

A G E N D A

FAYETTEVILLE CITY COUNCIL MEETING

January 6, 1998

THE AGENDA FOR THE COUNCIL MEETING WAS SET ON THE TUESDAY BEFORE THIS MEETING. ANY ITEM A CITIZEN WANTS PRESENTED TO THE COUNCIL NOT ON THIS AGENDA MUST BE INTRODUCED AT THE NEXT AGENDA SESSION OR BE BROUGHT UP BY AN ALDERMAN AT THAT SESSION FOR DISCUSSION AT THE FOLLOWING MEETING.

- 1 **CONSENT AGENDA:** Consideration of items which may be approved by motion, or contracts and leases which can be approved by resolution, and which may be grouped together and approved simultaneously under a "Consent Agenda":
 - A. Minutes of the December 16, regular City Council meeting;
 - B. A resolution approving an engineering contract with Anderson - Green Engineers, Inc. in an estimated amount of \$30,500 for engineering services in conjunction with the proposed HVAC System Upgrade project; **01-14**
 - C. Removed from consent agenda; COPS MORE grant; now 3A; **15-60**
 - D. Approval of the application for a continuation of the Federal grant to support the Fourth Judicial District Drug Task Force and a funding resolution in the amount of \$42,247.00; **61-88**
 - E. A resolution approving the acquisition (\$50,000) plus closing costs for the property and improvements from the estate of Ella Elizabeth Caudle located at 295 North Crossover Road in association with the widening of Highway 265 and approval of a budget adjustment; **89-108**
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- 2 **OLD BUSINESS:** Items that have been brought before the Council but were tabled or no decision made to allow further discussion or more information to be presented.

- A. **ANNEXATION RZA97-17 & REZONING RZ97-20:** Ordinances annexing and rezoning 76.95 acres located north of Mission Blvd. and east of Blue Mesa Drive as submitted by Marc Crandall on behalf of Gary Atha. Request is to annex the property and rezone it from A-1, Agricultural to R-1, Low Density Residential.

These ordinances were left on the first reading at the December 16 Council meeting.

- 3A **COPS MORE GRANT:** A resolution accepting the COPS MORE Grant in the amount of \$80,999 for the purchase of mobile computing equipment, the hiring of a civilian report taker, and approving a budget adjustment; **1.15-1.60**

- 3 **REZONING RZA97-24:** An ordinance annexing 1.68 acres located at 4015 East Huntsville Road as submitted by William Greenhaw on behalf of Wanda Sims.

The Planning Commission voted 8-0-0 to recommend the annexation.

- 4 **REZONING RZ97-25:** An ordinance rezoning 1.68 acres located at 4015 East Huntsville Rd. from A-1, Agricultural to R-1, Low Density Residential as requested by William Greenhaw on behalf of Wanda Sims.

The Planning Commission Voted 8-0-0 to recommend the rezoning.

- 5 **EQUIPMENT PURCHASE:** A resolution awarding Bid 97-60 to the qualified bidder meeting specifications, Shipley Motor Co., for the purchase of a cement truck in the amount of \$130,317 and approving a budget adjustment.

- 6 **WATER & SEWER SYSTEM IMPROVEMENTS:** A resolution approving a construction contract with Fayette Tree and Trench in the amount of \$115,489.50 plus a project contingency of \$20,000 for water and sanitary sewer system improvements on Sherman Ave. and Fifth St. and approving a budget adjustment.

- 7 **ALDERMEN/STAGGERED TERMS:** An ordinance to bring aldermanic elections into compliance with state law requiring staggered terms.
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- 8 **HIGHWAY DEPARTMENT:** A resolution concurring in the Arkansas Highway and Transportation Department's proposed design of State Highway 265.
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- 9 **CONDEMNATION:** An resolution authorizing the City Attorney to seek condemnation of certain lands along Gregg Avenue in Fayetteville and Wilkerson Avenue in the City of Johnson, Arkansas, in conjunction with the required right of way and temporary easements for the Mud Creek Bridge improvement and approaches thereto.
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- 10 **NOMINATING COMMITTEE:** A resolution making the nominating committee a committee of the whole of the Fayetteville City Council.
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- 11 **PARKING REQUIREMENTS:** An ordinance repealing Ord. 3962 (parking waivers in C-3 and C-4) and adopting sections of Ord. 3870 repealed by Ord. 3962, thereby returning parking requirements in C-3 and C-4 to the original requirements in Ord. 3870.
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- 12 **OTHER BUSINESS:** Consideration by the Council of items that may have been presented after the agenda was prepared and distributed.

Only items presented by the City Council or City Staff may be discussed at this time. If the public has an item they wish the Council to consider, the item has to be presented at a Council Agenda Session which is held on Tuesday preceding the Council meeting at 4:30 p.m. in Room 326 of City Hall. Or, a citizen may contact an alderman and request the item be presented at the Agenda Session to be placed on an agenda.

VOTING RECORD
Meeting of the City Council
January 6, 1998

	ROLL	
MILLER	Y	
WILLIAMS	Y	
SCHAPER	Y	
DANIEL	Y	
YOUNG	Y	
ZURCHER	Y	
TRUMBO		
PETTUS	Y	
MAYOR HANNA		

	CONSENT	
MILLER	1) Y	
WILLIAMS	Y	
SCHAPER	Y	
DANIEL	Y	
YOUNG	Y	
ZURCHER	Y	
TRUMBO		
PETTUS	Y	
MAYOR HANNA		

RES.
RES.
RES.

VOTING RECORD
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	RZA97-17			RZ97-20			COPS	
							GRANT	
	②			②				
MILLER							2)	Y
WILLIAMS								Y
SCHAPER							1)	Y
DANIEL								Y
YOUNG								Y
ZURCHER								Y
TRUMBO								
PETTUS								Y
MAYOR HANNA								
	LEFT ON 2ND READING			LEFT ON 2ND READING			RES.	

	RZA97-24			RZ97-25			EQUIP.	
							PURCHASE	
	①	②		①	②			
MILLER	Y			1) Y				Y
WILLIAMS	Y			Y				Y
SCHAPER	1) Y			Y			2)	Y
DANIEL	Y			Y				Y
YOUNG	Y			Y				Y
ZURCHER	Y			Y			1)	Y
TRUMBO								
PETTUS	Y			Y				Y
MAYOR HANNA								
	LEFT ON 2ND READING			LEFT ON 2ND READING				

VOTING RECORD
Meeting of the City Council
January 6, 1998

	WQ'S	ALDERMEN	265 HWY	CONDEM.
	IMPROVE.	TERMS	DESIGN	
		①	TABLE	2ND ORD. ①
MILLER	Y	Y	Y	Y
WILLIAMS	Y	Y	Y	Y
SCHAPER	Y	Y	Y	N
DANIEL	Y	Y	Y	Y
YOUNG	Y	Y	Y	Y
ZURCHER	Y	Y	Y	N
TRUMBO				
PETTUS	Y	Y	Y	A
MAYOR HANNA				
	RES.		RES.	RES.

	NOMINAT.	PARKING ORD.	TERMS
	COMM.	RES.	②
MILLER	Y	N	
WILLIAMS	Y	N	
SCHAPER	N	Y	
DANIEL	Y	N	
YOUNG	N	Y	
ZURCHER	N	Y	
TRUMBO			
PETTUS	Y	N	
MAYOR HANNA			
	NO	FAILED	LEFT ON 2ND READING

FINAL AGENDA

Council Meeting Jan. 6

Given to you at agenda session:

- Drug Task Force Grant (number this 1.61-1.88)
- Acquisition of Caudle property (number this 1.89-1.108)
- Condemnation --replace w/information attached here (#9)
- Nominating Committee (number this 10.01)

Note:

- COPS MORE Grant was removed from consent agenda. It is now 3A of regular agenda.

Attached here:

- Minutes of the Dec. 16 Council meeting
- Ordinance re aldermen's terms (7.09)
- Highway Department (#8)
- Condemnation--replaces agenda session info (#9)
- Parking ordinance (#11)
- Informationals (#13)

AGENDA SESSION DISTRIBUTION CHECKLIST

DATE: 12/6 C.C. mtg.

HANDOUTS:

Res. re Caudle property
Res. re Nominating Com
~~Housing Board Nomination~~
Res. re Drug Grant
Condemnation

DISTRIBUTED TO:

<u>X</u> Stephen Miller	<u>X</u> Jerry Rose
<u>X</u> Kit Williams	<u>X</u> Alett Little
<u>X</u> Cyrus Young	<u>✓</u> Steve Davis
<u>X</u> Randy Zurcher	<u>✓</u> NWAT
<u>X</u> Trent Trumbo	<u>X</u> M. News
<u>X</u> Donna Pettus	<u>✓</u> KIX
<u>X</u> Len Schaper	<u>✓</u> Democrat-Gazette
<u>✓</u> Heather Daniel	<u>X</u> Robyn/Lana
<u>✓</u> Mayor Hanna	<u>✓</u> Jane
<u> </u> Phyllis Rice	
<u>X</u> Ben Mayes	
<u>X</u> Kevin Crosson	
<u>X</u> Charlie Venable	

NOTES:

A MEETING OF THE FAYETTEVILLE CITY COUNCIL

A meeting of the Fayetteville City Council was held on Tuesday, December 16, 1997, at 6:30 p.m., in the Council Room of the City Administration Building, 113 W. Mountain, Fayetteville, Arkansas.

PRESENT: Aldermen Donna Pettus, Stephen Miller, Kit Williams, Len Schaper, Heather Daniel, Cyrus Young, Randy Zurcher, and Trent Trumbo; City Attorney Jerry Rose; Deputy City Clerk Jane Heth; staff; press; and audience.

ABSENT: Mayor Hanna

Acting as Assistant Mayor, Alderman Kit Williams called the meeting to order with eight aldermen present.

NOMINATING COMMITTEE REPORT

Alderman Daniel moved to nominate Charles Wallace and Truman Smith to the Airport Board and Jan Judy and Bill Ackerman to the Parks & Recreation Board. Alderman Zurcher seconded. Upon roll call, the motion carried on a vote of 8 to 0.

CONSENT AGENDA

Alderman Williams introduced consideration of items which may be approved by motion or contracts and leases which can be approved by resolution and which may be grouped together and approved simultaneously under a consent agenda:

- A. Minutes of the December 2 regular City Council meeting;
- B. A resolution authorizing the Mayor and City Clerk to execute a lease with Fayetteville School District No. 1 for a park at Washington Elementary School;

RESOLUTION 115-97 AS RECORDED IN THE CITY CLERK'S OFFICE.

- C. A resolution approving payment of \$25,000 plus a contingency of \$5,000 to the Arkansas Highway and Transportation Department for acquisition of road right of way and temporary construction easements by the AHTD in association with the Mud Creek Bridge Improvement Project on Gregg Avenue;

RESOLUTION 116-97 AS RECORDED IN THE CITY CLERK'S OFFICE.

Alderman Trumbo stated a citizen who lives west of Washington Elementary School has asked if this would be a more utilized city park in a residential area.

Alderman Williams thought it might increase the use. The City has done this around schools all over town and it is not unusual.

Alderman Schaper moved the consent agenda. Alderman Miller seconded. Upon roll call, the motion carried on a vote of 8 to 0.

OLD BUSINESS

NEW PAY RANGES AND STEP RATES

Alderman Williams introduced a request to reconsider a resolution adopting new step rates for civil service fire and police and adopting revised pay ranges for hourly, salaried, and executive employees as recommended by staff and Hay Management Consultants effective with 1998 payroll No. 2 beginning December 29, 1997. This resolution failed with a vote of 4-2 at the December 2 Council meeting.

Alderman Young moved to reconsider. Alderman Daniel seconded. Upon roll call, the motion carried on a vote of 7 to 1, with Alderman Zurcher voting no.

Ben Mayes, Administrative Services Director, gave a history of this process. In 1989, the City and the Hay Consultant Group undertook a comprehensive pay plan study, which was adopted January 1, 1990. The primary objective of the pay plan was to allow the City, as an employer, to be competitive in the marketplace. As a part of the plan, the City does a survey to make sure the pay ranges are competitive. This is the biannual update. This has been successful in reducing turnover and attracting good employees.

Mayes stated that even though there is one plan that covers the City, there are two groups of employees within the plan. The first group is non-civil service employees. They are paid on a merit system. Civil service includes police and fire uniformed officers only. Every non-civil service job is graded based on qualifications, education requirements, etc. Each grade is assigned a salary range. On an employee's anniversary date, an appraisal is done. Raises are based on that appraisal. An adjustment in the pay range for non-civil service employees will slide that scale by the requested amount, 6%. There is no immediate raise.

Mayes stated the civil service employees have a step and grade scale. An officer starts on step A. Step B is paid on the first anniversary. You go to step C on the second anniversary, etc. If you are promoted, you move up to the next higher step.

Mayes stated that when the Council approves a pay plan adjustment for the step people, the civil service people, all the steps go up, this year 3% and 5%. What that means is that everyone will receive a raise the day the increase is approved. This is different from non-civil service. Additionally, they will go to the next step on their anniversary date.

Mayes stated that this year in comparing the survey results to the current City pay, we used the City's 20-year pay, the maximum paid for a ranked position. He apologized for not disclosing this change. It was done for a good reason and should have been better explained. In the past, the City took these surveys and tried to make them equivalent to our step G. This year we attempted to make the survey equivalent to our 20-year highest pay by rank. It was done to simplify and to get better results. It just happens that the percentages are not as high this year as they have been the last couple of years. He stated this is not a result of the way the survey was done, but is what the marketplace shows. This is factual, with no political pressure. It is non-biased. No one has a problem with the survey itself. They are just asking us to use step G as opposed to the 20-year step.

Mayes stated it is staff's opinion that it is a good survey and the raises are appropriately calculated. He proposed having the Council pass the pay plan as presented. If the Council is uncomfortable doing that, he asked them to allow staff until the second meeting in January to go back to the 36 cities and change the surveys from 20-year back to our step G equivalent. He stated he is not comfortable using our survey with our current step G.

Mayes stated the firefighters agree that if the Council wants to not pass it the way it is, the Council can give staff until the second meeting in January to go back and make the surveys equivalent to the step G. The surveys and calculations will be redone and submitted to the Hay Group, as always, then brought back to the Council. He stated there are no guarantees on what the percentages would do.

Mayes stated the impact on the budget of changing it to step G today would be an impact of approximately \$103,000 on the general fund. A way to fund this would be to delay the hiring of all new positions in the general fund by two months. This will allow us to save the money needed, if the percentages go up a point or two.

Mayes stated they'd tried to make the survey simpler and better in order to get good participation. He stated everyone supports the pay plan and are working together. The only disagreement is on this one piece of it.

Alderman Young asked if Mayes was suggesting taking police and fire out of the plan right now and passing the rest of it.

Mayes agreed, but only if the Council is not comfortable passing the entire change. If the civil service was not passed, he would like to see the other passed in order to cover any January anniversary dates and so that a retroactive calculation won't have to be done. If it is not passed until January, it will be made retroactive.

Don Bailey, Personnel Director, stated it may be optimistic to suggest a re-survey could be done by January. What has been questioned is the fire and police survey techniques.

Bailey stated the fire survey is more complicated than the police survey because of the types and kinds of compensation. Analyzing raw pay data is not routine or straightforward. There are a great number of differing methodologies of paying fire employees, and they are not administered in any uniform manner. He listed many variables. The perception of what base pay is varies from jurisdiction to jurisdiction.

Bailey stated if you complicate the survey and make it more lengthy, you heighten chances it won't be completed and returned. The survey was expanded from 21 to 36 cities, which gives enough breadth to compensate for any lack of depth in the survey. The size was increased so the anomalies would be worked out in the arithmetic.

Bailey stated this pay plan did not define or place limitations on survey methodology or additional employee compensation. As an example, 70% the firefighters receive an annual amount of \$520 more than the stated step amount because they are EMT qualified now. That \$520 is not utilized in determining whether they are underpaid or overpaid. He stated there are pluses and minuses in the survey, but on balance the recommended pay ranges are an accurate representation of the market. He stated he holds to the recommendation originally made to the Council.

Alderman Young stated he had assumed the Hay Group had done this and asked why they hadn't.

Bailey responded he is operating under their guidelines. He stated they charge \$200 an hour.

Mayes added that the City has always done the work and then submitted it to Hay. It is a matter of economics.

Bailey stated that over a two-month period, he had spent between 80 and 120 hours working on this.

Bailey agreed the bottom line is that basically the way the question was asked this year is different from the way it was asked in the past. Five things were asked: What is your highest paid person; what is your entry rate; what is your middle rate, what is the low; and what is the high.

Alderman Young asked if this was in compliance with the Hay Group guidelines.

Bailey replied there are many ways to approach this. The Hay Group does not direct any one way. As long as it is within the parameters, they will approve it. The end result is essentially the same.

Alderman Williams stated this appears to be a more objective and easier way to do it.

Mark Stephens, President of the Firefighters Association, stated this was brought to the Council's attention because they feel that comparing the 20-year longevity top out was unfair based on other cities' policies of instituting longevity pay. We are penalized every time we promote and change positions. He stated they are asking that it be eliminated for comparison in the survey and for comparison on our part. They prefer a simple question asking for the pay excluding longevity, that it not be considered at all.

Alderman Young asked if Stephens would prefer to have the fire left in if the Council passes it or be left out and redone.

Stephens replied they prefer it to be set aside, pass it for the non-civil service and redo the survey and come back later for civil service.

Stephens stated that in the past surveys, the 10-, 15-, and 20-year have not been increased proportionally with the percentages presented by the Hay Group. They have stayed at a consistent level of \$500 above the G or H step and \$500 more for 15-year and \$500 more for 20-year. They have not increased percentage-wise with the other steps on the page. He asked if the longevity pay would be increased and made like a regular step. It hasn't been in the past. It was a bonus reward for dedicated service in that rank.

Alderman Daniel asked if the Council votes to exclude the civil service, would it be refigured and the Council have a choice.

Stephens stated the choice is the Council's. They are not questioning the figures. They support having it redone, honoring the other employees, and passing the budget. They are just asking for the longevity to be taken out.

Alderman Williams pointed out the only disadvantage would be to the battalion chief; but since 1992, the battalion chief's pay has been raised more than any other City employee's pay, an average of more than 5% a year. The firefighter's pay has been raised the second highest, an average of 4.3% a year.

Alderman Schaper stated these numbers are the range changes. It is in addition to the step. The actual increase has been considerably more.

Alderman Schaper stated the issue is how the question was asked. If you ask what the absolute maximum pay is, the answer you get is what you use to compare to our person doing the same thing. He stated he would not like to put our personnel folks through redoing a survey to come up with what might be a more subjective answer and one that may not make any difference at all.

Alderman Miller moved to pass the pay raises for non-civil service and to refer the civil service back to restudy, as was offered by staff. Alderman Pettus seconded.

Alderman Young verified that would be sending the civil service back for restudy.

Upon roll call, the motion carried on a vote of 6 to 2, with Aldermen Williams and Schaper voting no.

RESOLUTION 117-97 AS RECORDED IN THE CITY CLERK'S OFFICE.

Mayes stated they would make every effort to have this by the second meeting in January. He confirmed this motion included both fire and police departments.

1998 BUDGET

Alderman Williams introduced a resolution adopting the 1998 City of Fayetteville Annual Budget and Work Program. This resolution was tabled at the December 2 Council meeting.

Ben Mayes, Administrative Services Director, agreed the budget could still be passed. He stated all hiring of new positions in the general fund would be delayed by an average of two months. This could be done administratively.

Alderman Williams asked for audience comment.

Jeff Erf, 2711 Woodcliff Road, suggested removing from the general fund expenditures, under general government departments, Chamber of Commerce economic development services. He stated the Chamber of Commerce is given up to \$100,000 a year to administer and manage our economic development program. He stated he is concerned about their position on the Drake Field Marketing Plan. Apparently, the Chamber has decided not to support the plan. They have decided not to assist in maintaining Drake Field as a viable regional air carrier airport.

Alderman Zurcher proposed looking at this more thoroughly but passing the budget with that in there.

Mayes explained the contract has a termination clause of 30 days written notice.

Alderman Schaper stated we would like to keep economic development services in the budget. The question is whether the Chamber of Commerce is who should be doing it, if they disagree with the Council's marketing plan for the airport.

Rudy Furr, Airport Marketing & Development Coordinator, stated that when he joined the Chamber through the City, he was appointed to the subcommittee on Drake Field. At that point, he noticed there were two plans. One was the one adopted by the

Council, with the priority of retaining the airline service as a regional airport. The other plan is identical, except it does not address retaining Drake Field as a regional air carrier airport. The subcommittee voted 8-0 to send it to the full committee. At that point in time, the vote was to send it to the board of directors for adoption of the Council's plan. It was decided by the executive board and recommended back to the full Chamber board not to do that.

Furr stated he has dealt with this through some of the language in the other marketing plan. He stated it is difficult. The attitude is that Drake Field will be replaced.

Richard McKinney, chairman of the Airport Board and incoming chairman of the transportation committee for the Chamber of Commerce, stated the failure of the ratification concerns him. He stated the Chamber needs to be 100% behind Drake Field.

Mayes stated this is more a contract issue than a budget issue. He stated a meeting would be set up with the respective parties. He cautioned that in hiring a marketing firm, we may hire the same one that represents the regional airport. In hiring the Chamber, you cannot always assume that their stand will be the same as what they are doing for us as a marketer. We need to meet with them and clarify this. Their membership represents more than just the City.

Alderman Williams stated he was very surprised when the Chamber decided they could not buy into what the Council thought was best. He stated the economic development committee would address this with the Chamber. He noted times when the Chamber has supported Drake Field.

Alderman Young stated that the Downtown Dickson Street Enhancement Project had a meeting a week ago. The question came up as to whether the City would approve some of the things they want to do. He stated that Bootsie Ackerman had said the City is behind it and was setting aside funds. He wondered where these funds are in the budget.

Mayes stated it is not in the budget.

Kevin Crosson, Public Works Director, stated he has never heard Bootsie Ackerman say that. He'd met with her last week and she did not indicate that she has the City's support of a conceptual plan.

Mayes stated that the City contributed \$15,000 in 1997, which was matched with membership dues and other fund raising. The City does not pay her a salary.

Crosson stated his impression is that they fully intend to involve this Council in the decision making process, because they will ask for a substantial amount of the funds to develop the

project. This is a community-based project. Once the conceptual plan is done, it will be brought to the Council and to the people who will be funding it.

Alderman Zurcher stated they have taken a lot of public comment; but a voting membership on the Dickson Street Downtown Enhancement Project is \$100 to join a group which is going to make development suggestions to the City and use City funds.

Alderman Pettus asked if the Council wants to clean up the water tower on Mt. Sequoyah, would there be funds available.

Crosson replied the budget adjustment process allows the budget to be amended at any time.

Alderman Schaper moved to pass the budget. Alderman Miller seconded. Upon roll call, the motion carried on a vote of 8 to 0.

RESOLUTION 118-97 AS RECORDED IN THE CITY CLERK'S OFFICE.

MILLAGE ROLLBACK

Alderman Williams introduced a resolution requesting Washington County to provide the City with the reappraisal figures necessary to determine how much the City's millage rate should be rolled back to comply with Amendment 59. This resolution was tabled at the December 2 Council meeting.

City Attorney Rose reiterated remarks made previously at agenda meetings. This resolution simply requests that the County provide the City with the reappraisal figures necessary to determine whether and how much the City's millage rate should be rolled back. He pointed out that the third whereas clause, while not a part of the resolution, would appear to commit the City to rolling back their millage rates based on these figures, without waiting for any action from the courts.

Alderman Williams agreed that was his intent.

Ben Mayes, Administrative Services Director, stated the County provides the City with a preliminary estimate of the increase. It has been less than 10% except for '94-'95, the year in question, where it went up approximately 38%. He stated you are allowed to back out newly discovered property, new construction, utility properties, and others. He stated he understands that once you back those out, you are very close to the allowed 10%. We don't have the final numbers yet.

Alderman Williams stated this resolution is asking the County to give us those numbers so we'll know what to back out.

Rose stated the newspaper reported that the County is seeking to provide these figures. They might be ready in approximately 30

days. The County would like a written request for the figures.

Steve Davis, Budget Coordinator, stated the problem is that the revenues received also include personal property. We don't have information that separates what taxes were paid on real property versus personal property. We are allowed a 10% increase. To get to whether a rollback is determined or not, we have to back out our newly found, newly constructed property. Looking at our records for 1993 and 1994, we issued building permits of approximately \$210 million to \$220 million. A house built and occupied in 1997 does not go on the tax rolls until the assessor sees the house and puts it on the tax rolls, as of January 1, 1998.

Davis stated that Mr. Butler, County Attorney, indicated that the County is preparing the numbers to determine if the school districts have a rollback. Davis stated that Mr. Butler said the City would have to send something in writing to get the numbers.

Alderman Trumbo stated he would be in favor of a resolution just asking for those figures, something that wouldn't require the City to roll back the millage until it is decided in the courts.

Alderman Schaper stated a resolution is not necessary for the staff to make the request.

Alderman Daniel asked the Council to consider an amendment or rewording that stated, "A resolution requesting Washington County to provide the City with the appraisal figures necessary to determine if the City's millage rate should be rolled back."

Alderman Schaper agreed the Council should not assume there will be a rollback. He stated the third whereas clause should be stricken then the resolution passed if the Council wants it in writing.

Alderman Schaper moved to strike whereas clause three. Alderman Daniel seconded.

Alderman Williams opposed this. He stated he put the third whereas clause in because when it comes to the government taxing its citizens and there is an amendment that says the government is limited to 10% more a year after reassessment, excluding new construction, we ought to follow that and not wait for the courts to decide.

Alderman Schaper stated he does not want to wait for the courts, but does want the data on which to base it.

Alderman Williams stated the resolution does not say it would be done without any data. It asks for the data and at the bottom says if the data shows that the increase is there, then we should determine whether and how much the City would roll it back. He stated there is some intent that we would resolve questionable

issues in favor of the taxpayers rather than in favor of the government.

Pete Reagan, firefighter and Fire Pension Board member, urged the Council to look at this with an open mind and to see if more money could be found through the budget adjustment process.

Upon roll call, the motion to strike whereas clause three carried on a vote of 6 to 2, with Aldermen Pettus and Williams voting no.

Alderman Williams supported submitting his resolution as amended.

Rose stated that, in addition to striking the third whereas clause, the title would be changed to read: ". . . necessary to determine whether and how much the City's millage rate should be rolled back. . . ." He stated he could make this change without action by the Council.

Upon roll call, the resolution passed on a vote of 8 to 0.

RESOLUTION 119-97 AS RECORDED IN THE CITY CLERK'S OFFICE.

NEW BUSINESS

Annexation RZA97-17

Alderman Williams introduced an ordinance annexing 76.95 acres located north of Mission Blvd. and east of Blue Mesa Dr., as submitted by Marc Crandall on behalf of Gary Atha.

City Attorney Rose read the ordinance for the first time.

Alderman Williams stated the Planning Commission voted 7-0-0 to recommend the rezoning.

Marc Crandall, representing Mr. Atha, stated this is nicely situated to become part of the City and the best and logical use would be low-density residential, as proposed.

Alderman Miller asked if the neighbor to the east, Mr. Brown, had been approached about this.

Mr. Crandall replied they have met with Mr. Brown many times. He stated Mr. Brown has taken the position that this property will be developed eventually and he is happy with these preliminary designs.

