications in electronic format. We use AutoCad Release 14 drafting software and Microsoft Word word processing software. If your firm is using software that is incompatible with ours, additional effort may be required to convert or reproduce information.

We will acknowledge inquiries and issues by addendum, supplemental instruction, or change order provided they are received through your office.

LARGE SCALE DEVELOPMENT PHASE (Schematic Drawings)

It is our understanding that you want to assess the cost impact to the project before entering the design development phase. The scope and corresponding lump sum fee for this phase should allow us to complete the LSD process and thereafter know what offsite improvements are required. We have included in this phase the following:

- **Plan Set** (Tree Preservation, Site, Grading and Drainage, Erosion Control, and Utility). Our fee assumes you will provide us with: 1) the site tree surveys and preservation intent, and 2) building site plan in Autocad 14 format. We will need information from your MEP Consultant to coordinate services to the building.
- **LSD Submittal** – We will take the lead on submissions and responses to the Planning and Engineering Offices.
- **Preliminary Drainage Report** – We will perform drainage studies to determine the effect of the proposed site on the existing storm sewer system. We will model the offsite storm sewer system from the site to the tributary of Town Branch due west to which we believe the site runoff will increase.
- **Opinion of Probable Construction Cost** – Provided after LSD approval.

We will be prepared to make the initial submittal in the review process within 3 months of receiving notice to proceed.

DESIGN DEVELOPMENT PHASE

This phase will refine the systems defined in the LSD Phase to identify and resolve any conflicts between disciplines. Completion percentage of construction documents is estimated at 50%. Typical details will also be included with this Plan set for review and comment by Owner. This phase adds an Access / Traffic Maintenance Plan, Demolition Plan, Typical Sections, and Typical Detail Sheets. Construction cost will be revised if changes warrant.

CONSTRUCTION DOCUMENTS:
This phase produces construction documents complete and ready for bid. The bulk of the work in this phase involves details and technical specifications. A Jointing Plan will be added which will cover jointing of walks, plaza areas, and streets and parking where rigid pavement is proposed. The Final Drainage Report will be provided to the City for review. We will provide technical specifications to cover the site work we designed. We will review your front-end documents for coordination and provide you with recommended revisions.

Our construction documents will address earthwork to within 5 feet of the structure, excluding that necessary for utility services which run from the building to the existing or proposed utility mains.

We will provide a final opinion of construction cost.

BIDDING ASSISTANCE
We will provide drawing plots and specification sheets for your use in reproducing Construction Plan sets. We will answer inquiries during the bidding phase and issue appropriate addenda. We will attend the pre-bid meeting and bid opening.

CONSTRUCTION ADMINISTRATION
This phase includes:

- Attendance at preconstruction, utility coordination, and monthly progress meetings;
- Review of civil portion of monthly pay applications;
- Review of submittals and shop drawings regarding the civil work we designed; and
- Drafting and submittal of record drawings for the civil sheets we provided and kept by others.

Construction inspection will be accomplished as Extra Work.

**FEE DEVELOPMENT SPREADSHEET**

**CITY OF FAYETTEVILLE**
**PUBLIC LIBRARY**
**PAGE 1 OF 5**

**LARGE SCALE DEVELOPMENT PHASE**

| WORK TASK DESCRIPTION | Senior Project Manager $120 hr | Project Manager $92 hr | Senior Project Engineer $87 hr | Project Engineer $78 hr | Senior Design Engineer $71 hr | Design Engineer $60 hr | Project Surveyor $68 hr | Survey Coord $52 hr | Environ-mental Scientist $69 hr | Geologist $86 hr | Senior Tech./ Draftsman $64 hr | Tech. / Draftsman $51 hr | Clerical $38 hr | Survey Crew $120 hr | Senior Constr Engineer $84 hr | Const Engineer $60 hr | Senior Constr Observer $84 hr | Constr Observer $60 hr |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Meetings | | 8 | | | 14 | | | | | | | | | | | | | |
| LSD Checklist | | 4 | | | 16 | | | | | | | 8 | 8 | | | | | |
| Tree Preservation Plan | | 1 | | | 4 | | | | | | | 6 | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| **Subtotal Large Scale Development** | | 13 | | | 34 | | | | | | | 14 | 8 | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| Site Plan | | 4 | | | 16 | | | | | | | 8 | | | | | | |
| Grading and Drainage Plan | | 4 | | | 32 | | | | | | | 16 | | | | | | |
| Erosion Control Plan | | 2 | | | 4 | | | | | | | 8 | | | | | | |
| Utility Plan | | 4 | | | 8 | | | | | | | 12 | | | | | | |
| Water | | | | | 12 | | | | | | | | | | | | | |
| Sewer | | | | | 2 | | | | | | | | | | | | | |
| Electric | | | | | 8 | | | | | | | | | | | | | |
| Gas | | | | | 4 | | | | | | | | | | | | | |
| Phone / Cable | | | | | 4 | | | | | | | | | | | | | |
| Pavement Section Design | | 2 | | | 8 | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| Opinion of Probable Construction Cost | | 2 | | | 10 | | | | | | | 4 | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| **Subtotal Schematic Plans** | | 16 | | | 108 | | | | | | | 48 | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| **Preliminary Drainage Report** | | 8 | | | 100 | | | | | | | 24 | 8 | | | | | |

| | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Salary Costs:** | | | | | | | | | | | | | | | | | | |
| **Large Scale Development** | $0.00 | $1,196.00 | $0.00 | $0.00 | $2,414.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $714.00 | $288.00 | $0.00 | $0.00 | $0.00 | $0.00 | **$4,612.00** |
| **Schematic Plans** | $0.00 | $1,656.00 | $0.00 | $0.00 | $7,668.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $2,448.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | **$11,772.00** |
| **Preliminary Drainage Report** | $0.00 | $736.00 | $0.00 | $0.00 | $7,100.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,224.00 | $288.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | **$9,348.00** |

**POTENTIAL ADDITIONAL SERVICES:**
Traffic Impact Study

**DIRECT NON-LABOR COSTS**
Reproduction/Printing $350.00

**TOTAL COST:** **$26,082.00**

**FEE DEVELOPMENT SPREADSHEET**

**CITY OF FAYETTEVILLE**
**PUBLIC LIBRARY**


**DESIGN DEVELOPMENT PHASE**

| WORK TASK DESCRIPTION | Senior Project Manager $120 hr | Project Manager $92 hr | Senior Project Engineer $87 hr | Project Engineer $78 hr | Senior Design Engineer $71 hr | Design Engineer $60 hr | Project Surveyor $68 hr | Survey Coord $52 hr | Environ-mental Scientist $89 hr | Geologist $66 hr | Senior Tech./ Draftsman $64 hr | Tech. / Draftsman $51 hr | Clerical $36 hr | Survey Crew $120 hr | Senior Constr Engineer $64 hr | Const Engineer $60 hr | Senior Constr Observer $64 hr | Constr Observer $60 hr |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Meetings | | 4 | | | 12 | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| Preliminary Plans - Complete to Approximately 50% | | | | | | | | | | | | | | | | | | |
| Access / Traffic Maintenance Plan | | 2 | | | 8 | | | | | | | 8 | | | | | | |
| Demolition Plan | | 2 | | | 8 | | | | | | | 8 | | | | | | |
| Site Plan | | 2 | | | 8 | | | | | | | 4 | | | | | | |
| Grading and Drainage Plan | | 2 | | | 8 | | | | | | | 4 | | | | | | |
| Erosion Control Plan | | 1 | | | 2 | | | | | | | 4 | | | | | | |
| Utility Plan | | 1 | | | 2 | | | | | | | 4 | | | | | | |
| Typical Sections | | 2 | | | 16 | | | | | | | 16 | | | | | | |
| Typical Details 1 | | 1 | | | 4 | | | | | | | 8 | | | | | | |
| Typical Details 2 | | 1 | | | 4 | | | | | | | 8 | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| Opinion of Probable Construction Cost | | 2 | | | 12 | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| Subtotal - Design Development | 0 | 16 | 0 | 0 | 80 | 0 | 0 | 0 | 0 | 0 | 0 | 64 | 0 | 0 | 0 | 0 | 0 | 0 |
| Hours | 0 | 16 | 0 | 0 | 80 | 0 | 0 | 0 | 0 | 0 | 0 | 64 | 0 | 0 | 0 | 0 | 0 | 0 |
| Salary Costs | $0.00 | $1,472.00 | $0.00 | $0.00 | $5,680.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $3,264.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

$10,416.00

**POTENTIAL ADDITIONAL SERVICES:**
Offsite Storm Sewer Design
Offsite Utility Design

**DIRECT NON-LABOR COSTS**
Reproduction/Printing $250.00

**TOTAL COST:** $10,66

Library
A. 6. Page 14

**FEE DEVELOPMENT SPREADSHEET**

**CITY OF FAYETTEVILLE**
**PUBLIC LIBRARY**


**CONSTRUCTION DOCUMENTS PHASE**

| WORK TASK DESCRIPTION | Senior Project Manager $120 hr | Project Manager $92 hr | Senior Project Engineer $87 hr | Project Engineer $78 hr | Senior Design Engineer $71 hr | Design Engineer $60 hr | Project Surveyor $68 hr | Survey Coord $52 hr | Environ-mental Scientist $89 hr | Geologist $86 hr | Senior Tech./ Draftsman $64 hr | Tech. / Draftsman $51 hr | Clerical $36 hr | Survey Crew $120 hr | Senior Constr Engineer $64 hr | Const Engineer $60 hr | Senior Constr Observer $64 hr | Constr Observer $60 hr |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Meetings | | 4 | | | 4 | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| Final Plans- Complete to 100% | | | | | | | | | | | | | | | | | | |
| Access / Traffic Maintenance Plan | | 1 | | | 4 | | | | | | | 2 | | | | | | |
| Demolition Plan | | | | | 4 | | | | | | | 2 | | | | | | |
| Site Plan | | 2 | | | 4 | | | | | | | 2 | | | | | | |
| Pavement Jointing Plan | | 4 | | | 16 | | | | | | | 8 | | | | | | |
| Pavement Sections | | 2 | | | 4 | | | | | | | 8 | | | | | | |
| Pavement Details | | 2 | | | 8 | | | | | | | 12 | | | | | | |
| Grading and Drainage Plan | | 1 | | | 16 | | | | | | | 2 | | | | | | |
| Erosion Control Plan | | | | | 2 | | | | | | | 4 | | | | | | |
| Storm Sewer Details | | 2 | | | 4 | | | | | | | 8 | | | | | | |
| Utility Plan | | | | | 2 | | | | | | | 4 | | | | | | |
| Utility Details | | 2 | | | 8 | | | | | | | 2 | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| Technical Specifications | | 8 | | | 40 | | | | | | | | 32 | | | | | |
| Quality Control | | 4 | | | 24 | | | | | | | | | | | | | |
| Opinion of Probable Construction Cost | | 2 | | | 8 | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| Subtotal - Construction Documents | 0 | 34 | 0 | 0 | 148 | 0 | 0 | 0 | 0 | 0 | 0 | 64 | 32 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | | | | | | | | | | |
| Final Drainage Report | 0 | 4 | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 |

**Salary Costs:**

| | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Construction Documents** | $0.00 | $3,128.00 | $0.00 | $0.00 | $10,508.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $2,754.00 | $1,152.00 | $0.00 | $0.00 | $0.00 | $0.00 | $17,542.00 |
| **Final Drainage Report** | $0.00 | $368.00 | $0.00 | $0.00 | $1,136.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $204.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,708.00 |

**DIRECT NON-LABOR COSTS**

| | |
|---|---|
| Reproduction/Printing | $250.00 |
| **TOTAL COST:** | **$19,500.00** |

**FEE DEVELOPMENT SPREADSHEET**

**CITY OF FAYETTEVILLE**
**PUBLIC LIBRARY**
**PAGE 4 OF 5**

**BIDDING SERVICES**

| WORK TASK DESCRIPTION | Senior Project Manager $120 hr | Project Manager $92 hr | Senior Project Engineer $87 hr | Project Engineer $78 hr | Senior Design Engineer $71 hr | Design Engineer $60 hr | Project Surveyor $68 hr | Survey Coord $52 hr | Environ-mental Scientist $69 hr | Geologist $66 hr | Senior Tech./ Draftsman $64 hr | Tech. / Draftsman $51 hr | Clerical $36 hr | Survey Crew $120 hr | Senior Constr Engineer $64 hr | Const Engineer $60 hr | Senior Constr Observer $64 hr | Constr Observer $60 hr | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | | | | | |
| Addendums/Inquiries | | 4 | | | 16 | | | | | | | | | | | | | | |
| Pre-Bid Meeting/Bid Opening | | 4 | | | 6 | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| **Subtotal - Bidding Services** | 0 | 8 | 0 | 0 | 22 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **Hours** | 0 | 8 | 0 | 0 | 22 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **Salary Costs** | $0.00 | $736.00 | $0.00 | $0.00 | $1,562.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $2,298.00 |

**DIRECT NON-LABOR COSTS**

| | |
|---|---|
| Reproduction/Printing | $50.00 |
| **TOTAL COST:** | **$2,348.00** |

**FEE DEVELOPMENT SPREADSHEET**

**CITY OF FAYETTEVILLE**
**PUBLIC LIBRARY**
**PAGE 5 OF 5**

**CONSTRUCTION CONTRACT ADMINISTRATION**

| WORK TASK DESCRIPTION | Senior Project Manager $120 hr | Project Manager $92 hr | Senior Project Engineer $87 hr | Project Engineer $78 hr | Senior Design Engineer $71 hr | Design Engineer $60 hr | Project Surveyor $68 hr | Survey Coord $52 hr | Environ-mental Scientist $69 hr | Geologist $66 hr | Senior Tech./ Draftsman $64 hr | Tech. / Draftsman $51 hr | Clerical $36 hr | Survey Crew $120 hr | Senior Constr Engineer $64 hr | Const Engineer $60 hr | Senior Constr Observer $64 hr | Constr Observer $60 hr | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | | | | | |
| Preconstruction Meeting | | 2 | | | 2 | | | | | | | | | | | | | | |
| Utility Coordination Meeting | | 2 | | | 2 | | | | | | | | | | | | | | |
| Progress Meetings with Contractor/City | | 6 | | | 36 | | | | | | | | | | | | | | |
| Monthly Pay Requests | | | | | 36 | | | | | | | | | | | | | | |
| Shop Drawings/Material Submittals | | 6 | | | 48 | | | | | | | | | | | | | | |
| Record Drawings | | 8 | | | 16 | | | | | | | 32 | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| **Subtotal - Construction Admin. Services** | 0 | 24 | 0 | 0 | 140 | 0 | 0 | 0 | 0 | 0 | 0 | 32 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **Hours** | 0 | 24 | 0 | 0 | 140 | 0 | 0 | 0 | 0 | 0 | 0 | 32 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **Salary Costs** | $0.00 | $2,208.00 | $0.00 | $0.00 | $9,940.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,632.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $13,780.00 |

**DIRECT NON-LABOR COSTS**

| | |
|---|---|
| Reproduction/Printing | $100.00 |
| **TOTAL COST:** | **$13,880.00** |

Tree & Trails
~~C. 3. Page 1~~
A. 2.

# STAFF REVIEW FORM

X AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of **March 20, 2001.**

**FROM:**

| **Tim Conklin** | **Planning** | **Public Works** |
|---|---|---|
| Name | Division | Department |

**ACTION REQUIRED:** To approve a resolution for AD 01-5.00 creating a Tree and Trails Task Force composed of six members, all residents of Fayetteville, appointed by the City Council to two year terms as required by the Tree Settlement Agreement.

**COST TO CITY:**

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

**BUDGET REVIEW:** _____ Budgeted Item ____ Budget Adjustment Attached

Budget Manager — Administrative Services Director

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

| | | | |
|---|---|---|---|
| Accounting Manager | Date | Internal Auditor | Date |
| City Attorney 7-9-01 | Date | ADA Coordinator | Date |
| Purchasing Officer | Date | | |

**STAFF RECOMMENDATION:** Staff recommends each group that has representation on the committee provide the nam names to the City Clerk by March 19, 2001, for consideration by the City Council at the March 20, 2001 meet

| | | |
|---|---|---|
| Division Head 3-5-01 | Date | Cross Reference |
| Department Director | Date | New Item: **Yes** |
| Administrative Services Director | Date | Prev Ord/Res #: |
| or | Date | Orig Contract Date: |
| | | Orig Contract Number: |

**RESOLUTION NO.** 3-01

A RESOLUTION APPROVING A SETTLEMENT AGREEMENT IN MARY ALICE SERAFINI, CYNTHIA SAGERS, LAURIN WHEELER, AND LEAGUE OF WOMEN VOTERS OF WASHINGTON COUNTY, INC. AND THE OZARK HEADWATERS GROUP OF THE ARKANSAS CHAPTER OF THE SIERRA CLUB, INC. VS. CITY OF FAYETTEVILLE, ARKANSAS AND CITY OF FAYETTEVILLE PLANNING COMMISSION, CIV 2000-536.

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

Section 1. That the City Council hereby approves a settlement agreement in Mary Alice Serafini, Cynthia Sagers, Laurin Wheeler, and League of Women Voters of Washington County, Inc. and The Ozark Headwaters Group of the Arkansas Chapter of the Sierra Club, Inc. vs. City of Fayetteville, Arkansas and City of Fayetteville Planning Commission, CIV 2000-536. A copy of the settlement agreement is attached hereto marked Exhibit "A" and made a part hereof.

**PASSED AND APPROVED** this 2nd day of January, 2001.

APPROVED:

By: Charles D. Coody
Charles D. Coody, Mayor

ATTEST:

By: Heather Woodruff
Heather Woodruff, City Clerk

EX

IN THE CIRCUIT COURT OF WASHINGTON COUNTY, ARKANSAS

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

v. CIV 2000-536

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

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

## SETTLEMENT AGREEMENT

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

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

1. The City of Fayetteville agrees to contribute $225,000 in 2001 and $225,000 in 2002 for the acquisition by the City of trail rights-of-way, conservation easements, and fee simple estates. These sums shall be maintained by the City in a separate Tree and Trails Trust Fund (hereinafter the "Fund"). Interest income earned from the Fund shall be deposited in the Fund. Expenditures from

EXHIBIT A

the Fund shall be for the preservation of trees, environmentally sensitive lands, or lands with significant environmental amenities, or for additions to the City's existing system of multi-use and walking trails. No monies from the Fund shall be spent on the construction of such trails.

2. The City of Fayetteville shall establish a Tree and Trails Task Force to advise the City Council on individual acquisitions of trail rights-of-way, conservation easements, fee simple estates, and other property interests for the purposes set forth in Paragraph 1. In doing so, the Task Force will take into consideration the City's Master Plan and Multi-Use Trail Plan.

3. The Tree and Trails Task Force shall be composed of six members, all residents of Fayetteville, appointed by the City Council to two year terms. Two of the members shall represent the two organizational plaintiffs in this action. One member shall be a members of the City of Fayetteville Planning Division. One member shall be an alderman serving on the Sidewalks and Trails Advisory Committee. One member shall be an alderman serving on the Environmental Concerns Committee. One member shall be chosen from the Tree and Landscape Advisory Committee. The City Council may approve other powers, duties and procedures for the Tree and Trails Task Force as it deems proper. The City Council will appoint members within four (4) months of entering into this agreement.

4. The City of Fayetteville Tree and Landscape Administrator will send the letter attached hereto as Exhibit "A" and made a part hereof to developers, engineers and architects in the area. The attached letter will be sent by certified mail. The Planning staff will attach a copy of this letter to all development applications requiring tree preservation plans.

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

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

7. The Parties agree that this Settlement Agreement be incorporated in an Agreed order of Dismissal by the Circuit Court of Washington County, Arkansas.

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

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

10. This Settlement Agreement shall be effective immediately upon execution.

**IN WITNESS WHEREOF,** the Parties have caused this settlement agreement to be executed and effective this 8th day of January, 2001.

RESPECTFULLY SUBMITTED,

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

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

By: Charles D. Coody
Charles D. Coody, Mayor

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

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

ARGUS PROPERTIES, LLC AND FAYETTEVILLE EXCHANGE, LLC

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

# FAYETTEVILLE

EXHIBIT "A"

THE CITY OF FAYETTEVILLE, ARKANSAS

January 2, 2001

To Whom It May Concern:

As landscape administrator for the City of Fayetteville, I have the responsibility to review proposed development projects for compliance with the Tree Protection and Preservation provisions (§162 of the Fayetteville Code of Ordinances, recodified in §167 of the City's Unified Development Ordinance). Recent litigation and my personal experience lead me to the conclusion that little design consideration has typically been given toward the preservation of rare and landmark trees and other aspects of the relevant ordinance.

Fayetteville law states, "Proposed developments should be designed to maximize the preservation of rare and landmark trees." (Old §162.11(A), new §167.05(A).) The law also states, "No landmark or rare tree shall be removed from land to be developed unless the landscape administrator, who may seek consideration and recommendation from the Tree and Landscape Advisory Committee, determines there is no reasonable way the property can be otherwise developed, improved, or properly maintained and the tree saved." (Old §162.11(B)(6), new §167.05 (B)(6).) Rare trees are large growing species that have reached a trunk diameter of 24", small species with an 8" trunk diameter, or an uncommon or endangered species. Landmark trees are trees listed on the state, national or city registry as being historically significant. (Old §162.02, new §151.)

Fayetteville law also provides for specified minimum canopy areas for all new subdivisions, large scale developments, and commercial developments. The minimum canopy percentage of the total area of the property depends on the zoning designation. For example, property zoned C-2 (Thoroughfare Commercial) has a 15 % minimum canopy. (Old §162.11(C), new §167.05(C).)

These are requirements, but there is a provision to cover exceptional cases. "In the event a tree cannot be preserved as required, tree replacement, to be determined by the landscape administrator, may be required in lieu of the tree designated for preservation. Tree replacements should be of like or similar species in terms of size and ultimate canopy." (Old §162.11(E)(1), new §167.05(E)(1)(emphasis added).)

Fayetteville law also has a provision governing successors in interest to developers who have received approved plans. (Single-family homeowners are exempt.) That provision states: "Successors in interest of any person who as a developer of a subdivision (except single-family homeowners), large-scale development, commercial development, or conditional uses in other zones which are commercial in nature has been subject to the requirements of this chapter shall abide by the requirements and conditions to which such developer . . .was subject, including compliance with

the tree preservation plan." (Old § 162.13, new § 167.07.)
Please be familiar with these and other requirements in the Tree Protection and Preservation Ordinance. My office will be happy to provide copies and discuss details of interpretation with you.

The landscape administrator's job is to uphold this ordinance. Therefore it is suggested that I be included in the review of these projects in the early states of conceptual design. Many of the projects recently reviewed could easily be revised to save trees. Site design changes will be required if ways to preserve trees are obvious. My work with engineering firms has included site layouts, grading plans, water and sewer line design, etc. With this experience, I am prepared to be of assistance in the review of your development plans.

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

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

Sincerely,

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

IN THE CIRCUIT COURT OF WASHINGTON COUNTY, ARKANSAS

FILED FOR RECORD
01 JAN 8 AM 8 12
WASHINGTON CO CIR CT
B. STAMPS

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

v. CIV. 2000-536

CITY OF FAYETTEVILLE, ARKANSAS and CITY OF FAYETTEVILLE PLANNING COMMISSION — DEFENDANTS/APPELLEES

ARGUS PROPERTIES, LLC and FAYETTEVILLE EXCHANGE, LLC — PLAINTIFFS IN INTERVENTION

**ORDER OF DISMISSAL**

Pursuant to a Settlement Agreement agreed to between all parties and attached hereto and incorporated herein as part of this Order, this Court hereby dismisses the above-styled Case No. 2000-536, with prejudice.

IT IS SO ORDERED this 8th day of January, 2001.

Hon. Kim M. Smith

Jury Trial..... ☐
Bench Trial..... ☐
Default Judgment..... ☐
Summary Judgment..... ☐
Non-Trial..... ☑

Other parties or claims still pending..... ☐

IN THE CIRCUIT COURT OF WASHINGTON COUNTY, ARKANSAS

FILED FOR RECORD
'01 JAN 8 AM 8 49
WASHINGTON COUNTY
B. STAMPS

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

PLAINTIFFS/APPELLANTS

v. CIV. 2000-536

CITY OF FAYETTEVILLE, ARKANSAS and CITY OF FAYETTEVILLE PLANNING COMMISSION

DEFENDANTS/APPELLEES

ARGUS PROPERTIES, LLC and FAYETTEVILLE EXCHANGE, LLC

PLAINTIFFS IN INTERVENTION

**ORDER**

Pursuant to a hearing held on September 7, 2000, on the Defendants' and Plaintiffs in Intervention's respective Motions to Dismiss, this Court finds that Plaintiffs Mary Alice Serafini, Cynthia Sagers, Laurin Wheeler, and the League of Women Voters of Washington County, Inc. have standing to prosecute this appeal and denies the Motions to Dismiss with regards to Plaintiffs Mary Alice Serafini, Cynthia Sagers, Laurin Wheeler, and the League of Women Voters of Washington County, Inc.

IT IS SO ORDERED this 8th day of January, 2001.

Hon. Kim M. Smith

# STAFF REVIEW FORM

X AGENDA REQUEST
__ CONTRACT REVIEW
__ GRANT REVIEW

For the Fayetteville City Council meeting of **NA**

FROM:

| Eric J. Schuldt | Parks and Recreation | Public Works |
|---|---|---|
| Name | Division | Department |

ACTION REQUIRED:

A resolution authorizing Parks and Recreation to apply for up to $80,000 (80/20 matching funds) in grant money for the development of a multi-use at Lake Fayetteville.

COST TO CITY:

Total cost: $100,000
80% GRANT $80,000

| | | |
|---|---|---|
| $20,000 (our cost) | $120,013 | Park Trail Development |
| Cost of this Request | Category/Project Budget | Category/Project Name |
| | $0 | Park Improvements |
| | Funds Used To Date | Program Name |
| 2250-92858814-00 | $120,013 | Parks Development |
| Account Number | Remaining Balance | Fund |
| 960971-01 | | |
| Project Number | | |

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Manager — Blank Authorizations Received — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: _____

| | | | |
|---|---|---|---|
| Marsha Fatheree | 3/2/01 | Nancy Smith | 3/2/01 |
| Accounting Manager | Date | Internal Auditor | Date |
| | 3/2/01 | | |
| City Attorney | Date | ADA Coordinator | Date |
| | 3/5/01 | | |
| Purchasing Officer | Date | | |

STAFF RECOMMENDATION:

**Approval of Resolution**

| | | |
|---|---|---|
| Connie Edmondson | 3-2-01 | Cross Reference |
| Division Head | Date | |
| | Mar 5, 01 | New Item: Yes No |
| Department Director | Date | |
| | 3/5/01 | Prev Ord/Res #: __ |
| Administrative Services Director | Date | Orig Contract Date:_ |
| | 3/5/01 | Orig Contract Number: ____ |
| Mayor | Date | |

STAFF REVIEW FORM

Description Trails Grant Authorization _____ Meeting Date N/A ____

Comments:
Budget Coordinator

Please route grant application back through grant review after the grant application is completed.