Mr. Crandall showed a drawing of the latest design, close to what they will go to preliminary plat with.

Alderman Williams stated there is some concern about access. There is access to Highway 45, but the other access goes over land not owned by the developer.

Mr. Crandall stated similar discussions have been had with the Planning Commission and planning staff. They have tried to accommodate the most logical spots for future connection. The Planning Commission felt this could be resolved when they get to it in the preliminary plat and planning part. He stated that with the help of the City, they would try to get to the Brookbury stubout to the north and get some type of Township extension to the south. They have had good discussion with the people along Township but have hit a brick wall with the lady who owns the land between this and Brookbury.

Alderman Williams had concerns about building such a large cul-de-sac. It would be expensive to change in the future and people may look to the City to do it.

Alderman Pettus asked about the Planning Commission's approval.

Mr. Crandall stated that when the Planning Commission approved it, they decided that this was better addressed at the point when real plans and real roads are done. They made it clear they would look for a second form of ingress and egress.

Alderman Williams reminded the Council the City is nearing sewer capacity at its plant.

Mr. Crandall stated he'd received a letter from the water and sewer department which stated they did not see any problem with the sewer capacity.

Alderman Miller stated this would have a 24" inch main right to the plant and would have minimal impact on our sewer and collecting system.

Alderman Trumbo stated the Timbercrest homeowners are concerned about drainage and Savannah residents are concerned about density.

Mr. Crandall stated the lot size and density are comparable to Timbercrest and Brookbury, about 54% of what is allowed in R-1 zoning.

REZONING RZ97-20

Alderman Williams asked City Attorney Rose to put the rezoning on its first reading.

City Attorney Rose read RZ97-20 for the first time.

Alderman Williams suggested leaving both the annexation and rezoning on their first readings.

SPRING PARK SUBDIVISION EASEMENT VACATION

Alderman Williams introduced an ordinance vacating and abandoning

platted utility easements in Spring Park Subdivision as requested by Jim McCord on behalf of Clary Development.

City Attorney Rose read the ordinance for the first time.

Jim McCord, attorney, stated that when the Planning Commission approved the large scale development plat it required that Mall Avenue be extended to the south through this development, which necessitated the vacation of an existing easement. The other easement vacation is a small encroachment discovered after the building was built.

Alderman Young moved to suspend the rules and go to the second reading. Alderman Miller seconded. Upon roll call, the motion carried on a vote of 7 to 0, with Alderman Zurcher not present for the vote.

City Attorney Rose read the ordinance for the second time.

Alderman Trumbo moved to suspend the rules and go to the third and final reading. Alderman Pettus seconded. Upon roll call, the motion carried on a vote of 7 to 0, with Alderman Zurcher not present for the vote.

City Attorney Rose read the ordinance for the third time.

Upon roll call, the ordinance passed on a vote of 7 to 0, with Alderman Zurcher not present for the vote.

ORDINANCE 4071 IS RECORDED ON PAGE OF ORDINANCE BOOK

RAILROAD BID WAIVER

Alderman Williams introduced an ordinance approving a bid waiver for a cost-sharing agreement with A & M Railroad for the upgrade of railroad crossings on Cato Springs Road.

Kevin Crosson, Public Works Director, stated this is one of our worst crossings in town. This is a standard agreement. We are paying for materials only, at a cost of \$35,610. This has been the most effective way to leverage action on crossings.

Alderman Schaper stated the railroad is required to keep these crossing in decent repair.

Crosson stated this will be an upgraded crossing from what the railroad would typically put in. It will last much longer.

City Attorney Rose read the ordinance for the first time.

Alderman Daniel moved to suspend the rules and go to the second reading. Alderman Miller seconded. Upon roll call, the motion carried on a vote of 7 to 0, with Alderman Zurcher not present for the vote.

City Attorney Rose read the ordinance for the second time.

Alderman Schaper moved to suspend the rules and go to the third reading. Alderman Daniel seconded. Upon roll call, the motion carried on a vote of 7 to 0, with Alderman Zurcher not present for the vote.

City Attorney Rose read the ordinance for the third time.

There were no comments from the public.

Randy Allen, Street Superintendent, stated there are actually three crossing that will be repaired on Cato Springs Road. This has been a very bad crossing for many years.

Alderman Williams called for the vote.

Upon roll call, the ordinance passed on a vote of 8 to 0.

ORDINANCE 4072 IS RECORDED ON PAGE OF ORDINANCE BOOK

WEDINGTON DRIVE WIDENING

Alderman Williams introduced a resolution authorizing the City of Fayetteville to enter into a 50-50 cost sharing agreement with the Arkansas State Highway and Transportation Department for the widening of an approximate one-mile section of State Highway 16 located west of U.S. Highway 71.

Charles Venable, Assistant to the Public Works Director, stated he'd received a phone call from the State highway department. The State wanted to know if the City is interested in a 50-50 cost share to do a section of Highway 16 West.

Venable stated this would widen Highway 16 to four lanes out to Rupple Road and then taper it back to Meadowlands Drive, about a mile altogether. It would be left up to the State on how they want to do it.

Venable stated he'd asked if they could get four lanes across the bridge on Highway 71 and was told the bridge is 50' wide and they could get four lanes across there. The State also said they would like to get this under contract by the end of next year.

Venable stated there are no plans now to widen the bridge for bike or pedestrian lanes.

Venable stated the cost, including right of way, utilities, engineering costs for design and construction, and actual construction would be about \$2.25 million.

Alderman Williams stated the Street Committee has discussed this. This is a major problem area and this project would go a long way in solving that.

Alderman Schaper stated this is classified as a major arterial and we have certain standards for this type road. He stated he would like the resolution to say that the design of this highway should meet all our standards for major arterials.

Alderman Williams stated he would like to see some sort of multi-use trail along it.

Venable stated that on the east section, the outside lanes are wider than normal. He did not think anything would be marked but will be 14' lanes.

Alderman Williams thought this would be subject to administrative discussions.

Venable stated there will be 6' sidewalks integral with the curb. The state has 80' of right of way there now. To have four lanes, plus the planting strips, plus sidewalks, they would need 100'.

Alderman Schaper stated he would like to keep the planting strip between the sidewalk or trail and the roadway.

Alderman Zurcher stated this is not an optional thing, but is how we are to build our major arterials.

Alderman Williams urged passing the resolution now and covering the technical details later on.

Alderman Miller questioned spending this much money on this when there are traffic problems all over town.

Alderman Williams stated the City is trying to work on problems all over town. This is an opportunity to solve one of the longer lasting problems.

Russell Black, owner of Westwood Gardens on Wedington Drive, applauded efforts to do something about the traffic flow out there. He suggested going a little further to the west, possibly to Double Springs Road, to avoid a bottleneck. He also hoped to eliminate at least one set of lights at the bridge. He stated the drainage in that area would have to be carefully addressed.

A resident of Double Springs Road stated that by the time this road is done, the subdivisions out there will be filled up. There will be potential for traffic to be backed up to Gregg Street. She suggested telling the State there is almost no point in doing just a mile, to see if they won't extend their offer to Double Springs Road.

Cyrus Kooshesh, North 46th Ave., stated building this road will mean a year of construction in the area; yet when it is done, it won't have solved much of the problem. He and his neighbors are willing to petition the Highway Department to extend to Double Springs Road. He asked that the City try to negotiate this with

the Highway Department.

Mr. Kooshesh asked the Council to reconsider its decision regarding S. Ruppel Road, allowing the school board to consider it as one of the sites of the school.

Alderman Williams stated this issue is not before the Council at this time and the Council is not prepared to discuss it.

Alderman Schaper moved the resolution. Alderman Young seconded. Upon roll call, the motion carried on a vote of 8 to 0.

RESOLUTION 120-97 AS RECORDED IN THE CITY CLERK'S OFFICE.

OTHER BUSINESS

Alderman Daniel read an open letter to the City of Fayetteville from a citizen regarding the quick, courteous, and professional service provided by the City when a home was flooded with raw sewage.

ADJOURNMENT

There being no further business, Alderman Williams adjourned the meeting at 8:56 p.m.

ORDINANCE NO. _____

AN ORDINANCE PROVIDING A METHOD TO STAGGER THE FOUR YEAR ALDERMANIC TERMS REQUIRED BY STATUTE WHEN A MAYOR-COUNCIL CITY REACHES A POPULATION OF 50,000 OR MORE.

WHEREAS, the City of Fayetteville has reached a population greater than 50,000, as determined by special federal census, and;

WHEREAS, cities of the first class having a population of 50,000 or more are required to elect aldermen for four year terms, with one of the two aldermen from each ward being elected every two years, and;

WHEREAS, state law provides no method for staggering the terms of aldermen in the situation where a city subsequently reaches a population of 50,000, as stated in attorney general Opinion 97-283, which concludes that such a procedure falls within a city's powers relating to "municipal affairs", and;

WHEREAS, the public interest will best be served by following the legislative preference found in Act 176 of 1959 which provided that at the general election of 1960 one alderman from each ward be elected to a four year term and one alderman from each ward be elected to a two year term until 1962 when staggered four year terms would occur.

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

Section 1. At the general election in the year 1998 one alderman (either position one or position two uniformly) from each ward of the city will be elected to a four year term and one alderman (either position one or position two uniformly) from each ward of the city will be elected to a two year term.

Section 2. At the general election in the year 2000 and each general election thereafter aldermen shall be elected to four year terms as set forth in A.C.A. §14-43-303.

Section 3. The determination of whether position one in all wards shall be two years or position two in all wards shall be two years in the 1998 general election shall be made by lot at the next regular meeting of the city council following the passage of this ordinance.

PASSED AND APPROVED this _____ day of _____, 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Traci Smith, City Clerk

RESOLUTION NO. _____**A RESOLUTION CONCURRING IN THE ARKANSAS HIGHWAY AND
TRANSPORTATION DEPARTMENT'S PROPOSED DESIGN OF STATE
HIGHWAY 265 FROM STATE HIGHWAY 16 TO STATE HIGHWAY 45.**

WHEREAS, the State Highway and Transportation Department (AHTD) has programmed the section of State Highway 265 between State Highway 16 and State Highway 45 for widening; and

WHEREAS, AHTD's first proposal was to construct a four-lane with a continuous left turn lane for the entire length of the project; and

WHEREAS, the AHTD conducted a public hearing on April 23, 1996, to discuss the proposed project; and

WHEREAS, many comments were received, including Resolution 17-96 from the City in opposition to a five-lane section; and

WHEREAS, the AHTD notified the City by letter dated December 15, 1997, that the review and evaluation of the comments received had been completed and that the design had been changed to provide (1) a four-lane undivided section from State Highway 16 to a point just south of Lovers' Lane with left-turn lanes provided only at selected streets and (2) a four-lane undivided section with a continuous left-turn lane from a point just south of Lovers' Lane to State Highway 45.

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

Section 1. The City of Fayetteville concurs in the design of the Highway as set forth in the December 15, 1997 letter.

Section 2. The City of Fayetteville pledges to work with and assist the AHTD in all things necessary to complete the Highway 265 widening project as soon as possible.

PASSED AND APPROVED this _____ day of _____.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Traci Smith, City Clerk

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of January 6, 1998

FROM:

Ed Connell Ed Connell Engineering Division Public Works Department
 Name Division Department

ACTION REQUIRED: Passage of a resolution authorizing the City attorney to seek condemnation of certain lands along Gregg Avenue in Fayetteville and Wilkerson Avenue in the City of Johnson, AR in conjunction with the required right of way and temporary easements for the Mud Creek Bridge Improvement and approaches thereto. Such properties are owned by Marjorie Brooks and NANCHAR Inc. (Tract #1); Unknown ownership (Tract #4); Walter S. Robinson, III and Carol Van Scyoc (Tract #5); and Thomas K. and Cheryl Bramlett (Tract #9). Approval of a budget adjustment reappropriating the project funding for 1998 from 1997.

COST TO CITY:

\$ * 4470-9470-5817-00 93078-0030 93078-0030
 Cost of this Request Project Number Project Number
 * Court deposits paid by Ark. State Highway & Transportation Dept. with monies provided by the City.
 Account Number Funds Used To Date Program Name

93078-0030 93078-0030 93078-0030
 Project Number Remaining Balance Fund
BUDGET REVIEW: ☒ Budgeted Item ☒ Budget Adjustment Attached

Stephane Stephane
 Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn J. Chamer 12-31-97
 Accounting Manager Date
12-31-97
 City Attorney Date
P. Vice 12-31-97
 Purchasing Officer Date

GRANTING AGENCY:

Yolanda Fields 12-31-97
 Internal Auditor Date
 ADA Coordinator Date

STAFF RECOMMENDATION: Immediate approval to seek condemnation in order to obtain possession prior to AHTD February bid letting for construction. City and AHTD will continue to work with clients in an effort to reach a settlement prior to any trial date.

Donald R. Bann 12-31-97
 Division Head Date

Charles Verahel 12-31-97
 Department Director Date

BM 12/31/97
 Administrative Services Director Date

Mayor Date

Cross Reference

New Item: Yes ☒ No ☐

Prev Ord/Res #: _____

Orig Contract Date: _____

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

Budget Year 1998	Department: Sales Tax Capital Division: Program:	Date Requested 12/31/97	Adjustment #
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Project or Item Requested:

Reappropriation of unencumbered project funding for the Mud Creek/Gregg Avenue Bridge Project from 1997 to 1998.

Project or Item Deleted:

None. This project was funded as part of the 1997 Amended Budget.

Justification of this Increase:

The project is scheduled for bid by the Arkansas Highway and Transportation Department in January and is a cost share project.

Justification of this Decrease:

Sufficient cash & investments exist to fund this request.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Bridge & Drainage Imp.	138,269	4470 9470 5817 00	93078

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Use of Fund Balance	138,269	4470 0947 4999 99	

Approval Signatures

Edward D. Connell 12/31/97

Requested By _____ Date _____

Steph Davis 12/31/97

Budget Coordinator _____ Date _____

Department Director _____ Date _____

[Signature] 12/31/97

Admin. Services Director _____ Date _____

Mayor _____ Date _____

Budget Office Use Only

Type: A B C D E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category Log _____

DEPARTMENTAL CORRESPONDENCE

DATE: December 30, 1997

TO: Kevin Crosson, Public Works Director

THRU: Charles Venable, Assistant Public Works Director *CV*
Donald R. Bunn, City Engineer *DR Bunn*

FROM: Ed Connell *EC*, Land Agent

RE: Mud Creek Bridge Improvement
AHTD Job No. 040179
City Project No. 93078-0030
Condemnation Cases

The Mud Creek Bridge Improvement project involves the replacement of the single lane bridge across Mud Creek along Gregg Avenue in Fayetteville and Wilkerson Avenue in the City of Johnson. (The centerline of Mud Creek being the boundary between Johnson and Fayetteville.) The new bridge will eventually provide for four lanes of traffic. The project further provides for the relocation of the approaches to the new bridge, all of which involve the acquisition of private property for this purpose. The Arkansas State Highway and Transportation Department (AHTD) was engaged by the City of Fayetteville to survey the lands for acquisition, appraise said lands to be acquired and negotiate said acquisitions. Nine (9) parcels were involved, two (2) of which belonged to the City of Fayetteville. Of the remaining seven, acquisition was successful on three parcels; however, such has not been the case on the last four parcels.

Timing on this project is extremely critical. Therefore, we recommend the use of the Power of Eminent Domain to secure possession of said lands so that the project can go to bid in February of 1998. Before any AHTD project can go to bid, all required lands and/or easements must be secured, either with signed documents or court ordered possession. The City and the AHTD intend to continue efforts to negotiate settlements in each of these cases prior to any scheduled trial.

The specific properties involved herein for condemnation are:

Tract #1: Owners: Marjorie Steele Brooks and NANCHAR, INC.
Address:

Phone:

Agent: James Irwin
Address: 10800 Financial Center, Suite 125
Little Rock, AR 72211
Phone: 501-225-5700

Mud Creek Improvement
Condemnation Cases
Memo, Page 2

Tract #1: NANCHAR-Brooks Property -- continued

Property: Part of Parcel No. 765-15733-000

Part of the N½-SE¼ and part of the NE¼, all in Section 27, Township 17 North, Range 30 West. (See attachment for details as contained in part of Deed filed in Book 1349 at Page 739).

Acquisition Required: 2.11 acres by fee simple, of which 0.93 acre is currently in Gregg Avenue right of way; net compensable acquisition equals 1.18 acres. See attached description.

Offered Compensation: \$5,900.00

Negotiations: AHTD has had conversations with Mr. Irwin. The owners have not rejected the AHTD offer; however, Mr. Irwin has not been able to secure the approval of all of the owners at the time of this writing. The appraisal on this taking is considerably below the asking price on this land; however, the anticipated improvement to the roadway should have considerable benefit to the parcel. There also is a movement involved to expand the right of way acquisition for Gregg Avenue beyond the scope of this project, i.e. going from the end of this project to the South line of the NANCHAR-Brooks property. The expansion of the scope of this acquisition should, in itself, not cause a delay in reaching an agreement with these owners.

Mr. Irwin has expressed an opinion that the owners do not want to be part of this condemnation process; however, trying to get agreement and signatures from all of the parties may not occur in a timely manner to meet the possession requirement of January 15, 1998. If documentation is received prior to the time that the City Attorney seeks possession from the courts, this parcel will be pulled.

Tract #4: Owners: UNKNOWN
 Address:

Property: Unidentified by County Assessor's Office

Part of the N½-NE¼, Section 27, Township 17 North, Range 30 West.
No deed available.

Acquisition Required: 1.47 acres fee simple, 0.32 acre temporary construction easements in two tracts. See legal description in the attached deed and easements.

Mud Creek Improvement
Condemnation Cases
Memo, Page 3

Tract #4 -- continued

Compensation: \$2,050.00

Negotiations: AHTD has done an extensive title search relative to this tract of land and has come up with some vague references in deeds prior to 1905. Sam Mathias claims he owns the land but has been unable to produce a document to that effect. Condemnation will identify such land as having unknown ownership.

Tract #5: Owners: Walter S. Robinson III & Carol Van Scyoc

Address: 330 Baxter Street
Fayetteville, AR 72701

Phone: 501-575-0968

Property: Part of Parcel No. 785-18133-000

Part of the N $\frac{1}{2}$ -NE $\frac{1}{4}$, Section 27, Township 17 North, Range 30 West
AND a part of the S $\frac{1}{2}$ -SE $\frac{1}{4}$, Section 22, Township 17 North, Range 30
West as described in Deed Book 1396 at Page 549.

Acquisition Required: 2.15 acres by fee simple, of which 0.40 acre is currently
in Wilkerson Avenue right of way; net compensable
acquisition equals 1.75 acres. See attached description.

Offered Compensation: \$7,700.00

Negotiations: AHTD met with owners and presented offer. Robinson says
appraisal and offer too low. Said he wanted to get his own
appraisal but will take more time than allowed for this project
without going to condemnation. City will continue to work with
Mr. Robinson, however this should go through the
condemnation channels.

Tract # 9: Owners: Tom K. Bramlett and Cheryl L. Bramlett

Address: 6554 Wilkerson Road
Fayetteville, AR 72704

Phone: 501-582-1527

Mud Creek Improvement
Condemnation Cases
Memo, Page 4

Tract #9 -- continued:

Property: Part of Parcel 785-18133-001

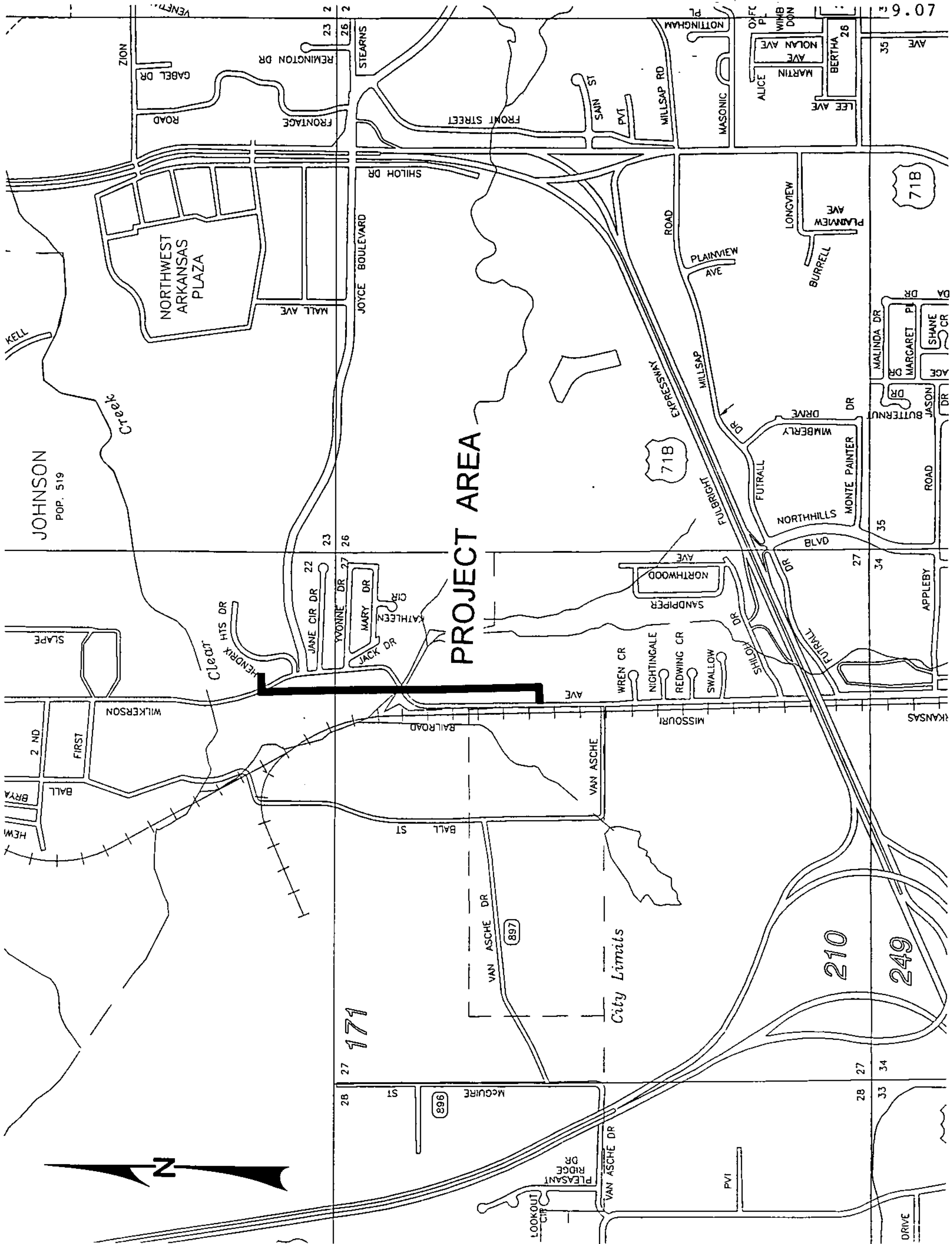
A part of the SE $\frac{1}{4}$ -SE $\frac{1}{4}$ of Section 22, Township 17 North, Range 30 West as described in Deed Record 94052109, Washington County, Arkansas.

Acquisition Required: 0.27 acre in fee simple and a temporary construction easement of 0.02 acre. See attached documentation for legal description.

Offered Compensation: \$5,600.00

Negotiations: AHTD has had two meetings with the Bramletts. The initial offer by the AHTD was rejected and the Bramletts sent a letter to AHTD, dated November 7, 1997, with their concerns. The Bramletts then sent a counteroffer for \$15,000 $\pm$ in their letter dated December 10, 1997. In a second meeting, AHTD made a verbal counter that would increase the initial offer by 10%. This was rejected by the Bramletts.

We will continue to work with the Bramletts when possible to resolve this issue.



JOHNSON
POP. 519

PROJECT AREA

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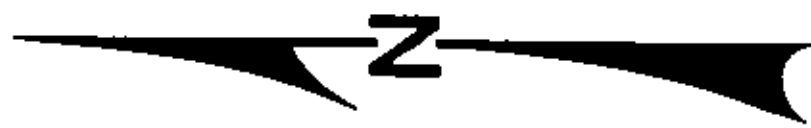
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City Limits

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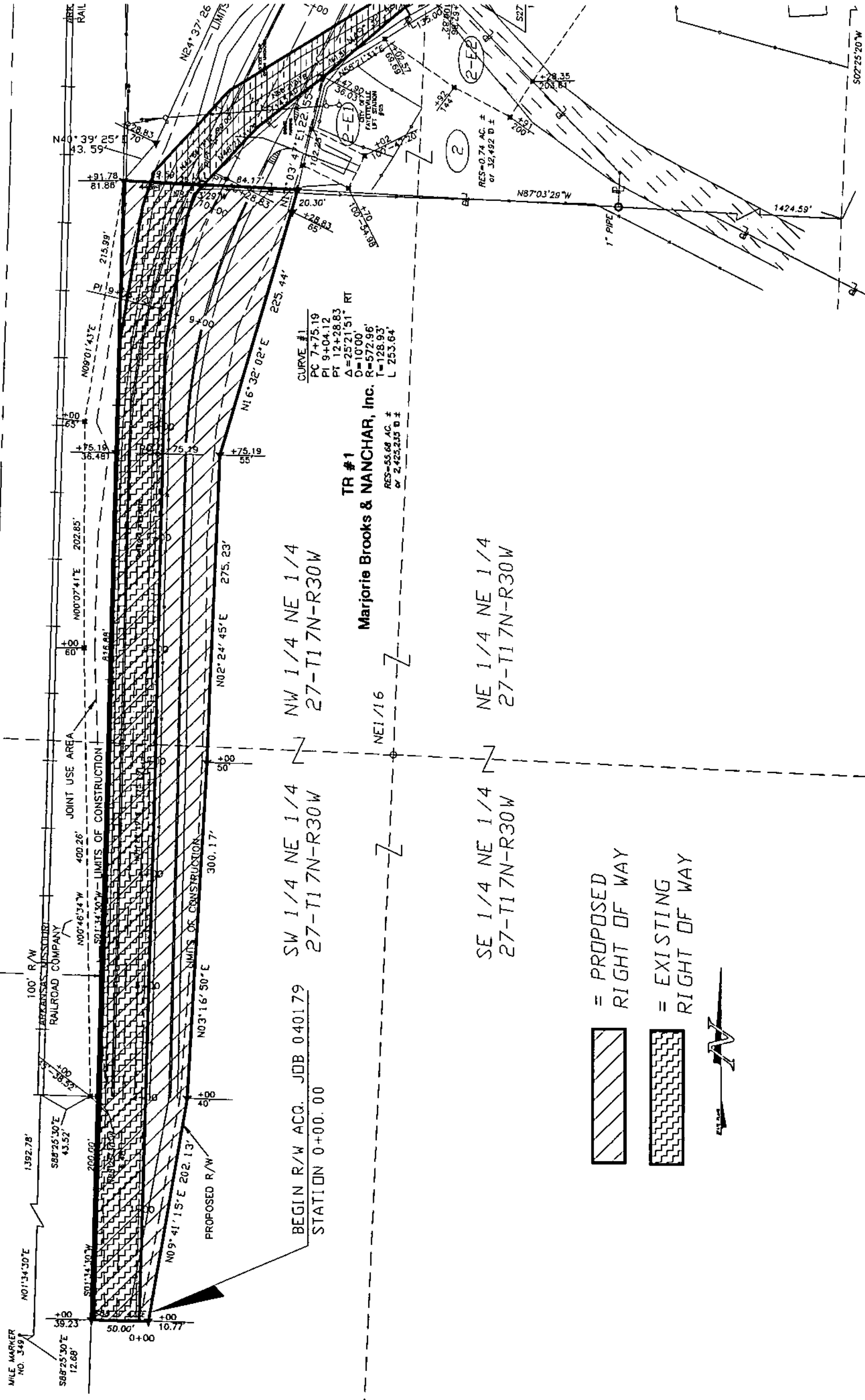
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TR #1
Marjorie Brooks & NANCHAR, Inc.