Accounting Manager

City Attorney

Purchasing Officer

ordinator

Internal Auditor

Reference Comments:

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

## DEPARTMENTAL CORRESPONDENCE

To: Mayor Dan Coody and City Council

Thru: Connie Edmonston, Parks and Recreation Superintendent C.E.

From: Eric J. Schuldt, Parks Development Coordinator (EJS)

Date: March 2, 2001

Re: Recreational Trails Grant

The Parks and Recreation Division requests approval to apply for $80,000 in grant money from the Arkansas Recreational Trails Fund. The Arkansas Recreational Trails Fund uses federal funding from the Transportation Equity Act for the 21st Century (TEA-21) for the purpose of building and performing major maintenance on motorized, non-motorized, and multiple use trails.

As a requirement of the grant, a resolution is required from the Fayetteville City Council to the Arkansas State Highway and Transportation Department (AHTD) expressing support for the project and authorizing the resources for a 20% share of the project's cost.

The City of Fayetteville's matching money contribution, of up to $20,000, will be provided by the 2001 Parks and Recreation Capital Improvement Budget. The Parks and Recreation Division has $100,013 of designated funds for Lake Fayetteville trail development.

The Lake Fayetteville Trail Project is a wonderful opportunity to provide trail opportunities around the perimeter of the lake. Park staff has been working with many different users groups to create a usable plan for the community. Currently, the Parks and Recreation Division has a $20,000 grant awarded for this project. We will be requesting this money be rolled forward into this new grant request. The staff with the Arkansas Recreational Trails Fund is aware of this request. Park staff will hire a consulting firm to assist with the project and the preparation of the grant materials. The deadline to submit materials for the grant is May 11, 2001.

Enclosed is a copy of the grant application materials for your review. If you have any questions, please call Connie Edmonston at 444-3473 or Eric J. Schuldt 444-3472.

*Attachment:* *Grant Application Materials*

# ARKANSAS STATE HIGHWAY COMMISSION

JOHN "M" LIPTON, CHAIRMAN
WARREN

J.W. "BUDDY" BENAFIELD, VICE CHAIRMAN
HICKORY PLAINS

MARY P. "PRISSY" HICKERSON
TEXARKANA

P.O. Box 2261
LITTLE ROCK, ARKANSAS 72203-2261
TELEPHONE No. (501) 569-2000
FAX No. (501) 569-2400

December 22, 2000

JONATHAN BARNETT
SILOAM SPRINGS

HERBY BRANSCUM, JR.
PERRYVILLE

DAN FLOWERS
DIRECTOR OF
HIGHWAYS AND TRANSPORTATION

RECEIVED
DEC 27 2000
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

Dear Mayor:

Reference is made to the Arkansas Recreational Trails Program.

Arkansas has been allocated federal funds for the purpose of constructing motorized and non-motorized recreational trail projects. These funds must be matched by local trail sponsors at the rate of 80 percent federal funds, 20 percent local funds. In-kind donations of labor and materials can be used as all or part of the required local matching funds. The deadline for applications to be returned to the Arkansas State Highway and Transportation Department in Little Rock is 4:00 p.m. Friday, May 11, 2001.

An application for Program funds can be obtained by calling (501) 569-2207 or by e-mail to steve.weston@ahtd.state.ar.us.

Sincerely,

Dan Flowers
Director of Highways
and Transportation

c: Chief Engineer

# ARKANSAS RECREATIONAL TRAILS FUND

## FY 2001 Funds

The Arkansas Recreational Trails Fund uses federal funding from the Transportation Equity Act for the 21st Century (TEA-21) for the purpose of building and performing major maintenance on motorized, non-motorized, and multiple use trails. Agencies of city, county, state, or federal government and duly incorporated private/non-profit agencies can apply for these funds if access to the project by the general public is provided throughout the life of the project.

A local sponsor must provide at least 20% of the total project cost. The local share can be in the form of cash, donated funds, or the documented fair market value of any donated materials or services that are accepted and incorporated into the project. Federal funds from other sources cannot be used to match these funds. Federal agencies wishing to use these funds can provide up to 15% of the total project cost as match, with the remaining 5% coming through cooperative relationships with trail user groups.

This is a reimbursable program. This means once the local sponsor receives an official Notice-to-Proceed from the Arkansas State Highway and Transportation Department, 80% of the costs directly attributable to the project can be reimbursed. The local sponsor is responsible for maintaining records and proving that expenses are legitimate and directly related to the project. This may be in the form of receipts, time sheets, etc. Such reimbursement will occur after an on-site visual verification conducted by AHTD.

PROJECT ADMINISTRATION PROCESS

The following steps will be taken to administer approved trail projects through completion.

1. Successful applicants (sponsors) will be notified by the Arkansas Recreational Trails Advisory Committee.

2. A trails project administration workshop will be held. Each sponsor must have a representative at this meeting. Environmental clearances, billing procedures, and administrative procedures will be discussed.

3. Sponsors will transmit a resolution to the Arkansas State Highway and Transportation Department (AHTD) from their governing body expressing support for the project and that they have the resources for their 20% share of their project's cost.

4. An Agreement of Understanding will be executed between the sponsor and AHTD. This document outlines the responsibilities of each of the respective parties.

5. The sponsor will provide AHTD with proof of land ownership and all plans, mapping, and construction specifications for review and approval.

6. The sponsor will provide AHTD with proof of State Historic Preservation Officer approval of the project and any other documentation necessary to obtain environmental clearances.

7. Once plans, maps, and construction specifications have been approved and after all environmental clearances have been obtained the final Contract between the sponsor and AHTD will be executed.

8. A pre-construction conference will be held.

9. **AHTD will provide the sponsor with an official Notice To Proceed. All expenses incurred after receipt of the Notice To Proceed will be reimbursable at the rate of 80%. All such expenses must be directly related to the trail project as outlined in the documentation listed above. Any expenses incurred prior to receipt of the Notice To Proceed will be the responsibility of the sponsor and will not be eligible for reimbursement.**

10. At set stages during the construction of the project, the sponsor can request reimbursement for work accomplished. Such reimbursements will be preceded by a visual verification conducted by AHTD staff. The stages at which reimbursement can be requested will be clearly outlined in the Agreement of Understanding.

**For information contact:**

**Steve Weston**
**AHTD – Planning and Research**
**P.O. Box 2261**
**Little Rock, AR 72203**
**(501) 569-2020**
**steve.weston@ahtd.state.ar.us**

Project Title: _____

Applicant: _____

Address: _____

_____

_____

_____

Primary Contact Person: _____

Title: _____ Phone: _____ Fax: _____

E-mail _____

Type of Applicant (circle one) Private/Non-Profit Government Agency

BUDGET INFORMATION; fill out attached 3 page budget sheet and fill in these blanks.

**Local Share** (must be at least 20% of total project cost): $_____

**TEA-21 Share** (not to exceed 80% of total project cost): $_____

**Total Project Cost**: $_____

PROJECT LOCATION

County: _____ Nearest Municipality: _____

Township: _____ Range: _____ Section(s): _____

Land Ownership (circle one) Public Private

**Provide an accurate map indicating the location to the project in relation to the nearest municipality. This map must include information necessary to locate the site from the nearest state or U.S. highway.**

PROJECT DESCRIPTION

1. Outline exactly what will be accomplished with the funds you are applying for. **Provide a description of the work to be accomplished, how it will be accomplished, and who will perform it.** Include materials to be used, source of labor, and source of design and construction standards to be used. Provide an accurate site plan covering the entire project with north arrow, scale, project beginning and end point(s), individual points of construction, maintenance, etc.

**Length of trail to be constructed:** _____

2. What is the primary purpose of this trail project? (check one)

_____ Restoration of sites damaged by trail use.

_____ New trail construction.

_____ Improvements, upgrading, or segment relocation to enhance use of existing trails.

_____ Trail-side or trail-head facility construction including but not limited to benches, vista clearing, bridges, parking, information boards, etc.

3. Circle each of the trail uses to be provided by this project and provide a **brief explanation** of how each will be accommodated.

| | | | |
|---|---|---|---|
| bicycling | day hiking | equestrian | jogging/fitness |
| overnight/long distance hiking | 4-wheel drive vehicle | 4-wheel all terrain vehicle | interpretive |
| aquatic | barrier free | motorcycle | other |

4. How does this project accomplish a recommendation in the current Statewide Comprehensive Outdoor Recreation Plan (available from the Arkansas Department of Parks and Tourism, 501-682-1302)? State the recommendation and provide a brief explanation.

5. How will the project be designed and constructed to ensure the safety of its users and to avoid the danger or injury to users due to possible conflicts between different uses?

6. Describe how maintenance will be accomplished after project completion. Include who will perform maintenance, maintenance schedule and checklist, and inspection schedule.

7. Explain the planning process that led to this proposal, i.e. public involvement, establishment of need and demand, review process, etc.

8. What accommodations will be made to provide access to this trail for individuals with disabilities?

9. What is the source of the required local 20% match (budget item, donated materials, donated services, or donated cash)? If donated funds, materials, or services will be used as all or part of the local 20% match, **written commitments by the donors(s) must be provided**. Please provide copies of this documentation.

10. Will this project be accomplished by a contractor or by in-house (force-account) labor?

11. List any previous Recreational Trail Program funds you have received and the projects' status.

**All applications must be received at the Arkansas State Highway and Transportation Department headquarters building in Little Rock no later than 4:00 P.M., Friday, May 11, 2001. No facsimile (fax) or electronic (e-mail or disc) applications will be accepted. Send twelve (12) copies of this application with all necessary attachments to:**

Thomas L. Harrell, Planning and Research Engineer
Planning and Research Division
Arkansas State Highway and Transportation Department
P.O. Box 2261
Little Rock, Arkansas 72201

# Arkansas Recreational Trails Program
## Application Budget Sheet

Project Name _____

Sponsor _____

1 **Clearing and Grubbing**
Please estimate the costs of all clearing and grubbing associated with this project .

Length (in feet) _____ Width (in feet) _____

**Material $** _____

**Labor $** _____

2 **Sub-base**
Please estimate the cost of purchasing and installing sub-base aggregate for this project.

Approximate number of cubic yards: _____

**Material $** _____

**Labor $** _____

3 **Paving**
Please estimate the cost of purchasing and installing trail paving material.

Length (in feet) _____ Width (in feet) _____

Asphalt, approximate number of cubic yards: _____

Concrete, approximate number of cubic yards: _____

Other (indicate material), approximate number of cubic yards: _____

**Material $** _____

**Labor $** _____

4 **Boardwalk Construction**
Please estimate the cost of purchasing and installing materials for boardwalks.

Length (in feet) _____ Width (in feet) _____

**Material $** _____

**Labor $** _____

## Arkansas Recreational Trails Program
## Application Budget Sheet

5 **Trail Support Facilities**
Please estimate the number and cost of purchasing and installing trail support facilities such as signs, bulletin boards, benches, parking spaces, etc..

A _____ $ _____

B _____ $ _____

C _____ $ _____

D _____ $ _____

E _____ $ _____

**Material $** _____

**Labor $** _____

6 **Bridges**
Please estimate the number and cost of purchasing materials and installing bridges

Number of bridges: _____

Length(s) of bridges: _____

Width(s) of bridges: _____

Distance between water and surface of bridges: _____

_____

**Material $** _____

**Labor $** _____

7 **Utilities**
Please describe and estimate the costs for installation of any utilities necessary for this project, i.e. water lines, electrical lines, etc.

A _____ $ _____

B _____ $ _____

C _____ $ _____

D _____ $ _____

**Material $** _____

**Labor $** _____

**Arkansas Recreational Trails Program**
**Application Budget Sheet**

8 **Drainage Structures**
Please describe and estimate the costs for purchasing materials and installing any drainage structures, i.e. culverts, etc..

Number: _____

Length: _____

**Material $** _____

**Labor $** _____

9 **Brochures and/or Educational Materials**
Please estimate the costs associated with publishing any brochures necessary for your trail project.

**Material $** _____

**Labor $** _____

10 **Other**
Please describe and estimate the cost for any other trail related project.

A _____

B _____

C _____

D _____

**Material $** _____

**Labor $** _____

**PROJECT TOTALS**

**Total Project Material $** _____

**Total Project Labor $** _____

**Total Project Cost $** _____

**ORDINANCE NO. _____**

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF SPECIALIZED RADIO EQUIPMENT FROM MOTOROLA INCORPORATED.

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

Section 1. The City Council hereby waives the requirement of competitive bidding for the purchase of specialized radio equipment from Motorola Incorporated for the reason that an exceptional situation exists making such procedure not feasible as follows:

(a) Motorola Incorporated is the sole source supplier of the equipment which is compatible with the 800 MHz Motorola trunking system utilized by the city.

Section 2. Such bid waiver shall continue in effect, subject to any needed budget or contract approval, until such time as the City of Fayetteville discontinues operation of the 800 MHz Motorola trunking system.

Section 3. The City Council hereby determines that the City of Fayetteville is in immediate need of additional radio equipment and hereby determines that the immediate passage of this ordinance is necessary for the purchase of such equipment. Therefore, an emergency is declared to exist and this ordinance being necessary for the public safety and welfare shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this _____ day of March, 2001.

APPROVED:

BY: _____
**DAN COODY**, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of March 20, 2001

**FROM:**

| Richard L. Watson | Police | Police |
|---|---|---|
| Name | Division | Department |

**ACTION REQUIRED:** Award contract to Motorola Inc in the amount of $1,769,013.54 to upgrade and enhance the 800 MHz Radio system, construct a radio building at tower site in the amount of $48,000, project contingency of $40,000 and approval of budget adjustment to complete Phase I. Purchase of a Generator will follow.

**COST TO CITY:**

| $1,857,013.54 | $1,791,000 | Radio System Replacement |
|---|---|---|
| Cost of this Request | Category/Project Budget | Category/Project Name |
| 4470-9470-5801.00 | $ 221,395 | Capital Improvements |
| Account Number | Funds Used To Date | Program Name |
| 99019 | $1,569,605 | Sales Tax Capital Improvements Fund |
| Project Number | Remaining Balance | Fund |

**BUDGET REVIEW:** X Budgeted Item X Budget Adjustment Attached

Budget Manager — Administrative Services Director

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

| Accounting Manager | Date | Internal Auditor | Date |
|---|---|---|---|
| 3/2/01 | | 3/2/01 | |
| City Attorney | Date | ADA Coordinator | Date |
| | | | |
| Purchasing Officer | Date | | |
| 3-8-01 | | | |

**STAFF RECOMMENDATION:** Authorized Mayor and City Clerk to enter into contact with Motorola Inc for upgrade of radio system, expenditures for in house construction of radio building, approval of $40,000 project contingency and a budget adjustment in the amount of $312,500.

| Division Head | Date |
|---|---|
| | 3-2-01 |
| Department Director | Date |
| 3-2-01 | |
| Administrative Services Director | Date |
| 3/6/01 | |
| Mayor | Date |
| | 3/7/01 |

Cross Reference

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

Prev Ord/Res #: _____

Orig Contract Date: _____

Staff Review Form
Page 2

Description:_____

Comments: Reference Comments:

**Budget Coordinator:**

_____ _____

_____ _____

_____ _____

**Accounting Manager**

_____ _____

_____ _____

_____ _____

**City Attorney**

_____ _____

_____ _____

_____ _____

**Purchasing Officer**

_____ _____

_____ _____

_____ _____

**ADA Coordinator**

_____ _____

_____ _____

_____ _____

**Internal Auditor**

_____ _____

_____ _____

_____ _____

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

| Budget Year | Department: | Police | Date Requested | Adjustment # |
|---|---|---|---|---|
| 2001 | Division: | Sales Tax Capital | March 6, 2001 | |
| | Program: | Sales Tax Capital | | |

**Project or Item Requested:**

$312,500 is requested in the Radio System Improvements capital project funded in the Sales Tax Fund.

$1,320,000 is requested in the Water/Sewer Operations Building capital project funded in the Water & Sewer Fund.

**Project or Item Deleted:**

$249,000 from the Highway 62 West W/S Improvements capital project.

$1,320,000 from the Water/Sewer Operations Building capital project funded in the Sales Tax Fund.

**Justification of this Increase:**

The additional funding is needed to cover the cost of the contract for the Radio System Upgrade.

The project budget for the Water/Sewer Operations Building is being transferred from the Sales Tax Fund to the W&S Fund to free up Sales Tax funding for future project overruns.

**Justification of this Decrease:**

The Highway 62 West W/S Improvements capital project is complete with funding remaining.

A rebate received from the Beaver Water District for water purchases was received in the amount of $1,071,000. This amount was placed back into the Water & Sewer Fund.

**Increase Expense (Decrease Revenue)**

| Account Name | Amount | Account Number | | | | | Project Number | |
|---|---|---|---|---|---|---|---|---|
| Fixed Assets | 312,500 | 4470 | 9470 | | 5801 | 00 | 99019 | 1 |
| Use of Fund Balance | 1,007,500 | 4470 | 0947 | | 4999 | 99 | | |
| Building Costs | 1,320,000 | 5400 | 5600 | | 5804 | 00 | 98076 | 20 |

**Decrease Expense (Increase Revenue)**

| Account Name | Amount | Account Number | | | | | Project Number | |
|---|---|---|---|---|---|---|---|---|
| Building Costs | 1,320,000 | 4470 | 9470 | | 5804 | 00 | 98076 | 20 |
| Waterline Improvements | 249,000 | 5400 | 5600 | | 5808 | 00 | 00026 | 20 |
| Use of Fund Balance | 1,071,000 | 5400 | 0940 | | 4999 | 99 | | |

**Approval Signatures**

| | Date |
|---|---|
| Requested By | |
| Budget Manager | 3-2-01 |
| Department Director | 3-8-01 |
| Admin. Services Director | 3/6/01 |
| Mayor | 3/7/01 |

**Budget Office Use Only**

Type: A B C (D) E

Date of Approval _____

Posted to General Ledger _____ _____

Posted to Project Accounting _____ _____

Entered in Category Log _____ _____

*Blue Copy: Budget & Research / Yellow Copy: Requester*

C:\DATA\FORMS\BA-ADJ\BA_01005.WK4

## CITY OF FAYETTEVILLE

**Purchase Requisition**

(not a purchase order)

| | |
|---|---|
| Requisition No.: | Date: 20-Mar-01 |
| P.O. Number: | Expected Delivery Date: 10 Weeks |

| | | | |
|---|---|---|---|
| Vendor #: 27860 | Vendor Name: Motorola Inc | | Mail: Yes____ No_X |
| Address: 2212 W. Nashville St | | FOB Point: Fayetteville, AR | Taxable: Yes___ No____ |
| City: Broken Arrow | State: OK | Zip: 74012 | Ship To Code: |
| Requester: Kathy Stocker | | *Requester's Employee#: | Division Head Approval: Extension: 561 |

| Item | Description: | Quantity | Unit of Issue | Unit Cost | Extended Cost | Account Number: | Project/SubProject Number: | Inventory # | Fixed Asset # |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Radio System Replacement | 1 | ea | $1,659,874.00 | $1,659,874.00 | 4470-9470-5801.00 | 99019-002 | | |
| 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** | | | | **$23,996.00** | | | | |

**Special Instructions:** _____

| | |
|---|---|
| **Subtotal:** | $1,659,874.00 |
| **Freight** | $23,996.00 |
| **Tax:** | $85,143.54 |
| **TOTAL:** | $1,769,013.54 |

Approvals: (for purchasing office use only)

Mayor:_____ Department Director:_____ Purchasing Manager:_____

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

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

## DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and Members of the City Council

FROM: Rick Hoyt, Assistant Chief of Police

DATE: February 28, 2001

SUBJECT: Radio System Upgrade - Phase I

As you know, we have been working on a radio replacement project for over a year now. After many months of research and consultation we are now ready to make specific recommendations. We are recommending the City approve the attached contract from Motorola Inc. in the amount of $ 1,769,013.54. The total cost of this project is $ 1,857,013.54. A budget adjustment is also included with this request in the amount of $ 312,500 to cover the additional cost.

This contract reflects the recommendations made by RCC Consultants, City Staff and Project Director, Kathy Stocker. The major benefits we expect are improvement in the system performance and geographical coverage, increased reliability by having a redundant site, maintainability, less busy signals, and room for future growth. The system performance enhancements include moving the radio tower site from Mt. Robinson to Mt. Sequoyah, thereby giving the city 95% radio coverage within our city limits for both mobile and portable radios. (Our current system was only rated at 90% coverage for mobiles only.) By upgrading and relocating the current system the city should be assured of reliable two-way radio communication for the next 5 - 7 years. We are also increasing our repeaters by two to a total of seven so less system busy signals should be experienced.

Three different tiers of radios are being proposed in this contract. This offers Local Government a less expensive but quality radio for their use. The Fire Department will use the same tier radio that is currently in use by Public Safety. These radios will have an added enhancement allowing the Fire Department units to update their status directly to the Dispatch Center. This addition would take place during Phase II of this project. The Police Department will be installing analog/digital radios that can be upgraded to include encryption ability during Phase II.

This radio system upgrade allows the city to re-use the Mt. Robinson Site as a back-up to the main system, and 140 mobiles and portables will be upgraded for use on the new system. Re-using this equipment saves the project approximately $300,000.

The CDC (Central Dispatch Center) will also be updated during this upgrade to a newer computer based format and a direct connection from CDC equipment to the tower site will be achieved.

This radio project was a combined effort of representatives from all City Departments. This initial project solves most immediate radio concerns and needs. Phase II of this project will address any remaining issues such as encryption for some of the police radios, fire department unit-status devices and any remaining coverage problems.

# COMMUNICATIONS SYSTEM AGREEMENT

Motorola, Inc., a Delaware corporation ("Motorola"), by and through the United States & Canada Group of its Commercial, Government, and Industrial Solutions Sector ("CGISS"), and the City of Fayetteville, Arkansas ("Customer") enter into this Communications System Agreement (the "Agreement"), effective as of the last date signed below (the "Effective Date"), pursuant to which Customer will purchase and Motorola will provide Customer with a Communications System.

## Section 1 EXHIBITS

The Exhibits below are hereby incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below.

Exhibit A Motorola software license agreement ("Software License Agreement")

Exhibit B Motorola system description ("System Description"), acceptance test plan ("Acceptance Test Plan" or "ATP" this will include the "Coverage Acceptance Test Plan" or "CATP"), equipment list ("Equipment List"), and statement of work ("Statement of Work"), dated February 27, 2001.

Exhibit C Enhanced System Support Plan ("ESS Plan")

Exhibit D Section 2, Point by Point Response included in the City of Fayetteville Radio Improvement Project Technical Proposal, dated October 31, 2000

Exhibit E Motorola service agreement ("Service Agreement") and Motorola Software Subscription Agreement ("Subscription Agreement").

Exhibit F City of Fayetteville's Request for Proposal

## Section 2 DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined within the Agreement have the following meanings:

"Communications System" or "System" is the communications system described in Exhibit B, including the Equipment and Software described in the System Description, Statement of Work, Acceptance Test Plan and Equipment List.

"Equipment" is the equipment specified in the Equipment List included in Exhibit B.

"Motorola Software" is software whose copyright is owned by Motorola.

"Non-Motorola Software" is software whose copyright is owned by a party other than Motorola.

"Software" includes Motorola and any Non-Motorola Software that may be furnished with the Communications System.

## Section 3 SCOPE OF AGREEMENT

A. SCOPE OF WORK. Motorola will assemble and integrate the Equipment and Software, and deliver, install and test the Communications System at designated sites, as specified in

Exhibit B and in accordance with this Agreement. Motorola & Customer will perform its responsibilities as specified in Exhibit B and in accordance with this Agreement.

B. CHANGE ORDERS. Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost of or time required for the performance of this Agreement, Motorola and Customer will agree to an equitable adjustment in the Agreement price or performance schedule, or both. Motorola is not obligated to comply with requested changes unless and until both parties execute a written change order.

C. ADDITIONAL PRODUCTS. For One (1) year after the Effective Date of this Agreement, Customer may submit purchase orders for additional portable and mobile subscriber products manufactured by Motorola's CGISS which are currently available at the time of order. If Customer and Motorola have agreed to a convention for processing electronic data interchange ("EDI") transactions, purchase orders may be transmitted electronically. Each purchase order must specifically refer to this Agreement and will be an offer by Customer subject to Motorola's acceptance. Except for pricing and delivery terms, which must be stated on the purchase order, Customer and Motorola agree that the applicable terms of the main body of this Agreement will be the only terms and conditions that govern the purchase and sale of products identified on such purchase orders. Customer and Motorola agree that payment for all additional products so purchased will be due within thirty (30) days from date of receipt of invoice.

D. MAINTENANCE SERVICE. During the first year after System Acceptance, maintenance services and software support are provided pursuant to the terms of this Agreement, the ESS Plan (Exhibit C) and the applicable provisions of the Service Agreement (Exhibit E). The applicable provisions of the Service Agreement are those entitled "Service Defined" (but excluding, for purposes of the ESS Plan, the first sentence of subparagraph B of "Service Defined"), "Excluded Services", "Right to Subcontract/Assignment", "Time and Place of Service", and "Warranty". Such services are included in the Purchase Price. After the first year following System Acceptance, Customer may purchase maintenance services and software support for the Communications System pursuant to a separately executed Service Agreement and Software Subscription Agreement.

E. MOTOROLA SOFTWARE. Any Motorola Software furnished will be licensed to Customer solely according to the terms and restrictions of the Software License Agreement attached as Exhibit A. Customer hereby accepts all of the terms and restrictions of the Software License Agreement.

F. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply.

## Section 4 PERFORMANCE SCHEDULE

A. Motorola and Customer agree to perform their responsibilities in accordance with the following performance schedule as supplemented by the schedule included in the Statement of Work:

1. Motorola will ship the Equipment to designated Customer site(s) within 10 weeks after the Effective Date of this Agreement.

2. Motorola will install the Equipment within 3 weeks after the Equipment is delivered to designated site(s).

3. Motorola and Customer will initiate acceptance testing within 3 weeks after installation is completed. Acceptance testing will not be completed until Motorola successfully passes all Acceptance tests in accordance with the Acceptance Test Plan set forth in Exhibit B of this Agreement.

B. By executing this Agreement, Customer authorizes Motorola to proceed with the manufacture, assembly, integration, delivery, installation, and testing of the Communications System. No further notice to proceed, purchase order, authorization, resolution, or any other action will be required.