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27-T17N-R30W

NE 1/4 NE 1/4
27-T17N-R30W

BEGIN R/W ACQ. JOB 040179
STATION 0+00.00

The IRWIN Company

A Commercial, Industrial & Investment Real Estate Company

December 30, 1997

Mr. Charles Venable
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701
(501) 521-7700
(501) 575-8287 - facsimile

RE: NANCHAR, Inc. & Marjorie Brooks property
Fayetteville, Arkansas

Dear Mr. Venable:

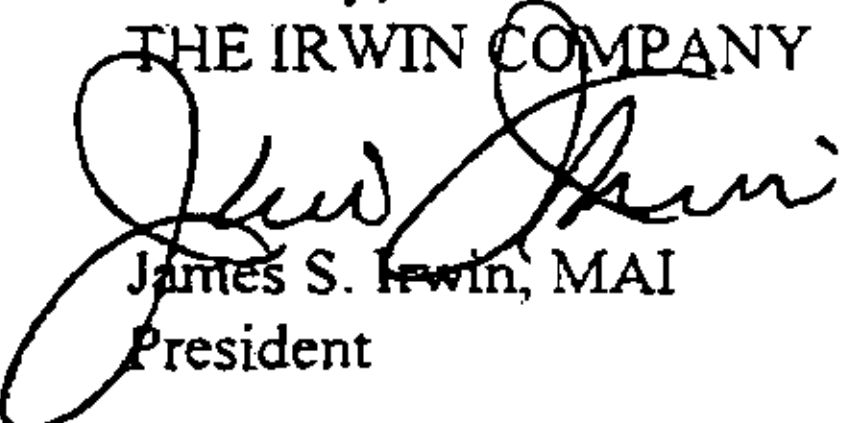
As per our phone conversation, I submit a letter in response to the purchase proposal made from the City of Fayetteville to acquire 1.88 acres of land fronting on Gregg Street in Fayetteville, Arkansas. Also, I indicated I contacted the state appraiser and negotiator to discuss the proposal so that I can have as much information as possible prior to my meeting with the owners.

It is in our best interest, and is our intent, to be cooperative with the City of Fayetteville. We want to settle on a price for the property without having to go through the condemnation process. However, the owners are traveling and are not able to meet until January 14, 1998. I will try to contact them by phone to discuss options prior to that time.

Due to the deadlines, it is my understanding the captioned property will be placed on a list to be condemned. We will make every effort to avoid condemnation.

Thank you for your cooperation.

Sincerely,
THE IRWIN COMPANY



James S. Irwin, MAI
President

JSI: sp

cc: NANCHAR, Inc. & Marjorie Brooks
Micki Harrington

First Little Rock Plaza • 10800 Financial Centre Parkway • Suite 125 • Little Rock, Arkansas 72211
501-225-5700 • FAX 501-227-4199

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Dan Flowers
Director
Telephone (501) 569-2000



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400

December 17, 1997

Nanchar, Inc.
c/o Jim Irwin
10800 Financial Center, Suite 125
Little Rock, AR 72211

Re: Job 040179
BRN-9142(7)
Gregg Ave. - Mud Creek St. & Apprs.
Washington County
Tract: 1

Dear Property Owner(s):

It is regretted that we have not been able to reach a settlement with you for your property needed for the construction of the above referenced job in Washington County, Arkansas. The detailed approved appraisal has again been carefully reviewed and based on current comparable real estate sales and values, it is felt that our offer represents the market value for the property needed by the State of Arkansas and is just compensation to you to be paid from public funds. We, therefore, again offer to purchase this property for \$5,900.00.

The title to and right of entry on this property is needed in order that construction of the highway will not be delayed; therefore, it will be necessary to file an eminent domain action for the needed property.

The funds deposited with this action may be withdrawn by you, if desired, prior to reaching an agreement or decision by the court by notifying us without prejudicing your case. If you decide to accept this offer before the trial, the case can be closed without any legal expense to you as our attorneys will prepare the necessary papers.

If you have any questions concerning this matter, please write this office.

Yours truly,

James D. Gaither
Division Head
Right of Way Division

JDG:mb

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

Nanchar, Inc.
c/o Jim Irwin
10800 Financial Center, Suite 125
Little Rock, AR 72211

12-5-97

Job 040179
BRN-9142(7)
Gregg Ave. - Mud Creek St. & Apprs.
Washington County
Tract 1

Dear Property Owner(s):

A negotiator for the Arkansas State Highway Commission has presented to you a Contract to Sell offering to purchase the fee simple title to your property needed for highway purposes. A description of the property needed is attached hereto.

The offer of \$5,900.00 is based on the opinion of a qualified real estate appraiser. It has been reviewed and approved by another qualified appraiser. The offered amount is based on the market value concept and is broken down, as follows: \$5,900.00 as just compensation for the realty to be acquired and \$-0- for damage to the remaining lands.

Should you elect to accept this offer, the State will determine if you can convey a merchantable title, and if so, a proper deed conveying the land to the City of Fayetteville will be prepared and you will be paid the amount contained in the written offer.

If you make a final rejection of this offer, and if the City of Fayetteville elects to do so, a condemnation suit will be filed and the amount that the City of Fayetteville has determined to be estimated just compensation for your property will be deposited into the registry of the Circuit Court of this County. You may at this time elect to accept the amount deposited as just compensation for your property. If you elect to do so, the Circuit Court will be asked to enter Judgment in the sum of the estimated just compensation and this amount will be paid to you thereby disposing of the condemnation suit. If you do not elect to accept the amount deposited as estimated just compensation, then you may withdraw the amount placed on deposit as estimated just compensation without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury by the Circuit Court of the County in which your lands are situated to determine just compensation for your lands condemned.

In either event, payment of the estimated just compensation will be made available to you prior to vacating your property.

Yours truly,



Fred Hanna, Mayor
Fayetteville, Arkansas

Original

JOB NAME: Mud Creek Structures and Approaches
(Fayetteville)

JOB: 040179
TRACT: 1

CONTRACT TO SELL
REAL ESTATE FOR HIGHWAY PURPOSES

Grantor: Nanchar, Inc.

MAJORIE STEEL BROOKS

Address: 10800 Financial Center, Suite 125
Little Rock, AR 72211

Grantee: THE CITY OF FAYETTEVILLE

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby give and grant to the City of Fayetteville on the terms and conditions hereinafter stated, to the right to purchase the following described real estate, save and except the oil and gas only therein and thereunder, situated in the County of Washington, State of Arkansas, to wit:

LEGAL DESCRIPTION

A part of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-seven (27), Township Seventeen North (T-17-N), Range Thirty West (R-30-W), Washington County, Arkansas being more particularly described as follows:

Commencing at the Northeast corner of said Section 27 and running thence South 2°25'20" West - 835.18 feet; thence North 87°03'29" West - 1424.59 feet to the point of beginning, said point being on the proposed East right-of-way line of Gregg Avenue; thence running along the proposed East right-of-way line, South 13°03'47" West - 20.30 feet; thence South 16°32'02" West - 225.44 feet; thence South 2°24'45" West - 275.23 feet; thence South 3°16'50" West - 300.17 feet; thence South 9°41'15" West - 202.13 feet; thence leaving the proposed East right-of-way line of Gregg Avenue and running North 88°37'43" West - 50.00 feet to a point on the existing West right-of-way line of Gregg Avenue also being the East right-of-way line of the Arkansas and Missouri Railroad; thence running along the existing West right-of-way line of Gregg Avenue also being the East right-of-way line of the Arkansas and Missouri Railroad, North 1°34'30" East - 1016.88 feet; thence leaving the existing West right-of-way line of Gregg Avenue also being the East right-of-way line of the Arkansas and Missouri Railroad, South 87°03'29" East - 153.76 feet to the point of beginning, containing 2.11 acres, more or less.

lgd
10/06/97

PREAUDITED AND ACCEPTED:

Property Manager to Negotiator

By _____ Date _____

REVIEW APPRAISER'S EXAMINATION AND CERTIFICATION

Job: 040179 Location: Gregg Avenue / Mud Creek
 Tract: 1

Review Appraiser's Examination:

The appraisal report has been completed in accordance with State Appraisal specifications, conforms to the Uniform Appraisal Standards for Federal Land Acquisition, and follows accepted appraisal principles and techniques in the valuation of real property.

The appraisal report contains or makes reference to the information necessary to explain, substantiate and document the estimate of fair market value.

The appraisal report includes consideration of compensable items, damages and benefits, if any, and does not include compensation for non-compensable items.

The appraisal report contains an identification or listing of buildings, structures and improvements on the land which are considered affected by the proposed acquisition.

The appraisal report contains an estimate of fair market value for the acquisition and, if applicable, an allocation between the partial acquisition and damages or benefits to the remainder property.

The appraisal report contains an allocation, if applicable, between the fee owner and tenant.

Review Appraiser's Certification:

I hereby certify that I have reviewed this appraisal, and that the fair market value indicated in this report and reviewed by me is to be used in connection with a Federal-aid highway project.

I have made a physical inspection of the appraised property and comparable sales contained within the appraisal report.

Inspection Date: 11-19-97

I have no direct or indirect, present or contemplated future personal interest in the subject property or in any benefit from its acquisition.

I have no knowledge of the existence of hazardous materials on the property and I am not qualified to detect such substances. The existence of hazardous material may have an effect on the value of the property.

Values reflected in this report are the conclusions and opinions of the appraiser. Based on information and data presented, the values closely approximate my opinion of fair market value. My determination of the fair market value has been reached independently, based on my review of the market, supported by the attached documented appraisal report and other factual data of record, and my own personal investigation without collaboration or direction. However, I have not prepared an independent appraisal. Court testimony by the reviewer, if necessary, may or may not reflect the exact figures shown in this appraisal report.

I have made an effort, as closely as possible, to correlate the values reflected in this report with values reflected in other appraisal reports within the project area.

Values reflected in the appraisal report are considered justified and supported within the documentation of the report. My approval of fair market value and recommendation of just compensation is:

\$5,900.⁰⁰

1.18 Ac - Net New R/W

1023 ft @ 40' = 0.93 Ac

ARKANSAS STATE HIGHWAY
 AND TRANSPORTATION DEPT.
RECEIVED

NOV 21 1997

ACQUISITION SECTION
 RIGHT OF WAY DIVISION

JH. Simon
 Reviewing Appraiser

Date: 11-20-97

RECORD
90 JUN 16 PM 3 14CORRECTION
WARRANTY DEEDWASHINGTON CO AR
A. KOLLMEYER

Charlotte S. Steele and Phillip W. Steele, husband and wife, and Nancy S. Rubeck and Arthur Hilgard Rubeck, husband and wife, for \$10.00 and other valuable consideration to them in hand paid by NANCHAR, INC., an Arkansas Corporation, hereafter called Grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Grantee, and unto its successors and assigns, all of their undivided fractional interest in and to the following-described tracts of real estate, situated in Washington County, Arkansas, to-wit:

A tract containing 9.51 acres, more or less, in the NW1/4 of the SE1/4 of Section 26, T17N, R30W, more particularly described as follows: Beginning at the SW corner of the NW1/4 of the SE1/4 of said Section 26 and running thence N89° 15' East 657.92 feet, thence N0° 51' West 330.50 feet to the point of beginning and running thence N89° 29' East 617.30 feet to the ROW of U. S. Highway #71, thence N0° 18' West 251.38 feet, thence N19° 22' West 423.10 feet, thence N52° 06' West 160.10 feet, thence S85° 06' West to a point due North of the point of beginning, thence South to the point of beginning.

AND

A tract containing 35.73 acres, more or less, in the N1/2 of the SW1/4 and part of the NW1/4 of the SE1/4 in Section 26, T17N, R30W, and more particularly described as follows: Beginning at the SE corner of the NW1/4 of the SE1/4 in Section 26, T17N, R30W and running thence S89° 22' 55" West 2,072.32 feet to a point on the Southeasternly ROW line of U. S. Highway #71 By-pass, thence along said southeasternly ROW line N66° 02' 46" 595.09 feet, thence N66° 04' 13" East 407.28 feet, thence N68° 24' 39" East 373.22 feet, thence N66° 40' 06" East 426.65 feet, thence N64° 44' 34" East 401.48 feet, thence N69° 29' 59" East 500.89 feet, thence N85° 06' 00" East 573.50 feet, thence S52° 06' 00" East 160.10 feet, thence South 19° 22' 00" East 423.10 feet, thence departing said By-pass ROW line and following the ROW line of U. S. Highway #71 city route S00° 18' 00" East 251.38 feet, thence departing said West ROW line S89° 29' 00" West 617.30 feet, thence S00° 51' 00" East 330.50 feet, thence S89° 15' 00" West 657.92 feet to the point of beginning and containing 45.24 acres, more or less, in the City of Fayetteville, Washington County, Arkansas; LESS AND EXCEPT that part of the NW1/4 of the SE1/4 of Section 26, Township 17 North, Range 30 West, more particularly described as follows: Beginning at the Southeast corner of the above survey, said point being also South 00 degrees 46' 00" East 738.05 feet; thence South 89 degrees 28' 00" West 40.00 feet; thence South 00 degrees 18' 00" East 251.38 feet of the Northeast corner of the NW1/4, SE1/4 of said Section 26 and lying on the Westerly right-of-way of U. S. Highway 71; thence North 00 degrees 28' 34" West (North 00 degrees 18' 00" West, Record) 251.38

WASHINGTON COUNTY ABSTRACT &
TITLE COMPANY, INC.
BOX 348
SPRINGDALE, ARKANSAS 72764

LIBER 1349 PAGE 738
LIBER 1243 PAGE 825

Prepared By
WRIGHT, LINDSEY & JENNINGS
ATTORNEYS AT LAW
Little Rock, Arkansas

feet along said right-of-way to a point on the westerly right-of-way of U.S. Highway 71 By-pass; thence continuing along said right-of-way North 19 degrees 16'25" West (North 19 degrees 22'00" West, Record) 423.10 feet; thence North 51 degrees 50'47" West 160.54 feet (North 52 degrees 06'00" West 160.10 feet, Record); thence South 85 degrees 00'53" West (South 85 degrees 06'00" West, Record) 361.58 feet; thence leaving said right-of-way of U.S. Highway 71 By-pass and running South 00 degrees 46'32" East 447.77 feet; thence 21.03 feet along a curve to the right having a radius of 25.00 feet, a central angle of 48 degrees 11'23" and a chord bearing of North 66 degrees 25'19" West; thence 241.19 feet along a curve to the left having a radius of 50.00 feet and a central angle of 276 degrees 22'46"; thence 21.03 feet along a curve to the right having a radius of 25.00 feet and a central angle of 48 degrees 11'23"; thence North 89 degrees 29'00" East 0.22 feet; thence South 00 degrees 46'32" East 226.38 feet; thence North 89 degrees 29'00" East 618.42 feet (617.30 feet, record) to the point of beginning, containing 9.70 acres, more or less. Said lands being reflected on a survey recorded in Book "E" at Page 12, of the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and said lands also identified and described as Tracts 1, 2 and 3 of the Steele Addition, Phase I, as per plat of said Steele Addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Subject to all existing roadways, easements, restrictions and encumbrances. Also without any warranties, express or implied.

AND

All that part of the NW1/4 of the SW1/4 of Section 23, Township 17 North, Range 30 West, lying and being south of Clear Creek, 25 acres, more or less. The SW1/4 of the NW1/4 of Section 23, Township 17 North, Range 30 West, the NW1/4 of the NW1/4 of Section 26, Township 17 North, Range 30 West. The S1/2 of the NW1/4 of Section 26, Township 17 North, Range 30 West. The SW1/4 of the NE1/4 of Section 26, Township 17 North, Range 30 West. The N1/2 of the SW1/4 of Section 26, Township 17 North, Range 30 West. The NW1/4 of the SE1/4 of Section 26, Township 17 North, Range 30 West, except 5 acres, more or less, described as beginning at the SE corner of said 40-acre tract, thence north 330 feet, thence west 660 feet, thence south 330 feet, thence east 660 feet to the point of beginning.

Also, part of the N1/2 of the SE1/4 of Section 27, Township 17 North, Range 30 West, being more particularly described as follows, to-wit: Beginning at the NE corner of said 80-acre tract and running thence south 2.5 chains, thence west 23.5 chains to the east line of the right-of-way of the St. Louis and San Francisco Railroad, thence north 1 1/2° west with said right-of-way to the north line of said 80-acre tract, thence east 23.56 chains to the place of beginning, containing 5.88 acres, more or less. Also, part of the NE1/4 of Section 27, Township 17 North, Range 30 West, described as follows, to-wit: Beginning at the SE corner of said NE1/4 and running thence north 16.6 chains, thence west 11.1 chains to Freyschlag Branch; thence with said branch north 15° west 20 rods, thence north 7° east 19.5 rods to the point where said branch intersects Sublett Creek, thence with the said Sublett Creek north 65° west to a willow in said creek, thence west with the south line of a tract conveyed by James M. Banks to George A. Cole, 31 rods 3 1/2 feet to

T2#1-Mud Creek Project



1551'

1065.6

330

165'

1554.56

732.6

322

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the east line of St. Louis-San Francisco Railroad right-of-way, thence south with the east line of said railroad right-of-way 28 chains, more or less, to the south line of said NE1/4 of said Section 27, thence east 23.56 chains to the point of beginning. LESS AND EXCEPT from the above described lands that portion thereof heretofore deeded to the Ark. State Highway Commission under warranty deed recorded in deed book 729 at page No. 334, that portion thereof heretofore deeded to the City of Fayetteville, Arkansas under warranty deed 835 at page No. 920, and excepting that portion thereof procured by the Arkansas State Highway Commission as shown in Civil Case No. 79-775 of the records of the Circuit Clerk of Washington County, Arkansas.

Subject to all easements and rights-of-way.

AND

Lots 1, 2, 3, 10, 11 and 12 in Block 13, Original Plat of the Town of Tonitown, Arkansas;

Part of the NW1/4 of the SE1/4 of Section 1, T17N, R30W and described as beginning at the SE corner of said Section 1 and running thence N 2600 feet, thence S89° 19' West 2010 feet to the point of beginning, thence running S 170 feet, thence S89° 19' East 129.5 feet, thence N 170.5 feet, thence West to the point of beginning. All contained in the City of Tonitown, Arkansas.

Lots 6 and 7 and the West 1/2 of Lots 5 and 8 in Block 12 in the Original Town of Tonitown, Arkansas, as per recorded plat.

Part of the North Half (N1/2) of the Southwest Quarter of Section One (1), Township Seventeen (17) North, Range Thirty (30) West in Washington County, Arkansas, and being more particularly described as follows, to-wit: From the Southeast (SE) Corner of said 80 acre tract per the Plat of Gates Addition in the South Half (S1/2) of the Southwest Quarter (SW1/4) of said Section One (1) run West 1191.23 feet to a point on the West line of the Railroad right-of-way for the POINT OF BEGINNING, thence run along said right-of-way line North 18 degrees 56' East 219.69 feet; thence North 17 degrees 15' 08" East 22.4 feet; thence leaving said right-of-way run North 74 degrees 04' 54" West 238.76 feet; thence South 14 degrees 53' 26" West 200.61 feet; thence South 0 degrees 24' 36" East 100.81 feet; thence East 202.5 feet to the POINT OF BEGINNING. Containing 1.41 acres more or less and subject to easements and right-of-way of record if any.

TO HAVE AND TO HOLD the same unto Grantee and unto its successors and assigns forever, with all appurtenances thereunto belonging.

And we hereby covenant with Grantee that we will forever warrant and defend the title to said lands against all claims or encumbrances.

And we, Phillip W. Steele and Arthur Hilgard Rubeck, for the consideration recited herein, do hereby release and

LIBER 1349 PAGE 740

LIBER 1243 PAGE 827

relinquish unto Grantee, and unto its successors and assigns, all our right and possibility of curtesy and homestead in and to said lands.

The purpose of this correction warranty deed is to correct certain parts of the property descriptions contained in the Warranty Deed executed by these Grantors to NANCHAR, Inc., on July 23, 1987, which is of record in the Office of the Circuit Clerk and Recorder of Washington County, Arkansas in Deed Record Book 1235 at Pages 179-182.

EXECUTED the 21 day of September 1987.

Charlotte S. Steele
CHARLOTTE S. STEELE

Phillip W. Steele
PHILLIP W. STEELE

Nancy S. Rubeck
NANCY S. RUBECK

Arthur Hilgard Rubeck
ARTHUR HILGARD RUBECK

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

On the 21 day of September, 1987, before me a Notary Public, personally appeared Charlotte S. Steele, Phillip W. Steele, to me well known, who acknowledged that they had executed the foregoing deed in the capacity and for the purposes and consideration therein contained and set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Ramona L. East
Notary Public

My Commission Expires:
My Commission Expires: 1-1-1994

LIBER 1349 PAGE 741

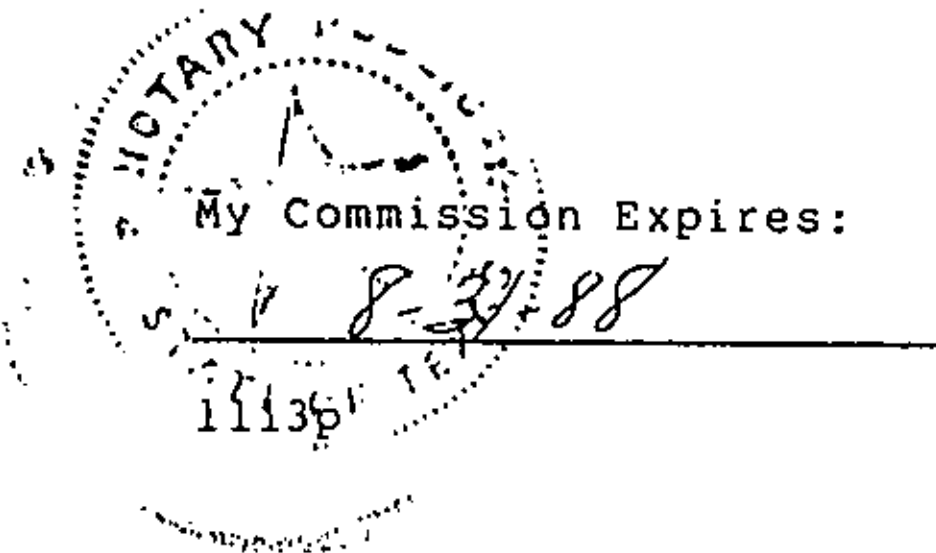
LIBER 1242 PAGE 828

ACKNOWLEDGMENT

STATE OF Iowa
 COUNTY OF Adair

On the 25th day of September, 1987, before me a
 Notary Public, personally appeared Nancy S. Rubeck and Arthur
 Hilgard Rubeck, to me well known, who acknowledged that they
 had executed kthe foregoing deed in the capacity and for the
 purposes and consideration therein contained and set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official
 seal.



Betty A. Elrod
 Notary Public

LIBER 1243 PAGE 829

LIBER 1349 PAGE 742

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Dan Flowers
Director
Telephone (501) 569-2000



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400

December 17, 1997

Re: Job 040179
BRN-9142(7)
Gregg Ave. - Mud Creek St. & Apprs.
Washington County
Tract: 4, E1, E2

Dear Property Owner(s):

It is regretted that we have not been able to reach a settlement with you for your property needed for the construction of the above referenced job in Washington County, Arkansas. The detailed approved appraisal has again been carefully reviewed and based on current comparable real estate sales and values, it is felt that our offer represents the market value for the property needed by the State of Arkansas and is just compensation to you to be paid from public funds. We, therefore, again offer to purchase this property for \$2,050.00.

The title to and right of entry on this property is needed in order that construction of the highway will not be delayed; therefore, it will be necessary to file an eminent domain action for the needed property.

The funds deposited with this action may be withdrawn by you, if desired, prior to reaching an agreement or decision by the court by notifying us without prejudicing your case. If you decide to accept this offer before the trial, the case can be closed without any legal expense to you as our attorneys will prepare the necessary papers.

If you have any questions concerning this matter, please write this office.

Yours truly,

James D. Gaither
Division Head
Right of Way Division

JDG:mb

JOB NO. 040179
TRACT NO. 4E2

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ for and in consideration of One Hundred Dollars and No/100, (\$100.00), and other valuable considerations, to _____ cash in hand paid by the City of Fayetteville, Arkansas, the receipt of which is hereby acknowledged does hereby give and grant to the City of Fayetteville, Arkansas, its successors and assigns an exclusive temporary right of way and temporary easement for the sole purposes necessary for Highway Construction, Job No. 040179, together with free ingress and egress, to, across, through and over the following lands situated in the County of Washington, State of Arkansas:

LEGAL DESCRIPTION

Part of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-seven (27), Township Seventeen (17) North, Range Thirty (30) West, Washington County, Arkansas, being more particularly described as follows:

Beginning at a point 36.03 feet right of and perpendicular to Centerline Station 11+47.90, said point being on the proposed East right-of-way line of Gregg Avenue; thence along the proposed East right-of-way line of Gregg Avenue to a point 100.00 feet right of and perpendicular to Centerline Station 13+00.00; thence to a point 70.00 feet right of and perpendicular to Centerline Station 14+00.00; thence to a point 68.32 feet right of and perpendicular to Centerline Station 14+40.00; thence leaving the proposed East right-of-way line of Gregg Avenue and running to a point 164.36 feet right of and perpendicular to Centerline station 14+11.19; thence to a point 158.63 feet right of and perpendicular to Centerline Station 13+81.85; thence to a point 96.04 feet right of and perpendicular to Centerline Station 12+70.52; thence to a point 106.82 feet right of and perpendicular to Centerline Station 12+62.86; thence to the point of beginning, containing approximately 9,344 square feet or 0.21 acres, more or less.

lgd
9/30/97

together with the rights, easements and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary easement as conditioned above shall terminate when Job No. 040179 has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

TO HAVE AND TO HOLD the same unto the said City of Fayetteville, Arkansas, and to its successors and assigns for and during the term aforesaid and for the purposes hereinabove set forth.

WITNESS my signature on this _____ day of _____, 19 _____.

(SIGNATURE)

(SIGNATURE)

Original

JOB NAME: Mud Creek Structures and Approaches
(Fayetteville)

JOB: 040179
TRACT: 4

CONTRACT TO SELL
REAL ESTATE FOR HIGHWAY PURPOSES

Grantor: _____ Address: _____

Grantee: THE CITY OF FAYETTEVILLE

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby give and grant to the City of Fayetteville on the terms and conditions hereinafter stated, to the right to purchase the following described real estate, save and except the oil and gas only therein and thereunder, situated in the County of Washington, State of Arkansas, to wit:

LEGAL DESCRIPTION

A part of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-seven (27), Township Seventeen North (T-17-N), Range Thirty West (R-30-W), Washington County, Arkansas and being more particularly described as follows:

Commencing at the Northeast corner of said Section 27 and running thence South 2°25'20" West - 835.18 feet; thence North 87°03'29" West - 1508.76 feet to the point of beginning; thence North 87°03'29" West - 69.59 feet to a point on the proposed West right-of-way line of Gregg Avenue; thence running along said right-of-way line, North 40°39'25" East - 43.59 feet; thence North 24°37'26" East - 271.36 feet; thence North 26°44'09" East - 181.33 feet; thence leaving the proposed West right-of-way line of Gregg Avenue and running South 71°51'26" East - 147.32 feet to a point on the proposed East right-of-way line of Gregg Avenue; thence running along the proposed East right-of-way line, South 24°20'11" West - 103.43 feet; thence South 10°02'11" West - 104.40 feet; thence South 49°32'43" West - 165.01 feet; thence leaving the proposed East right-of-way line of Gregg Avenue and running South 48°21'31" West - 143.40 feet to the point of beginning, containing 1.47 acres, more or less.

lgd
9/30/97

PREAUDITED AND ACCEPTED:

Property Manager to Negotiator

By _____ Date _____

COMPENSATION ESTIMATE
FOR
ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

JOB: 040179 PROJECT: BRN-9142(7) COUNTY: Washington TRACT: 4,4E1,4E2

LOCATION: Gregg Avenue Mud Creek Str. & Apprs.

FEE OWNER: *Unknown

ADDRESS:

TELEPHONE:

*This property is claimed by Sam Mathias, 1772 W. Sunset, Springdale, AR (750-9100).

AREA OF WHOLE:	*3.09±Ac	PERMANENT EASEMENT(S):	N/A
AREA OF REMAINDER:	Lt. 1.20±Ac	TEMPORARY EASEMENT(S):	E1-0.11±Ac
	Rt. 0.42±Ac		E2-0.21±Ac
AREA OF ACQUISITION:	*1.47±Ac	HIGHEST & BEST USE:	Agri

(Title Certificate and Legal Description Attached)

*Includes 0.20±Ac. in public road.

LOCATION OF PROPERTY: 800±' south of Joyce Blvd./Gregg Avenue junction on west R/W Gregg Ave.

FRONTAGE: 265.88±' on Gregg

DEPTH: 243.13±' max.

TOPOGRAPHY: Low

IMPROVEMENT TYPE: Vacant

UTILITIES: Electric, water available

COMMENTS: This report premised upon net acquisition area determined by City of Fayetteville, and no staking was located on project. Due to low topography and location, the residuals were not considered to be damaged by the acquisition.

ESTIMATED VALUE OF ACQUISITION:

FEE TITLE:	1.27±Ac. @ \$1,500/Ac	\$	1,900.00
	0.20±Ac. @ \$-0-/Ac.		
TEMPORARY EASEMENT(S):	E1 0.11±Ac Rental value = \$ 50.00	\$	150.00
	E2 0.21±Ac Rental Value = \$100.00		
PERMANENT EASEMENT(S):		\$	-0-
VALUE OF IMPROVEMENTS ACQUIRED:		\$	-0-
COST TO CURE ITEMS:		\$	-0-
DAMAGE TO REMAINING PROPERTY:		\$	-0-
	SUBTOTAL:	\$	2,050.00
SIGNS:		\$	-0-
TOTAL COMPENSATION AS OF	November 4, 1997	\$	2,050.00
BASIS FOR LAND VALUE:	Sales T and U		

CERTIFICATION

I hereby certify that in the preparation of this Estimate I have personally inspected this property; that I have no present or contemplated future interest therein; that compensation to me for this estimate is not contingent upon my value conclusions herein set forth; and that all statements herein are true to the best of my knowledge and belief.

Sherry B. Pratt
Sherry B. Pratt, Appraiser

November 12, 1997
Date

ADMINISTRATIVE APPROVAL:

JN Samson
Signature

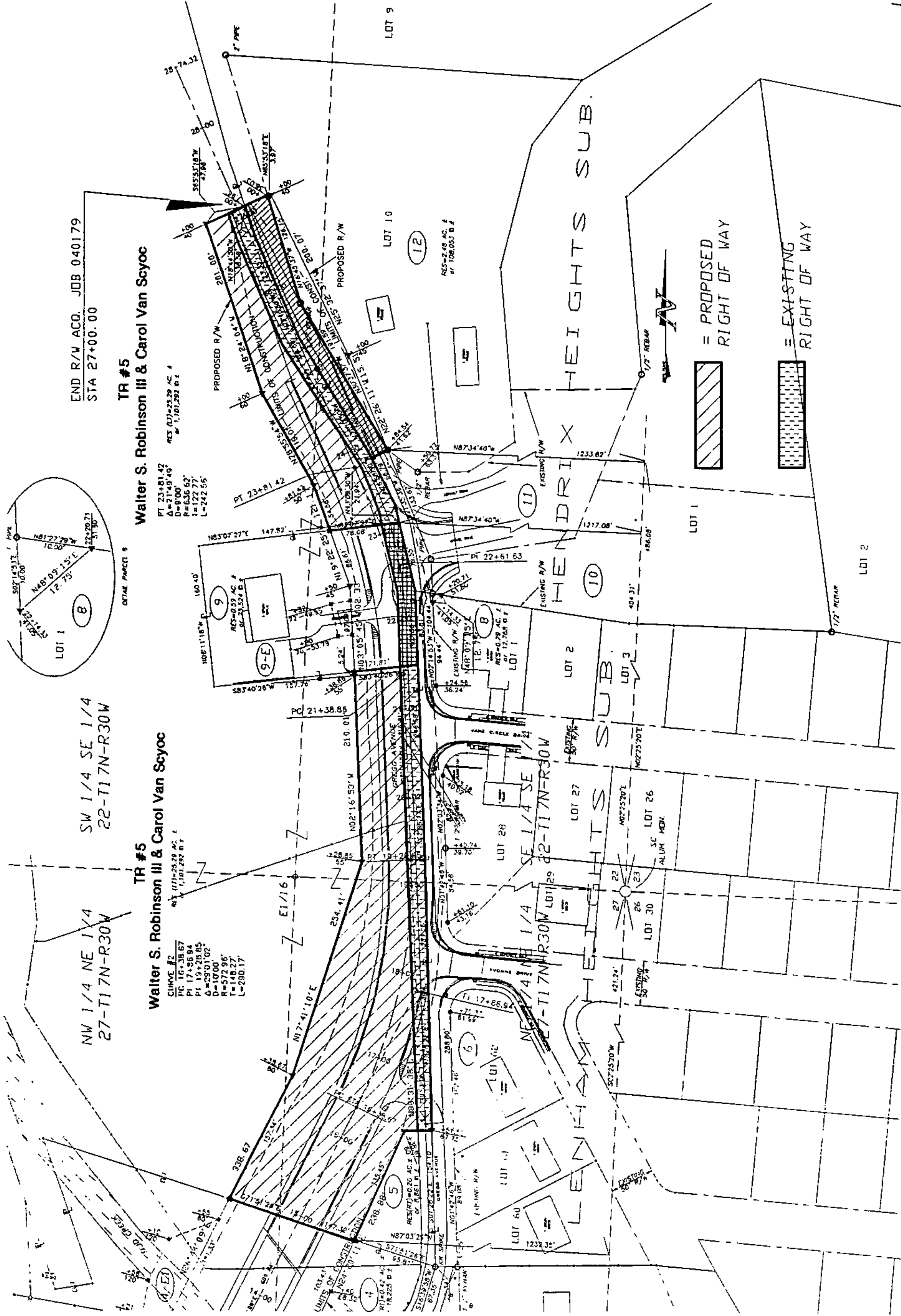
11-20-97
Date

Note: Non-economic comments
Left Residual = 1.2 ± AC = \$1800.⁰⁰
Right Residual = .42 ± AC = \$650.⁰⁰

ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPT.
RECEIVED

NOV 21 1997

ACQUISITION SECTION
RIGHT OF WAY DIVISION



ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Dan Flowers
Director
Telephone (501) 569-2000



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400

December 17, 1997

Walter S. Robinson III & Carol E. Van Scyoc
330 Baxter
Fayetteville, AR 72704

Re: Job 040179
BRN-9142(7)
Gregg Ave. - Mud Creek St. & Apprs.
Washington County
Tract: 5

Dear Property Owner(s):

It is regretted that we have not been able to reach a settlement with you for your property needed for the construction of the above referenced job in Washington County, Arkansas. The detailed approved appraisal has again been carefully reviewed and based on current comparable real estate sales and values, it is felt that our offer represents the market value for the property needed by the State of Arkansas and is just compensation to you to be paid from public funds. We, therefore, again offer to purchase this property for \$7,700.00.

The title to and right of entry on this property is needed in order that construction of the highway will not be delayed; therefore, it will be necessary to file an eminent domain action for the needed property.

The funds deposited with this action may be withdrawn by you, if desired, prior to reaching an agreement or decision by the court by notifying us without prejudicing your case. If you decide to accept this offer before the trial, the case can be closed without any legal expense to you as our attorneys will prepare the necessary papers.

If you have any questions concerning this matter, please write this office.

Yours truly,

James D. Gaither
Division Head
Right of Way Division

JDG:mb

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

Walter S. Robinson III & Carol E. Van Scyoc
6302 Wilkerson Road
Fayetteville, AR 72704

12-2-97

Job 040179
BRN-9142(7)
Gregg Ave. - Mud Creek St. & Apprs.
Washington County
Tract 5

Dear Property Owner(s):

A negotiator for the Arkansas State Highway Commission has presented to you a Contract to Sell offering to purchase the fee simple title to your property needed for highway purposes. A description of the property needed is attached hereto.

The offer of \$7,700.00 is based on the opinion of a qualified real estate appraiser. It has been reviewed and approved by another qualified appraiser. The offered amount is based on the market value concept and is broken down, as follows: \$7,700.00 as just compensation for the realty to be acquired and \$-0- for damage to the remaining lands.

Should you elect to accept this offer, the State will determine if you can convey a merchantable title, and if so, a proper deed conveying the land to the City of Fayetteville will be prepared and you will be paid the amount contained in the written offer.

If you make a final rejection of this offer, and if the City of Fayetteville elects to do so, a condemnation suit will be filed and the amount that the City of Fayetteville has determined to be estimated just compensation for your property will be deposited into the registry of the Circuit Court of this County. You may at this time elect to accept the amount deposited as just compensation for your property. If you elect to do so, the Circuit Court will be asked to enter Judgment in the sum of the estimated just compensation and this amount will be paid to you thereby disposing of the condemnation suit. If you do not elect to accept the amount deposited as estimated just compensation, then you may withdraw the amount placed on deposit as estimated just compensation without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury by the Circuit Court of the County in which your lands are situated to determine just compensation for your lands condemned.

In either event, payment of the estimated just compensation will be made available to you prior to vacating your property.

Yours truly,


Fred Hanna, Mayor
Fayetteville, Arkansas

Original

JOB NAME: Mud Creek Structures and Approaches
(Fayetteville)

JOB: 040179
TRACT: 5

CONTRACT TO SELL
REAL ESTATE FOR HIGHWAY PURPOSES

Grantor: Walter S. Robinson III and Carol E. Van Scyoc,
Address: 6302 Wilkerson Road, Fayetteville, 72704

Grantee: THE CITY OF FAYETTEVILLE

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby give and grant to the City of Fayetteville on the terms and conditions hereinafter stated, to the right to purchase the following described real estate, save and except the oil and gas only therein and thereunder, situated in the County of Washington, State of Arkansas, to wit:

LEGAL DESCRIPTION

A part of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-seven (27), and a part of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section Twenty-two (22), all in Township Seventeen North (T-17-N), Range Thirty West (R-30-W), Washington County, Arkansas and being more particularly described as follows:

Commencing at the Northeast corner of said Section 27 and running thence South 2°25'20" West - 421.24 feet; thence North 87°03'29" West - 1232.35 feet to the point of beginning, said point being on the proposed East right-of-way line of Gregg Avenue; thence leaving the proposed East right-of-way line and running North 71°51'26" West - 147.32 feet to a point on the proposed West right-of-way line of Gregg Avenue; thence running along the proposed West right-of-way line, North 26°44'09" East - 157.34 feet; thence North 17°41'10" East - 254.41 feet; thence North 2°16'53" West - 210.01 feet; thence North 3°05'45" West - 5.24 feet; thence leaving the proposed West right-of-way line of Gregg Avenue and running North 83°40'26" East - 71.81 feet to the centerline of Johnson Road as referenced in Warranty Deed record 1396-549; thence running along said centerline of Johnson Road, South 2°06'17" East - 246.58 feet; thence South 1°28'22" East - 281.25 feet to a point on the proposed East right-of-way line of Gregg Avenue; thence leaving the centerline of Johnson Road and running along the proposed East right-of-way line of Gregg Avenue, South 88°31'38" West - 31.28 feet; thence South 24°20'11" West - 135.45 feet to the point of beginning, containing 1.60 acres, more or less.

Also commencing at the Southeast corner of said Section 22 and running thence North 2°25'20" East - 404.31 feet; thence North 87°34'40" West - 1217.08 feet to the point of beginning, said point being on the centerline of Johnson Road as referenced in Warranty Deed record 1396-549; thence leaving the centerline of Johnson Road and running South 83°07'27" West - 78.08 feet to a point on the proposed West right-of-way line of Gregg Avenue; thence running along the proposed West right-of-way line, North 19°22'25" West - 54.56 feet; thence North 28°55'54" West - 119.01 feet; thence North 18°24'04" West - 201.00 feet; thence leaving the proposed West right-of-way line of Gregg Avenue and running North 65°53'18" East - 47.96 feet to the centerline of Johnson Road; thence running along the centerline of Johnson Road, South 18°44'50" East - 36.59 feet; thence South 23°10'50" East - 123.35 feet; thence South 31°10'50" East - 149.22 feet; thence South 26°58'50" East - 66.79 feet; thence South 13°09'30" East - 21.94 feet to the point of beginning, containing 0.55 acres, more or less.

Resulting in a total combined area of the property described above containing 2.15 acres, more or less.

lgd
9/30/97

PREAUDITED AND ACCEPTED:

Property Manager to Negotiator

By _____ Date _____

REVIEW APPRAISER'S EXAMINATION AND CERTIFICATION

Job: 040179 Location: Greene Avenue / Mud Creek
 Tract: 5

Review Appraiser's Examination:

The appraisal report has been completed in accordance with State Appraisal specifications, conforms to the Uniform Appraisal Standards for Federal Land Acquisition, and follows accepted appraisal principles and techniques in the valuation of real property.

The appraisal report contains or makes reference to the information necessary to explain, substantiate and document and the estimate of fair market value.

The appraisal report includes consideration of compensable items, damages and benefits, if any, and does not include compensation for non-compensable items.

The appraisal report contains an identification or listing of buildings, structures and improvements on the land which are considered affected by the proposed acquisition.

The appraisal report contains an estimate of fair market value for the acquisition and, if applicable, an allocation between the partial acquisition and damages or benefits to the remainder property.

The appraisal report contains an allocation, if applicable, between the fee owner and tenant.

Review Appraiser's Certification:

I hereby certify that I have reviewed this appraisal, and that the fair market value indicated in this report and reviewed by me is to be used in connection with a Federal-aid highway project.

I have made a physical inspection of the appraised property and comparable sales contained within the appraisal report.

Inspection Date: 11-19-97

I have no direct or indirect, present or contemplated future personal interest in the subject property or in any benefit from its acquisition.

I have no knowledge of the existence of hazardous materials on the property and I am not qualified to detect such substances. The existence of hazardous material may have an effect on the value of the property.

Values reflected in this report are the conclusions and opinions of the appraiser. Based on information and data presented, the values closely approximate my opinion of fair market value. My determination of the fair market value has been reached independently, based on my review of the market, supported by the attached documented appraisal report and other factual data of record, and my own personal investigation without collaboration or direction. However, I have not prepared an independent appraisal. Court testimony by the reviewer, if necessary, may or may not reflect the exact figures shown in this appraisal report.

I have made an effort, as closely as possible, to correlate the values reflected in this report with values reflected in other appraisal reports within the project area.

Values reflected in the appraisal report are considered justified and supported within the documentation of the report. My approval of fair market value and recommendation of just compensation is:

\$7,700.⁰⁰

ARKANSAS STATE HIGHWAY
 AND TRANSPORTATION DEPT.
RECEIVED

NOV 21 1997

ACQUISITION SECTION
 RIGHT OF WAY DIVISION

JH Simon
 Reviewing Appraiser

Date: 11-21-97

*Note: Non-economic comment to
 Right of Way = 8,861 ± s.t. = 900.⁰⁰
 JS*

WARRANTY DEED

UNMARRIED PERSON

FILED FOR RECORD
 '90 NOV 28 PM 3 26
 WASH CO AR
 A. KOLLMEYER

KNOW ALL MEN BY THESE PRESENTS:

THAT Sam Mathias, and Virginia Howard, both ~~un~~unmarried persons hereinafter called GRANTOR, for and in consideration of the sum of One (\$1.00) and other valuable consideration DOLLARS, paid by Walter S. Robinson, III and Carol E. Van Scyoc, as tenants in common, with no right of survivorship the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Walter S. Robinson, III and Carol E. Van Scyoc, as tenants in common with no right of survivorship hereinafter called GRANTEE, and unto their heirs and assigns forever, the following lands lying in Washington County, Arkansas, to-wit:

Part of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 22 and part of the Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northeast Quarter of Section 27 all in Township 17 North of Range 30 West, being more particularly described as follows, to-wit: Beginning at a point which is 1295.8 feet North and 1540.84 feet West of the Southeast corner of said Section 22 and running thence S 89 degrees 05'40" W 1019.79 feet to the East right of way of Frisco Railroad; thence along said railroad right of way the following bearings and distances: S 32 degrees 17'28" E 547.10 feet, S 32 degrees 10'57" E 806.62 feet, S 28 degrees 03'30" E 205.12 feet, S 21 degrees 53'29" E 220.09 feet, S 21 degrees 53'29" E 272.81 feet; thence N 78 degrees 06'31" E 42.58 feet; thence N 21 degrees 53'29" W 173.50 feet; thence S 75 degrees 10'55" E 463.16 feet, to the centerline of Johnson Road; thence with said centerline of Johnson Road, thence following bearings and distances: N 04 degrees 47'51" W 435.35 feet, N 05 degrees 25'46" W 330.39 feet, N 16 degrees

Continued

TO HAVE AND TO HOLD the same unto the said GRANTEES, and unto their heirs and assigns forever, with all appurtenances thereunto belonging.

And we hereby covenant with said Walter S. Robinson, III and Carol E. Van Scyoc, as tenants in common, that we will forever warrant and defend the title to said lands against all lawful claims whatever.

WITNESS our hands and seals on this 26th day of November, 1990.

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Carol E. Van Scyoc

Address _____

ACKNOWLEDGMENT

STATE OF ARKANSAS
 COUNTY OF Washington ss:

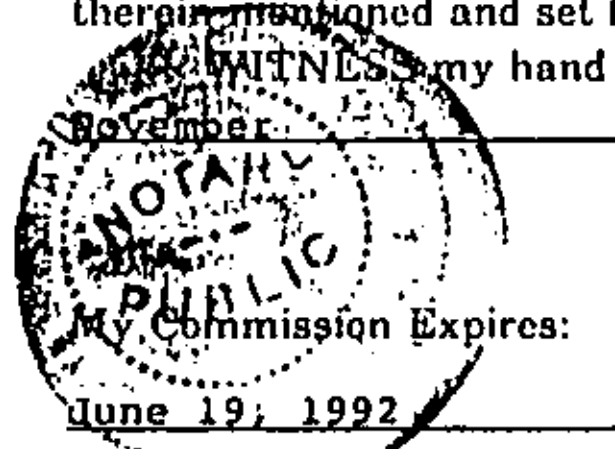
82/50
 0148816



83.60
 38M

BE IT REMEMBERED, that on this day came before me, the undersigned, a Notary Public, within and for the county aforesaid, duly commissioned and acting Sam Mathias and Virginia Howard, both unmarried persons, to me well known as the grantor s in the foregoing Deed, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNES my hand and seal as such Notary Public on this 26th day of November, 1990.



1394-332 - withdrawn at not books &
Carol M. Barker
 Notary Public Carol M. Barker

Other documents recorded there

LIBER 1396 PAGE 549

LIBER 1394 PAGE 332

785-18133

1400-11-11-90
 330-Boxer from
 Fayetteville, on 70701

under for document to Walter

Continuation of Legal Description

28'59" W 101.49 feet, N 30 degrees 18'19" W 66.79 feet, N 34 degrees 30'19" W 149.22 feet, N 26 degrees 30'19" W 123.35 feet, N 22 degrees 04'19" W 92.25 feet, N 18 degrees 48'19" W 283.13 feet, N 07 degrees 03'19" W 122.45 feet, N 01 degrees 30'41" E 122.06 feet to the point of beginning. LESS AND EXCEPT part of the Southwest Quarter of the Southeast Quarter of Section 22, Township 17 North, Range 30 West, more particularly described as follows, to-wit:

Beginning at a point North 116° 31 feet and West 1563.23 feet from the Southeast corner of said Section Twenty-two (22), said point in the center of Johnson Road 15.92 feet South of a one lane brige, thence S 07 degrees 03'19" E 106.53 feet along the centerline of said Johnson Road, thence S 18 degrees 48'19" E 36.75 feet to the North boundary line of telephone property, thence leaving the centerline of Johnson Road S 68 degrees 23' W along North telephone property line 59.00 feet, thence S 68 degrees W 132.50 feet, thence N 11 degrees 09'15" W 163.09 feet, thence N 88 degrees E 194.00 feet (on a line 5.0 feet North of an existing concrete water tank wall) to the point of beginning, said exception containing 0.69 acres, more or less. ALSO, LESS AND EXCEPT part of the Southeast Quarter of Section 22, Township 17 North, Range 30 West, being more particularly described as follows, to-wit: Commencing at the Southeast corner of said Section 22, thence North 386.80 feet, thence West 1223.59 feet to the point of beginning; thence S 16 degrees 28'59" E 79.55 feet; thence S 05 degrees 25'46" E 88.81 feet; thence S 80 degrees 20'57" W 229.57 feet, thence N 09 degrees 30'47" W 160.40 feet; thence N 79 degrees 48' E 225.90 feet to the point of beginning, said exception containing 0.86 acres, more or less.

SUBJECT TO a perpetual and permanent easement of 5 feet of equal and uniform width and 125 feet of equal and uniform length, beginning at a point on the West boundary of the above 0.86 acre less and except tract, which is 66 feet, more or less South along said West boundary from the Northwest corner of said tract, and running thence Westerly along the present and existng waterline 125 feet, more or less, to a water meter.

INGRESS AND EGRESS OVER AND ACROSS part of the North Half of the Northeast Quarter of Section 27, Township 17 North, Range 30 West, described as beginning at a point found by running North 1295.8 feet; thence West 1540.85 feet; thence S 89 degrees 05'40" W 1019.79 feet to the East right of way of Frisco Railroad, thence along said railroad right of way the follows bearings and distances: S 32 degrees 17'28" E 547.10 feet, S 32 degrees 10'57" E 806.62 feet, S 28 degrees 03'30" E 205.12 feet, S 21 degrees 53'29" E 220.09 feet, S 21 degrees 53'29" E 272.81 feet; thence N 78 degrees 06'31" E 42.58 feet; thence N 21 degrees 53'29" W 173.50 feet from the Northeast corner of said Section 27, TO THE POINT OF BEGINNING, thence S 42 degrees 18'29" E 431.69 feet, to the centerline of Johnson Road; thence along Johnson Road the following bearings and distances: N 52 degrees 49'31" E 127.32 feet, N 34 degrees 30'31" E 70.81 feet, N 13 degrees 24'31" E 67.35 feet; thence N 75 degrees 10'55" W 463.16 feet to the point of beginning.

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Dan Flowers
Director
Telephone (501) 569-2000



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400

December 17, 1997

Tom K. Bramlett & Cheryl Bramlett
6554 Wilkerson Rd.
Fayetteville, AR 72704

Re: Job 040179
BRN 9142(7)
Gregg Ave. - Mud Creek Str. & Apprs.
Washington County
Tract: 9, 9E

Dear Property Owner(s):

It is regretted that we have not been able to reach a settlement with you for your property needed for the construction of the above referenced job in Washington County, Arkansas. The detailed approved appraisal has again been carefully reviewed and based on current comparable real estate sales and values, it is felt that our offer represents the market value for the property needed by the State of Arkansas and is just compensation to you to be paid from public funds. We, therefore, again offer to purchase this property for \$5,600.00.

The title to and right of entry on this property is needed in order that construction of the highway will not be delayed; therefore, it will be necessary to file an eminent domain action for the needed property.

The funds deposited with this action may be withdrawn by you, if desired, prior to reaching an agreement or decision by the court by notifying us without prejudicing your case. If you decide to accept this offer before the trial, the case can be closed without any legal expense to you as our attorneys will prepare the necessary papers.

If you decide to retain the improvements: Concrete Drive and Landscaping at \$-0- salvage, you should get in touch with our Property Manager, Doug Thacker, at the Arkansas State Highway and Transportation Department, P.O. Box 2261, Little Rock, Arkansas 72203 or phone 501-569-2317 within the next ten days so that the necessary arrangements can be made.

If you have any questions concerning this matter, please write this office.

Yours truly,

James D. Gaither
Division Head
Right of Way Division

JDG:mb

December 10, 1997

Dear City Fathers:

Attached you will find a copy of the counter-offer made to the City of Fayetteville and the State of Arkansas in reply to the offer made to us for purchase of part of our property in Johnson, Arkansas. After investigating real estate costs in our general area and consulting with appraisers and other legal counselors, we have reached the conclusion that the offer made by the state and city are unacceptable. We have put figures to our survey results and feel these are much more close to reasonable and fair prices for our land. Below you will find our conclusions:

Land on the south side of us is being sold for approximately \$1.50 per square foot, even though the land is in flood plain & would take considerable improvements for commercial or residential use. The land just over the hill from us is of course sold at \$8.00 per square foot, because of the expensive commercial building going on. Our land is our home, and was purchased because of it's solitude, distance from roads and heavy traffic and close neighbors. The Joyce Street extension has already taken away a lot of this and now the bridge-widening is taking the rest. Add to this the unwillingness of the city or state to purchase the 3200+ sq. feet under the existing road because of affidavits proving government maintenance of this property, and we, property owners of this state, are being treated unfairly and unjustly. We feel that our property is worth all of the \$1.50 per square foot that we are asking. We know from the experiences of others that the government cares nothing about the aesthetic value being taken from our land and thinks only with numbers. Our land will, in our opinion, be devalued by this road deal, others think we should consider commercial use of the property, but that is unreasonable because of the lack of frontage left after the sale. Even if commercial use was an option, we could not move from here because we cannot purchase another home due to our inability to obtain conventional financing. We are a lower-middle income family with three children in college and our debts are just too high.

Please reconsider your offer for our land. Your ASHC negotiator explained the customary procedure on the state level of offer/counter-offer and its different levels of negotiation used before a land owner must take legal action. This is not what we want to do, but may not have any choice. Thank you for your cooperation and consideration.