**Section 5 PAYMENT SCHEDULE**

A. The total contract price is One Million Seven Hundred Sixty Nine Thousand Thirteen Dollars and Fifty Four Cents (USD$1,769,013.54). Except for the first payment, which is due when Customer executes this Agreement, Customer agrees to make payments to Motorola within thirty (30) days after the date of receipt of invoices that will be submitted by Motorola according to the following payment schedule:

1. 15 % of the total contract price is due when Customer executes this Agreement;

2. 50 % of the total contract price will be invoiced immediately after the Equipment is delivered to the City of Fayetteville;

3. 10 % of the total contract price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits;

4. 10 % of the total contract price will be invoiced immediately after the completion of the System Acceptance Test plan; and

5. 15 % of the total contract price will be invoiced immediately after System Acceptance.

B. If the total contract price does not include freight charges, all freight charges will be pre-paid by Motorola and added to the invoices.

**Section 6 INSTALLATION AND SITE CONDITIONS**

A. In addition to its responsibilities described in the Statement of Work, Customer agrees to provide a designated project director, procure any necessary construction permits, building permits, zoning variances and the like, provide access to the sites identified in the Exhibits as requested by Motorola, and have such sites available for installation of the Equipment by Motorola in accordance with the performance schedule and Statement of Work.

B. If either Motorola or Customer determines during the course of performance of this Agreement that the sites identified in the Exhibits are no longer available or desired, or, if subsurface, structural, adverse environmental or latent conditions at any site materially differ from those indicated on the specifications in the Exhibits, Motorola and Customer will promptly investigate the conditions and jointly select replacement sites or adjust the installation plans and specifications as necessary.

C. If Customer and Motorola determine that any material change in sites, site availability, installation plans, or specifications will require an adjustment in the contract price or in the time required for the performance of this Agreement, the parties will agree to an equitable

adjustment in the price, performance schedule, or both; and this Agreement will be modified in accordance with Section 3.B of this Agreement.

D. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date of this Agreement.

**Section 7 TRAINING**

If training is included in this Agreement, Customer agrees to notify Motorola immediately if a date change for a scheduled training program is required. A charge will apply to a training program rescheduled by Customer less than thirty (30) days prior to its scheduled start date with such charge not to exceed One Thousand Dollars and No Cents (USD$1,000.00). If Motorola changes a training date less than seven days (7) from the scheduled date, Motorola will be assessed a rescheduling fee not to exceed One Thousand Dollars and No Cents (USD$1,000.00).

**Section 8 SYSTEM ACCEPTANCE**

A. Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Customer and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

B. Motorola agrees to notify Customer when the Communications System is ready for acceptance testing. Motorola and Customer agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Customer or its contractors, agents and consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.

C. Motorola may, but is not obligated to, issue written authorization for Customer's use of the Communications System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Motorola. Any use of the Communications System for its intended purpose without prior written authorization by Motorola shall constitute System Acceptance.

**Section 9 WARRANTY**

A. WARRANTY PERIOD. Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance ("Warranty Period") in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software is shipped from Motorola. Customer must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. SYSTEM FUNCTIONALITY. Motorola represents that the Communications System will satisfy the functional requirements in Exhibit B. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty

set forth below, the Software Warranty set forth in the Software License Agreement, and the Enhanced System Support Plan described in Exhibit C will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance where the functionality is reduced for reasons beyond Motorola's control including but not limited to i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Customer changes to load usage and/or configuration outside the parameters specified in Exhibit B; v) any other act of parties who are beyond Motorola's control, including Customer or its employees, contractors, consultants or agents.

C. EQUIPMENT WARRANTY. Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section.

At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola's liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

THIS WARRANTY DOES NOT APPLY TO

a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.

b) Defects or damage occurring from misuse, accident, water, or neglect.

c) Defects or damage occurring from testing, operation, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this Communications System Agreement.

d) Breakage or damage to antennas unless caused directly by defects in material or workmanship.

e) Equipment that has been subjected to unauthorized Equipment modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.

f) Equipment which has had the serial number removed or made illegible.

g) Batteries (because they carry their own separate limited warranty).

h) Equipment which, due to illegal or unauthorized alteration of the software/firmware in the Equipment, does not function in accordance with Motorola's published specifications or with the FCC type acceptance labeling in effect for the Equipment at the time the Equipment was initially distributed from Motorola.

i) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.

j) Software.

k) Normal and customary wear and tear.

D. MOTOROLA SOFTWARE WARRANTY. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit A.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and is not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

## Section 10 FCC LICENSES AND AUTHORIZATIONS

Customer agrees to obtain all Federal Communications Commission ("FCC") licenses and authorizations required for installation and use of the Communications System prior to the scheduled installation of the Equipment. Although Motorola may assist in the preparation of license applications, in no event will Motorola or any of its employees be an agent or representative of Customer in FCC matters. Customer is solely responsible for obtaining all FCC licenses and for complying with FCC rules.

## Section 11 DELAYS

A. Successful project implementation will require cooperation and fairness between the parties. Because it is impractical to provide for every contingency which may arise during the course of performance of this Agreement, the parties agree to notify the other if they become aware that any condition will significantly delay performance. The parties will agree to reasonable extensions of the project schedule by executing a written change order.

B. Under no circumstances will either party be responsible for delays or lack of performance resulting from events beyond the reasonable control of that party ("Excusable Delays"). Such events include, but are not limited to, acts of God, weather conditions, compliance with laws and regulations (excluding Customer's failure to properly and timely apply for all required FCC licenses), governmental action, bid protests, fire, strikes, lock-outs, and other labor disruptions, riots, acts of war, and an Excusable Delay of a Motorola subcontractor. Material shortages that could not have been reasonably foreseen by Motorola and thus beyond its reasonable control, will be deemed an Excusable Delay. If material shortages are foreseen, Motorola will do its best efforts to procure the required material to perform its responsibilities herein so long as such procurement is economically feasible. If the procurement of material that are in short supply is not economically feasible, then such material shortages will be deemed an Excusable Delay.

C. Customer will make available to Motorola the sites when scheduled and Customer will not otherwise unreasonably delay or prevent Motorola's performance of its responsibilities. In the event of a Customer delay during the time of shipment, Motorola may ship the equipment as scheduled to a location as designated by the Customer or if no such location is designated, a Motorola designated storage facility for which Customer agrees to pay all fees. If Customer delays Motorola's performance, the performance schedule will be extended, the Customer will make the milestone payments as if no delay occurred, and the parties will execute a Change Order to compensate Motorola for reasonable charges incurred because of such delays. Such charges include, but are not limited to, costs incurred by Motorola and/or its subcontractors for additional freight, warehousing and handling; suspending and re-mobilizing the work; additional engineering and standby time calculated at then current man-day rates; and preparing and implementing a "work around" plan.

**Section 12 DEFAULT**

A. If Motorola fails to complete delivery, installation or acceptance testing in accordance with this Agreement, Customer may consider Motorola to be in default, unless such failure has been caused by an Excusable Delay. Customer agrees to give Motorola written notice of such default. Motorola will have thirty (30) days from the receipt of such notice to provide a plan of action that is acceptable to Customer to cure the default.

B. If Motorola fails to cure the default, Customer may terminate any unfulfilled portion of this Agreement. If Customer completes the Communications System through a third party, Customer may recover the reasonable costs of completing the Communications System to a capability not exceeding that specified in the Agreement, less the unpaid portion of the Contract Price. Customer agrees to use its best efforts to mitigate such costs. Motorola's liability under this Section is subject to the limitations of the Section entitled Limitation of Liability of this Agreement.

C. THE REMEDIES PROVIDED IN THIS SECTION OF THE AGREEMENT WILL BE THE FULL EXTENT OF MOTOROLA'S LIABILITY IN THE EVENT OF DEFAULT.

**Section 13 INDEMNIFICATION**

A. GENERAL INDEMNITY. Motorola agrees to and hereby indemnifies and saves Customer harmless from all liabilities which may accrue against Customer on account of direct physical damage to tangible property or personal injury to the extent the damage or injury is caused by Motorola's negligence or recklessness, or that of its employees, subcontractors, or agents while on the Customer's premises during the delivery, installation, or testing of the Communications System pursuant to this Agreement

B. PATENT AND COPYRIGHT INFRINGEMENT. Motorola will defend, at its own expense, any suit brought against the Customer to the extent that it is based on a claim that the Equipment or Motorola Software infringe a United States patent or copyright, and Motorola will pay those costs and damages finally awarded against the Customer in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following: i) Motorola must be notified promptly in writing by Customer of any notice of such claim; ii) Motorola will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and iii) should the Equipment or Motorola Software become, or in Motorola's opinion be likely to become, the subject of a claim of infringement of a United States patent or copyright, Customer will permit Motorola, at its option and expense, either to procure for Customer the right to continue using the Equipment or Motorola Software or to replace or modify the same so that it becomes non-infringing or to grant Customer a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be based upon generally accepted accounting standards for such Equipment and Software. Motorola will have no liability with respect to any claim of patent or copyright

infringement which is based upon the combination of the Equipment or Motorola Software furnished hereunder with software, apparatus or devices not furnished by Motorola, nor will Motorola have any liability for the use of ancillary equipment or software not furnished by Motorola which is attached to or used in connection with the Equipment. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment and Motorola Software or any parts thereof.

C. Motorola's indemnification of Customer under this Section will be the full extent of Motorola's indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

**Section 14 DISPUTES**

A. Motorola and Customer will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, the dispute will be mediated by a mediator chosen jointly by Motorola and Customer within thirty days after notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator, and Motorola and Customer will share the cost of the mediation equally. The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternate dispute resolution ("ADR") procedure.

B. Any dispute that cannot be resolved between the parties through negotiation or mediation within two months after the date of the initial demand for non-binding mediation may then be submitted by either party to a court of competent jurisdiction in the State in which the Communications System is installed. Each party consents to jurisdiction over it by such a court. The use of any ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party. Either party may resort to the judicial proceedings described in this paragraph prior to the expiration of the two-month ADR period if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to such party or any of its affiliates, agents, employees, customers, suppliers, or subcontractors.

**Section 15 LIMITATION OF LIABILITY**

Notwithstanding any other provision to this Agreement, except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the Total Contract Price. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This Limitation of Liability will survive the expiration or termination of this Agreement. No action for a breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than five (5) years after the accrual of such cause of action except for money due upon an open account.

**Section 16 GENERAL**

A. TITLE AND RISK OF LOSS. Title to the Equipment will pass to Customer upon delivery of the Equipment, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the facilities designated by Customer.

B. TAXES. The purchase price does not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, all of which (other than federal, state, and local taxes based on Motorola's income or net worth) will be paid by Customer except as exempt by law. If Motorola is required to pay or bear the burden of any such taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of such taxes (including any interest and penalties) within thirty days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes.

C. CONFIDENTIAL INFORMATION. Customer or Motorola will not disclose any material or information identified as either Customer or Motorola proprietary and confidential to third parties without the non-disclosing party's prior written permission, unless the non-disclosing party makes such material or information public or disclosure is required by law. If Customer or Motorola is required by law to disclose such material or information, Customer will notify Motorola prior to such disclosure.

D. DISCLAIMER OF LICENSE. Except as explicitly provided in the Motorola Software License Agreement included in Exhibit A, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any license or right under any patents, patent applications, copyrights, trade marks, trade secrets or other intellectual property of Motorola.

E. ASSIGNABILITY. This Agreement may not be assigned by either party without the prior consent of the other party. However, Motorola may assign this Agreement to any of its affiliates or its right to receive payment with the prior consent of Customer, with such consent not unreasonably withheld.

F WAIVER. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power.

G. SEVERABILITY. If any portion of this Agreement is held to be invalid or unenforceable, that provision will be considered severable and the remainder of this Agreement will remain in full force and effect as if the invalid provision were not part of this Agreement.

H. HEADINGS AND SECTION REFERENCES. The headings given to the sections of this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular Section to which the heading refers.

I. ENTIRE AGREEMENT. This Agreement (including the Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

J. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Arkansas.

K. NOTICES. Notices authorized or required under this Agreement must be in writing and sent to the below addresses:

| | |
|---|---|
| City of Fayetteville, AR<br>Attn: _____<br>_____<br>_____ | Motorola,Inc.<br>Attn: Contract and Compliance Manager<br>9980 Carroll Canyon Road<br>San Diego, CA 92131 |

## COMMUNICATIONS SYSTEM AGREEMENT

*IN WITNESS WHEREOF*, the parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

| CITY OF FAYETTEVILLE, AR (CUSTOMER) | MOTOROLA, INC. |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

This Software License Agreement is between Motorola, Inc., a Delaware corporation ("Motorola"), and the City of Fayetteville, Arkansas ("Licensee").

**Section 1 SCOPE**

Licensee may acquire from Motorola's Commercial, Government, and Industrial Solutions Sector ("CGISS") radio communication products ("Products") that contain embedded or pre-loaded Motorola software such as in a ROM, PROM, or EPROM, or other Motorola software provided on media such as a floppy disk, tape, diskette, or CD-ROM. All such software (including Radio Service Software and FLASHport® Software) is referred to as "Motorola Software." In addition, third party software may be included which Motorola does not own but is licensed to distribute. The terms of this Agreement apply to any such third party software unless an additional license agreement pertaining to the third party software is enclosed, in which case the terms of such license apply to said third party software. This Agreement contains the terms under which Licensee may use Motorola Software acquired from CGISS.

**Section 2 GRANT OF LICENSE**

Motorola hereby grants to Licensee a personal, non-exclusive license under Motorola's applicable proprietary rights to use Motorola Software in accordance with the terms of this Agreement.

**Section 3 LIMITATIONS ON USE**

Licensee may use Motorola Software only for Licensee's internal business purposes and only as described in the Motorola Software or Product documentation. Any other use of Motorola Software is strictly prohibited and will be deemed a breach of this Agreement. Licensee may not copy, modify, adapt, merge with other software, reverse engineer, prepare derivative works of, or disassemble any Motorola Software for any reason, except that Licensee may make at most two copies of Motorola Software provided with infrastructure equipment for back-up purposes. Licensee must purchase a copy of Radio Service Software for each site at which Licensee uses Radio Service Software; Licensee may make one additional copy for each computer owned or controlled by Licensee at each such site. Licensee may temporarily use Radio Service Software on portable or lap-top computers at other sites. Prior to acquiring any Radio Service Software or upon Motorola's request, Licensee must provide a written list of all sites where Licensee uses or intends to use Radio Service Software. Licensee must reproduce all Motorola copyright and trademark notices on all copies of Motorola Software.

**Section 4 TRANSFERS**

If Licensee transfers ownership of Products to a third party, Licensee may assign its rights to use Motorola Software (other than Radio Service Software and FLASHport® Software) embedded in or furnished for use with those Products provided that (a) Licensee transfers all copies of such Motorola Software to the new owner and (b) Motorola receives a transfer form (which Motorola will provide upon request) completed and signed by the new owner. Otherwise, Licensee may not transfer or make available any Motorola Software to any third party.

**Section 5 OWNERSHIP AND TITLE**

Title to all copies of Motorola Software in any form, including all rights in patents, copyrights, trade secrets, and other intellectual properties, remains vested exclusively in Motorola.

**Section 6 CONFIDENTIALITY**

Licensee acknowledges that all Motorola Software contains valuable proprietary information and trade secrets and that unauthorized dissemination, distribution, modification, reverse engineering, disassembly, or other improper use of Motorola Software will result in irreparable harm to

Motorola for which monetary damages would be inadequate. Accordingly, Licensee will limit access to Motorola Software to those of its employees and agents who need to use Motorola Software for Licensee's internal business purposes, and Licensee will take appropriate action with those employees and agents to preserve the confidentiality of Motorola Software.

**Section 7 LIMITED WARRANTY**

For the first 120 days after initial shipment of Motorola Software, or, if the Motorola Software is provided pursuant to a Communications System Agreement or Communications Equipment Agreement between Motorola and Licensee, for the Warranty Period specified in such Agreement, Motorola warrants that the Motorola Software, when used properly, will be free from reproducible defects that eliminates the functionality of a feature critical to the primary functionality of a system. The primary functionality of a voice communication system is subscriber-to-subscriber, subscriber-to-dispatcher, and dispatcher-to-subscriber voice communication. The primary functionality of a data system is point-to-point data transmission. Motorola does not warrant that Licensee's use of the Motorola Software or the Products will be uninterrupted or error-free or that the Motorola Software or the Products will meet Licensee's particular requirements. This limited software warranty does not include any warranty covering the processing of date data from, into, and between the year 1999 and the year 2000. Any such warranty would be provided expressly in a separately executed agreement. MOTOROLA'S TOTAL LIABILITY, AND LICENSEE'S SOLE REMEDY, FOR ANY BREACH OF THIS WARRANTY WILL BE LIMITED TO, AT MOTOROLA'S OPTION, REPAIR OR REPLACEMENT OF THE MOTOROLA SOFTWARE OR PAYMENT OF LICENSEE'S DIRECT DAMAGES UP TO THE AMOUNT PAID TO MOTOROLA FOR THE MOTOROLA SOFTWARE OR THE INDIVIDUAL PRODUCT IN WHICH THE MOTOROLA SOFTWARE IS EMBEDDED OR FOR WHICH IT WAS PROVIDED. THIS WARRANTY EXTENDS ONLY TO THE FIRST LICENSEE; SUBSEQUENT TRANSFEREES MUST ACCEPT THE MOTOROLA SOFTWARE "AS IS" AND WITH NO WARRANTIES OF ANY KIND. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Section 8 LIMITATION OF LIABILITY**

IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Section 9 TERM AND TERMINATION**

Licensee's right to use Motorola Software will begin when Licensee sends a duly executed copy of this Agreement to Motorola, and either (a) Motorola returns a fully executed Agreement to Licensee or (b) Motorola ships Motorola Software or a Product containing Motorola Software to Licensee, and will continue in perpetuity unless terminated as follows. Licensee's right to use Motorola Software will terminate without notice upon a breach of this Agreement by Licensee. In addition, if Licensee breaches this Agreement with respect to Radio Service Software or FLASHport® Software, Motorola may, by notice to Licensee, terminate Licensee's right to use such Motorola Software. Upon termination, Motorola will be entitled to immediate injunctive relief without proving damages and, unless Licensee is a sovereign government entity, Motorola will have the right to repossess all Radio Service Software and FLASHport® Software in Licensee's possession. Within thirty days after termination of Licensee's right to use any Motorola Software, Licensee must certify in writing to Motorola that all copies of such Motorola Software have been returned to Motorola or destroyed.

**Section 10 NOTICES**

All notices, consents, and waivers permitted or required under this Agreement will be deemed given upon receipt and must be delivered in writing to the below addresses. Change of address must be in writing to the other party.

City of Fayetteville, AR
Attn: _____
_____
_____

Motorola, Inc.
Attn: Contract and Compliance Manager
9980 Carroll Canyon Road
San Diego, CA 92131

**Section 11 GENERAL**

A. COPYRIGHT NOTICES. The existence of a copyright notice on Motorola Software will not be construed as an admission or presumption that public disclosure of Motorola Software or any trade secrets associated with Motorola Software has occurred.

B. CAUSES OF ACTION. Licensee must bring any action under this Agreement within one year after the cause of action arises.

C. WAIVERS. No waiver of a right or remedy of a party will constitute a waiver of another right or remedy of that party.

D. ASSIGNMENTS. Motorola may assign any of its rights or subcontract any of its obligations under this Agreement, or encumber or sell any of its rights in any Motorola Software, without prior notice to or consent of Licensee.

E. ENTIRE AGREEMENT AND AMENDMENT. This Agreement contains the parties' entire agreement regarding Licensee's use of Motorola Software and may be amended only in a writing signed by both parties, except that Motorola may modify this Agreement as necessary to comply with applicable laws and regulations including FCC regulations.

F. GOVERNING LAW. This Agreement will be governed by the laws of the United States of America to the extent that they apply and otherwise by the laws of the State to which the Equipment is shipped.

*IN WITNESS WHEREOF*, the parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

| CITY OF FAYETTEVILLE, AR (LICENSEE) | MOTOROLA, INC. |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

# MOTOROLA ENHANCED SYSTEM SUPPORT PLAN

## I. INTRODUCTION

Motorola places great emphasis on ensuring that its communications systems meet high standards for design, manufacture, and performance. When communications system failures do occur, Motorola provides support to its customers through a network of service providers including the System Support Center ("SSC"), Motorola Authorized Service Stations ("MSS"), Dealer/Servicer/Preferred Subcontractors ("Subcontractors"), and Company Owned Service Centers ("COSC") for repair service. The Motorola Enhanced System Support Plan ("ESS") describes how repair services will be provided during the warranty period specified in your Communications System Agreement with Motorola. All services described in the ESS will be provided in accordance with the terms of Motorola's Service Agreement and will cover only the Equipment and Software specified on the Service Agreement Order Form.

Enhanced System Support will only be provided for those communications systems which have been staged at Motorola's Customers Center for System Integration ("CCSI") located in Schaumburg, Illinois and sold through the Commercial Government and Industrial Solutions Sector (CGISS). Enhanced System Support fees for the warranty period specified in the Communications System Agreement with Motorola are included in the price of the communications system. Additional periods of such support may be purchased at Motorola's then current rates. Unless explicitly noted otherwise, the Motorola Enhanced System Support Plan does not cover any non-Motorola software, non-CGISS software, Radio Service Software or Data product software or those hardware items not specifically staged at CCSI that may be included with the communications system.

This Statement of Work provides a general description of how Motorola and the Customer will proceed to perform the services presented. Prior to system Acceptance, a Customer Support Plan will be prepared jointly by Motorola and the Customer. The Customer Support Plan details the specific steps within the support process, and any Customer specific information.

The Motorola Enhanced System Support Plan is comprised of the following services which will be described in greater detail elsewhere in this document:

<u>Infrastructure Equipment Services</u>

- On-Site Infrastructure Repair Service
- Preventative Maintenance-SSC Scheduled
- Call Management
- Infrastructure Board Advanced Replacement
- Technical Support
- SiteSentry Remote Monitoring/Remote Diagnostics (Smartnet Systems)
- FullVision Remote Monitoring/Remote Diagnostics (SmartZone/OmniLink Systems)

<u>Subscriber Equipment Repair Service</u>

- Subscriber Repair Coverage

Software Services

- Software Subscription Services

## II. INFRASTRUCTURE EQUIPMENT SERVICES

### On-Site Infrastructure Repair Service

Description

Dispatch of technicians to Customer site(s) in response to Customer requests for service

Motorola Responsibilities

- Repair defective Equipment which does not conform to Motorola's specifications.

- Repair defective Equipment which as a result of normal wear and usage and gradual deterioration of components or drifting of levels. Set appropriate level settings and perform minor system adjustments.

- On-site repair service will be provided during regular business hours which are defined as Monday - Friday 8:00 AM to 4:30 PM local business time, excluding holidays. Emergency after hours service will be provided only for Severity 1 issues. Severity One (1) is defined as a complete loss of communication to a site.

Customer Responsibilities

- Provide full and free access to the Equipment.

- Furnish shelter, heat, light and power at no charge.

- Control temperature, humidity, and other environmental conditions in accordance with the hardware manufacturer's specifications.

- Cooperate fully with Motorola and provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing.

- Customer is responsible for any site defects including, but not limited to, building shelters, heaters, air conditioners, fans, alarm sensors (smoke detectors, hi-lo temp, entry, AC failure, etc.).

- All equipment sites must meet or exceed Motorola's grounding standards found in the R-56 Motorola Site Grounding Manual. Costs associated with meeting this requirement are the responsibility of the Customer.

- Customer is responsible for all costs associated with any unusual method of conveyance required to gain access to a service location and/or any fees by a site owner to provide an escort.

- Provide information required to complete the Customer Support Plan.

**Preventative Maintenance-System Support Center Scheduled**

Description

Annual Preventative Maintenance ("PM") check, on the Equipment/System

Motorola Responsibilities

- Schedule PM visits through the System Support Center's Call Center, on an automatic pre-determined schedule.
- Inspect Equipment for compliance with Motorola specifications.
- Retain PM records on file for quality control purposes.

Customer Responsibilities

Provide Motorola with the preferred schedule to perform Preventative Maintenance checks.

**Call Management**

Description

Motorola's Call Center is staffed with trained Customer Support Representatives that provide a central point of contact for all service requests (1-800-448-3245). The Call Center will receive all calls and dispatch or coordinate appropriate technical support. All requests are tracked and monitored from beginning to end through an electronic Customer Service Request (CSR) number.

Motorola Responsibilities

- Receive Customer requests for service on a seven day per week/twenty-four hour per day (7x24) basis.
- Prompt for information necessary to understand the situation, open a Customer Service Request (CSR) and determine the next steps to take.
- Dispatch qualified technical resource and assign the CSR as required.
- Notify Customer of technicians arrival at Customer's site (site arrival).
- Verify with Customer that repair is complete and system is fully operational. If verification by Customer cannot be completed within 20 minutes, the CSR will be closed, and the technician will be released.
- Ensure the required personnel have access to Customer information as needed.
- Notify the Customer when work is completed.
- Retain records of Customer's Equipment, including performance history and site access requirements.

- Provide period performance reports as defined in the Customer Support Plan.

- The Customer Support Representatives will monitor the progress of a CSR and will escalate issues to Motorola Management as described in the Customer's customized Customer Support Plan.

Customer Responsibilities

- Provide Motorola assigned System ID number when placing a request for service.

- Provide information required to complete the Customer Support Plan.

**Infrastructure Board Advanced Replacement**

Description

Replacement of defective Equipment with new or repaired equipment

Motorola Responsibilities

- Provide access to an inventory of equipment that can be shipped to Customer's site upon request, subject to availability.

- Ship Equipment via overnight carrier, unless otherwise specified. Motorola will cover shipping and handling during the normal operating hours of 7:00 AM to 7:00 PM CST. Shipments outside standard business hours or NFO (next flight out) are subject to an additional charge.

- Verify and configure all equipment before shipping.

- Maintain past and current versions of firmware to ensure the equipment sent to the Customer is programmed correctly. Motorola reserves the right to upgrade at no additional charge to Customer.

- Defective Equipment may be repaired at the System Support Center (SSC) and returned to SSC inventory for future use.

Customer Responsibilities

- Requests to ship equipment outside of the SSC's regular business hours of Monday - Friday, 7:00 AM - 7:00 PM CST, excluding holidays, are subject to additional charges.

- Request must include model description, model number, serial number, type of system, and firmware version.

- Provide Motorola with a Purchase Order Number when ordering equipment. (The Customer will not be charged for the use of the service and no invoices will be processed against the Purchase Order unless equipment is not returned within the time frames stated in the Terms and Conditions.)

- Malfunctioning Equipment must be sent to the SSC within five working days of receipt of the exchange equipment. Additional charges may be incurred by the Customer beyond that period.

- The malfunctioning Equipment returned to Motorola must include all documentation originally sent by the SSC for the return, in order to ensure proper tracking of the return.

- The Customer is responsible for return shipment and insurance charges.

**Technical Support**

Description

Motorola will provide Customer technical staff with centralized telephone support for issues that require a high level of Radio Frequency (RF) expertise or troubleshooting on infrastructure equipment, on a seven day per week/twenty-four hour per day (7x24) basis.