Sincerely,

Thomas K. Bramlett Cheryl J. Bramlett
Thomas K. & Cheryl Bramlett

cc: Mayor Fred Hannah

Mayor Richard Long

THE CITY OF FAYETTEVILLE, ARKANSAS

Tom K. Bramlett & Cheryl Bramlett
6554 Wilkerson Rd.
Fayetteville, AR 72704

12-3-97

Job 040179
BRN 9142(7)
Gregg Ave. - Mud Creek Str. & Apprs.
Washington County
Tract 9, 9E

Dear Property Owner(s):

A negotiator for the Arkansas State Highway Commission has presented to you a Contract to Sell offering to purchase the fee simple title to your property needed for highway purposes. A description of the property is attached.

The following buildings, structures, and other improvements, including fixtures located upon the lands needed are as follows: Concrete Drive and Landscaping.

In the event you desire to retain any of the building, structures or other improvements, including fixtures, listed above for salvage value of \$-0- you must do so prior to the date of closing of a Contract to Sell or eminent domain proceedings.

The offer of \$5,600.00 is based on the opinion of a qualified real estate appraiser. The offered amount is based on the market value concept and is broken down as follows: \$5,600.00 as just compensation for the realty to be acquired and \$-0- for damage to the remaining lands.

Should you elect to accept this offer, the State will determine if you can convey a merchantable title, and if so, a proper deed conveying the land to the City of Fayetteville will be prepared and you will be paid the amount contained in the written offer.

If you make a final rejection of this offer, and if the City of Fayetteville elects to do so, a condemnation suit will be filed and the amount that the City of Fayetteville has determined to be estimated just compensation for your property will be deposited into the Registry of the Circuit Court of the County. You may at this time elect to accept the amount deposited as just compensation for your property. If you elect to do so, the Circuit Court will be asked to enter Judgment in the sum of the estimated just compensation and this amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as estimated just compensation, then you may withdraw the amount placed on deposit as estimated just compensation without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury by the Circuit Court of the County in which your lands are situated to determine just compensation for your lands condemned.

In either event, payment of the estimated just compensation will be made available to you prior to vacating your property.

Yours truly,

A handwritten signature in cursive script, appearing to read "Fred Hanna".

Fred Hanna, Mayor
Fayetteville, Arkansas

November 7, 1997

Billy Taylor
Arkansas State Highway & Transportation Department
P.O. Box 2261
Little Rock, AR 72203-2261

Dear Mr. Taylor and Associates:

Enclosed please find a copy of our survey and deed to our land in Johnson, being considered for purchase by the state of Arkansas for the widening of the single-lane bridges in our community. We simply wanted to clarify our property lines for the upcoming negotiations of land purchase.

We purchased our land and house in Johnson three years ago for the express reason of it's isolation from other land and roadways, the serenity that Johnson has to offer from constant traffic, and the quaint single-lane bridges, that offer slow traffic and reduced traffic. Since the city of Fayetteville has now built the west end of Joyce street to empty into our front yard, of course things have changed drastically. This road came in with considerable damage to the front house from the drainage off that hill. Hopefully they have taken care of most of that problem. So in general we are uncomfortable about the land takeover of our land that is now in progress.

When we bought this property, we were shocked to find out that a failure to disclose clause was added to our closing meeting. This was the first to hear about the road goings on. A possible law suit may still result in this disclosure failure. We went to city engineers what assured us that only a small portion on both fence borders would be involved, even showing us the plats. We continued with our remodeling until a Johnson official cautioned us to wait until later, until further plans were made. Another trip to the engineers promised another circle drive to replace the one you are taking and a privacy fence to replace our chain link, to help restore some of the privacy we purchased with the home. Now we receive your information that includes none of the above mentioned verbal agreements.

All that history brings us up today, where we are now facing a purchase of land, 11.000+ acres, but are only willing to pay for 8,600+ acres because of a prior right-of-way given for land under the existing road. Our points of issue over this takeover is simply that you are refusing to purchase a 3,200+ square feet of land that will remain deeded to us, therefore forcing us to pay taxes on it, even though it has been totally separated from the remainder of our property. I have spoken with our county assessors and a legal representative about our legal position in this issue and feel it is fully in our rights to seek payment on this strip of land. This letter comes in formal request for consideration of this in our appraisal and offer for purchase.

We would also like to request that the rented construction being planned for the middle of our driveway be moved to either side of our property, allowing us some use of the driveway. The reason for this is relatively simple. Our property is just outside the flood plain area on that side of the road, but drainage from the hillside across from us causes our yard to be soggy at the slightest rain, ice, or snow. Even a heavy dew causes mud in our yard. Without our cement driveway to use over the two-year stretch to complete this project, we will be constantly bogged down. We've had many cars in our family stuck in the grass on winter or rainy days. At any time, it is not uncommon for there to be five to eight cars in our driveway. We have four daughters, two son-in-laws and four grandchildren. We are always together at the home on Wilkerson and the unmarried daughters always have their boy-friends over. So the traffic in our driveway is heavy.

One final issue we wish to discuss is concerning the construction plans for the roadway that require lifting the roadway as much as eight feet in some areas, but at least some in front of our house. We have fought constantly to keep any new construction from causing more drainage problems with our home. By raising the new road any distance from level, will create immeasurable amounts of damage to the front of our home, especially the apartment area in the front used by our college-aged daughter. We would like any engineering plans to include any and all drainage options to keep our home from water damage.

Thank you for your cooperation and understanding. Feel free to call our home for further information. Had we been given ample time to prepare our paperwork, we would have brought this to your attention during our meeting. Unfortunately, calling on us in the late evening, after working til 7:30 p.m. caught us at a time when we were unprepared to talk issues. We are sure that the state of Arkansas will want to do the right thing in behalf of it's citizens. We are willing to sel over half of our lawn for the road, but want to be treated fairly as well. Thanks for your consideration.

Sincerely,

Thomas K. & Cheryl Bramlett

Rev.. Thomas K. & Cheryl Bramlett

cc: Washington County Highy Department
 Fayetteville Highway Department
 Mayor Fred Hannah
 AHTD Department Head
 Governor Mike Huckabee
 Senator Tim Hutchinson
 Representative Asa Hutchinson

9.42

WARRANTY DEED

27540

UNMARRIED PERSON

I certify under penalty of false
swearing that at least the legally
correct amount of documentary stamps
have been placed on this instrument.

KNOW ALL MEN BY THESE PRESENTS:

THAT Rosetta A. HarmonAddress 415 SW Jones - Bay
an unmarried person, hereinafter calledGRANTOR, for and in consideration of the sum of One (\$1.00) and other valuable considerationDOLLARS, paid by Tom K. Bramlett and Cheryl L. Bramlett, husband and wife,

the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto

Tom K. Bramlett and Cheryl L. Bramlett, husband and wife,hereinafter called GRANTEE, and unto their heirs and assigns forever, the following lands lying inWashington County, Arkansas, to-wit:

Part of the Southeast Quarter (SE 1/4) of Section Twenty-Two (22), Township 17 North, Range 30 West, being more particularly described as follows, to-wit: Commencing at the Southeast corner of Section 22, thence North 386.80 feet, thence West 1223.59 feet to the POINT OF BEGINNING; thence South 16°28'59" East 79.55 feet; thence South 05°25'46" East 88.81 feet; thence South 80°20'57" West 229.57 feet; thence North 09°30'47" West 160.40 feet; thence North 79°48' East 225.90 feet, to the POINT OF BEGINNING, containing 0.86 acres, more or less.

Subject to easements, rights-of-way and protective covenants of record, if any. AND ALSO, the GRANTOR herein does bargain, grant, sell and convey, unto the GRANTEES and unto their heirs and assigns, all of the GRANTOR'S right, title and interest in and to a certain easement described in a Warranty Deed recorded March 1, 1991 at 11:05 a.m. in Record Book 1404 at Page 580 in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

This deed is made and accepted subject to a Mortgage, executed by Rosetta A. Harmon, a single person, in favor of Vearl Self, Trustee for the Self Family Trust, Under Trust Instrument dated February 1, 1981, dated February 1, 1991, and filed for record March 1, 1991 at 11:05 a.m. in Record Book 1404 at Page 581 in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and which Mortgage and the promissory note it secures the GRANTEES herein assumes and agrees to pay as a part of the consideration for this deed.

I CERTIFY UNDER PENALTY OF FALSE SWEARING THAT AT LEAST THE LEGALLY CORRECT AMOUNT OF DOCUMENTARY STAMPS HAVE BEEN PLACED ON THIS DEED.

Grantee: _____ Address: _____

TO HAVE AND TO HOLD the same unto the said GRANTEE s, and unto their heirs and assigns forever, with all appurtenances thereunto belonging.

And I hereby covenant with said Tom K. Bramlett and Cheryl L. Bramlett, husband and wife, that I will forever warrant and defend the title to said lands against all lawful claims whatever.

WITNESS my hand and seal _____ on this 19th day of August, 1994.

Rosetta A. Harmon (SEAL)
Rosetta A. Harmon

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF Washington ss:

BE IT REMEMBERED, that on this day came before me, the undersigned, a _____ Notary Public, within and for the county aforesaid, duly commissioned and acting Rosetta A. Harmon, to me well known as the grantor _____ in the foregoing Deed, and acknowledged that she had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 19th day of August

My Commission Expires 11-10-03

OFFICIAL SEAL
KIM LOWREY
NOTARY PUBLIC ARKANSAS
WASHINGTON COUNTY Notary Public
MY COMMISSION EXPIRES 11/10/2003

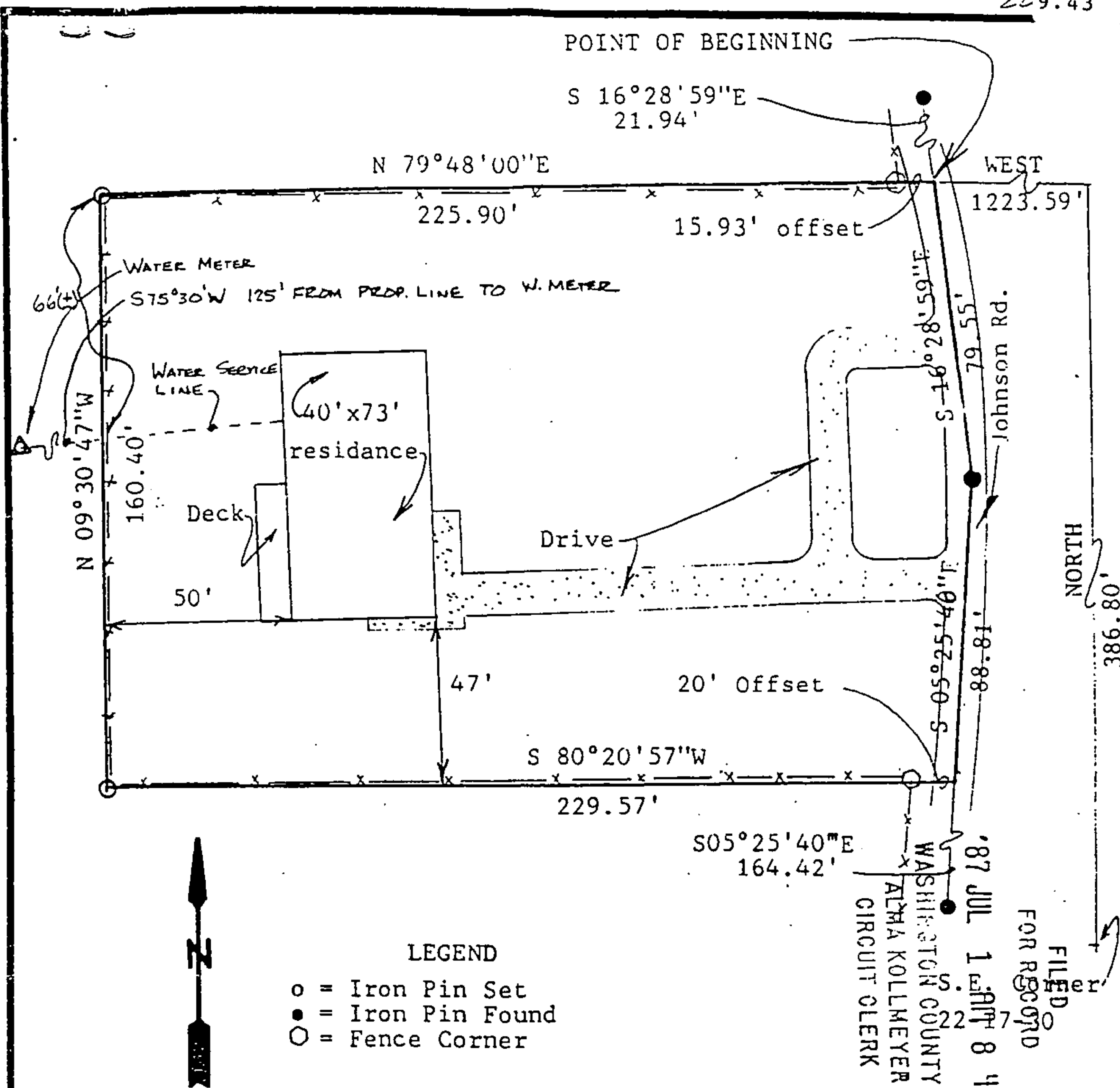
Prepared by: Walter P. Mayo, Attorney
305 Wayland, Springdale, AR

777AA

FILED FOR RECORD
94 AUG 25 PM 2 11
WASHINGTON CO AR
ASIMOLMEYER



458453



LEGAL DESCRIPTION: Part of the SE $\frac{1}{4}$ of Section 22 T17N, R30W of the Fifth Principal Meridian in Washington County Arkansas, being more particularly described as follows, to-wit: Commencing at the Southeast Corner of Section 22, thence North 386.80 Feet, thence West 1223.59 Feet to the P.O.B.; thence S 16°28'59"E 79.55 Feet, thence S 05°25'46"E 88.81 Feet, thence S 80°20'57"W 229.57 Feet, thence N 09°30'47"W 160.40 Feet, thence N 79°48'E 225.90 Feet to the P.O.B.; Containing 0.86 acres; more or less subject to easements and right of way of record.

THIS IS TO CERTIFY THAT THE ABOVE SURVEY WAS PERFORMED UNDER MY SUPERVISION, ALL CORNER PINS WERE IN PLACE OR SET AS SHOWN AND TO THE BEST OF MY KNOWLEDGE ARE CORRECT.

Neal B. Albright

Neal B. Albright ARLS 273

5/27/87

DATE

JOB NAME: Mud Creek Structures and Approaches
(Fayetteville)

JOB: 040179
TRACT: 9

CONTRACT TO SELL
REAL ESTATE FOR HIGHWAY PURPOSES

Grantor: Tom K. Bramlett and Cheryl L. Bramlett, Address: 6554 Wilkerson Rd.
husband and wife. Fayetteville, AR 72704

Grantee: THE CITY OF FAYETTEVILLE

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby give and grant to the City of Fayetteville on the terms and conditions hereinafter stated, to the right to purchase the following described real estate, save and except the oil and gas only therein and thereunder, situated in the County of Washington, State of Arkansas, to wit:

LEGAL DESCRIPTION

A part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-two (22), Township Seventeen North (T-17-N), Range Thirty West (R-30-W), Washington County, Arkansas and being more particularly described as follows:

Commencing at the Southeast corner of said Section 22 and running thence North 2°25'20" East - 404.31 feet; thence North 87°34'30" West - 1217.08 feet to the point of beginning, thence South 13°09'30" East - 79.55 feet; thence South 2°06'17" East - 83.81 feet; thence South 83°40'26" West - 71.81 feet to a point on the proposed West right-of-way line of Gregg Avenue; thence running along the proposed West right-of-way line, North 3°05'45" West - 97.09 feet; thence North 19°22'25" West - 66.61 feet; thence leaving the proposed West right-of-way line of Gregg Avenue and running North 83°07'27" East - 78.08 feet to the point of beginning, containing approximately 11,891 square feet or 0.27 acres, more or less.

lgd
9/30/97

PREAUDITED AND ACCEPTED:

Property Manager to Negotiator

By _____ Date _____

IMPROVEMENTS	APPRAISED SALVAGE VALUE	RETAINED BY GRANTOR		AMOUNT OF BOND REQUIRED	WILL GIVE ACTUAL POSSESSION OF IMPROVEMENTS NOT RETAINED
		YES	NO		
Concrete Drive	-0-			-0-	At closing
Landscaping	-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.

APPRAISED VALUE of Real Estate Including Damages to Remainder \$ 5,500.00

LESS SALVAGE VALUE - IMPROVEMENTS RETAINED \$ _____

NET PAYMENT DUE \$ _____

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 \$ _____.

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 of Fayetteville in connection with the real property herein covered, Grantor(s) also agrees to allow the City of Fayetteville permission to enter upon that part of the remaining property necessary for the sole purpose of removing any improvements acquired by the City of Fayetteville, 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 of Fayetteville 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 of Fayetteville 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 Warranty Deed when presented by the City of Fayetteville and receive payment of the stated "Net Payment Due" from the said City of Fayetteville, 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 of Fayetteville shall not be obligated further unless stated herein to wit:

It is understood and agreed that closing costs will not accrue 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 City of Fayetteville is hereby authorized and directed to make payment of the purchase funds for the conveyance to _____

Dated this _____ day of _____, 19____

Signature _____
SS# _____

Signature _____
SS# _____

Signature _____
SS# _____

Signature _____
SS# _____

ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public,
within and for the County aforesaid, duly commissioned and acting

to me well known as the Grantor(s) in the foregoing Contract to Sell and State that _____ has executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public _____ day of _____,
19____.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

JOB NO. 040179
TRACT NO. 9E

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Tom K. & Cheryl L. Bramlett for and in consideration of One Hundred Dollars and No/100, (\$100.00), and other valuable considerations, to cash in hand paid by the City of Fayetteville, Arkansas, the receipt of which is hereby acknowledged does hereby give and grant to the City of Fayetteville, Arkansas, its successors and assigns an exclusive temporary right of way and temporary easement for the sole purposes necessary for Highway Construction, Job No. 040179, together with free ingress and egress, to, across, through and over the following lands situated in the County of Washington, State of Arkansas:

LEGAL DESCRIPTION

Part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-Two (22), Township Seventeen (17) North, Range Thirty (30) West, Washington County, Arkansas, being more particularly described as follows:

Beginning at a point 53.79 feet left of and perpendicular to Centerline Station 21+90.00, said point being on the proposed West right-of-way line of Gregg Avenue; thence leaving the West right-of-way line of Gregg Avenue and running to a point 70.00 feet left of and perpendicular to Centerline Station 21+90.00; thence to a point 72.00 feet left of and perpendicular to Centerline Station 22+32.00; thence to a point 49.95 feet left of and perpendicular to Centerline Station 22+32.00, said point being on the proposed West right-of-way line of Gregg Avenue; thence along the proposed West right-of-way line of Gregg Avenue to the point of beginning, containing approximately 725 square feet or 0.02 acres, more or less.

lgd
10/01/97

together with the rights, easements and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary easement as conditioned above shall terminate when Job No. 040179 has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

TO HAVE AND TO HOLD the same unto the said City of Fayetteville, Arkansas, and to its successors and assigns for and during the term aforesaid and for the purposes hereinabove set forth.

WITNESS my signature on this day of , 19 .

(SIGNATURE)

(SIGNATURE)

SINGLE ACKNOWLEDGMENT

STATE OF)
) SS
 COUNTY)

Before me, a Notary Public duly commissioned, qualified and acting within and for the aforesaid County, on this day personally appeared _____ well known to me to be the person whose name is subscribed to the foregoing instrument and stated to me that _____ executed the same for the consideration and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this _____ day of _____, 19____.

(SEAL)

Notary Public in and for_____
County, _____
State

My Commission Expires _____

JOINT ACKNOWLEDGMENT

STATE OF)
) SS
 COUNTY)

Before me, a Notary Public duly commissioned, qualified and acting within and for the aforesaid County, on this day personally appeared _____ and his or her spouse, _____ to me well known as the grantors in the foregoing instrument and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this _____ day of _____, 19____.

(SEAL)

Notary Public in and for_____
County, _____
(State)

My Commission Expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF
 COUNTY OF

On this _____ day of _____, 19____, before me, a Notary Public duly commissioned, qualified and acting within and for said County and State, appeared in person the within named _____ and _____ to me personally well known, who stated that they were the _____ President and Secretary, respectively, of the _____ Company, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this _____ day of _____, 19____.
 (SEAL)

Notary Public in and for_____
County, _____
(State)

My Commission Expires _____

COUNCIL AGENDA ITEM REQUEST FORM

11.01

For the Fayetteville City Council meeting of Jan 6, 1998

FROM:

Cyrus Young
Name

DESCRIPTION: Repeal Ord 3962 (Parking Waivers in C-3 & C-4) and Adopt sections in Ord 3870 repealed by Ord 3962 - thereby returning parking requirements in C-3 & C-4 to the original requirements in Ord 3870.

ORDINANCE NO. 3962

MICROFILMED

AN ORDINANCE AMENDING CHAPTER 160, ZONING, OF THE CODE OF THE FAYETTEVILLE, TO REPEAL §160.117(H)(1)(b), WHICH PROVIDES FOR CERTAIN PARKING WAIVERS; TO ADD §160.117(H)(1)(b) TO PROVIDE FOR SHARED PARKING; TO REPEAL §160.117(D)(1), OFF-STREET PARKING; TO ADD §160.0117(D)(1) TO EXCLUDE EXISTING STRUCTURES WITH CHANGE OF USE IN C-3 AND C-4 ZONING DISTRICTS FROM PARKING REGULATIONS; AND TO ADD §160.117(D)(1)(a), REQUIRING PARKING FOR NEW CONSTRUCTION, RAZED BUILDINGS, AND ENLARGED BUILDINGS IN C-3 AND C-4 ZONING DISTRICTS.

ORDINANCE NO. 3870

AN ORDINANCE AMENDING CHAPTER 160, ZONING, OF THE CODE OF FAYETTEVILLE, TO REPEAL OFF-STREET PARKING REQUIREMENTS SET FORTH IN VARIOUS SUBSECTIONS OF SECTION 160.055; TO ADD DEFINITIONS FOR "PARKING LOT" AND "LANDSCAPING" TO SECTION 160.002; TO REPEAL SECTION 160.118(D)(5) SETTING FORTH REDUCTIONS OF THE MINIMUM PARKING SETBACK REQUIREMENT; TO REPEAL SECTION 160.117, OFF-STREET PARKING REQUIREMENTS; AND TO ADOPT STANDARDS FOR PARKING LOT CONSTRUCTION, PARKING LOT DESIGN, NUMBER OF SPACES - BY USE, PARKING LOT LOCATION STANDARDS, PARKING LOT LANDSCAPING, PERIMETER LANDSCAPING, PARKING WAIVERS, AND NONCONFORMING PARKING LOTS.

14-43-311. Redistricting of wards.

(a)(1)(A) City councils in cities of the first class shall have the authority to redistrict the wards in their city when they determine that the people can best be served by adding wards, combining wards, or changing ward boundary lines to equalize the population in the various wards.

(B) It shall be the duty of the council to see that each ward has as nearly an equal population as would best serve the interest of the people of the city. (2)(A) Within ninety (90) days after redistricting, if one hundred (100) or more qualified electors in the city are dissatisfied with the redistricting of the city into wards, they shall have the authority to petition the circuit court.

(B) The court, after due hearing, shall have authority to redistrict the city into such wards as the court shall deem best if the court finds that the redistricting action by the council was arbitrary and capricious.

(b) At the next city election held, more than twenty (20) days after

the approval of redistricted wards, there shall be elected from each of the new wards two (2) aldermen who shall organize the new city council at the first council meeting in January after their election.

(c)(1)(A) All aldermen elected in the city prior to redistricting of wards shall give up their positions to the new aldermen at the time for the organization of the new council, as provided in subsection (b) of this section.

(B) From that date the terms of office of all previously elected aldermen shall cease and terminate.

(2)(A) It shall be lawful to increase the number of wards or continue the same number of wards without affecting the terms of office of incumbent aldermen of the city.

(B)(i) When the wards are reapportioned so as to increase the number of wards or readjust existing wards so that such wards contain nearly equal population, the aldermen who remain in their old ward, or part thereof, shall continue in office.

(ii) New aldermen shall be elected only for new wards actually formed out of the territory of old wards.

(d)(1) All clerk's costs and other costs incurred in the proceedings

authorized in this section shall be paid by the persons at whose instance the services were rendered.

(2)(A) In case these proceedings result in the redistricting of the city into new wards, the compensation of those individuals making the redistricting shall be fixed by the circuit judge, certified to the city council, and paid out of the city treasury.

(B) This compensation shall not exceed the sum of twenty-five dollars (\$25.00) each.

History. Acts 1885, No. 67, 6, p. 92; 1905, No. 275, 1, p. 693; C. & M. Dig., 7720-7724, 7726; ~~Pope's~~ Dig., 9890-9894, 9896; Acts 1973, No. 600, 1; 1983, No. 253, 1; A.S.A. 1947, 19-1005 - 19-1007, 19-1009.

ORDINANCE NO. ____

DRAFT

AN ORDINANCE AMENDING CHAPTER 160, ZONING, OF THE CODE OF FAYETTEVILLE, TO REPEAL §160.117(H)(1)(b) AND §160.117(D)(1)(a) AND (b); AND TO ADD THE REQUIREMENT OF ADEQUATE PARKING FACILITIES WITHIN 600' FROM THE ENTRANCE OF THE STRUCTURE AS A CONDITION FOR WAIVER IN C-3 AND C-4 DISTRICTS; AND TO ADD REQUIREMENTS, WITHOUT EXCEPTION, FOR OFF STREET PARKING WHEN ANY BUILDING OR STRUCTURE IS ERECTED, ENLARGED, OR INCREASED IN CAPACITY, CHANGED IN USE, OR ANY OUTDOOR USE IS ESTABLISHED OR ENLARGED.

WHEREAS, merchants do not wish to adhere to the agreement about parking requirement, the city council now wishes to return parking requirement as they existed before passage of Ordinance 3962.

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

Section 1. That Chapter 160, Zoning, §160.117(H)(1)(b), of the Code of Fayetteville, is hereby repealed and the following inserted in its stead:

§160.117(H)(1)(b).

Adequate public parking facilities are available within 600' from the entrance of the structure.

Section 2. That Chapter 160, Zoning, §160.117(D)(1)(a) and (b), of the Code of Fayetteville, is hereby repealed and the following inserted in its stead:

§160.117(D). Standards For The Number of Spaces, By Use.

1. Off Street Parking. Off-street parking spaces shall be required and shall conform to the requirements in Table 3. below, such requirements shall be met at the time any building or structure is erected, enlarged, or increased in capacity, changed in use, or any outdoor use is established or enlarged.