Motorola's Responsibilities

- Maintain a database with the Customer's administrative and system information, history of service and repairs, and current status of equipment.

- Escalate support issues to other Motorola engineering and product groups, if necessary.

- Maintain its help desk lines on a 7x24 basis.

- Maintain and have access to laboratory equipment for system simulations as needed.

- Work with the technicians in the field until a solution to the problem has been found.

- Coordinate technical resolutions with agreed upon third party vendor(s) as needed.

Customer Responsibilities

- Supply system information, type of equipment, model and serial numbers.

- Supply on-site presence when needed.

- Approve any work to be performed.

- Allow Motorola remote connectivity to equipment to facilitate diagnostics.

**SiteSentry Remote Monitoring/Remote Diagnostics (Smartnet Systems)**

Description

Remote monitoring of critical communication Equipment on a seven day per week/ twenty-four hour per day (7x24) basis for single site communications systems equipped with SiteSentry.

SiteSentry is a Motorola product that utilizes Motorola's MOSCAD technology. When your single site communications system is equipped with SiteSentry, Motorola will monitor critical components of the communication system on a 7x24 basis. Additional

alarming of environment, third party devices, and site conditions can be provided at an additional charge.

Motorola Responsibilities

- Verify alarms, reporting, and connections at beginning of contract; and periodically thereafter.
- Create a Customer Service Request (CSR) and dispatch Field Technician when needed.
- Disable and enable alarm system for local technicians who go to the site when intervention is needed.
- Verify repair of alarm.
- Provide toll free number which permits alarm reporting to the System Support Center.
- Provide 7x24 monitoring.

Customer Responsibilities

- Allow Motorola's remote access to system without notification to Customer.
- Allow local site technicians access to Equipment in the event that remote restoration is not possible.
- Provide use of on site PSTN line for connection to SiteSentry unit.

**FullVision Remote Monitoring/Remote Diagnostics (SmartZone/OmniLink Systems)**

Description

Remote monitoring of critical communication Equipment on a seven day per week/ twenty-four hour per day (7x24) basis for SmartZone/OmniLink communications systems equipped with FullVision.

FullVision is a Motorola product that utilizes SNMP protocol. When your SmartZone/OmniLink communications system is equipped with FullVision, Motorola will monitor critical components of the communication system on a 7x24 basis. Additional alarming of environment, third party devices, and site conditions, can be provided at an additional charge.

Motorola Responsibilities

- Verify alarms, reporting, and connections at beginning of contract; and periodically thereafter.
- Create a Customer Service Request (CSR) and dispatch Field Technician when needed.
- Disable and enable alarm system for local technicians who go to the site when intervention is needed.

- Verify repair of alarm.
- Maintain connectivity to system via a 56K dedicated frame relay link.
- Provide 7x24 monitoring.

Customer Responsibilities

- Allow Motorola's remote access to system without notification to Customer.
- Allow local site technicians access to Equipment in the event that remote restoration is not possible.

## III. HOW TO OBTAIN SERVICE

To obtain service of the infrastructure system during the Enhanced System Support Plan period, the Customer **must call the Motorola System Support Center at 1-800-448-3245** and identify themselves by using their assigned System ID number, and providing the name of the caller and Customer.

Should a request for service not be covered by the Motorola Enhanced System Support Plan, Motorola will contact the Customer and provide an estimate for the requested service. The Service Center will await authorization and a purchase order number from the Customer to proceed with the repair. If an emergency response, not covered by the Motorola Enhanced System Support Plan, is required, Motorola will perform repairs which are necessary to minimize downtime of the equipment, and will contact the Customer during the next business day to obtain a purchase order number for the Repair.

## IV. SUBSCRIBER EQUIPMENT REPAIR SERVICE

### Subscriber Repair Coverage

Description

Motorola will provide repair services to the subscriber equipment listed on your Motorola Service Agreement Order Form.

Motorola Responsibilities

- Repair defective mobile and/or portable radios which do not conform to Motorola's specifications as a result of normal wear and usage and gradual deterioration of components.
- Advise Customer of the approximate date the unit will be repaired, should the unit require repairs beyond first echelon.
- Notify the Customer in the event of repairs not covered by the Motorola Enhanced System Support Plan ("Above Warranty Repairs") and provide quote to repair.
- Await approval from Customer in order to proceed with Above Warranty Repairs.
- Test units for proper functioning once repair is complete.

- Contact Customer by telephone when repaired unit is available for pick-up.

Customer Responsibilities

- Deliver Subscriber units to the Authorized Motorola Service provider at the Servicer's location (indicated on the front of your Motorola Service Agreement Order Form), during normal business hours, Monday - Friday 8:00 AM to 4:30 PM local business time, excluding holidays.

- Attach to each radio needing repair a tag with the following information: Customer information, department number if applicable, and brief description of problem,
if known.

- Provide a purchase order number in the event of Above Warranty Repairs.

## V. SOFTWARE SERVICES

### Software Subscription Services

Description

Motorola will provide software subscription services as listed below for the Motorola Software applicable to the upgrade capable Motorola communication equipment that is in the Customer configuration identified on the Service Agreement Order Form. For purposes of these services, the following definitions apply:

"Core Release" – A new version of Software which adds Features and major enhancements. These new versions are signified by changes to the first digit of the version identifier number (e.g. SmartZone 2.0.3 to SmartZone 3.0).

"Enhancement Release" – A superseding issue of Software which adds to, improves, or enhances the performance of Software Features contained in the then currently shipping Software version. These releases are signified by changes to the second digit of the version identifier number (e.g. SmartZone 3.1 to SmartZone 3.2).

"Feature" – A Software functionality.

"Standard Feature" – An additional software functionality for components of Customer's system that is available to Customer in the standard software release.

"Optional Feature" – An additional software functionality issued with a Core Release that is available to Customer at additional cost.

Motorola Responsibilities

- Provide Customer notice bulletins announcing Enhancement and Core Releases.

- Provide Software Enhancement Releases applicable to Features provided to Customer by Motorola under this Agreement and as ordered by Customer from the notice bulletins.

- Provide those Standard Features included in a Core Release which apply to Customer's existing system components.

- Optional Features issued with a Core Release are not provided pursuant to the Software Subscription Program but are available to Customer, as a Program subscriber, at a discounted price under a separate agreement. The discount available to Customer for voice system Optional Features will be 20% off the current Motorola list price.

Customer Responsibilities

- Customer must contact its Motorola representative upon receiving a bulletin in order to receive Enhancement or Core Release.

- Customer is responsible for payment of any charges associated with additional engineering or hardware required for each Enhancement Release or Core Release that it chooses to install. Additional engineering may be required if Customers system previously had specially developed options.

- Contact a local service provider for installation assistance, if required.

- Customer is encouraged to upgrade the Motorola software operating on its system with the most current Enhancement and Core Releases. If Customer chooses not to install a new software release or enhancement, however, customer acknowledges that by so choosing, it may limit or eliminate the applicability of future releases or enhancements to its system.

- Use the Software and releases in accordance with the terms of the Motorola software license agreement executed by Customer, or Motorola's standard software license terms, if no license was signed.

This Motorola Software Subscription Agreement ("Agreement") is between Motorola, Inc., a Delaware corporation ("Motorola") by and through its Commercial, Government, and Industrial Solutions Sector (CGISS) and the City of Fayetteville, Arkansas ("Customer").

**Section 1 DEFINITIONS**

CORE RELEASE. A new version of Software which adds Features and major enhancements. These new versions are signified by changes to the first digit of the version identifier number (e.g. SmartZone 2.0.3 to SmartZone 3.0).

ENHANCEMENT RELEASE. A superseding issue of Software which adds to, improves, or enhances the performance of Software Features contained in the then currently shipping Software version. These releases are signified by changes to the second or third digit of the version identifier number (e.g. SmartZone 3.1 to SmartZone 3.2; Private DataTAC 2.0.1 to 2.0.2).

FEATURE. A Software functionality.

STANDARD FEATURE. An additional software functionality for components of Customer's system that is available to Customer in the standard software release.

OPTIONAL FEATURE. An additional software functionality issued with a Core Release that is available to Customer at additional cost.

SPECIAL PRODUCT FEATURE. Features specially developed for Customer which contain Customer unique functionality.

**Section 2 SUBSCRIPTION PROGRAM**

During the term of this Agreement, Motorola will provide Customer with the software subscription services described below ("Software Subscription Program") for upgrade capable Motorola communication equipment that is in the Customer configuration identified in Attachment A to this Agreement. Non-Motorola manufactured software, Non-CGISS software, and Radio Service Software (RSS), are excluded from the Software Subscription Program.

A. Motorola will provide periodic Motorola Software Enhancement Releases applicable to Features currently provided to Customer by Motorola under a Software License Agreement. Customer is responsible for the purchase of additional hardware that is necessary to upgrade to the newly issued Enhancement Release.

B. Motorola will provide those Standard Features included in a Core Release which apply to Customer's existing system components. Customer is responsible for the purchase and license of additional products, hardware, and/or software that are necessary to migrate to the newly issued Core Release.

C. Optional Features issued with a Core Release are not provided pursuant to the Software Subscription Program but are available to Customer, as a Program subscriber, at a discounted price under a separate agreement. The discount available to Customer for voice system Optional Features will be 20% off the current Motorola list price. The discount available to Customer for data system Optional Features will be 15% off the current Motorola list price. Once an Optional Feature is provided to Customer, Customer will be entitled under this Agreement to all Enhancement Releases for that Optional Feature.

D. Special Product Features previously developed by Motorola unique to Customer's system may require additional engineering effort to be incorporated into a Enhancement Release or Core Release so that the Special Product Feature will not be overwritten upon its installation. Upon request, Motorola will determine whether a Special Product Feature can be incorporated

into a Enhancement Release or Core Release and whether additional engineering effort is required. Customer will be responsible for all charges associated with any additional engineering required for each Enhancement Release or Core Release that it chooses to install. Such equipment and engineering are not included as part of the Software Subscription Program and may be provided pursuant to a separate agreement.

E. Motorola will issue to Customer at the below address bulletins announcing Enhancement Releases and Core Releases. If Customer desires to obtain the announced Enhancement Release or Core Release, it must contact its Motorola representative. If needed, Customer should contact its local service provider for installation assistance.

City of Fayetteville, AR
[Address]_____
Fayetteville, AR
Attn:

F. Because Enhancement Releases may include minor performance enhancements, Customer is encouraged to periodically upgrade the Motorola Software operating on its System with the most current Enhancement Release (e.g. SmartZone 3.0.1 to SmartZone 3.0.2). Customer may choose not to install a new software release, however, customer acknowledges that by so choosing, it may limit or eliminate the applicability of future releases to its system.

G. Because the Software Subscription Program includes Enhancement Releases for only the currently shipping software version and those prior versions that Motorola may be supporting during the term of the Agreement, Customer is encouraged to migrate the Motorola Software operating on its Communications System to the most current Core Release (e.g. SmartZone 2.0.3 to SmartZone 3.0). If Customer's system is not maintained to a currently supported software version, all Core Releases and Enhancement Releases may not be compatible with Customer's existing System. Additional hardware, Motorola Software, and engineered modifications may be required if Customer desires to migrate to a particular Core Release or Enhancement Release. Such additional hardware, Motorola Software and engineering are not included as part of the Software Subscription Program and may be provided pursuant to a separate agreement. If the size and complexity of Customer's System warrants, Motorola may provide consultation services to determine the technological, operational and financial impact of installing a particular Core Release or Enhancement Release on the System, pursuant to a separate agreement.

## Section 3 FEES AND PAYMENT

Attachment A contains the annual Software Subscription Program fees and payment terms. The fees listed are based upon Customer's current Motorola equipment configuration as indicated in Attachment A. Customer must notify Motorola promptly of any change in this configuration and Motorola will calculate revised fees (effective at the beginning of the next subscription year) based on the new configuration. Motorola will refund to Customer any amounts previously paid for Software Subscription Program fees that are reduced due to a new configuration. If the Software Subscription Program fees are increased due to a new configuration, Customer will pay any additional amounts within thirty days after receipt of an invoice from Motorola.

## Section 4 TERM AND TERMINATION

A. The term of this Agreement is indicated in Attachment A and shall terminate at the expiration of that term unless extended by mutual agreement of the parties.

B. The Customer may terminate this Agreement at any time prior to the expiration of its term by providing written notice of such termination to Motorola. Such termination will be effective at the next annual anniversary date following Motorola's receipt of the written notice. Motorola

will refund to Customer any pre-paid Software Subscription Program fees for the terminated period.

C. The Agreement will automatically terminate if, at its annual anniversary date, the software version in Customer's then current configuration is no longer supported by Motorola or if Motorola discontinues the Software Subscription Program, in which case Motorola will refund to Customer any pre-paid Software Subscription Program fees for the terminated period.

**Section 5 TAXES**

Customer is responsible for all taxes due as a result of this Agreement, if any, other than taxes based on Motorola's income; if Customer is a tax-exempt entity, upon execution of this Agreement, Customer must provide Motorola with tax exemption certificates from the appropriate tax authorities.

**Section 6 EXCLUDED SERVICES**

The Software Subscription Program does not include repair or replacement of hardware or software defects not corrected by the Enhancement Releases and Core Releases nor does it include repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of Motorola software.

**Section 7 OWNERSHIP AND USE OF SOFTWARE**

All rights and title to Motorola software furnished to Customer under this Agreement remain vested exclusively in Motorola. Customer's use of such Motorola software is subject to the terms of the Motorola software license agreement executed by Customer or, if no such agreement has been executed, Motorola's standard software license terms apply, which will be sent to Customer upon written request.

**Section 8 DEFAULT**

Motorola at any time may suspend subscription services or terminate this Agreement if (a) Customer fails to pay any fees within thirty days after such fees are due, (b) Customer fails to correct a breach of this Agreement within thirty days after notice from Motorola of such breach, (c) Customer's right to use Motorola software under a Motorola software license agreement expires or is terminated, or (d) Customer replaces its Motorola communication system with a non-Motorola communication system. Upon such termination, any unpaid Software Subscription Program fees will become immediately due and payable.

**Section 9 LIMITATION OF LIABILITY**

MOTOROLA'S TOTAL LIABILITY ARISING FROM THIS AGREEMENT WILL BE LIMITED TO THE AGGREGATE AMOUNT OF SOFTWARE SUBSCRIPTION PROGRAM FEES PAID TO MOTOROLA BY CUSTOMER. IN NO EVENT WILL MOTOROLA BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Section 10 GENERAL**

A. NOTICES: All notices, consents, and waivers permitted or required under this Agreement will be deemed given upon receipt and must be delivered in writing to the below addresses. Change of address must be in writing to the other party.

| | |
|---|---|
| City of Fayetteville, AR<br>Attn: _____ | Motorola, Inc.<br>Attn: Contracts & Compliance Manager |

## EXHIBIT E - SOFTWARE SUBSCRIPTION AGREEMENT

_____
_____

9980 Carroll Canyon Road
San Diego, CA 92131

B. FORCE MAJEURE: Motorola will not be liable to Customer for any failure to perform services due to events beyond Motorola's reasonable control including labor disruptions.

C. ACTIONS: Customer must bring any action under this Agreement within one year after the cause of action arises.

D. WAIVERS: No waiver of a right or remedy of either party will constitute a waiver of another right or remedy of that party.

E. ASSIGNMENTS: Customer may not assign any of its rights under this Agreement without Motorola's prior consent.

F. ENTIRE AGREEMENT AND AMENDMENT: This Agreement, along with its Attachment A, contains the parties' entire agreement regarding the Software Subscription Program and may be amended only in a writing signed by both parties, except that Motorola may modify this Agreement without joint consent as necessary to comply with applicable laws, rules, and regulations.

G. GOVERNING LAW: This Agreement will be governed by the laws of the State of Arkansas.

| **CITY OF FAYETTEVILLE, AR (CUSTOMER)** | **MOTOROLA, INC.** |
|---|---|
| By:_____ | By:_____ |
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |
| Date:_____ | Date:_____ |

# City of Fayetteville, Arkansas

## Radio System Improvement Project

## Revised Equipment List

February 28, 2001

| Item Description | Extended Price |
|---|---|
| **Fixed Infrastructure :** | |
| Central Site Controller with spare boards | $ 65,897.00 |
| Trunked Quantar Repeater Stations, with 3 equipped for Astro Digital operation. | $ 81,711.00 |
| Quantar Repeater spare boards | $ 8,325.00 |
| Astro Operation Hardware for 3 channels, DIU,s and MTC3600 controller upgrade (Services are not included and the MTC3600 upgrade will not be available until December 2001) | $ 18,935.00 |
| Mt Sequoyah Antenna Network | $ 33,103.00 |
| UPS Systems, Dispatch and Radio Site | $ 28,743.00 |
| Site Lens System Management Terminal | $ 21,457.00 |
| Dispatch Control Stations with antenna systems ( 4 trunked, 6 conventional MCS2000 Model 1) | $ 20,950.00 |
| Site Monitoring and Remote Switching System, via Moscad and 900 MHz radio | $ 61,285.00 |
| Antenna Replacement for Data Base Station | $ 3,090.00 |
| Mt. Robinson site upgrade to Type II Smartnet | $ 25,627.00 |
| Dispatch Consoles with spare boards, Freedom call check per operator, less 19" monitors. ( City of Fayetteville is to provide 4 monitors for operator positions and 1 monitor for console server) | $ 194,490.00 |
| Channel Banks | $ 68,152.00 |
| Watson Console Furniture with Geneva task light | $ 70,607.00 |

| | |
|---|---|
| Site Grounding | $ 17,627.00 |
| **Fixed Infrastructure Subtotal** | **$ 719,999.00** |
| **Subscriber Equipment :** | |
| Astro Digital Spectra mobile radio, W5 dash mount Package, 128 mode, SMARTNET software, Astro Digital CAI operation, 35 watt, 3dB antenna. Qty. 47, $ 2,894.00 each | $ 136,018.00 |
| Astro Digital Spectra Motorcycle radio, W5 package, 128 mode, SMARTNET software, AstroDigital CAI operation, weather resistant control head, speaker and microphone, antenna, less weather resistant enclosure Qty 2, $ 3,247 each | $ 6,494.00 |
| Astro Digital XTS3000 Portable radio, Model II, 3 watt, Astro Digital CAI operation, SMARTNET software, Antenna, Single Unit Rapid Rate Charger, Leather Swivel Case, Noise Canceling Speaker Microphone, antenna, NiMH ultra high capacity battery Qty. 114, $ 3,247.00 each | $ 370,158.00 |
| Spare NiMH ultra high capacity battery for XTS3000 Qty. 114, $ 92.00 each | $ 10,488.00 |
| MCS2000 Model II dash mount mobile radio for Fire Dept., 15 watt, 160 mode, Smartnet software, 3 dB gain antenna Qty. 3, $ 2,134.00 each | $ 6,402.00 |
| LCS2000 dash mount mobile radio, 90 mode, 15 watt, SMARTNET software, 3 character display, compact microphone, internal 4 watt speaker, 3 dB gain antenna Qty. 117, $ 954.00 each | $ 111,618.00 |
| LTS2000 Portable radio, 3 watt, 4x4 keypad, SMARTNET Software, battery, antenna, 90 modes, Single Unit Rapid Rate charger, Leather Swivel Case , battery, antenna (does not include speaker/microphone) Qty. 68, $ 1,103 each. | $ 75,004.00 |
| Police Control Station : Astro Digital Spectra mobile radio with control station option, Astro Digital operation, | $ 7,840.00 |

| | |
|---|---|
| SMARTNET software, power supply, desk microphone, 50' ¼" Superflex line kit with Omni antenna Qty 2, $ 3,920.00 each | |
| Public Works Control Stations: LCS2000 Mobile, 90 mode, 15 watt, 50' ¼" Superflex line kit with Omni antenna Qty 22, $ 1,858.00 each | $ 40,876.00 |
| Radio Programming supplies, cables, RSS, Smart RIB, power supply | $ 847.00 |
| Firecom Radio Interface cables – MCS2000 Qty 6, $ 290 ea. | $ 1,740.00 |
| **Subscriber Subtotal** | **$ 767,485.00** |
| **Equipment Total** | **$ 1,487,484.00** |
| **Systems Integration Services** Includes Engineering Design Services, Installation, Programming, Equipment Removals, Factory Staging, Optimization, Coverage Testing, Training, Type II Upgrades, Project Management, Cutover Planning, System Documentation. | **$ 354,909.00** |
| **System Total** | **$ 1,842,393.00** |
| **Customer Upgrade Allowance*** | **$ (182,519.00)** |
| **Adjusted System Total** | **$ 1,659,874.00** |
| **Freight** | **$ 23,996.00** |
| **Tax (5.125% + $75)** | **$ 85,143.54** |
| **Grand Total** | **$ 1,769,013.54** |

***This price reduction allowance is being offered to the City of Fayetteville contingent upon the receipt of City council approval and a completed contract agreement between Motorola and the City of Fayetteville by March 23rd, 2001. Motorola shall be permitted to ship the contracted equipment upon contract completion.**

**STAFF REVIEW FORM**

__X__ **Agenda Request**
____ **Contract Review**
____ **Grant Review**

**For the Fayetteville City Council meeting of March 20, 2001.**

**FROM:**

| Tim Conklin | Planning | Public Works |
|---|---|---|
| Name | Division | Department |

**ACTION REQUESTED:** To approve an ordinance for VA 01-2.00 submitted by Al Harris of Crafton, Tull & Associates on behalf of Scurlock Industries for property located at 3725 S. McCollum. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 14.38 acres. The request is to vacate a water line easement.

**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 | 3-9-01 Date | Internal Auditor | Date |
| Purchasing Officer | Date | | |

**STAFF RECOMMENDATION:** Staff recommends approval and Planning Commission recommended to forward to City Council for consideration on a unanimous vote of 7-0-0.

| | | |
|---|---|---|
| Division Head | 3-5-01 Date | **Cross Reference** |
| Department Director | Date | New Item: **Yes** **No** |
| Administrative Services Director | Date | Prev Ord/Res#:_____ |
| Mayor | Date | Orig Contract Date: _____ |

**ORDINANCE NO. _____**

AN ORDINANCE APPROVING VA01-2.00 TO VACATE AND ABANDON A PORTION OF AN EXISTING WATERLINE EASEMENT LOCATED AT 3725 S. MCCOLLUM, FAYETTEVILLE, ARKANSAS, AS SUBMITTED BY AL HARRIS OF CRAFTON, TULL & ASSOCIATES ON BEHALF OF SCURLOCK INDUSTRIES.

**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 waterline 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 _____, 2001.

APPROVED:

By_____
Dan Coody, Mayor

ATTEST:

By_____
Heather Woodruff, City Clerk

EXHIBIT "A"

Utility Easement Description

The East 290.33 feet of the existing 25 feet wide Water Line Easement as recorded as Land Records Document Number 95-057681 from Tri-State Precast, being a part of the NE¼ of the SW¼ of Section 33, Township 16 North, Range 30 West; being more particularly described as follows: Beginning at the NW corner of the SE¼ of the SW¼ of said Section 33; thence S88°11'39"E 660.43 feet; thence N1°52'12"E 191.45 feet; thence East 40.0 feet to the True Point of Beginning for that portion of the existing water line to be vacated; thence East 290.33 feet to the NE corner of said easement; thence South 25.0 feet; thence West 290.33 feet; thence North 25.0 feet to the True Point of Beginning, containing 7,258 square feet, more or less.

**PC Meeting of February 26, 2001**

# FAYETTEVILLE

**THE CITY OF FAYETTEVILLE, ARKANSAS**
**113 W. Mountain St.**
**Fayetteville, AR 72701**

**Waterline Easement Vacation**
**Scurlock Industries**

**TO:** Fayetteville Planning Commission Members
**THRU:** Tim Conklin, City Planner
**FROM:** Ron Petrie, Staff Engineer
**DATE:** February 22, 2001

**Project:** **VA 01-2.00: Vacation (Scurlock, pp 756)** was submitted by Al Harris of Crafton, Tull & Associates on behalf of Scurlock Industries for property located at 3725 S. McCollum. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 14.38 acres. The request is to vacate a water line easement.

**Findings:** There is an existing waterline and fire hydrant located in the easement. The applicant is proposing to relocate the waterline and the fire hydrant. The fire chief has no objection to relocating the fire hydrant with the conditions that the new hydrant be placed within 500 feet of the building and that a gravel access be provided to the new hydrant.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

Ozarks Electric - Not applicable.
Southwestern Electric Power Company -Not applicable
Arkansas Western Gas - Not applicable
SW Bell - Not applicable
Cox Communications -Not applicable

City of Fayetteville:
Water/Sewer - No objections
Street Department - Not applicable
Solid Waste - Not applicable

**Recommendation:** Approval of waterline easement vacation.

**Conditions of Approval:**

1. The fire hydrant must be relocated within 500 feet of the building and a gravel access shall be provided to the hydrant.

2. The waterline shall be abandoned and the hydrant shall be relocated prior to easement vacation.

**PLANNING COMMISSION ACTION:** __yes__ **Required**
_____ **Approved** _____ **Denied**

**Date:** __February 26, 2001__

**Comments:**

_____
_____
_____
_____
_____

**CITY COUNCIL ACTION:** __yes__ **Required**
_____ **Approved** _____ **Denied**

**Date:** _____

Robert M. (Matt) Crafton, P.E.
Thomas E. Hopper, P.E.
Kurtis J. Jones, P.E.
Cline L. Mansur, P.E., R.L.S.
R.E. (Gene) Reece, P.E.
David Swearingen, A.I.A.
James L. Tull, C.D.A.

**Principal Emeritus**

Lemuel H. Tull, P.E.
Bob H. Crafton, P.E.

**Crafton, Tull & Associates, Inc.**
Architects, Engineers & Surveyors

**Associates**

Everett L. Balk, P.E.
James B. Geurin, P.E.
Al Harris, R.L.S.
James W. Kooistra, A.I.A.
Jerry J. Kelso, P.E.
Kenneth R. Kuras, P.L.S.
Tom Mansur, P.E.
Robert C. Reece, P.E.
Rick G. Rose, P.L.S.
George G. Strella, P.E., D.E.E.
James P. Swearingen, A.I.A.
Richard Wright, R.L.S.

Harry G. Gray, P.E.
(1941-1997)

February 2, 2001

Planning Department
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72702

Re: Existing Water Line Easement Vacation
Scurlock Industries of Fayetteville, Inc.
CTA Project No. 013003-00

Planning Department:

Attached is an application, legal description of easement to be vacated, and addition information for the vacation request. The easement is located entirely on the Scurlock Industries site, therefore mailing labels for the adjacent property owners are not required.