PASSED AND APPROVED this ____ day of _____, 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Traci Smith, City Clerk

ORDINANCE NO. 3870

AN ORDINANCE AMENDING CHAPTER 160, ZONING, OF THE CODE OF FAYETTEVILLE, TO REPEAL OFF-STREET PARKING REQUIREMENTS SET FORTH IN VARIOUS SUBSECTIONS OF SECTION 160.055; TO ADD DEFINITIONS FOR "PARKING LOT" AND "LANDSCAPING" TO SECTION 160.002; TO REPEAL SECTION 160.118(D)(5) SETTING FORTH REDUCTIONS OF THE MINIMUM PARKING SETBACK REQUIREMENT; TO REPEAL SECTION 160.117, OFF-STREET PARKING REQUIREMENTS; AND TO ADOPT STANDARDS FOR PARKING LOT CONSTRUCTION, PARKING LOT DESIGN, NUMBER OF SPACES - BY USE, PARKING LOT LOCATION STANDARDS, PARKING LOT LANDSCAPING, PERIMETER LANDSCAPING, PARKING WAIVERS, AND NONCONFORMING PARKING LOTS.

WHEREAS, the City Council wishes to implement the 2010 Plan's policies and recommendations with the adoption of new standards and regulations for the design, size, scale, landscaping, screening, and location of parking lots located within the City of Fayetteville.

WHEREAS, the City Council recognizes the importance of having safe, attractive, and adequate off-street parking lots and parking areas in appropriate locations of the City; and,

WHEREAS, the City Council wishes to address the impacts of new parking lots encroaching into residential neighborhoods.

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

Section 1. That Chapter 160: Zoning, Use Units, §160.055 Use Units, Establishment; Listing, of the Code of Fayetteville is hereby amended to repeal the subsections listed in Exhibit "A" attached hereto and made a part hereof.

Section 2. That Chapter 160: Zoning, §160.002 Definitions, of the Code of Fayetteville, is hereby amended to add the following:

Parking Lot. An off-street, surfaced, ground level open area, for the temporary storage of five or more motor vehicles.

Landscaping. The area within the boundaries of a given lot which consists of planting materials, including but not limited to trees, shrubs, ground covers, grass, flowers, decorative rock, bark, mulch, and other similar materials. At least 50% of the landscaping area must be covered by live plant material at the time of plant maturity.



Section 3. That Chapter 160: Zoning, §160.118 Buffer Strips and Screening, subsection (D) Screening Required, (5), of the Code of Fayetteville, is hereby repealed.

Section 4. That Chapter 160: Zoning, §160.117 Off-street Parking; Requirements, of the Code of Fayetteville is hereby repealed and the following shall be inserted in its stead:

CHAPTER 160: ZONING

§ 160.117 OFF-STREET PARKING LOT DESIGN, REQUIRED NUMBER OF SPACES, LANDSCAPING AND LOCATION OF PARKING LOTS WITHIN THE CITY OF FAYETTEVILLE.

A. Purpose. The regulations of this section are intended to reinforce community standards and to promote safe and attractive parking lots for new, redeveloped, and expanded development within the City. The size, number, design, landscaping, and location of parking lots are regulated in order to:

1. Provide for the safe and orderly circulation of motor vehicles within parking lots.
2. Provide safe ingress and egress into and out of parking lots from public and private streets.
3. Protect adjoining properties from the adverse impacts associated with parking lots such as noise, lighting, appearance, drainage, and effect on property values.
4. Provide adequate areas for off-street parking and storage of motor vehicles.
5. Enhance the appearance of parking lots in all zoning districts.

B. Parking Lot Construction Standards

1. **Permits and Plan.** For parking lots containing five (5) or more spaces, building and grading permits and site and grading plans shall be required prior to any initiation of work.

2. **Surfacing.** Parking lots shall be asphalt, semi-permeable soil pavers, or concrete, graded and drained to dispose of surface water into appropriate drainage structures.

3. **Barriers.** Parking lots shall be provided with wheel guards or curbs so located that no part of a parked vehicle will extend into or over the sidewalks, property lines, or street right-of-way.

4. **Striping and marking.** Parking lots spaces shall be striped to indicate the location of the individual spaces, directional arrows shall be provided at the entrance of aisles and entry drives, and accessible spaces shall be marked meeting current Americans with Disabilities Act requirements. Such striping and marking shall be in accordance with the Manual on Uniform Traffic Control Devices.

5. **Accessibility.** Accessibility for persons with disabilities in parking lots and building approaches shall be as required by the current Americans with Disabilities Act (see Exhibit "B") and as may from time to time be amended.

C. Parking Lot Design Standards

1. **Maneuvering.** Parking lots shall be designed, maintained and regulated so that no parking or maneuvering incidental to parking will encroach into the areas designated for sidewalks, streets, or required landscaping except as provided for in section (F)(1)(b). Parking lots shall be designed so that parking and unparking can occur without moving other vehicles. Vehicles shall exit the parking lot in a forward motion.

2. **Compact Spaces.** A maximum of 35% of the total spaces may be compact spaces. Compact Spaces shall be marked either by marking on the pavement or by separate marker.

3. Table 1. Dimensional Requirements:

Angle (A)	Type	Width (B)	Curb Length (C)	1 way Aisle Width (D)	2 Way Aisle Width (D)	Stall Depth (E)
0° Parallel	Standard Compact	8 feet 7.5 feet	22.5 feet 19.5 feet	12 feet 12 feet	24 feet 24 feet	8 feet 7.5 feet
30°	Standard Compact	9 feet 7.5 feet	18 feet 15 feet	12 feet 12 feet	24 feet 24 feet	17 feet 14 feet.
45°	Standard Compact	9 feet 7.5 feet	12.5 feet 10.5 feet	12 feet 12 feet	24 feet 24 feet	19 feet 16 feet
60°	Standard Compact	9 feet 7.5 feet	10.5 feet 8.5 feet	18 feet 15 feet	24 feet 24 feet	20 feet 16.5 feet
90°	Standard Compact	9 feet 7.5 feet	9 feet 7.5 feet	24 feet 22 feet	24 feet 24 feet	19 feet 15 feet

Insert: Parking Dimension Factors illustration

4. Illumination of Parking Areas. Parking areas may be illuminated. All lighting shall be shielded and directed away from adjoining properties; attached to on-site buildings or fences where possible; and shall not be excessively bright or cause a glare that would be hazardous to pedestrians or vehicles. Only high pressure sodium lighting or energy equivalent are allowed.

5. Parking Lot Entrances.

a. Throat Length. The length of driveways or "throat length" shall be designed in accordance with the anticipated storage length for vehicles to prevent them from backing into the flow of traffic on the public street or causing unsafe conflicts with on-site circulation. General standards appear below, but these requirements may vary according to the projected volume of the individual driveway. These measures generally are acceptable for the principal access to a property and are not intended for minor driveways. Variation from these standards may be permitted for good cause upon approval of the City Planner and City Engineer.

Table 2: Generally Adequate Driveway Throat Lengths

Shopping Centers (Signalized)	> 200,000 GLA* (800 spaces)	200'
Smaller Developments (Signalized)	≤ 200,000 GLA*	75'-95'
Unsignalized Driveways		40'-60'

* GLA-Gross leasable area

Commentary: The throat lengths in table 2 are provided to assure adequate stacking space within parking lot driveways for general land use intensities. This helps prevent vehicles from stacking into the thoroughfare as they attempt to enter the parking lot. High traffic generators, such as large shopping plazas, need much greater throat length than smaller developments or those with unsignalized driveways. The guidelines here for larger developments refer to the primary access drive. Reduced throat lengths may be permitted for secondary access drives serving large developments.

Insert: Illustrations 58 & 59

b. Entrances and Internal Aisle Design. The driveway width into parking lots shall meet the following guidelines:

1. Entrances.

a. If the driveway is a one way in or one way out drive, then the aisle widths shall be 12' wide.

b. For two way access, each lane shall be 12' wide and a maximum of four lanes shall be allowed. Whenever more than two lanes are proposed, entrance and exit lanes shall be divided by a curbed, raised, landscaped median. The median shall be 10' wide if three lanes are being proposed or 15' wide if four lanes are proposed.

c. Driveways that enter the major thoroughfare at traffic signals must have at least two outbound lanes (one for each turning direction) and shall be 12' wide, and one inbound lane 12' wide.

2. Internal circulation drives.

a. Aisles shall be designed so that they intersect at 90° with internal drives where practicable.

b. Aisles shall be designed to discourage cut through traffic by use of landscape islands.

D. Standards For The Number of Spaces, By Use

1. Off Street Parking. Off-street parking spaces shall be required and shall conform to the requirements in Table 3 below, such requirements shall be met at the time any building or structure is erected, enlarged, or increased in capacity, changed in use, or any outdoor use is established or enlarged.

2. Maximum Number Allowed. Parking lots may contain up to 20% more spaces than the required minimum. Any additional spaces above 20% shall be allowed only as a conditional use and shall be granted in accordance with §160.195 "Conditions Governing Applications of Conditional Uses; Procedures" and upon the finding that additional spaces are needed.

Table 3. Parking Ratios

DESCRIPTION OF USE	NUMBER OF SPACES REQUIRED
<u>RESIDENTIAL</u>	
Single-family, Duplex, Triplex	2 per dwelling unit
Multi-family or Townhouse	1 per bedroom
<u>COMMERCIAL</u>	
Auditorium	1 per 4 seats
Barber or beauty shop	2 per chair
Eating places: excluding drive-throughs and restaurants offering entertainment	1 per 200 square feet of floor area
Hotels and motels	1 per room, plus 1 additional space per employee

Page 7

Ordinance No. 3870

Amusement	1 per 200 square feet of floor area
Retail	1 per 250 square feet of floor area
Coin-operated laundry	1 per 3 machines
Regional antique & furniture store	1 per 500 square feet of floor area
Restaurants with entertainment	1 per 3 occupants based on current adopted Standard Building Code, City of Fayetteville
Hospital and convalescent home	1 per bed
Gas service stations	4 per each enclosed service bay
Commercial recreation-large sites	1 per 1,000 square feet of site area

OFFICE

Professional office	1 per 300 square feet of gross floor area
Sales office	1 per 200 square feet of gross floor area

PUBLIC AND INSTITUTIONAL USES, NON-PROFIT COMMERCIAL

Auditorium	1 per 4 seats, provided only auditorium space is counted in determining parking
Art gallery, library, museum	1 per 1,000 square feet of floor area
Child care center, nursery school	1 per 1500 square feet of floor area plus an area for overflow parking.
Church	1 per 4 seats in the main auditorium, plus an area for overflow parking or 1 space/40 square feet, whichever is less.
College or university	1 per 500 square feet of classroom area
College dormitory	1 per sleeping room
College auditorium	1 per 4 seats
Community center	1 per 3 seats
Detention home	1 per 1500 square feet of floor area
Government facilities	1 per 500 square feet of floor area
Hospital	1 per bed
Convalescent home	1 per bed
School- elementary & junior high	1 per 1,200 square feet of classroom area
School- senior high	1 per 500 square feet of classroom area
Zoo	1 per 2,000 sq.ft. of land area

Parking requirements for all other public and institutional uses shall be based on one space per four occupants, provided that only auditorium space shall be counted in calculating parking requirements for churches, auditoriums, or group occupancy space.

MANUFACTURING/ INDUSTRIAL

Manufacturing	1 per 1,200 square feet of gross floor area or one per employee, whichever is greater.
Heavy industrial	1 per 1,200 square feet of floor area
Extractive uses	parking shall be adequate for all employees, trucks, and equipment

RECREATIONAL USES

Golf course	3 per hole
Park	2 per acre
Playfield, playground	none
Private club or lodge	1 per 500 square feet of floor area or one per 3 occupants based on the current adopted Standard Building Code whichever is greater.
Riding stables	1 per acre: said spaces shall not be required to be paved
Golf driving range	1 per tee box
Bowling alley	6 per lane
Tennis court	2 per court
Theater	1 per 4 seats
Commercial recreation-large sites	1 per 1,000 square feet of site area
Amusement park, miniature golf	1 per 1,000 square feet of site area

Parking requirements for all other recreational uses shall be based on one space per four occupants.

WAREHOUSING AND WHOLESALE

Warehousing	1 per 2,000 square feet of floor area
Wholesale	1 per 1,000 square feet of floor area
Center for collecting recycled	1 per 1,000 square feet of floor area materials

E. Parking Lot Location Standards. The location of all required and non-required parking lots with five (5) or more spaces, shall meet the location requirements below. All conditional uses hereunder shall be granted by the Planning Commission in accordance with Section 160.195 "Conditions Governing Applications of Conditional Uses; Procedures".

1. Permitted Locations By Right. Parking lots shall be located within the same zoning district as the use they serve. Required parking lots for uses allowed by right within a zoning district are allowed as a use by right in the same zoning district.

2. Permitted Locations As A Conditional Use.

a. Parking lots located within residential zones which serve uses in non-residential zones may be allowed as a conditional use by the Planning Commission.

b. Parking lots for uses allowed as conditional uses within residential zones must also be approved as a conditional use. A conditional use for a parking lot may be approved at the same time the use is approved or may be approved separately if additional parking lots are developed later.

The Planning Commission shall make a finding based upon the size, scale, and location of these activities that the proposed parking lot will not adversely affect adjacent residential uses or the residential character of the neighborhood.

3. Off-site Locations. If off-street parking cannot be provided on the same lot as the principal use due to existing buildings or the shape of the parcel, parking lots may be located on other property not more than 600' distant from the principal use, subject to conditional use approval by the Planning Commission.

4. Shared Parking. Formal arrangements which share parking between intermittent uses with non conflicting parking demands (eg. a church and a bank) are encouraged as a means to reduce the amount of parking required. Such arrangements are subject to the approval of the Planning Commission. Individual spaces identified on a site plan for shared users shall not be shared by more than one user at the same time.

5. Intermittent Parking. Uses which generate only intermittent demand for parking, such as churches, may count available on-street parking within 600' of the building as part of required parking, subject to the approval of the Planning Commission.

F. Parking Lot Landscaping Requirements

1. General Requirements

a. Separation of Landscaped Areas and Vehicles. All landscaped areas shall be protected from potential damage by vehicles by placing concrete curbs or wheel barriers adjacent to the landscaped area except as provided in (F)(1)(b) below.

b. Vehicle Overhang. A portion of a standard parking space may be landscaped instead of paved to meet part of the landscaping requirement. The landscaped area may be up to 2 feet of the front of the space as measured from a line parallel to the direction of the bumper of the vehicle using the space. Landscaping may only be ground cover plants in the overhang area.

c. Maintenance. The current owner of the property shall be responsible for the maintenance of all required landscaped areas.

d. Timing and Size of Plant Material. Landscaping shall be provided within 90 days from the date the certificate of occupancy is issued subject to limits of weather. If landscaping is not installed within 90 days, the owner shall post bond to assure the installation of landscaping. Landscaping shall reach the required screening height within three years from planting. Landscaping that dies or is damaged shall be removed and replaced by the current owner of the property. The owner shall have 30 days from the receipt of written notice issued by the City Fayetteville to remove and replace any required landscaping that dies or is damaged.

2. Interior Landscaping Requirements.

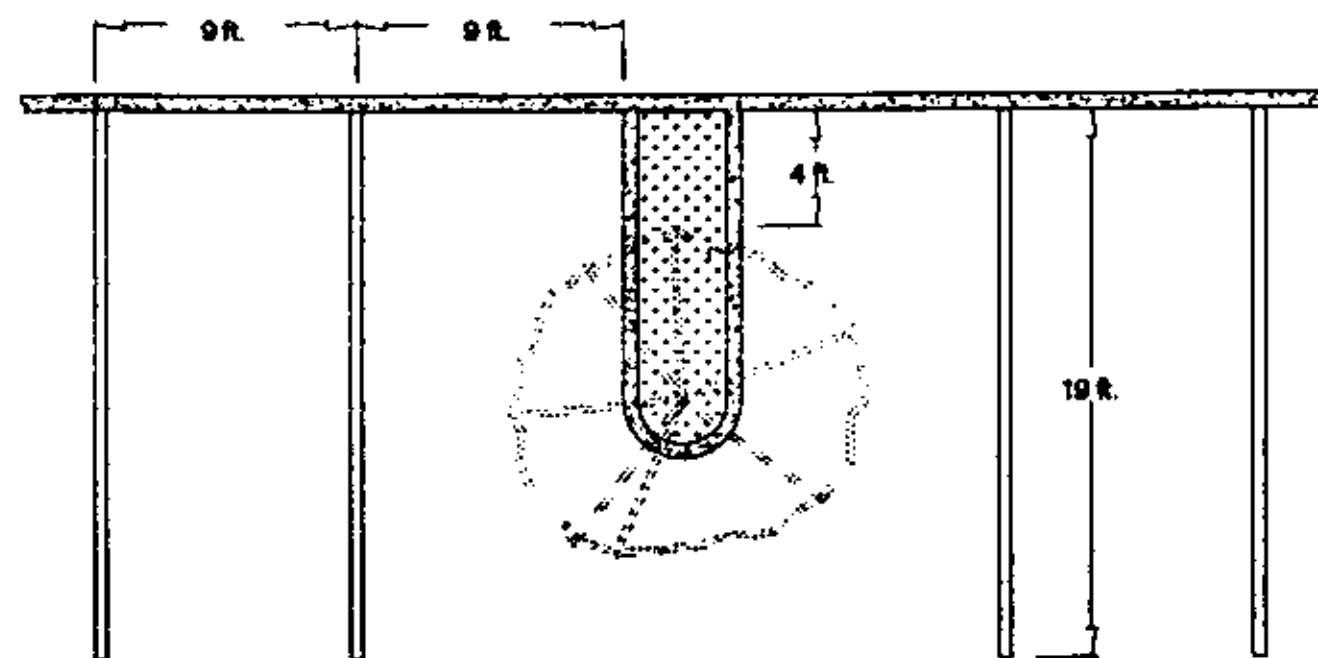
a. Amount of Landscaping. Parking Lots containing 10 or more vehicles shall be landscaped utilizing one of the following options:

1. **Option 1.** One tree with a 1½" DBH at the time of planting shall be provided for every 10 parking spaces. The tree planting area shall have a minimum of 25 square feet of open area (permeable surface) per tree.

2. **Option 2.** Interior landscaping shall be provided at the rate of 10 square feet per stall and one tree per 20 spaces shall be planted with a 1½" DBH at the time of planting. Ground cover plants shall completely cover the remainder of the landscaped area within two years of beginning use of the parking lot.

b. **Location of Landscaping.** Landscaping shall be dispersed throughout the parking area and located within concrete curbed islands 6" high. Trees may be grouped together, but the groups shall be dispersed throughout the lot.

c. **Calculation of Area.** Required perimeter landscaping may not be substituted for interior landscaping. However, it is recognized that interior landscaping may join perimeter landscaping. In such cases, landscaping which extends 4' or more into the parking area may be included in the calculation of interior landscaped area.



d. Exceptions.

1. All parking lots used solely for the purpose of providing areas for the display and storage of motor vehicles for sale, lease, and rental shall be exempt from the interior landscaping requirements.

2. Parking areas that are 30 ' or less in width are exempt from the interior landscaping requirements.

G. Perimeter Landscaping Requirements. Parking lots containing 5 or more spaces shall be landscaped meeting the following requirements:

1. **Side and rear property lines.** All parking lots shall have 5' of landscaped area between the property line and parking lot. The 2' vehicle overhang option may be included to meet this requirement. Depending on the use and location, additional area and screening may be required under Section 160.118 "Buffer Strips and Screening."

2. **Property lines adjoining street right-of-way.**

a. **Residential zones.** Except for permitted entrance drives, every parking lot shall be landscaped for an equal and uniform width of 25' parallel to the front property line(s) street right-of-way.

b. **Non-residential zones.** Every parking lot shall be landscaped for an equal and uniform width of 15' parallel to the front property line(s)\street right-of-way.

c. **Required plant materials.** Landscaping in these areas shall require 1 tree with a 1½" DBH at the time of planting and three shrubs per 40' of parking lot frontage.

d. **Screening reduction option.** The minimum landscaping width requirements may be reduced by 10' where the parking lot is screened abutting a street by providing a berm, wall, vegetation, or combination at least 3' high; provided, no intersection visibility triangle may be encroached upon by screening.

H. Parking Waivers. The Planning Commission shall have the authority to waive the number of off-street parking spaces required in C-3 and C-4 districts. The Planning Commission shall make findings indicating that the proposed use will not generate as much parking as required under the existing standards, that shared parking facilities are available, or that on-street parking can satisfy intermittent and occasional demands. Individual spaces identified on a site plan for shared users shall not be shared by more than one user at the same time. All waivers shall meet the conditions listed below.

Page 13

Ordinance No. 3870

1. Conditions for Waivers in C-3 and C-4 Districts.

a. An in lieu fee of \$1,200 for each on-site parking space waived shall be paid to the City. This money shall be held in an interest bearing account and shall be expended for public parking facilities within the district it is collected within ten (10) years from the date it is collected. If said money has not been so expended within ten (10) years of the date collected, said money, together with the interest thereon, shall be refunded to the person or entity who made the contribution, or;

~~b. Adequate public parking facilities are available within 600' from the entrance of the structure.~~

I. Non Conforming Parking Lots. All parking lots and/or parking areas which were in existence prior to the effective date of this ordinance may continue in a non-conforming state until such time as the following shall occur:

a. A building permit is granted to rehabilitate a structure on the property exceeding fifty (50) percent of the current replacement cost of the structure. At such time, 50% of the existing parking lot use area shall be required to be brought into compliance with the provisions of this ordinance. This shall continue on a graduated scale in accordance with the percentage of rehabilitation cost.

and/or

b. A building permit is granted to enlarge or reconstruct a structure on the property exceeding 10% of its existing gross floor area. At such time 10% of the existing parking lot and/or parking lot area shall be brought into compliance with the provisions of this article. This shall be on a graduated scale until reaching 100% of the required landscaping.

and/or

c. A new curb cut permit is granted for the non-conforming parking lot. At such time the parking lot and/or parking area shall be required to be brought into compliance with the provisions of this ordinance.

Page 14

Ordinance No. 3870

d. It is recognized that unique circumstances may exist in conforming with these standards. Accordingly, the Planning Administrator may administratively waive up to 25% of the required off-street parking spaces should conformity with other provisions of this ordinance prevent a property owner from providing sufficient off-street parking required under this ordinance.

Section 5. Severability. Should any paragraph, section, clause, phrase or part of this ordinance, for any reason, be held invalid, such decisions shall not affect the validity of the remaining provisions of this ordinance and the application of those provisions to any person or circumstance shall not be affected thereby.

Section 6. Emergency Clause. The City Council hereby determines that the immediate enforcement of the above described parking lot provisions is necessary due to the unprecedented growth in Fayetteville, and that without immediate enforcement parking lots may be approved without such provisions and accordingly, the immediate enforcement of such provision is essential to the public health, safety, and welfare. Therefore, an emergency is hereby declared to exist and this ordinance being necessary for the public health, safety, and welfare shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 21st day of February, 1995.

APPROVED:

By: Fred Hanna

Fred Hanna, Mayor

ATTEST:

By: Traci Paul

Traci Paul, City Clerk

*Cyrus -
Proposes to
repeal*

ORDINANCE NO. 3962**MICROFILMED**

AN ORDINANCE AMENDING CHAPTER 160, ZONING, OF THE CODE OF THE FAYETTEVILLE, TO REPEAL §160.117(H)(1)(b), WHICH PROVIDES FOR CERTAIN PARKING WAIVERS; TO ADD §160.117(H)(1)(b) TO PROVIDE FOR SHARED PARKING; TO REPEAL §160.117(D)(1), OFF-STREET PARKING; TO ADD §160.0117(D)(1) TO EXCLUDE EXISTING STRUCTURES WITH CHANGE OF USE IN C-3 AND C-4 ZONING DISTRICTS FROM PARKING REGULATIONS; AND TO ADD §160.117(D)(1)(a), REQUIRING PARKING FOR NEW CONSTRUCTION, RAZED BUILDINGS, AND ENLARGED BUILDINGS IN C-3 AND C-4 ZONING DISTRICTS.

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

Section 1. That the Chapter 160, Zoning, §160.117(H)(1)(b), of the Code of the Fayetteville, is hereby repealed and the following inserted in its stead:

§160.117(H)(1)(b).

For any parking space which is proposed to be shared under the provisions of §160.117(E)(4), the applicant must present a signed agreement with the owner of the property. The agreement shall address the number of spaces required by ordinance for both properties, the number of spaces available together with a site plan, and any other pertinent information, such as restrictions on sharing for certain days or hours.

Section 2. That Chapter 160, Zoning, §160.117(D)(1), of the Code of Fayetteville, is hereby repealed and the following inserted in it stead:

§160.117(D). Standards for the Number of Spaces, By Use.

1. Off-Street Parking. Except as provided in (a) and (b) below, off-street parking spaces shall conform to the requirement in Table 3 below. Parking requirements shall be met at the time any building or structure is erected, enlarged, or increased in capacity, changed in use, or any outdoor use is established or enlarged.

a) In C-3 and C-4 Zoning Districts, parking requirements are waived for any existing structure with a change of use. New construction, razed buildings or enlarged buildings shall conform to the parking requirements of the City of Fayetteville. For enlarged buildings, additional parking spaces will be calculated by the amount of square footage that is added.



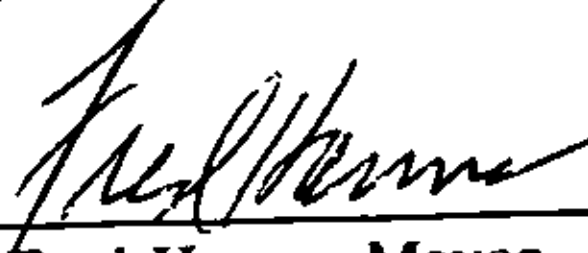
Page 2

Ordinance No. 3962

b) In C-3 and C-4, Zoning Districts, parking requirements are waived for the square footage "footprint" of any building which existed and has been removed since October 1, 1995, in order to rebuild.

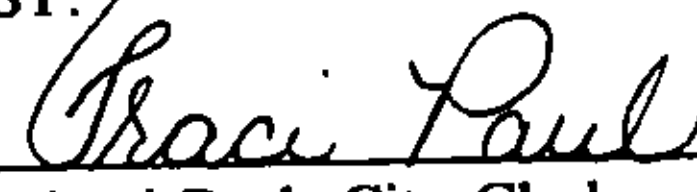
PASSED AND APPROVED this 16th day of April, 1996.