The vacation of the existing water line easement is being requested to allow expansion of the existing building on the south side. The existing fire hydrant will be relocated west of the building inside the remaining easement. This relocation was discussed with the fire chief, Mickey Jackson, who approved the relocation with the stipulation that the hydrant be kept within 500' of the building and that there would be an adequate graveled access and turn-around provided near the hydrant for access by fire trucks from the street.

Please contact our office if you have any questions on this easement vacation request.

Sincerely,

Crafton, Tull & Associates, Inc.

Al Harris

Al Harris, Project Manager

attachments

2345 N. Green Acres Rd. / Fayetteville, Arkansas 72703 / (501) 443-4535 / FAX (501) 442-6966
E-mail: cta@craftull.com Website: http://www.craftull.com

PETITION TO VACATE A portion of a water line easement LOCATED IN a part of the NE1/4 of the SW1/4 of Section 33, Township 16 North, Range 30 West, as recorded in Land Record Documents Number 95-057681, CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in a part of the NE1/4 of the SW1/4 of Section 33, Township 16 North, of Range 30 West, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a portion of a water line easement which is described as follows:

> The East 290.33 feet of the existing 25 feet wide Water Line Easement as recorded as Land Records Document Number 95-057681 from Tri-State Precast, being a part of the NE1/4 of the SW1/4 of Section 33, Township 16 North, Range 30 West; being more particularly described as follows: Beginning at the N.W. corner of the SE1/4 of the SW1/4 of said Section 33; thence S 88°11'39" E 660.43 feet; thence N 1°52'12" E 191.45 feet; thence East 40.0 feet to the True Point of Beginning for that portion of the existing water line to be vacated; thence East 290.33 feet to the N.E. corner of said easement; thence South 25.0 feet; thence West 290.33 feet; thence North 25.0 feet to the True Point of Beginning, containing 7,258 square feet, more or less.

That the abutting real estate affected by said abandonment of the easement is only that property owned by the petitioners and has been used solely by the petitioners since the easement was created in 1995, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described water line easement.

The petitioners pray 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 petitioners further pray that the above described real estate be vested in the abutting property owners, being the petitioners, as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray 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 in the abutting property owners, being the petitioners, as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said real estate.

Dated this 26 day of January, 2001.

Scurlock Industries of Fayetteville, Inc.
Printed name (owner)

Signature (owner)

765-15532
(KEARNEY)

33

765-15533
KEARNEY-NATIONAL, INC.
P.O BOX 44446
HOUSTON, TX.

765-15534
(SCURLOCK INDUSTRIES)

PORTION OF EASEMENT
TO BE VACATED

765-15533-001
(CITY OF FAY.)

765-15534
(SCURLOCK INDUSTRIES)

765-15534-001
CITY OF FAY.
(SOUTH OF CREEK)

165.67'

15535
(SCURLOCK)

148.82'

152.04'

142.25'

765-15479
ARTHUR MILLER
345 W. WILLOUGHBY BLVD.
FAYETTEVILLE, ARC. 72701

3100'S

3800'S

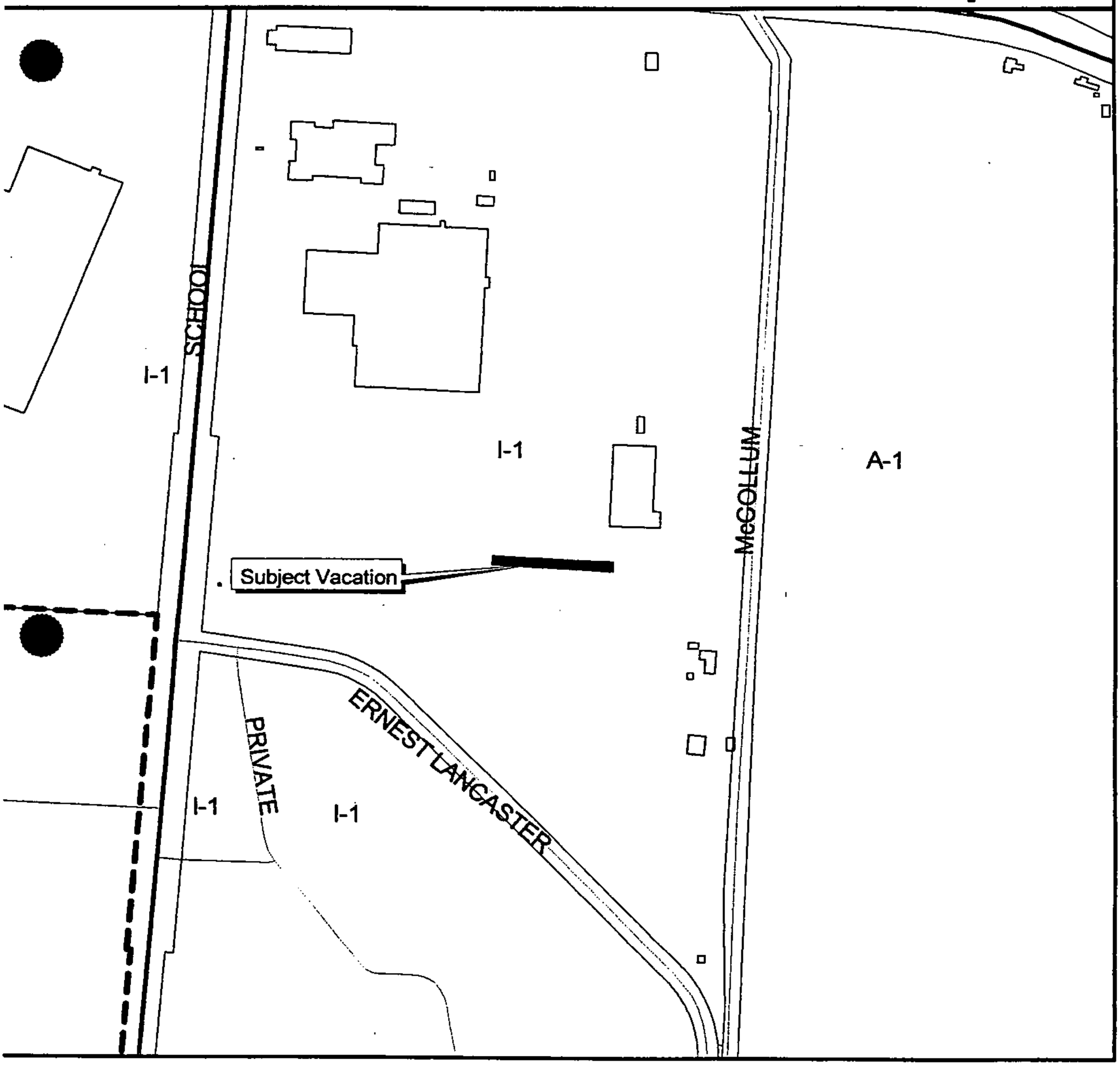
AVENUE

McCOLLUM

PROPERTY LINE

NORTH

# VA01-2 Scurlock Close Up




Structures (1998)

Master Street Classifications
PRINCIPAL ARTERIAL

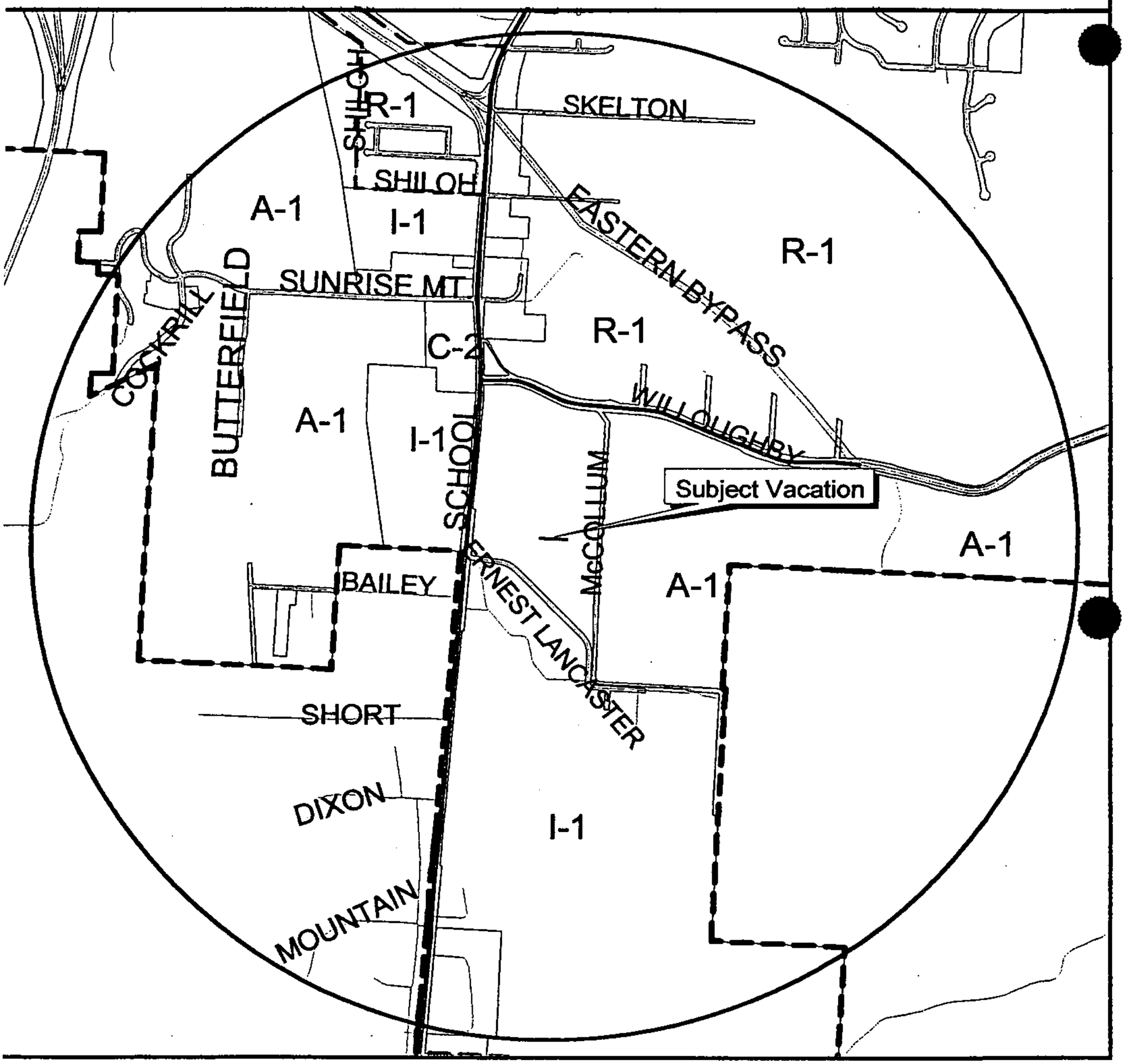
Fayetteville City Limits

400 0 400 Feet

N
W E
S

*Planning Commission*
*February 26, 2000*
*VA01-2 Scurlock*
*Page 3.5*

# VA01-2 Scurlock One Mile Radius




Master Street Classifications
- COLLECTOR
- FREEWAY/EXPRESSWAY
- MINOR ARTERIAL
- PRINCIPAL ARTERIAL
- HISTORIC COLLECTOR
- Fayetteville City Limits

0.2 0 0.2 0.4 Miles

N W E S

*Planning Commission*
*February 26, 2000*
*VA01-2 Scurlock*
*Page 3.6*

***Consent Agenda:***
**Approval of minutes from the February 12, 2001 meeting.**

**VA 01-2.00: Vacation (Scurlock, pp 756)** was submitted by Al Harris of Crafton, Tull & Associates on behalf of Scurlock Industries for property located at 3725 S. McCollum. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 14.38 acres. The request is to vacate a water line easement.

Odom: Welcome to the February 26, 2001, meeting of the Fayetteville Planning Commission. The first thing we are going to do tonight is the consent agenda which are items that the Planning Commission will approve without discussion unless there is an item on the consent that the audience or a member of the Planning Commission wishes to pull from the consent for discussion. The two items we have on consent tonight are the approval of the minutes of the February 12, 2001, meeting and what was previously marked as item number three on the agenda which is a Vacation 01-2.00 submitted by Al Harris of Crafton, Tull & Associates on behalf of Scurlock Industries for property located at 3725 S. McCollum. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 14.38 acres. The request is to vacate a water line easement. Does any member of the audience or Planning Commissioner wish to pull either of those items for discussion? Seeing none, they will remain on the consent agenda and I'll ask that you call the roll.

**ROLL CALL:**

Upon roll call, the consent agenda is approved by a unanimous vote of 7-0-0.

**STAFF REVIEW FORM**

__X__ Agenda Request
____ Contract Review
____ Grant Review

**For the Fayetteville City Council meeting of March 20, 2001.**

**FROM:**

| Tim Conklin | Planning | Public Works |
|---|---|---|
| Name | Division | Department |

**ACTION REQUESTED: To approve a waiver of right-of-way dedication for Old Gregg Avenue as requested §166.10(C) for LSD 01-1.00 submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Sweetser LTD Partnership for property located between Elm & Township and west of Gregg Street.**

**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 | 3-9-01 Date | Internal Auditor | Date |
| Purchasing Officer | Date | | |

**STAFF RECOMMENDATION: Staff recommends approval of this request. Planning Commission voted 4-3-0 to forward this to City Council with Commissioners Bunch, Hoover and Allen voting "No".**

| | | |
|---|---|---|
| Division Head | 3-5-01 Date | **Cross Reference** |
| Department Director | Date | New Item: **Yes** **No** |
| Administrative Services Director | Date | Prev Ord/Res#:_____ |
| Mayor | Date | Orig Contract Date: _____ |

**PC Meeting of 26 Feb 01**

# FAYETTEVILLE

**THE CITY OF FAYETTEVILLE, ARKANSAS**
**113 W. Mountain St.**
**Fayetteville, AR 72701**

**Gregg Street Storage, LSD**

**TO:** **Fayetteville Planning Commission Members**
**THRU:** **Tim Conklin, City Planner**
**FROM:** **Sara Edwards, Ron Petrie P.E.**
**DATE:** **February 22, 2001**

**Project:** **LSD 01-1.00: Large Scale Development (Gregg Street Storage, pp 328)** was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Sweetser LTD Partnership for property located between Elm & Township and West of Gregg Street. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 9.49 acres. The request is to build 17 mini-storage buildings with living quarters above one unit (Use unit 21) in I-1 district.

**Findings:** The applicant is proposing to construct 650-800 storage units. This property is located north of Rideout Lumber on old Gregg Avenue.

**Recommendation:** Approval subject to the conditions listed below.

**Conditions of Approval:**

1. Planning Determination of compliance with Commercial Design Standards for both the structures and for signage. The Planning Commission shall determine if any of the structures are Commercial. If it is determined that none of the structures are commercial in nature than **§166.14 D** shall not apply. However, if it is determined that any of the structures are commercial than the Planning Commission should make a finding regarding compliance.

2. Planning Commission determination of required offsite street improvements to Old Gregg Avenue. *Staff recommends that Old Gregg Avenue be widened adjacent to the site to 14' from centerline with curb & gutter as shown on the Large Scale Development.*

3. Dedication of an additional 10 feet of right-of-way for a total of 25 feet from the centerline of Old Gregg Street to meet the Master Street Plan requirements of a Local Street. *The applicant is requesting that no additional right-of-way be required to be dedicated and that the sidewalk be constructed on the east side of Gregg Avenue as recommended by Chuck Rutherford (See attached letter from the applicant). The City Council would have to approve any lesser dedications from the Master Street Plan requirements.*

4. Sidewalk construction in accordance with current standards to include a minimum six foot sidewalk with a ten foot greenspace. *Chuck Rutherford has recommended that this sidewalk be located on the east side of Gregg Avenue instead of adjacent to this development.*

5. Planning Commission determination of a variance request to allow a 25 foot wide driveway. The request is for a one foot variance from the maximum driveway width limit of 24 feet. *Staff is in support of this waiver.*

6. The developer has violated the Tree Preservation and Protection ordinance by removing two trees prior to the large scale development. A fine has been assessed per rare tree removed. No additional tree removal will occur on the site. The remaining existing canopy is 8.15%. The applicant is adding trees along the front of the property in order to meet Commercial Site Development Standards in the amount of 3.04%. Thus the total amount of tree canopy provided on site is 11.2%. The requirement in an I-1 zone is 15%.

7. Payment of parks fees in the amount of $470.00. There will be living quarters provided as part of this development. (1 unit @ $470.00)

8. Plat Review and Subdivision comments (to include written staff comments mailed to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications)

9. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.

10. Large Scale Development approval to be valid for one calendar year.

11. Prior to the issuance of a building permit the following is required:
    a. Grading and drainage permits
    b. Separate easement plat for this project
    c. Project Disk with all final revisions
    d. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by §158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

**Background:**

The proposed Large Scale Development was reviewed at the January 31, 2001 Technical Plat review and

the February 15, 2001 Subdivision Committee meeting.

Discussion at the Subdivision Committee meeting included screening requirements, right-of-way dedication requirements, sidewalk location, and building materials.

The Subdivision Committee forwarded the Large Scale Development to the full Planning Commission "subject to all conditions and staff comments."

**INFRASTRUCTURE:**

a) Water will be extended to serve this development.

b) Sanitary sewer will be extended to serve this development.

c) Streets. See Conditions of Approval for street improvement requirements.

d) Grading and Drainage. A preliminary grading plan and drainage report has been submitted. A final plan and report will be required prior to beginning construction.

**PLANNING COMMISSION ACTION: __yes__Required**
**_____Approved _____Denied**

**Date: _____**

**Comments:**

_____

_____

_____

**CITY COUNCIL ACTION: _____Required**
**_____Approved _____Denied**

**Date: ___/___/___**

**The "CONDITIONS OF APPROVAL", beginning on page one of this report, are accepted in total without exception by the entity requesting approval of this development item.**

_____
by

_____
title

_____
date

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Planning Commissioners

FROM: Kim J. Hesse, Landscape Administrator

DATE: February 26, 2001

SUBJECT: LSD 01-1 / Greg Street Storage

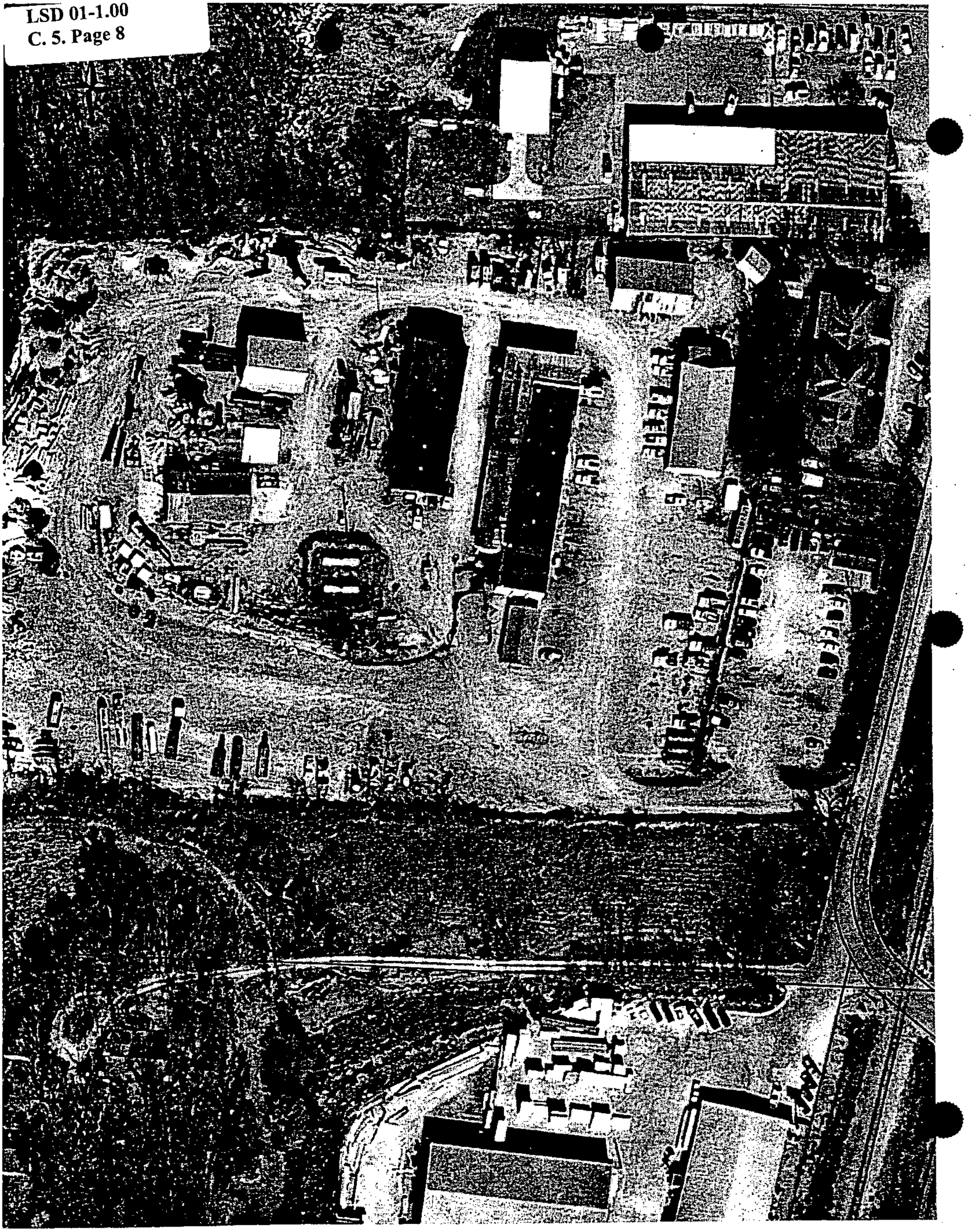
Based on the timing of events that occurred surrounding the proposed development of the Greg street storage units and based on the condition of the site, I recommend that a fine be assessed for two walnut tree removed from the project site versus requesting that additional replacement trees be planted.

I received a phone call from a concerned citizen about the removal of two large Walnut trees from the site of the proposed Greg Street Storage Units. That call was received two days after the trees were removed. Within two weeks of that date, the project was submitted to the city planning department for review. It seems obvious to me that the developer had plans for developing the property as it has been currently proposed at the time the trees were removed. The code states in section 162.11, B, 1a. " *When Required - In proposed subdivisions and large scale developments, a tree preservation plan shall be submitted and approved by the Planning Commission as a portion of the preliminary plat or site plan".* Within that same section the code states" *There shall be no land disturbance or tree removal until the tree preservation plan has been approved".* The development was planned and an engineer hired at the time the tree were removed and there had been no correspondence with the Landscape Administrator's office concerning the development.

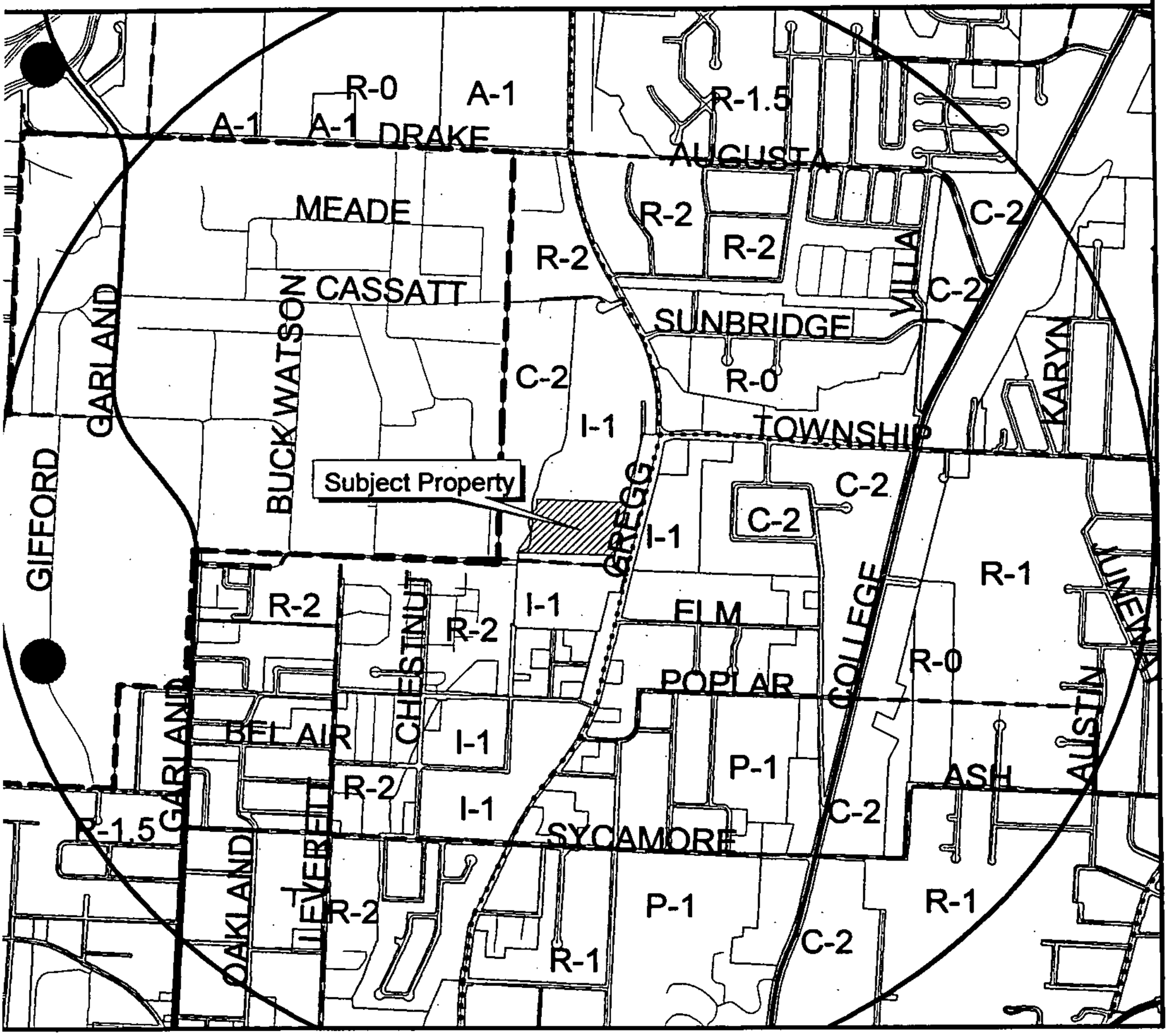
Based off of the application form that was submitted with the development, 8.15% of the site had existing canopy cover. The two Walnut trees were not figured into that canopy coverage. Based from aerial photos obtained during the year 2000, it appears that the removed trees may have had a canopy coverage of 7500 sq. ft., equaling 2% of the entire site. Based on this information, the site, prior to any tree removal, had an existing canopy coverage of approximately 10%. Our ordinance requires that a developer replace canopy removed to meet what was existing. By fulfilling landscape requirements from other ordinances that regulate this development, 17 Oak trees are to be planted which account for 13,600 square feet of proposed canopy. In the past, the city has always allowed trees planted due to landscape requirements to count for replacement trees. With this in mind, the 17 Oaks proposed will meet the replacement needs.

There has been question as to why section 162.11, D would not suffice in this situation. Since a fine has not currently been assessed, the planning commission has the freedom to chose how this should be resolved. Section 162.11 states" *If trees have been removed*

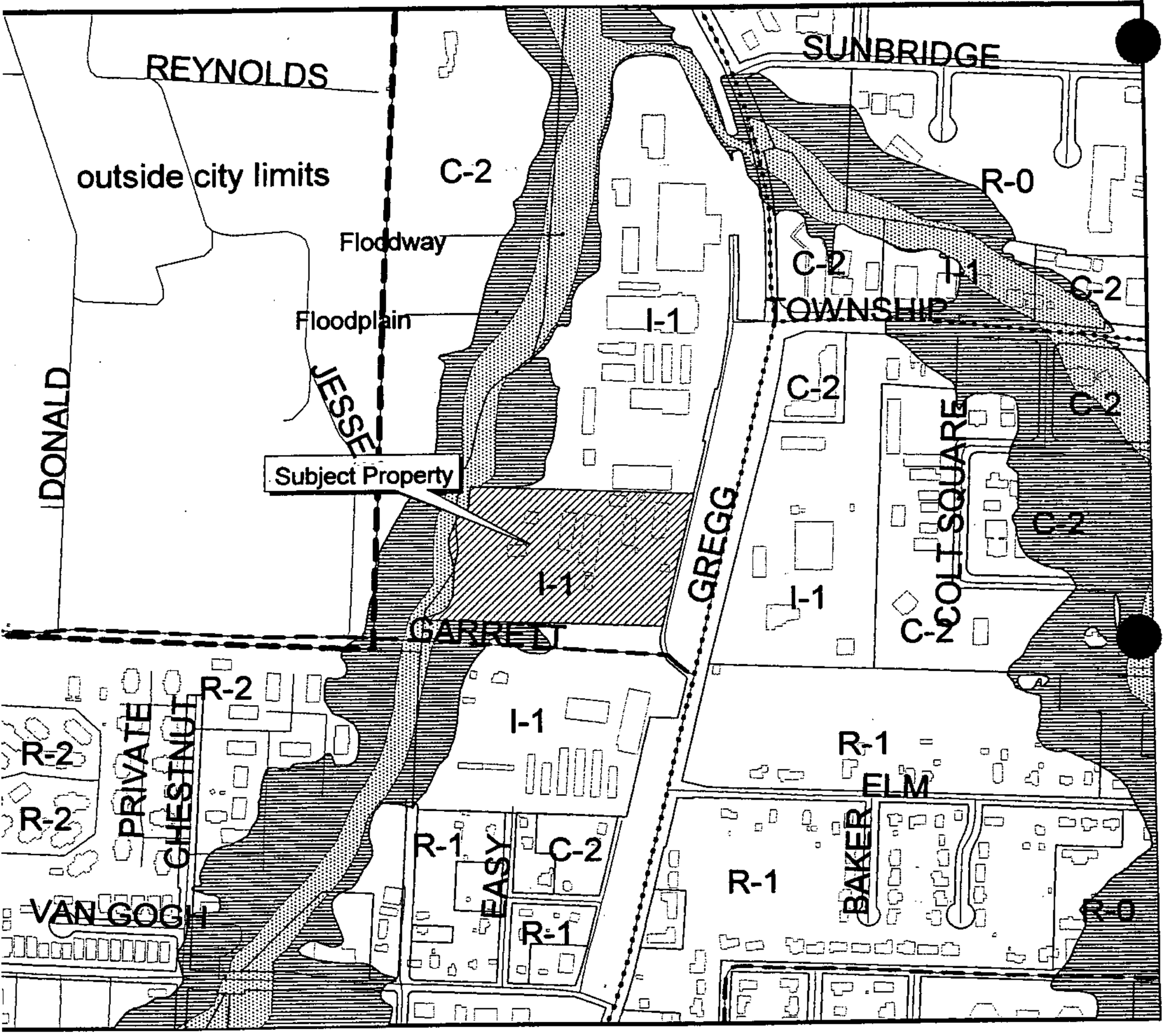
*below the minimum percent canopy within five years of application for development approval, the replacement canopy requirement shall be increased by 10% of total canopy".* I have always felt that this section pertained to a more subtle disregard or unawareness of the ordinance requirements; a situation where a property owner clears land in preparation for sale. The way the ordinance state the additional 10%, I am unclear if that is 10% of the total site or 10% of the canopy which naturally will impact the number of additional trees requested. Based on the number of additional trees required for replacement purposes, additional space must be created to plant the trees and any trees planted on site must have a water source within 100 feet. I should point out that we do not have a good system of ensuring survivability of any landscaping that is installed.



# LSD01-1 Gregg St. Storage One Mile Radius



# LSD01-1 Gregg St. Storage Close Up




Streets
Zoning Districts
Structures (1998)
Lsd01-1.shp
Master Street Classifications
COLLECTOR
FREEWAY/EXPRESSWAY
MINOR ARTERIAL
PRINCIPAL ARTERIAL
HISTORIC COLLECTOR
Fayetteville City Limits
Floodway
Yr100

200 0 200 400 Feet

N
W E
S

JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (501) 442-9127 • FAX (501) 582-4807
DAVID L. JORGENSEN, P.E., P.L.S. THOMAS HENNELLY, P.E.

City of Fayetteville
113 West Mountain Dr.
Attn: Planning Commission
Fayetteville, AR 72701

February 20, 2001

RE: Gregg Street Storage Large Scale Development

Dear Commissioners,

The purpose of this letter is to serve as an official request for a waiver, on behalf of our client, Sweetser, LTD. Partnership, of City of Fayetteville Ordinance 166.05, Section C, Paragraph-6, which requires the dedication of right-of-way along a City Street for any proposed development. The required dedication in this case being an additional ten feet, to the existing fifteen feet from centerline of Old Gregg Street, for a total of twenty-five feet. Our waiver request is based on the contention that the requested right of way dedication is for the purpose of constructing a fourteen-foot wide street from centerline, five feet of green space and a six-foot sidewalk. Sweetser, LTD. Partnership has agreed to build a six-foot sidewalk on the east side of Gregg Avenue along the SWEPCO property as per the request of Chuck Rutherford, the Sidewalk and Trails Coordinator for the City of Fayetteville. The rationale for building the sidewalk on the east side of Gregg Avenue is because that is where it would be most beneficial to the public. In light of the sidewalk being built on the other side of the street, it stands to reason that because the commercial design standards require a 15 foot landscaped strip along the frontage of the proposed development, the need for a 5 foot green space within the right of way is no longer necessary. Additionally, the street improvements, which are proposed in association with this project, include widening the street to fourteen feet from centerline. These improvements include curb and gutter and can be done within the existing fifteen feet of right of way, thus, eliminating the need for additional right of way dedication.

Thank you for your assistance.

Sincerely,

Thomas A. Hennelly, P.E.

**LSD 01-1.00: Large Scale Development (Gregg Street Storage, pp 328)** was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Sweetser LTD Partnership for property located between Elm & Township and West of Gregg Street. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 9.49 acres. The request is to build 17 Mini Storage Units with living quarters above one unit (Use unit 21) in I-1 district.

Odom: The next item we have on tonight's agenda is a large scale development submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Sweetser LTD Partnership for property located between Elm & Township and West of Gregg Street. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 9.49 acres. The request is to build 17 Mini Storage Units with living quarters above one unit (Use unit 21) in I-1 district. The applicant is proposing to construct 650 to 800 storage units. The property is located north of Ridout Lumber on Old Gregg Avenue. Staff is recommending approval subject to 11 conditions of approval. Are there any further conditions?

Conklin: There are no further conditions.

Odom: Do we have a signed Conditions of Approval?

Conklin: No, we don't.

Odom: I would ask the applicant to please come forward at this time.

Hennelly: I'm Tom Hennelly with Jorgensen and Associates, representing Sweetser's on this project. I don't believe that there are any position to the conditions of approval. I believe that was all worked out in Subdivision Committee.

Odom: Do you have any other presentation that you would like to make at this time before we take comments from the public?

Hennelly: No sir.

**PUBLIC COMMENT:**

Odom: Let's do this then. Let's take public comment. any member of the audience like to address us on this large scale development issue?

**COMMISSION DISCUSSION:**

Odom: Seeing none, I'll close the floor to public discussion and bring it back to the applicant. Let's take questions and comments from the Planning Commission.

Shackelford: I have a question of staff. Condition number 6 talks about the tree preservation act being violated and a fine being assessed, it doesn't state how much that fine was. I was just curious how much it was and how it was calculated.

Conklin: Sure. Kim Hesse our Landscape Administrator is here this evening and I'll ask her to come up to the podium and explain to you how that fine was assessed.

Hesse: What we assessed was a $500 apiece fine for each tree, $1,000. That fine has not been assessed at this time, I'm waiting for approval for that initiation.

Shackelford: Is that a set fee, $500 per rare tree?

Hesse: That's the maximum fine by state law.

Odom: By state law, is that what you said Kim? The applicant is in agreement with that?

Hesse: I presented this to the applicant prior to review by the City. He's aware of it and is willing to pay those fines.

Odom: In addition, no additional tree canopy will be removed from the site, is that correct?

Hesse: That's correct. The existing tree canopy that remains on the site, is on either side of Skull Creek, to the far west of the site. There may be one other tree near the right-of-way. They propose, through additional plantings that's required for other ordinances, they will be planting back 17 pin oaks. In my memo, I pretty much go through the percentages. What was existing on the site was 8.15%. With those two trees that would have added about 2%. They would have had approximately 10% counting those two trees that were removed.

Allen: I still didn't hear what you said. Are you saying 10%?

Hesse: There was 10% including all the trees that were existing on the site. After the two walnut trees were removed, that brought it to 8.15% canopy coverage. I guess what I'm saying, they never had 15% existing to begin with.

Odom: The commercial site development standards, they are adding an additional 3.04%, is

that right?

Hesse: Yes.

Odom: So they are going to have a total tree canopy of 11.2% and you are in agreement with that?

Hesse: Yes.

Bunch: Kim, could you please develop a little further how come the 10% penalty was not assessed that the tree preservation ordinance calls for if trees are removed within 5 years prior to the development of the site?

Hesse: Basically I think there are two ways to interpret that. If you look at the ordinance, it says, if trees have been removed below the minimum percent canopy within five years of application for development, the replacement canopy requirement shall be increased by 10% of total canopy. To me that means they have to add 10% of the total canopy which is not 10%, that would be 1.5%. Whether or not that was the intent of the ordinance, that's how I interpret it. I've had people interpret it both ways. To me, I think that clause was put in there for a less severe avoidance of the ordinance or maybe no knowledge of the ordinance and more for a situation where you have a landowner that possibly would clear a site in preparation for sale. This situation, I felt was a little bit more, I felt quite confident that they knew that those trees were there obviously, the applicant knows of the tree preservation ordinance, it was quite clear to me by the date that it was submitted to the City that this specific development was already proposed at the time those trees were removed. I received a phone call from a citizen that they were removed the day before this phone call and within ten days, this was submitted to the City. Certainly, he was aware of the situation at the time they removed the trees. That's more of a blatant avoidance, just not following the ordinance at all. I really have always felt that the five year clause was more for something a little more subtle. It's up to this Commission to determine whether you want the additional 10% or if you prefer the fine. It really is going to depend on the number of trees on how you interpret that.

Odom: I think it's up to you. If the applicant disagrees with you then it's up to us to interpret your decision.

Hesse: My recommendation is that we fine.

Bunch: Does the ordinance read that it's mutually exclusive? It seems like it's not a double

indemnity, both parts can be activated. Was there a tree preservation plan submitted prior to any grading work?

Hesse: No.

Bunch: So, that's a blatant disregard for the ordinance there?

Hesse: Right. Which is why I chose to fine.

Bunch: All parties involved and the applicants are not new to the process in Fayetteville are they? They have been here a while and should be well familiar with the ordinance.

Hesse: Yes.

Allen: Why would they not have to bring it up to the 15% and pay the fine?

Hesse: I can see them, by this ordinance the way I interpret it having them bring it up to maybe 1.5% more than the 15%.

Bunch: Or possibly the 25%?

Hesse: It depends on how you interpret it. In my interpretation, it does say 10% of the total canopy. I've had to interpret that in the past in other situations. Not for this specific thing but for other ordinances where possibly there was a stipulation that they had to come back and save all the trees. It didn't talk about percentage, it talks about trees or individual canopy. It's kind of the same thing. This says 10% of the total canopy. I'm reluctant to have them add more trees because of the fact the condition of the site, the condition of the soil. It has been used as a storage facility for Washington County. I don't know how many layers of gravel has been put on that site. For them to prepare for trees that they require, they are going to have to do some cutting and get some soil in there. I'm just not confident those trees would survive and the more we put out there, I don't know if we would be gaining canopy.

Odom: I'm just trying to understand. The total canopy, if you add those two trees back in there was 10.5% of the site. That's what you are saying, right?

Hesse: It was just barely over 10%, like 10.1%.

Odom: So the 10% penalty, what you are saying is they would have to add another 1%

because that's 10% of the canopy that was on the site before they cut the trees down. That's where you get your additional 1%?

Hesse: Yes.

Bunch: That was part of my question as whether or not it's just a flat 10% across the board that would be added to whatever the existing canopy was or to the 15%. Where does the 15% come in? We know that it was less than 15% initially. We really don't know because it was cut before the tree plan was filed but the photographs do show. Somebody snuck in the middle of the night and cut the trees down. We can't count them because they got rid of them already. To me, the penalty for a blatant disregard on that, $1,000 is a pretty light penalty that would open up Pandora's Box to wholesale tree cutting in Fayetteville prior to the time that our new ordinance is finished and voted upon. Right now we are kind of in limbo and this situation is fairly critical. Another thing I'm looking at is the extensive amount of building and asphalt on this site with nothing to break it up. That's one reason I was looking at the increase percentages to, in some way, offset the effects of all that asphalt. That's going to create a tremendous hot spot even though it is right next door to the University farm. I would tend to be in favor of exercising a 10% as a mitigation in addition to whatever has to be put in for other design standards. The penalty, the fine, as well as additional acreage and if it requires soil removal and replacement to accommodate that then, that's the way it is because those trees that were existing that were cut, apparently their root system had found good soil.

Hesse: Yes, that's possible. Those trees were likely there before it was used for it's latest use. I'm sure those trees were there at the time.

Bunch: How large were they? Where they walnuts?

Hesse: They were walnut trees.

Bunch: How large?

Hesse: They were over 24 inches in diameter but I do not have an accurate size.

Bunch: They probably predate the invention of asphalt and County Road Departments and that sort of thing.

Hesse: They predate the use of the County Road Department, certainly.

Allen: I have the very same concerns and agree with Commissioner Bunch. I wondered whether or not you saw the trees? Did you go out to the site before the trees were cut?

Hesse: No. I'm basing this off of information just from remembering what was there, from aerial photographs. The trees were removed from the site when I got to the site.

Allen: I talked to Ralph Ness, who's office was there for a long time and he recalled a good bit about the number of trees. There were six or seven in back and three or four in the front, as best he could recall. I drove by and I see no trees unless they are way back, those scrubby trees. It said "keep out", so I obeyed the rules but I want them to obey the rules too. This certainly, a realtor who's been here since the 1960's I think, I would like to send a real clear message that we obey our rules and our ordinances.

Marr: Kim, I have a question. If the requirement for I-1 is 15%, why we not be requiring 15%?

Hesse: The ordinance only requires that you replace or maintain what's existing on the site prior to the development. What was existing on the site prior to development, as far we can tell is 10%.

Allen: As far as we can tell.

Hesse: Yes. From aerial photos that go back to 1997.

Marr: What I'm reading the requirement in an I-1 zone is 15%, what is that? Educate me.

Hesse: If you had a site that was half covered, 50% covered, you would have to preserve 15% of the whole site, meaning you would have to lose 35% of that canopy. If you started with no trees, you would not be required to preserve or replace any trees based on our current ordinance.

Allen: So you can fairly cheaply cut your trees down and be fined $500 a tree?

Odom: Let's address the Chair before we speak. Commissioner Shackelford?

Shackelford: I just want to make two points real quickly. First of all, we are talking like we are letting the developer off and we need to remember that we are penalizing them to the maximum letter of state law. We don't have the choice to set what our fee is. That is set for us and it's my understanding that state law dictates $500 per tree is the

maximum. She is fining him the maximum. Second, I think we need to remember this is I-1, heavy commercial zoning and it's been used as a storage facility for the State Highway Department for quite some time. It's not like this was a pristine forest two weeks ago. We did lose two trees and that wasn't right. We are fining the developer the maximum we can fine them as defined by state law. I agree that probably shouldn't have been done but I think we are addressing it with the fine. That's what Ms. Hesse has done in this situation and I support her recommendation to go forward on the landscape.

Marr: I agree with Commissioner Shackelford. My thoughts on it are, would a more appropriate fine be to say we should require the minimum if they would have been a brand new development, is that more of an impact to say, let's require the 15% which gives us 4% more as opposed to the dollar amount fine of $500 per tree. I'm just wondering if any consideration was given or if it's purely a fine versus a beginning site coverage.

Odom: The way I read Kim's report, and you can jump in, basically the reason you decided on the fine is we don't have a good way of insuring the replacement trees that we have are properly maintained or survive.

Hesse: That and basically, in the past, we have always allowed to use our Parking Lot Standards or the Commercial Design Standards as replacement trees. With the Commercial Design Standards, they are installing 17 oak trees which would reach that replacement plus the 10% of that existing canopy. If you interpret it that way, they are paying a fine and they are replacing the trees. Based on the way we have always done it since I started and prior to my employment here, they've always allowed the other requirements to equal replacement trees. So, they are doing that by meeting the Commercial Design Standards.

Marr: That's 11.2%?

Hesse: That's if you interpret it the way I look at it.

Hoffman: I would like to expand our discussion concerning the landscaping of the site. We've got before us a really large mini-storage facility going in and filling in an already developed area of town. Directly south of the property there is a Master Street Plan proposed and I believe a SWEPCO utility facility of some sort proposed to go into that. The master street would then be constructed by SWEPCO that would directly adjoin this property and, at some time in the future, connect with the Ernie Jacks

Boulevard. With the replacement canopy in mind, with the fine, I agree with your assessment as you've made it. I would take it a step further though and say that we need to consider the development as a whole and when we're thinking about it, we need to think about what's going to be passing this on the south property line in the future. I would propose, in addition to what's been shown on these plans, that the view obscuring vines along that fence be planted, the landscaping along the fence line would additionally mitigate the view and screen the property. That is required in the Commercial Design Standards for a commercial development, this is heavy commercial/light industrial. Could you give a recommendation on that item?

Hesse: Whether they should be required to put up screening?

Hoffman: They've got chain link fence around three sides of the property, a nice looking fence in the front, wrought iron with brick, but on the south property line if we are going to have a street going in, I would like to see more than just a chain link fence. I think it's an ordinance requirement. On page 4.6 of our packets we've got screening for commercial buildings and development, "that shall mean a view obscuring fence, view obscuring berm, architectural treatment or vegetation or a combination of the four."

Conklin: That section of the ordinance is talking about mechanical and utility equipment, trash enclosures. We had this discussion early on with regard to what is required to be screened for mini-storage. We actually have an ordinance section that states if it's adjacent residential, then you have screen. We informed them that they had to screen until we figured out that it wasn't adjacent to residential.

Hoffman: This says screening for commercial buildings and development in my packet. I'm looking at page 4.6, item two.

Conklin: The things that we screen at that section are utility equipment, trash enclosures. We are not trying to hide our commercial development. This is an industrial development, it's an industrial use, it's warehousing. We have not in the past screened warehousing unless is was adjacent to residential zoning. I think it's a great idea.

Hoffman: I think it's a requirement, the way I'm reading this. The reason I say that is, we have screened or applied the Commercial Design Standards which is almost impossible to do with mini-storage buildings to areas that can be seen from a public way. WalMart has a berm.

Conklin: We were trying to screen their loading dock area.

Hoffman: We've got loading docks here. I'm not trying to be argumentative. I'm trying to consider the aesthetics of this project as a whole.

Conklin: I agree. I think it's a great idea. Typically we've had these requests in C-2 zoning districts through a conditional use process and, as you are aware as the Planning Commission, we have gone out and made them build fences and put in shrubs or pines or whatever type of vegetation to help screen. This is zoned I-1, heavy commercial/light industrial. There are many storage units used for warehousing.

Hoffman: I don't have a problem with the use. I think they are indeed a use by right and I think we have an obligation to make this development as attractive as we can from all potential views.

Conklin: I understand that. I believe we do have an ordinance in our code book that states, when you do have to screen mini storage units and that's when they are adjacent to residential. I do believe the ordinance does address that. I don't think it would be appropriate to hide these buildings in an I-1 zone. If you feel differently and you want to place a condition on this, you could certainly do that as a Commission. We had a discussion with the applicant regarding the screening requirement. Initially, I thought across the street was zoned residential to the east, actually it's SWEPCO's shop area, which is zoned I-1 and therefore doesn't come into play. To the south is Ridout Lumber and also the SWEPCO Substation that will be coming to you in the next few months, zoned I-1. Once again, I don't think we can require that screening.

Odom: I think we need to have clarification before you make your next statement. The Planning Commission does not have the authority to make an additional requirement that is not in the ordinance to a use by right. We don't have the authority to create another obligation. Lorel may have her interpretation which is that it is required, I understand that. You can't say that we have the right.

Conklin: You do not have the right. Let me just clarify that too, if you do disagree with my interpretation, that does go to the Board of Adjustment and you can have me overruled. They meet once a month.

Hoffman: Let me be specific. In this item 2A, I read the first part of it but it's screening for commercial buildings and development, the use classification of this zoning is heavy commercial/light industrial so I would say that we at least have the commercial wording in the zoning designation itself. The vegetation or a combination of the four should be of sufficient height to prevent the view of the screened items from vehicular and pedestrian

traffic on adjacent streets and from residential property. I'm saying that we have an adjacent street here.

Conklin: What are the screened items though? That's what I'm looking at.

Hoffman: The building. The screening for commercial building development.

Conklin: Then the ordinance talks about mechanical, utility equipment, trash enclosures and outdoor storage and material and equipment shall be screened if visible for the highway, street right-of-way or from residential property.

Hoffman: That's item B, I'm not even looking at that. I'm looking at item A. I'm pushing this because I'm seeing the area is primarily residential. We will have a street by it. We could conceivably, back in the interlines back there, have some residential development passing by this.

Conklin: I agree. The reason why I'm being conservative on this is that we also have an ordinance that talks about when you have to screen mini-storage units from view. That talks about if it's adjacent to residential zoning districts. When that ordinance was passed, that was only about five years ago, there was discussion with regard to when you screen mini-storage units and they stated that is was adjacent to residential zoning districts. That's why I'm taking a hard stance on this. I really believe this ordinance doesn't require us to hide these mini-storage units in an I-1 zoning district.

Hoffman: I want to back up and say that I do want to be fair to everybody and, in all fairness, it is a general rule that when you have a more specific ordinance, Conrad was pointing that out, that a more specific rule applies. However, I think I do have a case here for at least some consideration. We have Commercial Design Standards that we always apply to commercial developments unless they are completely and totally industrial.

Conklin: I guess that's where we are at odds. Is this a commercial development or is this a warehousing mini-storage development?

Hoffman: Of course we've got the commercial up front. I think they have dealt with that. We can move on. I think I've said enough and I don't want to repeat myself too much. They have dealt with the front facade with the brick and with the wrought iron fencing and screening and the living quarters and office. That's all I have to say at the moment.

Bunch: Just kind of a housekeeping note here. Tim, is the existing fence line for the southern

border of this property, is that same as the property line? Maybe Tom could answer this.

Hennelly: That fence line is until you get to about the western quarter of that south boundary where there is a creek and the fence line deviates slightly from the property line.

Bunch: Who owns the piece of property between the fence line and the driveway that goes to the private residence? I saw some flags out, to the south is a private drive that goes down to a house.

Conklin: That is Max Parker. He currently owns that property.

Bunch: I guess part of the question that I'm trying to determine is, where is this new road going to go? The Master Street Plan requirement and the SWEPCO considerations, is it in the property between that private drive and the fence line? Is the private property going to be sold to SWEPCO?

Conklin: My initial meetings with SWEPCO representatives, I believe they are purchasing the remainder of that property that Ridout Lumber didn't purchase so they will own the property all the way up to Gregg Street. I have made them aware of the requirement of the Master Street Plan. With regard to where the Master Street Plan is located in relationship to this mini-storage unit, I would say it's approximately 30 to 50 feet south of this property line.

Bunch: It's being purchased and will no longer be residential? That has a bearing on residential view across the street from this.

Conklin: That's a very good point that you make. My understanding is that the house will be removed.

Bunch: Is that house part of this so-called SWEPCO deal?

Conklin: That is my understanding.

Bunch: How do we determine that?

Conklin: They told me that. That's all I have and if SWEPCO backs out of the deal and walks away, we have no guarantees. There is a single family home on that property owned by Max Parker, zoned I-1, heavy commercial/light industrial at this time. That is the only

residence that would be close to this mini-storage.

Bunch: I don't know if that answers all the questions. If it's close to it, we still don't know if we have residential abutting this process.

Odom: Well we don't have residential zoning but we have a potential residence.

Conklin: Just for the Commission to be aware, it does say residential use. If you want to use Max Parker's property and try to justify screening, it does say residential use, for screening.

Hoffman: That wasn't my intent.

Conklin: I did not think about Mr. Parker's house back on the end of that private drive as residential use as I've been talking with SWEPCO about their ambitious plans for their new transmission lines through Fayetteville.

Marr: My question is the person currently living in that residence, have they expressed any concern about screening of this?

Conklin: Mr. Parker has not expressed any concern to me at this time.

Hoover: I wasn't at Subdivision so, if I'm considering this under the Commercial Design Standards I would like to know what the materials are and how the articulation are done and all that. Would you mind presenting that?

Hennelly: That's the reason Mr. Sweetser came up with the illustration was to try to get across the idea that he is not trying to put in a standard metal building that would be viewed from Gregg Street. I don't know whether or not it's clear from the illustration, from the distance that you are from, but the facades of all the buildings that will be facing Gregg Street will be brick. There is a two-story building on the north side, the east end of the north row of buildings, that will house a 24 hour caretaker, a live-in couple or person that will stay there and oversee the property. The upper story of that is a stucco. Again, this is not intended to show you exactly the colors this is just the best that the illustrator could do in the time available to show the materials that he intended on using, something other than sheet metal, more like brick or Petra stone or something of that nature to face the buildings with. As well as the fence that was alluded to earlier along the front is a wrought iron fence with either brick or stone columns on 30 or 50 foot centers, I can't recall. It won't look like your standard mini-storage facility as you

drive down Gregg Street.