APPROVED:

By: 

Fred Hanna, Mayor

ATTEST:

By: 

Traci Paul, City Clerk



CITY OF FAYETTEVILLE
BID QUOTATIONS

#1

Purchase Date December 18, 1997

Investment Offered \$640,000.00

(T-Bill only)

Maturity Date Requested June 11, 1998

Number of Days 175 Days

	A. G. EDWARDS	DEAN WITTER	LLAMA CO.	AWARDED MERRILL LYNCH
SETTLEMENT DATE	12/18/97	12/18/97	12/18/97	12/18/97
MATURITY DATE	06/11/98	06/11/98	06/11/98	06/11/98
DISCOUNT OR COUPON RATE				5.170
YIELD				5.370
DAYS BID	175	175	175	175

T-BILL BIDS

CALCULATED YIELD				
FACE VALUE				640,000.00
BOOK VALUE				623,914.88
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS				16,085.12

T-NOTE/OTHER BIDS

FACE VALUE				
BOOK VALUE				
HANDLING FEE		2.35		
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				

CD BID	No Bid	No Bid	No Bid	No Bid
CD INTEREST EARNINGS				
INTEREST ON INTEREST BASIS				

CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD				5.377
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER T2663

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____


ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#1

Purchase Date December 18, 1997

Investment Offered \$640,000.00 (T-Bill only)

Maturity Date Requested June 11, 1998

Number of Days 175 Days

	NATIONSBANK	MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	12/18/97	12/18/97	12/18/97	12/18/97
MATURITY DATE	06/11/98	06/11/98	06/11/98	06/11/98
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	175	175	175	175

T-BILL BIDS

CALCULATED YIELD

FACE VALUE

BOOK VALUE

HANDLING FEE 2.00

T-BILL INTEREST EARNINGS

T-NOTE/OTHER BIDS

FACE VALUE

BOOK VALUE

HANDLING FEE 2.00

T-NOTE INTEREST EARNINGS

CALCULATED YIELD

DISCOUNT/(PREMIUM)

PURCHASE INTEREST

CD BID

No Bid

No Bid

No Bid

No Bid

CD INTEREST EARNINGS
INTEREST ON INTEREST
BASIS

CD EFFECTIVE YIELD

T-BILL EFFECTIVE YIELD

T-NOTE/OTHER
EFFECTIVE YIELD

INVESTMENT NUMBER

T2663

LOGGED ON COMPUTER BY

LOGGED OFF COMPUTER BY


 ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#1

Purchase Date November 6, 1997

Investment Offered \$680,000.00 (\$700,000.00 if T-Bill)

Maturity Date Requested May 7, 1998

Number of Days 182 Days

	NATIONSBANK	AWARDED MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	11/06/97	11/06/97	11/06/97	11/06/97
MATURITY DATE	05/07/98	05/07/98	05/07/98	05/07/98
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	182	182	182	182

T-BILL BIDS

CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-BILL INTEREST EARNINGS				

T-NOTE/OTHER BIDS

FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				

CD BID	No Bid	5.350	No Bid	No Bid
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS		18,601.10		
CD EFFECTIVE YIELD		5.488		
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER 6013104

LOGGED ON COMPUTER BY

LOGGED OFF COMPUTER BY



ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#1

Purchase Date November 6, 1997

Investment Offered \$680,000.00 (\$700,000.00 if T-Bill)

Maturity Date Requested May 7, 1998

Number of Days 182 Days

	A. G. EDWARDS	DEAN WITTER	LLAMA CO.	MERRILL LYNCH
SETTLEMENT DATE	11/06/97	11/06/97	11/06/97	11/06/97
MATURITY DATE	05/07/98	05/07/98	05/07/98	05/07/98
DISCOUNT OR COUPON RATE	5.070		5.070	5.090
YIELD	5.280		5.276	5.290
DAYS BID	182	182	182	182

T-BILL BIDS

CALCULATED YIELD	5.274		5.276	5.297
FACE VALUE	700,000.00		700,000.00	700,000.00
BOOK VALUE	682,062.06		682,057.83	681,987.06
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS	17,937.94		17,942.17	18,012.94

T-NOTE/OTHER BIDS

FACE VALUE				
BOOK VALUE				
HANDLING FEE		2.35		
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				

CD BID

No Bid

No Bid

CD INTEREST EARNINGS

INTEREST ON INTEREST BASIS

CD EFFECTIVE YIELD

T-BILL EFFECTIVE YIELD	5.274		5.276	5.297
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T-NOTE/OTHER

EFFECTIVE YIELD

INVESTMENT NUMBER 6013104

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ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

TENTATIVE AGENDA

FAYETTEVILLE CITY COUNCIL MEETING

January 6, 1998

THE AGENDA FOR THE COUNCIL MEETING WAS SET ON THE TUESDAY BEFORE THIS MEETING. ANY ITEM A CITIZEN WANTS PRESENTED TO THE COUNCIL NOT ON THIS AGENDA MUST BE INTRODUCED AT THE NEXT AGENDA SESSION OR BE BROUGHT UP BY AN ALDERMAN AT THAT SESSION FOR DISCUSSION AT THE FOLLOWING MEETING.

- 1 **CONSENT AGENDA:** Consideration of items which may be approved by motion, or contracts and leases which can be approved by resolution, and which may be grouped together and approved simultaneously under a "Consent Agenda":

- A. Minutes of the December 16, regular City Council meeting;
 - B. A resolution approving an engineering contract with Anderson - Green Engineers, Inc. in an estimated amount of \$30,500 for engineering services in conjunction with the proposed HVAC System Upgrade project; **01-14**
 - C. A resolution accepting the COPS MORE Grant in the amount of \$80,999 for the purchase of mobile computing equipment, the hiring of a civilian report taker and approving a budget adjustment; **15-60**
-

- 2 **OLD BUSINESS:** Items that have been brought before the Council but were tabled or no decision made to allow further discussion or more information to be presented.

- A. **ANNEXATION RZA97-17 & REZONING RZ97-20:** Ordinances annexing and rezoning 76.95 acres located north of Mission Blvd. and east of Blue Mesa Drive as submitted by Marc Crandall on behalf of Gary Atha. Request is to annex the property and rezone it from A-1, Agricultural to R-1, Low Density Residential.

These ordinances were left on the first reading at the December 16 Council meeting.

- 3 **REZONING RZA97-17:** An ordinance annexing 1.68 acres located at 4015 East Huntsville Road as submitted by William Greenhaw on behalf of Wanda Sims.

The Planning Commission voted 8-0-0 to recommend the annexation.

- 4 **REZONING RZ97-25:** An ordinance rezoning 1.68 acres located at 4015 East Huntsville Rd. from A-1, Agricultural to R-1, Low Density Residential as requested by William Greenhaw on behalf of Wanda Sims.

The Planning Commission Voted 8-0-0 to recommend the rezoning.

- 5 **EQUIPMENT PURCHASE:** A resolution awarding Bid 97-60 to the qualified bidder meeting specifications, Shipley Motor Co., for the purchase of a cement truck in the amount of \$130,317 and approving a budget adjustment.

- 6 **WATER & SEWER SYSTEM IMPROVEMENTS:** A resolution approving a construction contract with Fayette Tree and Trench in the amount of \$115,489.50 plus a project contingency of \$20,000 for water and sanitary sewer system improvements on Sherman Ave. and Fifth St. and approving a budget adjustment.

- 7 **ALDERMEN/STAGGERED TERMS:** An ordinance to bring aldermanic elections into compliance with state law requiring staggered terms.

- 8 **OTHER BUSINESS:** Consideration by the Council of items that may have been presented after the agenda was prepared and distributed.

Only items presented by the City Council or City Staff may be discussed at this time. If the public has an item they wish the Council to consider, the item has to be presented at a Council Agenda Session which is held on Tuesday preceding the Council meeting at 4:30 p.m. in Room 326 of City Hall. Or, a citizen may contact an alderman and request the item be presented at the Agenda Session to be placed on an agenda.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of January 6, 1998

FROM:

Harold DahlingerBuilding MaintenanceAdmin.. Services

Name

Division

Department

ACTION REQUIRED: Request approval of an engineering contract with Anderson - Green Engineers, Inc for engineering services in conjunction with the proposed HVAC System Upgrade project.

COST TO CITY:

\$30,500 EST

Cost of this Request

\$ 350,000

Category/Project Budget

Building Improvements

Category/Project Name

4470-9470-5804-00

Account Number

\$ - 0 -

Funds Used/Committed to Date

Program Name

98026

Project Number

\$ 350,000

Remaining Balance

Sales tax Capital

Fund

BUDGET REVIEW:

☒ Budgeted Item☐ Budget Adjustment Attached

 Budget Coordinator

 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

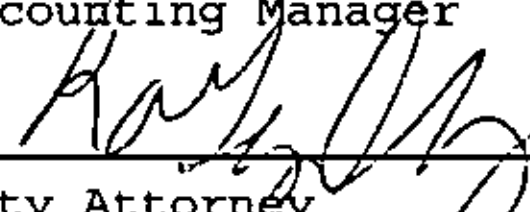
GRANTING AGENCY: _____

 Accounting Manager

12-19-97
 Date

 Internal Auditor

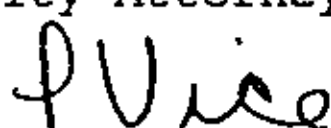
12-19-97
 Date


 City Attorney

12-22-97
 Date

 ADA Coordinator

 Date


 Purchasing Officer

12-22-97
 Date

STAFF RECOMMENDATION: Staff recommends approval of contract.


 Division Head

12/19/97
 Date

Cross Reference

 Department Director

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

 Administrative Services Director Date

Prev Ord/Res #: _____

 Mayor

 Date

Orig Contract Date: _____

C:\APP\98BUD\98NOTES\HVAC.CON

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Ben Mayes, Administrative Services Director

From: Harold Dahlinger, Building Maintenance 

Re: Engineering Contract - Mechanical System Upgrade - City Administration Building

Date: December 19, 1997

Enclosed is a contract with Green Anderson Engineers, Inc for engineering services for the proposed Heating, Ventilation, and Air Conditioning (HVAC) System Improvement Project that is included in the 1998-2002 Capital Improvement Program.

The engineering contract will provide the City with the necessary documents to bid and construct the HVAC improvements. The current HVAC system has been in place for twelve years and has reached the end of it's life. The City has experienced continued maintenance problems with our current system and this project is intended to provide more consistent heating and cooling while lowering our utility costs.

The cost to the City for the engineering contract is approximately \$28,000 plus estimated reimbursable cost of \$2,500 and the project is funded in the Sales Tax Capital Improvement Fund.

If you have any questions regarding this item please contact Harold Dahlinger at ext. 361. Thank you.



2233 N. Green Acres Rd. Fayetteville, Arkansas 72703, Phone: (501) 442-4682 / FAX: (501) 442-0413

December 4, 1997

City of Fayetteville
ATTN: Mr. Harold Dahlinger
101 W. Mountain Street
Fayetteville, Ar 72701

RE: Mechanical Upgrade / City Administration Building
Fayetteville, Arkansas

Dear Mr. Dahlinger,

We propose to render professional engineering services in connection with the above referenced project to improve / upgrade the heating, ventilation, and air conditioning (HVAC) system. Our services will consist of preparing a study and report, preliminary design, final design documents, assistance during bidding or negotiating, construction administration and assistance during the operational phase all as set forth in the printed General Provisions as modified which are attached to this letter. We will also furnish such additional services as you may request.

The fee for our basic services is equal to eight percent (8%) of the construction cost of the project which is currently estimated at Three Hundred Fifty Thousand Dollars (\$350,000). Additional services you may request will be charged on the basis of the following hourly rates:

Principal Engineer	\$90.00
Project Engineer	\$65.00
Design Engineer	\$50.00
Senior Designer	\$50.00
CADD/Drafter I	\$25.00
CADD/Drafter II	\$30.00
Word Processor I	\$25.00
Word Processor II	\$30.00

Reimbursable expense including architectural and structural engineering services if required, incurred in connection with all basic and additional services, will be charged on the basis of actual costs which is currently estimated at Twenty Five Hundred Dollars (\$2500). We will bill you monthly for services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of our bills and an orderly and continuous progress of the project through construction.

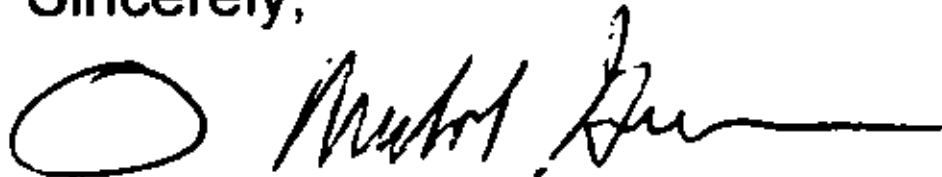
We expect to start our services promptly after receipt of your acceptance of this proposal and to complete the final design documents within 3 months. All the basic services referenced herein should be completed within 10 months of receipt of acceptance of this proposal. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you and equitable adjustment of our compensation.

It is necessary that you advise us in writing at an early date if you have budgetary limitations for total project cost or construction cost. We must accept any such limitations as being realistic and will then endeavor to work within those limitations. We do not guarantee that our estimates of costs will not differ materially from negotiated prices or bids. If you wish greater assurance as to probable construction costs or if you wish formal estimates, an independent cost estimator should be employed.

Services are to be rendered in the customary phases which together with the general understandings applicable to our relationship with you, are set forth in the printed General Provisions which are attached to and made a part of this proposal. Your particular responsibilities are also set forth in the General Provisions.

This proposal and the General Provisions consisting of nine (9) pages represent the entire understanding between you and us in respect to the project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your signing the enclosed copy of this letter in the space provided below and returning it to us.

Sincerely,



O. Michael Green, P.E.
President

Accepted this _____ day of _____, 199__.
City of Fayetteville, Arkansas

BY: _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

STANDARD FORM OF LETTER AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

(WITH GENERAL PROVISIONS ATTACHED)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

GENERAL PROVISIONS

Attached to and made a part of LETTER AGREEMENT, dated December 4, 19 97 between City of Fayetteville (OWNER) and Green Anderson Engrs. Inc. (ENGINEER) in respect of the Project described therein.

SECTION I—BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall perform for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary ~~civil, structural, mechanical and electrical engineering services, and customary architectural services incidental thereto.~~

1.2. Study and Report Phase.

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.2, and assist OWNER in obtaining such data and services.

1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.6. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the

alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, ~~for the cost of land and rights of way, for compensation for or damages to properties, for interest and financing charges~~ and for other services to be provided by others for OWNER pursuant to paragraph 3.2. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs."

1.2.7. Furnish five copies of the Study and Report documents and review them in person with OWNER.

~~The duties and responsibilities of ENGINEER during the Study and Report Phase are amended and supplemented as indicated in paragraph 2 of Exhibit A "Further Descriptions of Basic Engineering Services and Related Matters".~~

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3. Advise OWNER if additional data or services of the types described in the first subparagraph of paragraph 3.2 are necessary and assist OWNER in obtaining such data and services.

1.3.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5. Furnish five copies of the above Preliminary Design documents and present and review them in person with OWNER.

~~The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".~~

1.4. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1. On the basis of the accepted Preliminary Design Documents and the revised opinion of probable Total Project Costs, prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute).

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers' Joint Contract Documents Committee), and assist in the preparation of other related documents.

1.4.5. Furnish five copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

~~The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".~~

1.5. Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

~~The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in paragraph 5 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".~~

1.6. Construction Phase.

During the Construction Phase:

1.6.1. *General Administration of Construction Contract.* ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1983 edition) of the Engineers' Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, ~~except to the extent provided in paragraph 6 of Exhibit A "Further Description of Basic Engineering Services and Related Matters"~~ and except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on

behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. ~~In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work.~~ Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.

~~1.6.2.2. The Resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in Exhibit B "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".~~

1.6.2.3. The purpose of ENGINEER's visits to ~~and representation by the Resident Project Representative (and assistants, if any) at~~ the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Con-

tractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3. *Defective Work.* During such visits and on the basis of such observations, ENGINEER may disapprove or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4. *Interpretations and Clarifications.* ENGINEER shall issue necessary interpretations and clarification of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.5. *Shop Drawings.* ENGINEER shall review and approve (or take other appropriate action in respect of Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.6.6. *Substitutes.* ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of the second subparagraph of paragraph 2.1.2.

1.6.7. *Inspections and Tests.* ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content comply with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.6.8. *Disputes between OWNER and Contractor.* ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation

of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.6.9. Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.6.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security

interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

1.6.10. Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

1.6.11. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

1.6.12. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 thru 1.6.11, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

1.7. Operational Phase.

During Operational Phase, ENGINEER shall, when requested by OWNER:

~~1.7.1. Provide assistance in the closing of any financial or related transaction for the Project~~

~~1.7.2. Provide assistance in connection with the refining and adjusting of any equipment or system~~

1.7.3. Assist OWNER in training OWNER's staff to operate and maintain the Project.

1.7.4. Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

1.7.5. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

1.7.6. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

~~The duties and responsibilities of ENGINEER during the Operational Phase are amended and supplemented as indicated in paragraph 7 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".~~

SECTION 2—ADDITIONAL SERVICES OF ENGINEER

2.1. Normal and customary engineering services do not include service in respect of the following categories of work which are usually referred to as Additional Services.

2.1.1. If OWNER wishes ENGINEER to perform any of the following Additional Services, OWNER shall so instruct ENGINEER in writing, and ENGINEER shall perform or obtain from others such services and will be paid therefor as provided in the Letter Agreement:

- Preparation of applications and supporting documents for governmental financial support of the Project in addition to those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.
- Services to make measured drawings of or to investigate existing conditions or facilities.
- Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by OWNER where changes are due to causes beyond ENGINEER's control.
- Providing renderings or models.
- Preparing documents for alternate bids requested by OWNER for work which is not executed or for out-of-sequence work.

—Detailed consideration of operations, maintenance and overhead expenses; value engineering and preparation of rate schedules, earnings and expense statements, cash flow and economic evaluation feasibility studies, appraisals and valuations.

—Furnishing the services of independent professional associates or consultants for other than Basic Services.

—If ENGINEER's compensation for Basic Services is not on the basis of Direct Labor or Salary Cost services resulting from the award of more than one prime contract for construction, materials, equipment or services for the Project, or from the construction contract containing cost plus or incentive-savings provisions for Contractor's basic compensation, or from arranging for performance by persons other than the principal prime contractors or from administering OWNER's contract for such services.

—Services in connection with field surveys for design purposes and engineering surveys and staking of the work of Contractor(s).

—Services during out-of-town travel other than visits to the site.

—Preparation of operating and maintenance manuals to supplement Basic Services under paragraph 1.7

—Preparing to serve or serving as a consultant witness in any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

2.1.2. When required by the Contract Documents, circumstances beyond ENGINEER's control, ENGINEER shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting specific instructions from OWNER, and ENGINEER will be paid therefor as provided in the Letter Agreement:

- Services in connection with work directive changes and change orders to reflect the changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
- Services in making revisions to Drawings and Specifications occasioned by the acceptance or substitutions proposed by Contractor(s); service after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and evaluating an unreasonable or excessive number of claims submitted by Contractor(s) or others in connection with the work.
- Services resulting from significant delays, changes, or price increases occurring as a direct or indirect

result of material, equipment or energy shortages.

- Additional or extended services during construction made necessary by (1) work damage by fire or other causes during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor.

SECTION 3—OWNER'S RESPONSIBILITIES

3.1. OWNER shall provide all criteria and full information as to OWNER's requirements for the Project; designate a person to act with authority on OWNER's behalf in respect of all aspects of the Project; examine and respond promptly to ENGINEER's submissions; and give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the work.

3.2. OWNER shall also do the following and pay all costs incident thereto:

- Furnish to ENGINEER borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which ENGINEER may rely upon in performing services hereunder.
- Guarantee access to and make all provisions for ENGINEER to enter upon public and private property.
- Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.
- Provide engineering surveys to establish reference points for construction.
- Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.
- If more than one prime contractor is to be awarded for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.

3.3. OWNER shall pay all costs incident to obtaining bids or proposals from Contractor(s).

SECTION 4—MEANING OF TERMS

4.1. As used herein the term "this Agreement" refers to the Letter Agreement to which these General Provisions are attached and to these General Provisions, Exhibit A "Further Description of Basic Engineering Services and Related Matters" and ~~Exhibit B "Duties, Responsibilities and Limitations of Authority of Resident Project Representative"~~, as if they were part of one and the same document.

4.2. The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to paragraph 3.2. [Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.6.]

4.3. Direct Labor Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement the principals of ENGINEER and their current hourly Direct Labor Costs are:

N/A

The hourly Direct Labor Costs of principals of ENGINEER will be adjusted equitably to reflect changes in personnel and in ENGINEER's overall compensation procedures and practices.

4.4. The Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unem-

ployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits. For the purposes of this Agreement, the principals of ENGINEER and their current hourly Salary Costs are:

N/A

The hourly Salary Costs of principals of ENGINEER will be adjusted equitably to reflect changes in personnel and in ENGINEER's overall compensation procedures and practices.

4.5. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; ~~subsistence and transportation of Resident Project Representatives and their assistants~~; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Section 1; and if authorized in advance by OWNER, overtime work requiring higher than regular rates. ~~In addition, when compensation for Basic Services is on the basis of cost plus a fixed fee, Direct Labor Costs or Payroll Costs method of payment, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of~~

If required, services of Architect, Structural Engineer or other consultants ~~SECTION 5—MISCELLANEOUS~~ is considered reimbursable expense.

5.1. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by

OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

5.2. Opinions of Cost.

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.2. ENGINEER's services to modify the Contract Documents to bring the Construction Cost within any limitation established by OWNER will be considered Additional Services and paid for as such by OWNER.

5.3. Other Provisions Concerning Payments.

If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

5.4. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon

seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

5.5. Controlling Law.

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

5.6. Successors and Assigns.

5.6.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.6.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.6.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

5.6.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.7. Arbitration.

5.7.1. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof

will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated in paragraphs 5.7.3 and 5.7.4 below. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph 5.7 will be specifically enforceable under the prevailing law of any court having jurisdiction.

5.7.2. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

5.7.3. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$200,000 (exclusive of interest and costs); and the arbitrators will not have jurisdiction, power or authority to render a monetary award in response thereto against any party which totals more than \$200,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy of any such claim, counterclaim, dispute or matter is more than \$200,000 (exclusive of interest and costs).

5.7.4. No arbitration arising out of, or relating to, this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

5.7.5. By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraphs 5.7.3 and 5.7.4 may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent. No consent to arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent or in which the sum or value in controversy exceeds \$200,000 (exclusive of interest and costs) or which is with any party not specifically described therein.

5.7.6. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. §§10, 11).

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STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of January 6, 1998
 FROM:

<u>Richard L. Watson</u>	<u>Police</u>	<u>Police</u>
Name	Division	Department

ACTION REQUIRED:

Accept the COPS MORE Grant in the amount of \$80,999.00 for the purchase of mobile computing equipment and hire a civilian report taker; and approve a budget adjustment.

COST TO CITY:

<u>\$ 116,409.00</u>	<u>\$ -0-</u>	
Cost of this Request	Category/Project Budget	Category/Project Name
<u>see attached</u>	<u>\$ -0-</u>	<u>Salaries and Capital</u>
Account Number	Funds Used To Date	Program Name
<u>97010</u>	<u>\$ -0-</u>	<u>General/Capital Improvements</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

Budgeted Item X Budget Adjustment Attached

Steph Daw 12/18/97
 Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marilyn J. Cramer
 Accounting Manager
K. H. [Signature]
 City Attorney
P. Vice
 Purchasing Officer

12-19-97
 Date ADA Coordinator
12-22-97 Uplanda Fields
 Date Internal Auditor
12-22-97
 Date

12-19-97 ✓
 Date

STAFF RECOMMENDATION:

Accept Federal Grant in the amount of \$80,999.00. Approve call taker position. Approve Budget adjustment.

Division Head

Date

Cross Reference

Eden R. Roberts
 Department Director

Date

New Item: Yes No

BRN
 Administrative Services Director

12/22/97
 Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

M E M O R A N D U M

TO: Mayor Fred Hanna and City Council

FROM: Rick Hoyt, ^{RH} Assistant Chief of Police - Administration

DATE: November 26, 1997

SUBJECT: Acceptance of "COPS More" Federal Grant

The police department has received a Federal grant in the amount of \$ 80,999 through the "COPS More" program. The purpose of the grant is to increase productivity of sworn officers. Our application for this grant included two parts.

The first part creates a civilian report taker position. This person would be specifically trained to take either phone-in or walk-in crime reports from citizens. We receive many phone-in and walk-in reports on a daily basis which tie-up detectives taking the information. The new civilian position would intake as many reports as possible, both phone and walk-in, and enter them directly in our computer system where they would then be assigned to a detective for follow-up. This will allow detectives to spend more time investigating crimes rather than doing paperwork.

A budget adjustment is attached to cover the City's 25% matching share of \$ 14,780. This part of the project includes salary and benefits of one person and office equipment for this person's work area.

The second part of this grant funds 75% up to \$ 61,890 for mobile computing equipment (MCT). We have plans to place MCTs in all patrol and detective vehicles to allow officers direct access into the State/Federal records database. We will also be installing previously approved mobile computing software on the MCTs to allow officers to directly enter crime reports in the field. MCTs will provide our officers a higher degree of safety because of the ability to run license checks on vehicles before stopping them and not having to compete for air time over our busy radio system. MCTs will also increase productivity of the officers because they will be able to complete reports in the field and reduce down-time from officers going to the police station to fill out reports. MCTs also provide other benefits that I can discuss more fully if necessary.

A budget adjustment of \$ 20,630 is attached to cover the City's 25% matching share for this portion of the project.

I look forward to meeting with you to more fully discuss this project and answer any questions. If you should have immediate questions, please contact me.



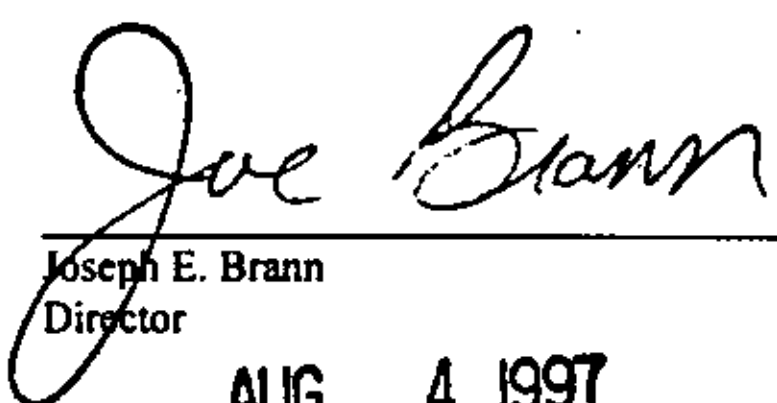
COPS MORE 96 AWARD
U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES

Grant #: 97CMWX0867**ORI #: AR00720****Vendor #: 716018462****Applicant Organization's Legal Name: Fayetteville, City of****Authorized Official Name: Mayor Fred Hanna**

Contact Name: Ms. Judy Cohea
P.O. Box 1988
Fayetteville, AR 72702

Phone Number: (501)587-3500**Fax Number: (501)587-3522****Award start date: 6/1/97****Award end date: 5/31/98****Award Amount: \$80,999.00****Number of Redeployed Officers: 4.1****Civilian Personnel Award: \$19,109.00****Number of Redeployed Officers: 1.1****Equipment/Technology Award: \$61,890.00****Number of Redeployed Officers: 3**

By signing this award, the signatory official is
agreeing to abide by the Conditions of Grant Award
found on the reverse side of this document:



Joseph E. Brann
Director

Date

AUG 4 1997

Signature of Official with the authority to accept this
grant award

Typed Name and Title of Official

Date

CONDITIONS OF GRANT AWARD

1. Grantees which have been awarded funding for the procurement of an item in excess of \$100,000 and have already identified a vendor must provide a written sole source justification to the COPS Office prior to obligation, expending or drawing down grant funds for that item.
2. The funding under this project is for the payment of costs approved by the COPS Office for support resources (including the salaries and benefits of civilian personnel), equipment and technology, and/or overtime that has been approved by the COPS Office.
3. COPS MORE '96 grant funds must be used to hire one or more civilians beyond the number of civilians that would be hired or employed by the grantee in the absence of the grant, or must be used to purchase equipment or technology beyond that which the grantee is already obligated or funded to purchase, or must be used to fund overtime that exceeds current and planned overtime payments.
4. The civilians and equipment and technology funded under this grant may only be utilized in activities or services that exclusively benefit your agency and the population that it serves. If your agency provides police services through a contractual arrangement, your agency is responsible for ensuring that the utilization of civilians, equipment and technology and overtime is in compliance with the conditions of your grant.
5. The grantee acknowledges its agreement to comply with the assurances and certifications submitted with the COPS MORE '96 application.
6. In order to assist the COPS Office in the monitoring of the award, your agency will be responsible for submitting progress reports and financial status reports on a quarterly basis. As those reports become due, your Grant Advisor will provide you with outlines to assist you with these reports.
7. Requests for extensions of the grant award period that merely request additional time, not additional funding, should be submitted in writing to your grant advisor no earlier than August 1, 1997 and no later than September 15, 1997.
8. The COPS Office may conduct or sponsor national evaluations of the Community Oriented Policing Services Program (COPS) and the MORE '96 program. The grantee agrees to cooperate with the evaluators.
9. The grantee agrees to abide by the terms, conditions, and regulations as found in the COPS MORE '96 Grant Owner's Manual and the *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, 28 C.F.R. Part 66.
10. For grants of \$500,000 or more (or \$1,000,000 or more in grants over an eighteen month period), the grantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if grantee is required to submit one under C.F.R. 42.302) that is approved by the Office of Justice Programs, Office for Civil Rights, is a violation of its Assurances and may result in the suspension of the drawdown of funds. For grants under \$500,000, the grantee must submit a completed EEO Certification form and return it to the Office of Justice Programs, Office for Civil Rights, within 120 days of the grant award.
11. The recipient agrees to complete and keep on file, as appropriate, an immigration and Naturalization Service Employment Eligibility Verification Form (I-9). This form is to be used by the recipients of federal funds to verify that persons are eligible to work in the United States.
12. The grantee agrees to monitor and exercise best efforts to maintain the level of redeployment of current sworn officers into community policing that is the result of COPS MORE '96 funding. During the first 60 days after the grantee signs and returns the grant award document, the grantee will work with the COPS Office to develop a plan to track the officer time redeployed into community policing.
13. If any part of the funded project is subject to the requirements of the Criminal Intelligence Systems Operating regulation, 28 C.F.R. Part 23, the grantee agrees to submit to the COPS Office its operating procedures and/or a certification that such a system has on hand operating policies as required by the regulation prior to drawing down grant funds for the funded project.