Hoover: I just want to say one of my struggles with this whole project is, if you look at the map and you look at what is I-1 zoning along here, it's this small pocket along Gregg Street. I'm trying to understand what our vision is for Gregg Street. I know that this is their use by right. I think that if I'm going to look at this as Commercial Design Standards, I don't see that all these garage doors facing the street qualify. The other issue I had, the others, when I was reading the 2020 Plan and I know this is too late to do on this piece of property but, under industrial areas it says, identifying rezone inappropriately zoned industrial areas to more appropriate uses. I certainly see that this is the case for that. I know it's too late and I guess what I'm trying to appeal to, it also notes in here that south of this area that it was down zoned, is that something that a property owner brought in to down zone their own property? How do we take care of this in the future?

Conklin: The City in the past has not initiated downzoning of private property. There are several areas in Fayetteville that we have been approached by neighborhoods regarding downzoning property. One of those recently was University Avenue where that entire east side of University Avenue just south of California Avenue is zoned I-1. We could have this mini-storage project in that neighborhood. That's one area. There is also an area up on Mission Boulevard that we have been concerned about. I would be more than happy to sit down with our new interim City Attorney and talk to him about the process of downzoning private property without the actual property owner's petition.

Hoover: How did this just south of Gregg get down zoned?

Conklin: South of Gregg?

Hoover: Where it says that some of the industrial land on south Gregg has recently been rezoned to allow high density residential use near the University. Was that originally I-1, where all that multi family is?

Conklin: That is where a property owner comes to our office and requests that the property be down zoned. For example, we recently had the rezoning off of Shiloh Drive south of Wedington where it's currently zoned C-2 on I-540, they petitioned for R-2. That's how downzoning does occur.

Hoover: So it did come from the property owner on that.

Conklin: Yes, as a city, I think we do need to take a look at areas that are inappropriate and I we do need to implement that part of the General Plan 2020.

Hennelly: If I could also say, in all fairness to the applicant, he has made several attempts to make this project more visually appealing than what the standard mini-storage unit would be, to include curb and gutter along the entire frontage in addition to the fence and different facing. So, as far as this being an eyesore, there is a need for this type of business in the city and I think he's done a really good job at trying to make this as appealing as this use can be.

Hoover: What would make it more appealing for me is, if the front part was some type of commercial or office space so there was a buffer between it. When I was going down the street, I didn't have to look at this. There is several of those along College Avenue that I don't even realize there are mini-storage units behind some commercial buildings. Was that ever a consideration?

Hennelly: The one thing that was considered, to answer your question, no ma'am, it was not. The one thing that was considered is, the configuration of these units individually has not been settled upon yet. They range from 5 feet wide and 10 feet deep to 10 feet wide and 40 feet deep or the width the building. The garage doors were shown on the front of these buildings that face Gregg Street to indicate that could possibly be the case. It doesn't necessarily have to be the case. There will be facilities in here, units in here, that will be as deep as the building is wide which would preclude a garage door from being on that side. I'm sure that every attempt could be made to try and configure it that way. Like I say, he hasn't settled on how many different, the reason for the large variance in 650 to 800 units, because he has not settled on the configuration of each building yet.

Hoover: I also have an issue with, if we have a street on the Master Street Plan which you are saying we do, that this will be viewed from the street. All the sides of those, what material are the in walls out of?

Hennelly: Currently they are sheet metal.

Allen: Do you plan to have a sign and if so, what kind and where would it be placed?

Hennelly: Yes ma'am. There has been an addition since this illustration was done of a pole sign. I got with Sara Edwards from the City Planning Office and she faxed me the guidelines for how tall. If you'll look on the plan, the recent plan that was submitted, there is a

pole sign indicated just south and east of the handicap space. That sign will be, I believe from the right-of-way that's indicated on our plan is allowed to be 27 feet high and have a total square footage of 34 square feet. It will obviously comply with the ordinance that regards to freestanding signs.

Allen: Can you point to where it would be on the illustration?

Hennelly: Yes. Roughly in this location here. That's 12 feet behind the right-of-way which allows the sign to be 27 feet tall and have a square footage of 34 square feet, where we have it located.

Hoover: I have a question along the same lines, if we are considering that all these structures should fall in Commercial Design Standards, should we be looking at a drawing of the signage?

Conklin: I guess I'm at odds with the Commission this evening with whether or not these are commercial buildings. I consider them mini-storage warehouse buildings. With regard to the actual pole sign, staff is not recommending a monument sign at this location. Ridout Lumber does have a pole sign directly south of this location. Once again, if you believe that the Commercial Design Standards apply for the sign, these are mini-storage units used for storage of items, warehousing.

Hoffman: Does any Commissioner have anything to say before we take public comment? Did you have anything that you wanted to finish up with on your presentation?

Hennelly: There is one thing that was brought up at one of the earlier meetings, I would like to clarify the description of this project does call for 17 buildings and there are 18 buildings that is shown. I just wanted to clear that up.

Bunch: Ron, since this is quite an expanse of paving and buildings, have you had a chance to review the drainage considerations and are they adequate? Also, in the southwest corner where the floodplain crosses it, have those issues been met satisfactorily?

Petrie: Yes, they have submitted the required information for preliminary drainage report and they have shown detention will not be necessary for this site. They will be required to get a floodplain development permit for any development in the floodplain. They have gone back and revised their plan to eliminate any fill in the floodway. You can look on the plan, they are not going to do any work in the floodway even though all this has been filled by the County. They have met the engineering requirements.

Shackelford: Question of the applicant, it was noted earlier that we don't have a signed Condition of Approval on this, I believe you also noted you are in agreement with all that. Is there any other issue on the 11 conditions that we need to discuss? Anything else?

Hennelly: The only issue that came up, as Commissioner Hoffman brought up, is the screening, whether or not that is required as well as the dedication of the right-of-way. You should have a letter in your packet that addresses the dedication of right-of-way. The applicant has agreed to construct the required sidewalk for this development on the east side of what is four lane Gregg Street right now, up against the fence that bounds the SWEPCO property. The reason for that is because the Sidewalk and Trails Administrator, Chuck Rutherford, felt that would be the location where this sidewalk would be most beneficial to the public. The applicant, Mr. Sweetser doesn't see that he's going to have much walk up traffic to a mini-storage unit.

**MOTION:**

Shackelford: With that being said, I think I'm ready to form a motion here. I'm in agreement with staff comments, I believe that storage units are not commercial buildings. I feel that this is a right by use in an I-1 heavy industrial property. So, I'm going to go ahead and make a motion for approval of LSD 01-1.00, based on all staff comments.

Odom: I'll second. We have a motion and second to approve LSD 01-1.00 subject to all staff comments.

**AMENDMENT:**

Hoffman: I just want to make an amendment to require view obscuring vegetation on the southern property fence line to be added to the conditions of approval.

Odom: We have a motion for an amendment to include view obscuring vegetation.

Hoffman: To be worked out with the Landscape Administrator. She'll know best what will grow there.

Marr: The south side is the Master Street Plan right?

Hoffman: Yes.

Marr: I'll second.

Odom: We have a motion and a second for an amendment which we will vote on first and I will give you an opportunity to comment on it before we vote.

Hennelly: The applicant does have a contention with that requirement for the same reason that he didn't feel that it should be required for him to screen the fronts of these buildings. He has a significant investment of what will end up being a couple of a million dollars in this trying to market a product to the public and doesn't feel that it is fair for him to have to hide this project from the people that he is trying to market it to. Additionally, I understand that SWEPCO will, sometime in the future, to develop that property into a substation and I guess subsequently dedicate the right-of-way. However, right now the right-of-way is not dedicated. So, really that boundary is not bounded by anything but a proposed street on the Master Street Plan.

Shackelford: I'm concerned about this. My understanding from earlier conversation, it is the way that you read the ordinances that affects this that, it is not required given the conditions of this, this is not a conditional use but a use by right. You, if I'm remembering correctly, showed some concern in requiring additional conditions of approval on this property considering we may not have the right by ordinance to do it if it's a use by right. Can you expand a little bit on this please?

Conklin: Sure. I do not think the Planning Commission has the authority to require screening on the south side since it adjoins I-1 zoned property. The ordinance states that if it adjoins residential property, you can screen a residential use. Basically, I don't think the Planning Commission has the authority to do that.

Shackelford: With that being said, I don't think I'll support the amendment. I don't think it's a bad idea, I just don't know if this is the time or place that we need to weigh into that. It sounds like the Board of Adjustment is the area that should be heard instead of this level. I will not support the amendment.

Bunch: In support of the amendment, the applicant just stated that SWEPCO has not done anything on this property. Therefore, we should not be looking at that and reverse to being a residential use at this time. Even though it is zoned industrial, it is a residential use. So, in looking at that as it is a residential use with no SWEPCO presence there, I will support the amendment.

Odom: Any further discussion on the amendment? Call the roll on the amendment.

**ROLL CALL:**

Upon roll call the amendment to the conditions of approval for LSD 01-1.00 is approved by a vote of 4-3-0, with Commissioners Marr, Odom and Shackelford voting "No".

Hoffman: Let me explain a little bit to you about the reasons for this amendment and my feelings about it. I think you are really going to know that there are mini-storage facilities there, particularly with the 27 foot sign. I'm not objecting to that, I'm not objecting to the overhead doors although I do share your concern. With 18 buildings and the publicity and it's a highly traveled street, I'm just trying to raise the benchmark a bit on our commercial developments. I do think this is a heavy commercial use because it's called out thusly in the zoning ordinance. I'm really not trying to be punitive but just trying to add some amenities.

Hennelly: I can see your point however, I can also see that on the south side of this right-of-way will be a huge SWEPCO substation which I believe everybody will agree is not pleasing to the eye, much less so than some mini-storage units. To me the addition of some screening on the north side of this right-of-way really would have a minimal affect on obscuring any unpleasant view on a short stretch of street. I guess if we were to contend this, if this was approved with this condition, that we would be able to appeal it to City Council, is that correct?

Conklin: Yes, on a large scale development you have ten working days to appeal that decision.

Odom: We have a motion and a second on the underlying motion to approve LSD 01-1.00, do we have any further discussion?

**ROLL CALL:**

Upon roll call LSD 01-1.00 is approved by a vote of 4-3-0, with Commissioners Bunch, Hoover and Allen voting "No".

# STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of March 20, 2001

**FROM:**

| Ed Connell | Engineering | Public Works |
|---|---|---|
| Name | Division | Department |

**ACTION REQUIRED:** Approval of a resolution authorizing City Attorney to seek court possession of lands owned by Richard L. and June Hill , 686 N. Double Springs Road, for Roadway and Water Line Easements due to the inability of obtaining all legal signatures on the specific documents.

**COST TO CITY:**

| $14,000 | $ 129,200 | Double Springs Road Bridge Replacement |
|---|---|---|
| Cost of this Request | Category/Project Budget | Category/Project Name |
| 4470-9470-5817-00 | $ 0 | |
| Account Number | Funds Used To Date | Program Name |
| 98036 | $ 129,200 | Sales Tax CIP |
| Project Number | Remaining Balance | Fund |

**BUDGET REVIEW:** X Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

| Marsha Fortner | 3/8/01 | Darcy Smith | 3/9/01 |
|---|---|---|---|
| Accounting Manager | Date | Internal Auditor | Date |
| | 3/9/01 | | |
| City Attorney | Date | ADA Coordinator | Date |
| | | | |
| Purchasing Officer | Date | | |

**STAFF RECOMMENDATION:** In an effort to have this project bid on April or May of 2001, it is necessary to obtain possession of the easement lands involved from this owner(s). AHTD has talked with nursing home in California and they advised that Mrs. Hill is totally incapacitated. Staff recommends approval and finalization of this request at the 03-06-2001 meeting.

| Jim Beavers | 03/08/01 | |
|---|---|---|
| Division Head | Date | |
| | 3/9/01 | Cross Reference |
| Department Director | Date | New Item: Yes X No ___ |
| | 3/08/01 | Prev Ord/Res #: ___ |
| Administrative Services Director | Date | |
| | | Orig Contract Date: ___ |
| Mayor | Date | |

STAFF REVIEW FORM

Description Owl Creek Bridge: Richard L. Hill Roadway and Water Easements condemnation Meeting Date 03-20-2001

**Comments:** **Reference Comments:**

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

## DEPARTMENTAL CORRESPONDENCE

DATE: March 8, 2001

TO: Fayetteville City Council

THRU: Dan Coody, Mayor
Don Bunn, Assistant Public Works Director
Jim Beavers, City Engineer *for Beavers*

FROM: Ed Connell, City Land Agent *EdA*

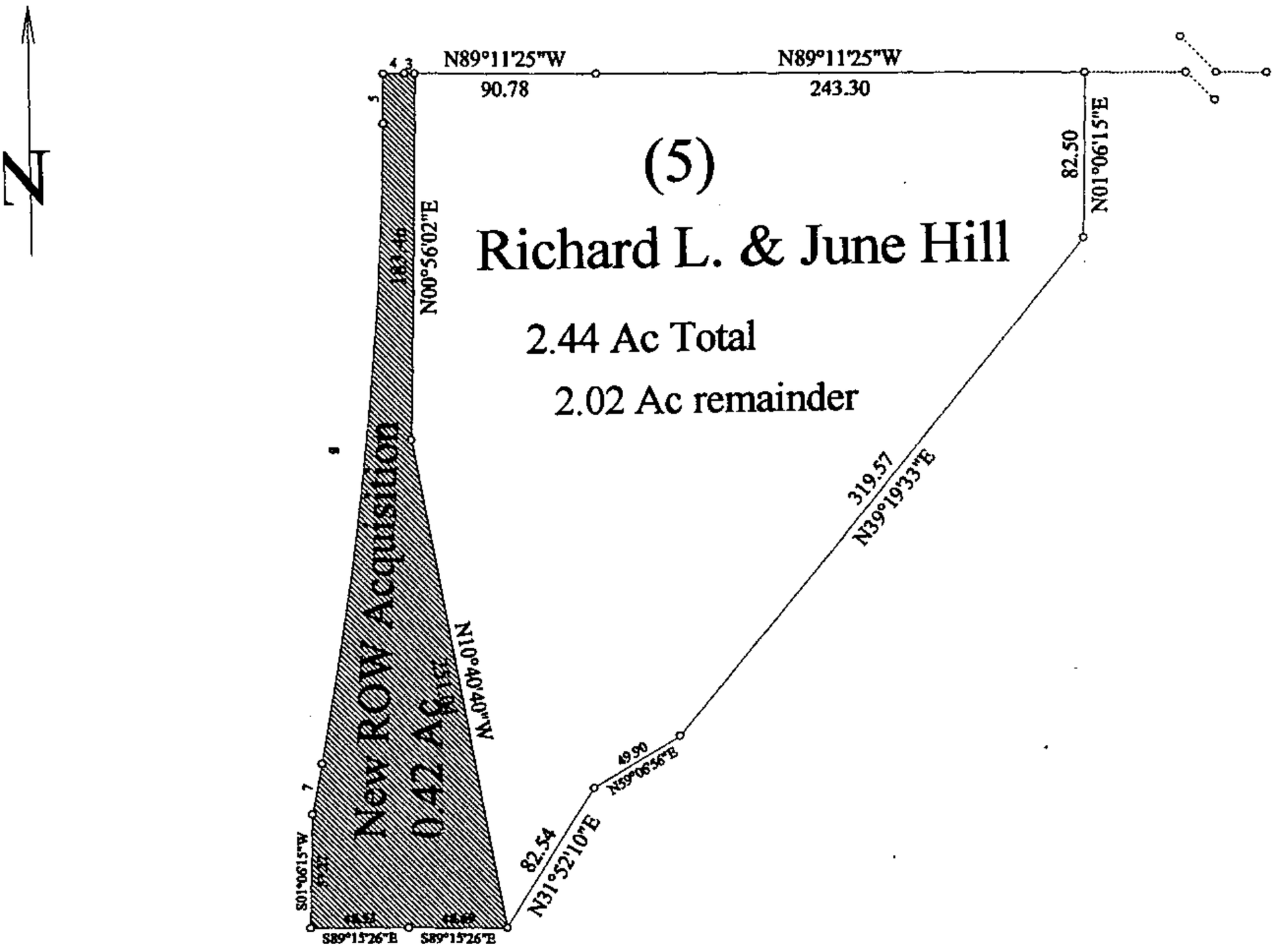
RE: Owl Creek Bridge
Road Right of Way Easement
Richard Lee and June Hill, TR #5
Acquisition by Court Order

According to the Arkansas State Highway and Transportation Department, design and plans for implementation of the new bridge across Owl Creek tributary on Double Springs Road are ready for bid letting within the next month or two. At this point in time, all of the required rights of way have been obtained by the AHTD with the exception that one property owner does not have the signatures of all parties of interest in that property. It should be kept in mind that this is a City project, not a Highway Dept. project.

Mr. Richard Lee Hill and his wife June Hill are owners of property (2.44 acres) on the East side of Double Springs Road and North of the City's Lift Station No. 22. Right of Way acquisition, via Easement Deed, amounts to 0.42 acres. Mr. Hill accepted the AHTD offer for this acquisition and signed the Contract to Sell document. Mr. Hill further signed for his wife saying that he had her Power of Attorney and that she was incapacitated. Mrs. Hill is still completely incapacitated in a nursing home in California and Mr. Hill now says that he is unable to locate the POA and cannot remember the attorney who prepared the document. The AHTD has not closed on this Easement Deed and will not be able to do so without a guardianship or POA giving Mr. Hill authority to sign for his wife or a granting of the right of way by court order.

Since the AHTD wishes to go to bid on this project ASAP, it is agreed that the City will seek condemnation on this matter in an effort to expedite the project. The Fayetteville City Council is hereby requested to pass an ordinance authorizing the Fayetteville City Attorney to seek court ordered possession of the subject lands as described in the attached proposed Contract to Sell document. The city possession of this land will be under the terms of an easement, not a fee simple estate.

As noted, this request is made in an effort to clarify a legal matter and not because the owner and the AHTD/City were unable to come to an agreement. If you have any questions, please do not hesitate to contact me at 444-3415.




| Title: Owl Creek Bridge: Tr #5, Richard L. & June Hill | Date: 02-22-2001 |
|---|---|
| Scale: 1 inch = 100 feet | File: 05-owlc.des |

Tract 1: 2.441 Acres: 106332 Sq Feet: Closure = s80.2845e 0.01 Feet: Precision =1/217075: Perimeter = 1413 Feet
Tract 2: 0.000 Acres: 0 Sq Feet: Closure = n76.5753w 65.83 Feet: Precision =1/ 1: Perimeter = 70 Feet
Tract 3: 0.000 Acres: 0 Sq Feet: Closure = n67.0543w 46.33 Feet: Precision =1/ 1: Perimeter = 50 Feet
Tract 4: 0.419 Acres: 18272 Sq Feet: Closure = s08.4911w 0.01 Feet: Precision =1/124799: Perimeter = 979 Feet

001=N89.1125W 243.30
002=N89.1125W 90.78
003=N89.1125W 4.85
004=N89.1125W 10.46
005=S01.0504W 25.19
006: Rt, R=1998.50, Arc=323.04
007=S10.2044W 25.97
008=S01.0615W 57.27
009=S89.1526E 48.53
010=S89.1526E 48.69
011=N31.5210E 82.54
012=N59.0656E 49.90
013=N39.1933E 319.57
014=N01.0615E 82.50
015=@1
016=S89.1125E 50
017=S45.0E 20
018=@1
019=/S89.1125E 65
020=/N45.0W 25
021=S45.0E 25
022=S89.1125E 25
023=@1
024=/N89.1125W 334.08
025=**N89.1125W 15.31
026=**S01.0504W 25.19
027: Rt, R=1998.50, Arc=323.04
028=**S10.2044W 25.97
029=**S01.0615W 57.27
030=**S89.1526E 48.53
031=**S89.1526E 48.69
032=N10.4040W 251.04
033=N00.5602E 183.46

# ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Dan Flowers
Director
Telephone (501) 569-2000

P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400

February 23, 2001

Jim Beavers
City Engineer, City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: Job: 040152
BRN-9142(1)
Owl Creek Str. & Apprs.
Washington County

Dear Mr. Beavers:

Transmitted are the checks for the amount of the appraisals and for filing fees for the property owner listed below.

| Tract | Owner | Appraised Value |
|---|---|---|
| 5 | Richard L. & June Hill | $14,000.00<br>Filing Fee $101.00 |

Please file this case by March 22, 2001 to allow time for possession of the property. If this is not possible, please advise when possession can be obtained so that advance notification can be given to the highway contractor.

If additional information or assistance is required, please call Mr. Randy Lewis, Section Head of Acquisition, at 569-2585.

Sincerely,

James D. Gaither
Division Head
Right of Way Division

JDG:es

**Double Spring Rd.**
**A. 7. Page 7**

**ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT**
**ENGINEERING SECTION, RIGHT OF WAY DIVISION**

**JOB NUMBER: 040152**
**JOB NAME: OWL CREEK STRS. & APPRS.**
**(FAYETTEVILLE)**

## CERTIFICATE OF TITLE

Easement 2000-084918
10-10-00
Sec. 10-16-31
From: June Hill
to City of Fayetteville, AR

OWNER(S) OF RECORD: **RICHARD L HILL & JUNE HILL H/W**
TYPE OF INSTRUMENT: **WARRANTY DEED**
DATE OF INSTRUMENT: **11-08-74** DATE FILED: **03-22-76**
RECORDED AT BOOK (INSTRUMENT): **900** PAGE: **692**
CONSIDERATION: **$ 1 OGVC** REVENUE STAMPS: **$ 17.60**
GRANTOR(S): **TORY REPASS & DOROTHY ANN REPASS H/W**

**SEE PAGE TWO FOR CHAIN OF TITLE**

MORTGAGES, JUDGMENTS AND ALL OTHER LIENS AFFECTING SAID LAND NOT RELEASED:

NATURE OF LIEN: **NONE**
HOLDER :

BOOK (INSTRUMENT) PAGE DATE FILED

NATURE OF LIEN:
HOLDER:

BOOK (INSTRUMENT) PAGE DATE FILED

NATURE OF LIEN:
HOLDER:
BOOK (INSTRUMENT) PAGE DATE FILED

NATURE OF LIEN:
HOLDER:
BOOK (INSTRUMENT) PAGE DATE FILED

NATURE OF LIEN:
HOLDER:
BOOK (INSTRUMENT) PAGE DATE FILED

TAXES AND ASSESSMENTS FOR THE YEAR 2001 ARE IN THE NAME OF:
**RICHARD L. & JUNE HILL** PARCEL NUMBER: **765-16158-000**
TAXES FOR 1999 ARE **PAID☒ $985.47, UNPAID ☐, AMOUNT DUE $**
TAXES FOR 2000 ARE **PAID☐ $ , DUE☒ $1028.19**

CERTIFIED TO BE CORRECT (AS SHOWN OF RECORD) THIS **12th** DAY OF **JANUARY, 2001**

**TIM ROBERTSON, ABSTRACTOR**

**TRACT NO. 05** **CERTIFICATE NO. 04** **PAGE NO. 1 OF 2**

JOB NO. 040152
TRACT NO. 5

## CONTRACT TO SELL
## REAL ESTATE FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

THAT I/We Richard L. & June Hill for and in consideration of and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, grant, bargain, sell and convey and warrant to the City of Fayetteville, Arkansas, its successors and assigns forever an exclusive right of way and easement for highway purposes on Double Springs Road, Job 040152, across, through and over the following lands situated in the County of Washington , State of Arkansas:

### LEGAL DESCRIPTION

Part of the Southeast Quarter of the Southeast Quarter of Section 10, Township 16 North, Range 31 West, Washington County, Arkansas, more particularly described as follows:

Starting at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 10; thence North 89° 11' 25" West along the North line thereof a distance of 1280.99 feet to a point on the Easterly proposed right of way line of Double Springs Road for the point of beginning; thence South 00° 56' 02" West along said proposed right of way line a distance of 183.46 feet to a point; thence South 10° 40' 40" East along said proposed right of way line a distance of 251.04 feet to a point; thence North 89° 15' 26" West along said proposed right of way line a distance of 97.22 feet to a point on the West line of the Southeast Quarter of the Southeast Quarter of Section 10; thence North 01° 06' 15" East along said West line a distance of 57.27 feet to a point on the Easterly existing right of way line of Double Springs Road; thence North 10° 20' 44" East along said existing right of way line a distance of 25.97 feet to a point; thence in a Northeasterly direction along said existing right of way line on a curve to the left having a radius of 1998.50 feet a distance of 323.04 feet to a point; thence North 01° 05' 04" East along said existing right of way line a distance of 25.19 feet to a point on the North line of the Southeast Quarter of the Southeast Quarter of Section 10; thence South 89° 11' 25" East along said existing right of way line and said North line of the Southeast Quarter of the Southeast Quarter of Section 10 a distance of 10.46 feet to a point on the Easterly proposed right of way line of Double Springs Road; thence South 89° 11' 25" East along said proposed right of way line and the North line of the Southeast Quarter of the Southeast Quarter of Section 10 a distance of 4.85 feet to the point of beginning and containing 0.42 acre or 18,275 square feet more or less.

DM/ll
5/5/00

Together with the rights, easements and privileges in or to said lands which may be required for the full enjoyment of the right herein granted.

TO HAVE AND TO HOLD the same unto the said City of Fayetteville, Arkansas, and to its successors and assigns forever.

AND I/We hereby covenant with the said City of Fayetteville, Arkansas that I/We will forever warrant and defend the title to said lands and property against the lawful claims of any and all persons whomsoever.

AND I/We, do hereby release and relinquish unto the said grantee all my right of dower or curtesy and homestead in and to said lands.

Witness signature on this 10th day of January, 2001

Richard L. Hill (SIGNATURE)

**Double Spring Rd.**
**A. 7. Page 9**

| IMPROVEMENTS | APPRAISED SALVAGE VALUE | RETAINED BY GRANTOR YES | RETAINED BY GRANTOR NO | AMOUNT OF BOND REQUIRED | WILL GIVE ACTUAL POSSESSION OF IMPROVEMENTS NOT RETAINED |
|---|---|---|---|---|---|
| Driveway Gravel | -0- | | ✓ | -0- | At Closing |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Grantor(s) agrees that the items checked for removal for salvage will be removed on or before 30 days after closing and expressly waives all claims for damage, injury or loss on account of such removal by him, or removal after this date by the City of Fayetteville, due to failure of Grantor(s) to complete removal by the designated date.

**COMPENSATION BREAKDOWN :**

APPRAISED VALUE of Real Estate Including Damages to Remainder $ 14,000.00

LESS SALVAGE VALUE- IMPROVEMENTS RETAINED $ -0-

NET PAYMENT DUE $ 14,000.00

The Grantor(s) agrees to put up bond at the time of closing of this transaction for the removal of improvements retained, in the amount of N/A .

Grantor(s) further agrees neither to sell nor encumber the said real estate during the term of the Contract to Sell. In the event that any buildings, fixtures, appurtenances, or other improvements are to pass to and become the property of the City in connection with the real property herein covered, Grantor(s) agrees to keep the same in good condition without waste, damage or destruction. Grantor(s) also agrees to allow the City permission to enter upon that part of the remaining property necessary for the sole purpose of removing any improvements acquired by the City, which lies outside the right of way, and not retained by the Grantor, or for the removal of foundations of improvements which are retained.

The City shall have the irrevocable right to exercise the "Contract to Sell" at any time within (90) days from date; and it is agreed that if, within the time above specified, the said City shall declare its intention to exercise this "Contract to Sell", including the right to purchase the said land, the Grantor(s) will sign and execute a Easement Deed when presented by the City and receive payment of the stated "Net Payment Due" from the said City less any amount that may be found due and payable to any mortgagee. Unless stated to the contrary herein the conveyance shall include buildings, improvements, and appurtenances to the land described. It is expressly understood that the said City shall not be obligated further unless stated herein to wit:

It is understood and agreed that closing costs will not accure to the Grantor(s) as the Grantee's Attorney will prepare the necessary documents for closing and the Grantee will pay the cost of recording all instruments conveying title to the City of Fayetteville.

No person lawfully occupying real property shall be required to move from a dwelling, business or farm operation without 30 days written notice from the date of payment of the consideration set forth herein.

The Arkansas State Highway Commission is hereby authorized and directed to make payment of the purchase funds for the conveyance to Richard L. & June Hill

Dated this 10th day of January, 20 01.

Richard L. Hill
Signature
SS# 430-42-5140

Clethe A. Hill
Signature by Richard L. Hill her Attorney in Fact
SS#

Signature
SS#

Signature
SS#

ACKNOWLEDGMENT

STATE OF Arkansas )
) SS
COUNTY Mississippi )

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting Richard L. Hill to me well known as the Grantor(s) in the foregoing Contract to Sell and State that he has executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public 10th day of January, 20 01.

OFFICIAL SEAL
SHERRY B. PRATT
NOTARY PUBLIC-ARKANSAS
MISSISSIPPI COUNTY
MY COMMISSION EXPIRES: 11-01-2010

Sherry Pratt
NOTARY PUBLIC

MY COMMISSION EXPIRES:

11-01-10

**Double Spring Rd.**
**A. 7. Page 11**

JOB: 40152 TR[redacted]: 5 DATE 1-10-01 FA[redacted] BRN-9142(1)

GRANTOR'S NAME: Richard L. & June Hill M Cau
FIRST MIDDLE LAST MARTIAL STATUS RACE
686 N. Double Springs Rd Fayetteville AR 72704
ROUTE-BOX-STREET CITY STATE ZIP PHONE # 501-443-1402

FIRST MIDDLE LAST MARTIAL STATUS RACE

ROUTE-BOX -STREET CITY STATE ZIP PHONE #

MORTGAGEE: None
NAME
ROUTE-BOX-STREET CITY STATE ZIP

Person Contacted 1-10-01 Richard Hill Place of Contact Tract Site

Date contract, brochure and first offer letter delivered 1-10-01

**1st CONTACT** 1-10-01 **2nd CONTACT** 1-30-01

**3rd CONTACT** 2-9-01 **4th CONTACT** 2-15-01

**ARE THEY RETAINING SIGN? YES:** _____ **NO:** _____

1. Ownership information correct? (Yes) No
2. Have you sold any part of property in past year Yes (No)
3. Is there a contract buyer? Yes (No)
4. Is there a lease? Yes (No)
5. Can this be closed by mail? (Yes) No
6. Offered to purchase uneconomic remnant? N/A Yes No
7. Purchased uneconomic remnant? N/A Yes No

## SIGNATURES

✓ Joint ownership -owner & spouse

_____ Individual ownership - owner & spouse If deceased - spouse, children & spouses Or if probate is pending and not closed - Take contract to owner's attorney for petition and court approval to AHC

_____ Life estate holder(s) and spouses

_____ Remaindermen (of life estate) and spouses

_____ Guardianship (Minor or incompetent) - Take contract to land owner's attorney for petition and court approval

_____ Divorced owners - (refer to divorce decree or/and property settlement (if exists) for exact owners of subject tract) - get new spouses signature, also.

_____ General Partnership - ALL partner's signatures

_____ Limited Partnership - managing partner's signature

_____ Corporation - 2 officers signatures

_____ Trustees - number as set out in by-laws (i.e. charters, lodges)

_____ City - Mayor or city clerk/ Bankruptcy Chapt. _____ Chapt. 11_____ Chapt. 12_____ Chapt. 13_____

_____ County - County Judge and County Clerk ($500.00 & under)

_____ Power of Attorney - Need Signature of Land Owner(s) by their Attny.-infact and signature of attny.-in Fact.

## DOCUMENTS OR/AND INFORMATION

_____ Partnership Agreement, Trust Agreement, Corporate Resolution, Board Resolution, Mortgagee Info-Name and address of Mtgee. And Loan No., Death certificate (if available) or death dates of ALL record owners, City Ordinance or/and Minutes of City Council meeting, County Court Order (over $500.00).

Sherry Pruitt
Negotiator

NEGOTIATORS NARRATIVE

1-10-01 Negotiater met with Mr. Richard Hill at the property site. Mr. Hill stated that his Wife (Jaime) is at the home in San Bernardino, Ca (24913 East Union San Bernardino, Ca 92410 Phone # 909-381-4655) and that she suffers from Alzheimers. He stated he does have her power of Attorney. Negotiater reviewed the right of way plans with Mr. Hill and presented brochure, offer letter and contract. Mr. Hill had mentioned to negotiater that he would like access to the south ½ of his property near the creek. Negotiater had mentioned this to City Engineer Jim Beaver and Ed Connell. Both stated that they had no problem granting Mr. Hill access thru the light station drive or he could develop his own drive. This information was relayed to Mr. Hill. Mr. Hill accepted the offer and signed the contract for both he and his wife stating that he would mail a copy of the power of attorney to negotiator. Ltr

Emergency Contact for Mr. Hill:

OPEN ONLY

Thursday - Friday - Saturday
11:00 a.m. - 5:30 p.m.

**CALIFORNIA WHOLESALE CO.**

Wholesale Sporting Goods

Telephone
888-5836
Area Code 909

JERRY BERMAN & SONS
24712 Sixth Street
San Bernardino, CA
92410-4596

Mr. Hill's Address & Phone # in San Bernardino
24913 East Union
San Bernardino, CA 92410
Phone: 909-381-4655 (Family Member)

NEGOTIATORS NARRATIVE

1-30-01 Negotiator called Mr. Hill to check on the copy of the power of Attorney Mr. Hill was suppose to mail to Negotiator. Mr. Hill stated that he had not been able to locate the document at their home on Double Springs Road and their son had not been able to locate it in their possession in California. Mr. Hill stated that he did not recall the name of the attorney who prepared the document or if the Power of Attorney had been recorded. He stated he is still searching. Negotiator advised Mr. Hill that the project needs to proceed and Supervisor will be advised regarding status of the Power of Attorney.

2-9-01 Negotiator called Mr. Hill to enquire about the copy of the Power of Attorney. Mr. Hill stated he absolutely could not locate the a copy of Power of Attorney. Negotiator asked if there was a possibility Mrs. Hill would be able to make her mark on the contract and understand what she was doing. Mr. Hill stated that she was not even capable of holding a pen and knowing what the pen was for. He can not recall the attorney's name that prepared the document. Negotiator asked about the possibility of obtaining a new Power of Attorney. Mr. Hill stated that he would have to get a statement from her physician and go before a court to see if they would declare Mrs. Hill incompetent. Negotiator advised Mr. Hill she would discuss the situation with Supervisor Randy Lewis and would be back in touch with Mr. Hill. SBP

NEGOTIATORS NARRATIVE

2-9-01 Negotiator explained the situation to Shirley Holmes who stated she would check to see if the Power of Attorney had been picked up by the Abstractor. Ms. Holmes later advised that the Circuit Clerk and County Clerk's records had been checked and there was no Power of Attorney on record. She stated that the City of Fayetteville had obtained an easement from June and Richard Hill on 10-10-00 and that they might have obtained a copy. Negotiator called Jill Doddard, Land Agent for City of Fayetteville, and Ms. Doddard stated that she did not have a copy of easement or P of A from Richard & June Hill but that it may have been obtained by EST and referred Negotiator to Brian Moore with EST. Negotiator spoke with Ms. Moore at EST (501-751-8733) and he stated he would check their records and call the Negotiator back.

2-15-01 Brian Moore with EST stated they did not have a copy of the Power of Attorney.

2-15-01 Negotiator called Ms. Hill and told her that we had not been able to obtain a copy from any source of the Power of Attorney and that our only recourse was to submit the file for condemnation. Negotiator explained that the just compensation would be deposited with the Circuit Clerk in Washington County and that he would be permitted to withdrawl these funds. Ms. Hill stated that this would be fine with him. He also stated that Ms. Hill had fallen and broken a hip and was now in the Well Rose Villa Nursing Home

NEGOTIATORS NARRATIVE

in San Bernardino, California. SBP
(Del Rosa Villa, 2018 Del Rosa Avenue, San Bernardino CA 92404 Ph:909-885-3261)

2-15-01 Negotiator talked with the Administrator of the Del Rosa Villa and explained our search for a Power of Attorney from June Hill to Richard Hill. She stated that California law allowed for a spouse to approve for and therefore they had not required such a document. SBP

2-15-01 File submitted for condemnation due to inability to secure a copy of the Power of Attorney for June Hill to Richard L. Hill. SBP

2-16-01 Mr. Hill is continuing to locate his POA. Packet is forward for approval. Mr. Hill signed his name & the Attorney in Fact for his wife. RL

2-22-01 I talked with Ed Connell of City of Fayetteville. He had talked with Mr. Hill & he is unable to find his POA. Mr. Connell requested we send the packet to them for condemnation as they could not get adequate signatures to assure clear title. This packet is being remanded for condemnation.

RL

# APPRAISAL REPORT
# FOR
# ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

JOB: 040152 PROJECT: BRN-9142(1) County: Washington TRACT: 5

LOCATION: Owl Creek Str. & Apprs.

FEE OWNER(S): Richard L. and June Hill H/W
ADDRESS: 686 No. Double Springs Rd., Fayetteville, AR 72704
PHONE: 501-443-1402

TENANT(S): 909-381-4655 Calif. (family member)
ADDRESS: 24913 East Union San Bernardino, Ca. 92410
PHONE:

AREA OF WHOLE: 2.44± acres
AREA OF REMAINDER: 2.02± acres
AREA OF ACQUISITION: 0.42± acre
(Title Certificate and Legal Descriptions Attached)

PERMANENT EASEMENT(S):
TEMPORARY EASEMENT(S):

**ESTATE APPRAISED:** Fee Simple

**HIGHEST & BEST USE:**

Highest and Best Use is defined as "that reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in highest land value."

**PURPOSE OF APPRAISAL:**

To estimate the Fair Market Value of described property, including all damages and/or benefits that are allowed under State law to the remaining property, as just compensation for the property acquired.

**MARKET VALUE CONCEPT:**

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

**ALLOCATION OF COMPENSATION**

| | | | |
|---|---|---|---|
| Land: 0.42 acre x $33,000/acre = | Rnd | $ | 13,875.00 |
| Improvements: Driveway gravel | | $ | 125.00 |
| Cost To Cure Items: | | $ | |
| Sign Relocation/Purchase: | | $ | |
| Permanent Easements: | | $ | |
| Temporary Easements: | | $ | |
| **TOTAL COMPENSATION AS OF November 8, 2000** | | $ | 14,000.00 |

COMMENTS: the contractor will handle Fencing. Tree value in the acquisition is included in the land value. As per Roadway Design add driveway at Station 45+25±.

Date: November 13, 2000

George Hohnbaum

George Hohnbaum, Appraiser

COPY

ALL BEARINGS SHOWN ARE BY SOLAR OBSERVATION

T-16-N, R-31-W

SWSE 10

NWSE 10

SESE 10

NESE

Plot Plan- Tract # 5
Total Area: 2.44 ±ac.
To Acquire: 0.42 ±ac.
Residual: 2.02 ±ac.

T.C.E # ±
Scale: 1" = 100'
Job #: 040152

| JOB NUMBER | FEDERAL AID PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| | RIGHT OF WAY | | |
| 040152 | | 3 | |
| | CONSTRUCTION | | |
| | | | |

02/27/2001 13:44 501-569-2018

1 RES.-31.07 AC. ±

2 RES.-36.79 AC. ±

2E TCE

3 RES.-0

4 RES.-0

5 RES.-2.02 AC. ±

6 RES.-.479 AC. ±

7 RES.-0.83 AC. ±

8 RES.-0.09 AC. ±

PC Sta-35+63.72

PT Sta-37+16.05

PI Sta-39+47.18

PC Sta-43+36.09

PT Sta-46+54.28

PI Sta-36+71.04

PC Sta-37+81.91

PT Sta-41+05.37

PI Sta-44+95.53

Δ=20°36'02" LT.
D=8°14'08"
T=107.32'
L=212.33'
R=690.59'

Δ=09°15'41" LT.
D=12°54'38"
T=159.44'
L=318.19'
R=1968.50'

L-358.67'
R-669.76'

L-308.29'
R-609.76'

L-204.54'
R-560.59'

L-913.95'
R-803.55'

DOUBLE SPRINGS RD.

EXIST. R/W

PROP. R/W

WOOD BARN

WOOD FENCE

METAL BARN

OWL CREEK

ABILENE CR.

AHTD RIGHT OF WAY

PA Double Spring Rd.
A. 7. Page 17

**ORDINANCE NO. _____**

AN ORDINANCE CODIFYING ORDINANCE 3900 OF THE CITY OF FAYETTEVILLE, ARKANSAS AND AMENDING SAID ORDINANCE TO PROVIDE PENALTIES AND ENFORCEMENT, ALLOWING EXAMINATION OF RECORDS AND INVESTIGATIONS, AND PROVIDING FOR RULE MAKING POWER.

**WHEREAS**, a Special Referendum Election was held in the City of Fayetteville, Arkansas on the 14th day of November, 1995, on the question of levying an additional tax of an additional tax of 1% on gross receipts of hotels, motels and restaurants (known as the Parks HMR tax) and;

**WHEREAS**, the Special Election resulted in a majority of the voters in favor of such tax and the election was duly certified by the Washington County Board of Elections on November 15th, 1995, and;

**WHEREAS**, this ordinance should be codified as Sections 35.31, 35.32 and 35.99 as printed in the current Fayetteville Code of Ordinances, and;

**WHEREAS**, the City wishes to allow for the examination of taxpayer records and investigations to assist in the fair and accurate collection of the Parks Hotel, Motel and Restaurant tax and;

**WHEREAS**, provisions are needed for penalties against those who fail to comply with the Parks HMR tax ordinance and;

**WHEREAS**, the City believes that promulgating rules and regulations in administering the Parks HMR tax will be beneficial in fairly and accurately interpreting the provisions of the Parks HMR tax.

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

Section 1. That Ordinance 3900 shall be codified as Sections 35.31, 35.32 and 35.99 of the Code of Fayetteville.

Section 2. That §35.33 of the Code of Fayetteville is hereby added as follows:

*§35.33 Penalties and Enforcement.* The City may assess penalties and interest against taxpayers who fail to timely report or pay the tax. The penalty shall be equal to five percent (5%) of the unpaid tax amount per month not to exceed a total assessment of thirty-five percent (35%) of the unpaid tax. Simple interest on unpaid taxes shall be assessed at the rate of ten percent (10%) per annum. In addition, the City may exercise all powers listed under A.C.A.§26-75-603 (c) as may be amended from

time to time and shall utilize the provisions of A.C.A. §26-75-603 (d) and (e) as may be amended from time to time in enforcing the tax.

Section 3. That §35.34 of the Code of Fayetteville is hereby added as follows:

*§35.34 Examinations and Investigations*. The collector of the tax in order to enforce the tax, by determining the accuracy of taxpayer reports and remittances, or fixing any liability under the ordinance, may make an examination or investigation of the place of business, the tangible personal property, equipment, and facilities, and the books, records, papers, vouchers, accounts, and documents of any taxpayer or other person. Every taxpayer or other person and his agents and employees shall exhibit to the collector these places and items and facilitate any examination or investigation.

Section 4. That §35.35 of the Code of Fayetteville is hereby added as follows:

*§35.35 Rules and Regulations*. The City after notice and public hearing may pass any rules and regulations necessary for carrying into effect the provisions for the enforcement of this ordinance.

**PASSED AND APPROVED** this _____ day of _____, 2001.

APPROVED:

BY: _____
**DAN COODY**, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

**ORDINANCE NO. _____**

AN ORDINANCE AMENDING §35.20 OF THE CODE OF FAYETTEVILLE (ORDINANCE NO. 2310, AS AMENDED), TRANSIENT OCCUPANCY TAX, LEVY OF TAX TO PROVIDE PENALTIES AND ENFORCEMENT, ALLOWING EXAMINATION OF RECORDS AND INVESTIGATIONS AND PROVIDING FOR RULE MAKING POWER.

WHEREAS, the City wishes to allow for the examination of taxpayer records and investigations to assist in the fair and accurate collection of the Hotel, Motel and Restaurant tax (hereinafter HMR tax) and;

WHEREAS, provisions are needed for penalties against those who fail to comply with the HMR tax ordinance and;

WHEREAS, the City believes that promulgating rules and regulations in administering the HMR tax will be beneficial in fairly and accurately interpreting the provisions of the HMR tax.

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

Section 1. That §35.25 of the Code of Fayetteville is hereby added as follows:

*§35.25 Penalties and Enforcement.* The Commission may assess penalties and interest against taxpayers who fail to timely report or pay the tax. The penalty shall be equal to five percent (5%) of the unpaid tax amount per month not to exceed a total assessment of thirty-five percent (35%) of the unpaid tax. Simple interest on unpaid taxes shall be assessed at the rate of ten percent (10%) per annum. In addition, the commission may exercise all powers listed under A.C.A.§26-75-603 (c) as may be amended from time to time and shall utilize the provisions of A.C.A. §26-75-603 (d) and (e) as may be amended from time to time in enforcing the tax.

Section 2. That §35.26 of the Code of Fayetteville is hereby added as follows:

*§35.26 Examinations and Investigations.* The collector of the tax in order to enforce the tax, by determining the accuracy of taxpayer reports and remittances, or fixing any liability under the ordinance, may make an examination or investigation of the place of business, the tangible personal property, equipment, and facilities, and the books, records, papers, vouchers, accounts, and documents of any taxpayer or other person. Every taxpayer or other person and his agents and employees shall exhibit to the collector these places and items and facilitate any examination or investigation.

Section 3. That §35.27 of the Code of Fayetteville is hereby added as follows:

*§35.27 Rules and Regulations*. The commission after notice and public hearing may pass any rules and regulations necessary for carrying into effect the provisions for the enforcement of this ordinance.

**PASSED AND APPROVED** this _____ day of _____, 2001.

APPROVED:

BY: _____
**DAN COODY**, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

**ORDINANCE NO. _____**

AN ORDINANCE AMENDING ORDINANCE 3875 TO CHANGE THE NAME OF THE JUVENILE CONCERNS COMMITTEE TO YOUTH ADVOCACY COMMITTEE.

**WHEREAS**, the members of the Juvenile Concerns Committee believe the committee should be renamed as the Youth Advocacy Committee to better reflect the work and purpose of the committee.

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

Section 1. That Ordinance Number 3875 is hereby amended to change the name of the Committee from Juvenile Concerns Committee to Youth Advocacy Committee wherever the name is referenced throughout the ordinance.

**PASSED AND APPROVED** this _____ day of March, 2001.

APPROVED:

BY: _____
**DAN COODY**, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

**TENTATIVE AGENDA**
**CITY COUNCIL**
**MARCH 20, 2001**

A meeting of the Fayetteville City Council will be held on March 20, 2001 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:** Approval of the minutes of the March 6, 2001 City Council ~~minutes~~. MEDINA.

2. **LS 01-4.00:** A resolution allowing a lesser dedication of right-of-way than required by the ~~Master~~ Street Plan for LS 01-4.00 submitted by David E. Lashley on behalf of Marty Pauline Reed Trust for property located at 2283 S. School. The property is zoned C-2, Thoroughfare Commercial and contains approximately 3.01 acres. ~~The request is split into two tracts of 2.49 acres and 0.51 acres.~~

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

4. **WHITE RIVER BRIDGE:** A resolution approving a construction contract with J&L Construction Company, for the White River Bridge, Highway 45 E., water main relocation project; and approval of a 15% project contingency in the amount of $41,230. — check $

5. **WHITE RIVER BRIDGE:** A resolution approving Amendment No. 1 to the engineering contract with McClelland Consulting Engineers, Inc. for the White River Bridge, Highway 45 E., water main relocation project; and approval of a 15% project contingency in the amount of $4,488.

6. **LIBRARY:** A resolution approving a contract amendment for architectural services for the new Fayetteville Public Library and approval of a budget adjustment funding the change orders.

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

7. **DOUBLE SPRINGS ROAD:** A resolution authorizing the City Attorney to seek possession of lands owned by Richard L. and June Hill, 686 N. Double Springs Road, for roadway and water line easements due to the inability of obtaining all legal signatures on the specific documents. –

NEW BUSINESS

## B. OLD BUSINESS

1. **CIVIL SERVICE:** An ordinance granting authority to the Fayetteville Civil Service Commission to appoint and remove the Police and Fire Chief; and for other purposes. The ordinance was left on the second reading at the March 6, 2001 City Council meeting.

2. **RZ 01-2.00:** An ordinance approving rezoning request RZ 01-2.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of J.E. Lindsey Family Limited Partnership for property located south of Chamberland Square and east of Betty Jo Drive to Shiloh Drive. The property is zoned C-2, Thoroughfare Commercial and contains approximately 18.25 acres. The request is to rezone to R-2, Medium Density Residential. The ordinance was left on the first reading at the March 6, 2001 City Council meeting.

3. **SHILOH WEST APARTMENTS:** An ordinance approving a waiver of Ordinance 3793 to accept land and money in lieu as park land requirement of Shiloh West Apartments Subdivision. The ordinance was left on the first reading at the March 6, 2001 City Council meeting.

## C. NEW BUSINESS

1. **TRAILS GRANT:** A resolution authorizing the Parks and Recreation Division to apply for up to $80,000 (80/20 matching funds) in grant money for the development of a multi-use trail at Lake Fayetteville.

2 – RADIO - BID WAIVER –

3. –**RADIO SYSTEM:** A resolution awarding a contract to Motorola Inc. in the amount of $1,769,013.54 to upgrade and enhance the 800 Mhz Radio System, construct a radio building at tower site in the amount of $48,000, project contingency of $40,000 and approval of a budget adjustment to complete Phase I.,

CONSENT #4

**TREE AND TRAILS TASK FORCE:** A resolution creating a Tree and Trails Task Force composed of six members, all residents of Fayetteville, appointed by the City Council to two year terms as required by the Tree Settlement Agreement.

**VA 01-2.00:** An ordinance approving vacation request VA 01-2.00 as submitted by Al Harris of Crafton, Tull and Associates on behalf of Scurlock Industries for property located at 3725 S. McCollum. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 14.38 acres. The request is to vacate a water line easement.

**LSD 01-1.00:** A resolution approving a waiver of right-of-way dedication for Old Gregg Avenue as requested for LSD 01-1.00 submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Sweetser LTD Partnership for property located between Elm and Township and west of Gregg Street.

6. Double Signs.

7. HMR

8. HMR

9. Juvenile Careers

10. Taking Resolutions.

March 13, 2001

**AGENDA SESSION**
**CITY COUNCIL**
**MARCH 20, 2001**

**New Items:**

1. (7) **Parks HMR Tax:** An ordinance codifying Ordinance 3900 of the City of Fayetteville, Arkansas and amending said ordinance to provide penalties and enforcement, allowing examination of records and investigations, and providing for rule making power.

2. (8) **HMR Tax:** An ordinance amending Section 35.20 of the Code of Fayetteville (Ord. 2310, as amended), Transient Occupancy Tax, levy of tax to provide penalties and enforcement, allowing examination of records and investigations and providing for rule making power.

3. **Juvenile Concerns:** An ordinance amending Ordinance 3875 to change the name of the Juvenile Concerns Committee to Youth Advocacy Committee.

4. **Takings:** A resolution opposing House Bill 2343 and 2305. Priv. Prop. Protection Act

5. (HB) **Radio Equipment Bid Waiver:** An ordinance waiving competitive bidding for purchase of special radio equipment from Motorola.

**Additional information:**

1. **LS 01-4.00:** Map for item A.2.

**DRAFT TENTATIVE AGENDA**
**CITY COUNCIL**
**MARCH 20, 2001**

A meeting of the Fayetteville City Council will be held on March 20, 2001 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:** Approval of the minutes of the March 6, 2000 City Council minutes.

**B. OLD BUSINESS**

**C. NEW BUSINESS**

1. ✓ **TRAILS GRANT:** A resolution approving the application for $80,000 in grant money from the 2001 Arkansas Recreational Trails Fund.

2. **RADIO SYSTEM:** A resolution awarding a contract to Motorola Inc. in the amount of $1,769,013.54 to upgrade and enhance the 800 Mhz Radio system, construct a radio building at tower site in the amount of $48,000, project contingency of $40,000 and approval of a budget adjustment to complete Phase I. Purchase of a generator will follow.

Need info

3. **AD 01-5.00:** A resolution for AD 01.5.00 creating a Tree and Trails Task Force composed of six members, all residents of Fayetteville, appointed by the City Council to two year terms as required by the Tree Settlement Agreement.

Need info.

4. **VA 01-2.00:** An ordinance approving vacation request VA 01-2.00 submitted by Al Harris of Crafton, Tull and Associates on behalf of Scurlock Industries for property located at 3725 S. McCollum. The property is zoned I-1, Heavey Commercial/Light Industrial and contains approximately 14.38 acres. The request is to vacate a water line easement.

Need info

5. **LS 01-4.00:** A resolution allowing a lesser dedication of right-of-way than required by the Master Street Plan for LS 01-4.00, submitted by David E. Lashley on behalf of Mary Pauline Reed Trust for property located at 2283 S. School. The property is zoned C-2, Thoroughfare Commercial and contains approximately 3.01 acres. The request is to split into two tracts of 2.49 acres and 0.51 acres.

need info

Consent

6. **LSD 01-1.00:** A resolution approving a waiver of right-of-way dedication for Old Gregg Avenue as requested in Section 166.10 ~~(~~ for LSD 01-1.00 submitted by Dave Jorgensen of Jorgensen and Associates on behalf of Sweetser LTD Partnership for property located between Elm and Township and west of Gregg Street.

need info