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

1.19

Budget Year 1997	Department: Police	Date Requested 11-24-97	Adjustment #
	Division: Police		
	Program: Patrol and Warrant		

Project or Item Requested:

Funds for 25% match for a COPS MORE Grant to cover salary and benefits for a Civilian Report Taker from General Fund and 100% of the cost to establish a secure work area and equip an office. List: Construct secure work area; computer, printer, chair, visitor chairs, telephone, filing cabinets and software.

Project or Item Deleted:

None. Use of Fund Balance is proposed for this adjustment.

Justification of this Increase:

This civilian will allow sworn personnel to continue with assigned work load and reduce interruptions. This should result in better response to citizens wanting to make a report and allow officers more time to investigate current cases.

Justification of this Decrease:

Sufficient funds exist to fund this request and comply with City policy.

Increase

Account Name	Amount	Account Number	Project Number
Salaries and Benefits	25479		
Software	700	1010 2940 5209 00	
Fixed Assets	7,330	1010 2940 5801 00	
Minor Equipment	380	1010 2940 5890 00	

Decrease

Account Name	Amount	Account Number	Project Number
Federal Grants	19,109	1010 0001 4309 00	
Use of Fund Balance	14,780	1010 0001 4999 00	

Approval Signatures

Requested By [Signature] 12/18/97

Budget Coordinator [Signature] 12/18/97

Department Director _____

Admin. Services Director _____

Mayor _____

C:\LOTIS\BUDADJ8.WK1

Budget Office Use Only

Type: A B C D E F

Date of Approval _____

Posted to General Ledger _____

Entered in Category Log _____

Budget Office Copy

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

Budget Year 1997	Department: Police Division: Police Program: Patrol and Warrant	Date Requested 11-25-97	Adjustment #
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Project or Item Requested:

Funds for 25% match for a COPS MORE Grant to cover purchase of Mobile Computing Terminals and software.

Project or Item Deleted:

None. Use of fund balance is proposed for this adjustment.

Justification of this Increase:

The funds will be used to purchase laptop computers will provide Police Officers additional time for other duties.

Justification of this Decrease:

Sufficient funds remain to fund this request and comply with City policy.

Increase

Account Name	Amount	Account Number	Project Number
Fixed assets	82,520	4470 9470 5801 00	97010

Decrease

Account Name	Amount	Account Number	Project Number
Federal Grants	61,890	4470 0470 4309 00	
Use of Fund Balance	20,630	4470 0947 4999 99	

Approval Signatures

Requested By [Signature] 11-26-97
 Budget Coordinator [Signature] 12-18-97

Department Director

Admin. Services Director

Mayor

C:\LOTIS\BUDADJ5.WK1

Budget Office Use OnlyType: A B C D E F

Date of Approval

Posted to General Ledger

Entered in Category Log

Budget Office Copy

STAFF REVIEW FORM

☐ AGENDA REQUEST
☐ CONTRACT REVIEW
☒ GRANT REVIEW

For the Fayetteville City Council meeting of _____
 FROM: _____

Name _____ Division _____ Department _____
 ACTION REQUIRED: _____

Review of grant application for COPS MORE '96. This grant will provide 75% funding to purchase Mobile Data Terminals and report software and 1 civilian report taker.

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 Coordinator _____ Administrative Services Director _____
 CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: _____

Accounting Manager

City Attorney

Date

ADA Coordinator

Date

Date

Internal Auditor

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

Division Head

Date

Cross Reference

Department Director

10-25-96

Date

New Item: Yes No

Administrative Services Director

10-25-96

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

Background Information

All requested information must be typed.

Applicant Organization's Legal Name: Fayetteville Police Department

Applicant Agency EIN Number (Assigned by the IRS): 71-6018462

(If your department has been assigned an EIN number by the Office of Justice Programs, please use that assigned number. Otherwise, your Internal Revenue Service EIN number should be used.)

Applicant Agency ORI Number (Assigned by FBI for UCR Reporting): 00720100

Congressional District (number): 3rd

Are you contracting for law enforcement services? ☒ No ☐ Yes If "yes," enter the name and agency information of the contract law enforcement department in the Law Enforcement Executive Information section below.

Executive Information:

Law Enforcement Executive's Name: Richard L. Watson Title: Chief of Police

Agency Name: Fayetteville Police Department

Address: PO Box 1988

City: Fayetteville State: AR Zip Code: 72702

Telephone: (501) 587-3500 FAX: (501) 587-3522

Name of contact person in your department who is familiar with this grant: Judy Cohea

Telephone: (501) 587-3510 FAX: (501) 587-3522

Government Executive's Name: Fred Hanna Title: Mayor

Name of Government Entity: City of Fayetteville

Address: 113 W. Mountain

City: Fayetteville State: AR Zip Code: 72701

Telephone: (501) 575-8330 FAX: (501) 575-8257

General Information:

Type of Police Agency:

- ☒ Municipal ☐ State ☐ County PD ☐ Sheriff ☐ Indian Tribal ☐ Transit
☐ School ☐ University/College (☐ Public or ☐ Private?)
☐ Public Housing ☐ New Start Up (please specify type of agency) _____
☐ Other (please specify) _____

Has your jurisdiction received other COPS grants? ☐ Yes ☒ No

If "yes," under which program(s)? (Choose all that apply.)

- ☐ COPS: Phase I ☐ COPS AHEAD ☐ COPS FAST ☐ COPS MORE
☐ Universal Hiring Program ☐ Anti-Gang Initiative/Youth Firearms Violence Initiative
☐ Troops to COPS ☐ Community Policing to Combat Domestic Violence
☐ Problem-Solving Partnerships

Total amount of Federal funds requested: \$ 84,868

Total non-Federal matching funds required (local share): \$ 28,289

Population served as of 1990 U.S. Census: 42,249 and square miles covered: 43.4

(Exclude the population and square miles primarily served by other law enforcement agencies within your jurisdiction. For example, sheriffs' departments must exclude populations and areas covered by a city police department for which the sheriff's department has no primary law enforcement authority.)

Current authorized sworn force strength: N/A

(Indicate if your department does not have an authorized strength.)

Actual sworn force strength as of May 1, 1996: 77

(Include funded vacancies.)

Are you requesting a waiver of the local match requirement based upon severe fiscal distress? *(Please see the section on waivers starting on page four of this application and attach a detailed explanation of your agency's current fiscal situation and why you are unable to provide a local match.)*

☐ Yes ☒ No

What is the source of your agency's local cash match?

Item 1 Capital Improvements Fund

Item 2 General Fund

(Please continue on other side.)

I certify that the information provided on this form is true and accurate to the best of my knowledge. I understand that prior to any grant award, the applicant must comply with all application and program requirements of the Public Safety Partnership and Community Policing Act of 1994 and other requirements of Federal law.

Law Enforcement Executive's Signature: Richard L. Watson Date: 10-25-96
(signature of person named on the front of this form)

Government Executive's Signature: _____ Date: _____
(signature of person named on the front of this form)

Notice: If your state participates in the Executive Order 12372 Intergovernmental Review Process (see the Appendix), please fill in the date on which you made a copy of this application available to the Single Point of Contact for review: 10-29-96.

CFDA Number: 16.710

State Application Identifier: _____ (For State SPOC Use Only)

Section II -- Part A

Item # 1**Cost-Effectiveness Worksheet***Please type all responses.*Jurisdiction's Legal Name: Fayetteville Police Department ORI#: AR0720100City, State: Fayetteville, AR Contact name: Judy CoheaContact phone: (501) 587-3510☒ Technology/equipment OR ☐ CiviliansBrief description of requested item, system, or group of like items: Ten (10) Mobile Data Computers and Incident & Accident Report Based SoftwareLine 1 — Entry-level salary of SWORN police officer (as of Jan. 1, 1996) 1. 21,732Line 2 — Fringe benefits of SWORN police officer 2. 5,923Line 3 — Add lines 1 and 2 3. 27,655Line 4 — Multiply line 3 by .75 4. 20,741Line 5 — Enter figure on line 4 or \$25,000, whichever is less 5. 20,741Line 6 — Total cost of item, system, or group of like items 6. 82,520Line 7 — Federal amount requested 7. 61,890*Can be no more than 75% of total item cost (line 6)*Line 8 — Divide line 7 by line 5 8. 3 officers or 5,472 hours

Line 8 is the minimum number of officers that you must redeploy into community policing. To determine how many officer hours this is per year, multiply line 8 x 1,824 hours (1,824 hours/year is the COPS standard full-time equivalent). This is the total number of hours/year that must be saved through the purchase of this item in order to meet redeployment. Certain types of technology or support resources may allow you to redeploy more than the amount required by line 8 of the CEW. The actual amount of redeployment calculated for each item in Part B, the Demonstration of Time Savings (see page 21), is the redeployment the COPS Office expects that you will achieve if awarded that item.

Name: Fayetteville Police Department, Arkansas
ORI: 00720100

Section II – Part B**Item #** 1

Demonstration of Time Savings

Describe how this item, system, or group of like items will result in officer time savings. Please use the space provided. For large jurisdictions or complex projects, please attach additional sheets. Sample redeployment summaries can be found in the beginning of this section. The actual redeployment that you calculate in this section is what the COPS Office assumes that you will achieve as a result of this grant.

Things you may want to include:

- Number of hours saved per day per officer
- The number of days these officers will actually work in a one-year period
- How many officers will realize this savings
- How time will be saved (on what activities)
- If the actual redeployment that is calculated in this section is substantially greater than the required amount of redeployment you must achieve for this item (line 8 of the CEW), please indicate that your agency understands that it will be expected to attain this redeployment if funded for this item.

Demonstration of Time Savings

Item 1 Mobile Computer Terminals and Software

Officers of the Fayetteville Police Department spend between one to three hours with the average being 90 minutes creating reports each shift. This time could be reduced by 40 percent if a laptop computer containing field reporting software and the Arkansas Accident Report was available in each unit.

Officers must come into the station to complete reports. Frequently, they get assigned a call for service and leave before the report is finished. The continual interruptions increase the time it takes to complete the reports and keeps officers either in the station or enroute to the station. This reduces the time each Officer has to dedicate to self-initiated activities within their beat. The Fayetteville Police Department defines self-initiated calls as activity produced from citizen contacts i.e. extra patrol for neighborhoods, businesses in their beat, or checking suspicious vehicles.

On any given day, 23 officers in the Fayetteville Police Department will use the 10 laptop computers being requested to complete paperwork in their patrol cars. We run three shifts per day with the largest shift ranging from 10-15 on duty. As a result of using the computers, 8 hours of sworn officer time will be saved by the department each day because each officer with a laptop is expected to save 40 minutes each day.

Note: 40 minutes saved per officer x 23 officers divided
by 60 = 15 hours per day x 365 days per year =
5,475 hours divided by 1,824 = 3.0 FTE.

Community Policing Activities Summary

(Part C): Instructions

You should describe how officers will use the time saved for each item, system, or group of like items. In order to be funded under COPS MORE '96, the time saved must be devoted to community policing.

Example — The Hessville Police Department plans to purchase four laptops under COPS MORE '96 and has shown a time savings of 3,648 hours/year (or 2 FTE) as a result. With this time savings, all 20 of the officers in Hessville will spend approximately 180 hours in the coming

year working on a community policing project to address one specific crime or disorder problem on their beats. Each officer will devote three to four hours per week to their projects. The officers will spend time regularly meeting with community members to learn more about the specific problems they decide to focus on and to develop creative approaches to addressing these problems based on their understanding of them. Officers also will work with community members to evaluate the effectiveness of the solutions implemented.

Community Policing Activities

Item 1 - Mobile Computer Terminals and Software

The Fayetteville Police department plans to purchase 10 laptops under the COPS MORE '96 and has shown a time savings of 5475 hours/year (or 3.3 FTE) as a result. With this time savings, each patrol officer will spend 3 1/2 hours per week on additional self initiated calls. These calls will be a result of information gathered from the community through phone calls, reports and personal contacts. Areas this would cover will include extra patrol requests from citizens i.e. concerns about traffic, home watch, domestic concerns, suspicious activity. The officer will be available to spend more time in his/her beat allowing for personal contacts with concerned citizens.

This additional time spent in the community is expected to result in a decrease of criminal activity. The increased visibility of the officers in their designated beats will also boost the citizens' feeling of safety in their neighborhoods and also in the business areas where they work and shop.

Name: Fayetteville Police Department, ArkansasORI: 00720100**Section II – Part C**Item # 1**Community Policing Activities Summary**

In Part B, you demonstrated the time savings that you expect to achieve through the purchase of this item. Please indicate which of the following activities your officers will engage in as a result of this time savings.

- ☒ Looking at repeat calls for service to identify problems or hot spots
- ☒ Working with neighborhood residents to identify and prioritize crime problems
- ☐ Conducting citizen surveys
- ☐ Addressing conditions that lead to crime
- ☐ Assessing the impact of community policing efforts on levels of crime and fear
- ☐ Working with local governmental/community agencies to address crime and disorder problems
- ☐ Attending community meetings
- ☐ Helping coordinate neighborhood watch groups
- ☒ Working with businesses to address crime problems
- ☐ Training officers/citizens in community policing
- ☐ Conducting crime prevention workshops/disseminating information on ways of preventing crime
- ☐ Engaging in strategic planning related to implementing community policing

Briefly describe any other community policing activities your officers will engage in as a result of the time savings for this item. Please be as detailed as possible in the space provided, using the back if necessary. If more space is needed, please attach additional pages.

See back of page

OMB APPROVAL NO 1121-0188
EXPIRES 5-98

Budget Detail Worksheet

Agency Name and State: Fayetteville Police Department - ARKANSAS
ORI # (FBI ID Number): ORI #AR0720100

A. Personnel

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
N/A		
		Total: \$_____

B. Fringe Benefits

Fringe benefits should be based on known actual costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Uniforms, equipment, and vehicles are unallowable costs under this grant program. Please list FICA and Workers Compensation, if applicable.

Name/Position	Computation	Cost
N/A		
		Total: \$_____

Agency Name and State: Fayetteville Police Department - ARKANSAS
 ORI # (FBI ID Number): ORI #AR0720100

C. Travel

Itemize travel expenses of project personnel by purpose (e.g. staff to training, field interviews, advisory group meetings). Show the basis of computation (e.g. six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known.

Purpose of Travel	Location	Item	Computation	Costs
Training on use of MCT's and Incident & Accident base reporting by software vendor	Fayetteville, AR			
Cost is based on software vendor sending 2 trainers to Fayetteville for 3 days				
				Total: \$ <u>2,000</u>

D. Equipment

List nonexpendable items that are to be purchased. Nonexpendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially for high-cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
Ruggedized Laptops (MCT)	10 @ \$6,334	\$ 63,340
MCT Law Enforcement Field Base Reporting Software	1 @ \$5,618	\$ 5,618
MCT Incident & Accident Field Reporting Software		\$ 11,220
PCMCIA 3.5" Floppy Disk Drive		\$ 342
		Total: \$ <u>80,520</u>

Fayetteville Police Department
Equipment Justification and Procurement Method
Item #1

This project uses technology and equipment to allow officers to spend more time in our community. The only expense above equipment is the software and training to use the equipment.

The Fayetteville Police Department has in the proposed 1997 budget funds to upgrade our computer system to an AS400. These additional funds will be instrumental in moving our department forward by allowing us to purchase the technological advancement of report writing and laptop computers.

The City of Fayetteville's purchasing policies are in compliance with the State of Arkansas. Competitive bids will be accepted for all items or group of items estimating to cost \$10,000. The Mayor will approve items up to \$10,000 and the City Council will approve any items costing \$20,000 or more. Items costing \$500 to \$10,000 written quotations are accepted.

Agency Name and State: Fayetteville Police Department - ARKANSAS
ORI # (FBI ID Number): ORI #AR0720100

E. Supplies

List items by type (office supplies; postage; training materials; copying paper; and expendable equipment items costing less than \$5,000, such as books, hand-held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
N/A		
		Total: \$_____

Agency Name and State: Fayetteville Police Department - ARKANSAS
 ORI # (FBI ID Number): ORI #AR0720100

F. Consultants/Contracts

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$250 per day require additional justification.

Name of Consultant	Service Provided	Computation	Cost
--------------------	------------------	-------------	------

N/A

Subtotal: \$ _____

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (e.g. travel, meals, lodging).

Item	Location	Computation	Cost
------	----------	-------------	------

N/A

Subtotal: \$ _____

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost
------	------

N/A

Subtotal: \$ _____

Total: \$ _____

Agency Name and State: Fayetteville Police Department - ARKANSAS
ORI # (FBI ID Number): ORI #AR0720100

G. Other Costs

List items (e.g. rent, production, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
N/A		
		Total: \$_____

Agency Name and State: Fayetteville Police Department - ARKANSAS
 ORI # (FBI ID Number): ORI #AR0720100

Budget Summary

When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested.

Budget Category	Amount
A. Personnel	\$ -0-
B. Fringe Benefits	\$ -0-
C. Travel	\$ 2,000
D. Equipment	\$ 80,520
E. Supplies	\$ -0-
F. Consultants/Contracts	\$ -0-
G. Other	\$ -0-
Total Direct Costs	\$ 82,520
Total Project Costs	\$ 82,520

Federal Request	\$ 61,890	(75 %)
Non-Federal Amount	\$ 20,630	(25 %)

Item # 2**Business Worksheet**

5.

Name: Fayetteville Police Department ORI#: 00720100ille, AR Contact name: Judy CoheaContact phone: (501) 587-3510Technology/equipment OR ☒ CiviliansRequested item, system, or group of like items: Civilian Report TakerSalary of SWORN police officer (as of Jan. 1, 1996) 1. 21,732Benefits of SWORN police officer 2. 5,923and 2 3. 27,655Line 3 by .75 4. 20,741On line 4 or \$25,000, whichever is less 5. 20,741Item, system, or group of like items 6. 31,209Amount requested 7. 23,407

More than 75% of total item cost (line 6)

Line 7 by line 5 8. 1 FTE or 1,824 hours

A number of officers that you must redeploy into community policing. To determine this is per year, multiply line 8 x 1,824 hours (1,824 hours/year is the COPS standard). This is the total number of hours/year that must be saved through the purchase of this redeployment. Certain types of technology or support resources may allow you to redeploy the amount required by line 8 of the CEW. The actual amount of redeployment calculated for the Demonstration of Time Savings (see page 21), is the redeployment the COPS Office can achieve if awarded that item.

Name: Fayetteville Police Department, ArkansasORI: 00720100**Section II – Part B**Item # 2**Demonstration of Time Savings**

Describe how this item, system, or group of like items will result in officer time savings. Please use the space provided. For large jurisdictions or complex projects, please attach additional sheets. Sample redeployment summaries can be found in the beginning of this section. The actual redeployment that you calculate in this section is what the COPS Office assumes that you will achieve as a result of this grant.

Things you may want to include:

- Number of hours saved per day per officer
- The number of days these officers will actually work in a one-year period
- How many officers will realize this savings
- How time will be saved (on what activities)
- If the actual redeployment that is calculated in this section is substantially greater than the required amount of redeployment you must achieve for this item (line 8 of the CEW), please indicate that your agency understands that it will be expected to attain this redeployment if funded for this item.

Demonstration of Time Savings**Item 2 - Civilian Report Taker**

The three Detectives assigned to the Juvenile Division of the Fayetteville Police Department spend approximately 2 hours per day taking walk-in and telephone reports. Also, they do not have any clerical support which results in additional time spent on filing, and data entry. It is estimated that each officer spends 1 1/2 hours per day on clerical duties. With the addition of a Civilian Report Taker, these detectives could spend up to 10 hours per day on community juvenile concerns.

On any given day the civilian report taker will accept any reports during their 8 hour shift and take any telephone reports referred to them from other shifts. Currently, all reports are taken by sworn personnel during normal business hours. This will free up Detectives approximately 8 hours per day.

Note: 3.5 hours saved per detective x 3 detectives = 10.5
 hours per day x 365 days per year equals 3833
 divided by 1824 = 2.1 FTE.

Community Policing Activities Summary

(Part C): Instructions

You should describe how officers will use the time saved for each item, system, or group of like items. In order to be funded under COPS MORE '96, the time saved must be devoted to community policing.

Example — The Hessville Police Department plans to purchase four laptops under COPS MORE '96 and has shown a time savings of 3,648 hours/year (or 2 FTE) as a result. With this time savings, all 20 of the officers in Hessville will spend approximately 180 hours in the coming

year working on a community policing project to address one specific crime or disorder problem on their beats. Each officer will devote three to four hours per week to their projects. The officers will spend time regularly meeting with community members to learn more about the specific problems they decide to focus on and to develop creative approaches to addressing these problems based on their understanding of them. Officers also will work with community members to evaluate the effectiveness of the solutions implemented.

Community Policing Activities

Item 2 - Civilian Report Taker

These detectives will begin regularly scheduled meetings with the Fayetteville School Administrators to determine current problem trends and develop solutions. Fayetteville has a Juvenile Concerns Committee with several sub-committees. The civilian report taker will free up Detectives and allow them to attend these meetings.

Detectives will spend more time highlighting problem areas and meeting with citizens in these areas. One approach is to go door to door in the neighborhoods or business districts and gather information about the crimes being committed in those areas. Another approach is to have a detective attend the neighborhood watch meetings when increased criminal activity is a concern. Currently, Fayetteville has 36 neighborhood watch programs.

Name: Fayetteville Police Department, ArkansasORI: 00720100**Section II – Part C**Item # 2**Community Policing Activities Summary**

In Part B, you demonstrated the time savings that you expect to achieve through the purchase of this item. Please indicate which of the following activities your officers will engage in as a result of this time savings.

- ☐ Looking at repeat calls for service to identify problems or hot spots
- ☒ Working with neighborhood residents to identify and prioritize crime problems
- ☒ Conducting citizen surveys
- ☒ Addressing conditions that lead to crime
- ☐ Assessing the impact of community policing efforts on levels of crime and fear
- ☒ Working with local governmental/community agencies to address crime and disorder problems
- ☒ Attending community meetings
- ☐ Helping coordinate neighborhood watch groups
- ☒ Working with businesses to address crime problems
- ☐ Training officers/citizens in community policing
- ☐ Conducting crime prevention workshops/disseminating information on ways of preventing crime
- ☐ Engaging in strategic planning related to implementing community policing

Briefly describe any other community policing activities your officers will engage in as a result of the time savings for this item. Please be as detailed as possible in the space provided, using the back if necessary. If more space is needed, please attach additional pages.

See back of page

Agency Name and State: Fayetteville Police Department, Arkansas
 ORI # (FBI ID Number): 00720100

C. Travel

Itemize travel expenses of project personnel by purpose (e.g. staff to training, field interviews, advisory group meetings). Show the basis of computation (e.g. six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known.

Purpose of Travel	Location	Item	Computation	Costs
-------------------	----------	------	-------------	-------

NA

Total: \$ _____

D. Equipment

List nonexpendable items that are to be purchased. Nonexpendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially for high-cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
------	-------------	------

NA

Total: \$ _____

OMB APPROVAL NO 1121-0188
EXPIRES 5-98

Budget Detail Worksheet

Agency Name and State: Fayetteville Police Department, Arkansas
ORI # (FBI ID Number): 00720100

A. Personnel

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
(1) Full time Civilian Report Taker		\$19,393
	(1) Year Salary	
		Total: \$ <u>19,393</u>

B. Fringe Benefits

Fringe benefits should be based on known actual costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Uniforms, equipment, and vehicles are unallowable costs under this grant program. Please list FICA and Workers Compensation, if applicable.

Name/Position	Computation	Cost
FICA	7.65%	1,483
Life insurance	Salary x 1.5 x .00456	133
Health insurance	159.97/Month	1,920
Long term disability Ins.	Salary divided by 100 x .46	89
Accidental Death & Disability	3.75/Month	45
Retirement	Salary x 12%	2,327
Workers' Compensation	Salary divided by 100 x .46	89
		Total: \$ <u>6,086</u>

Agency Name and State: Fayetteville Police Department, Arkansas
 ORI # (FBI ID Number): 00720100

E. Supplies

List items by type (office supplies; postage; training materials; copying paper; and expendable equipment items costing less than \$5,000, such as books, hand-held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Telephone	1 @ 300.00	\$ 300.00
Personal computer with emulation and network cards	1 @ 4,000.00	\$ 4,000.00
Hewlett Packard Printer	1 @ 1,200.00	\$ 1,200.00
Desk supplies such as stapler, tape dispenser, etc.	est 130.00	\$ 130.00
Calculator	1 @ 100.00	\$ 100.00

Total: \$ 5,730

Agency Name and State: Fayetteville Police Department, Arkansas
 ORI # (FBI ID Number): AR0720100

F. Consultants/Contracts

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$250 per day require additional justification.

Name of Consultant	Service Provided	Computation	Cost
--------------------	------------------	-------------	------

-0-

Subtotal: \$_____

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (e.g. travel, meals, lodging).

Item	Location	Computation	Cost
------	----------	-------------	------

Subtotal: \$_____

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost
------	------

Subtotal: \$_____

Total: \$_____

Agency Name and State: Fayetteville Police Department, Arkansas
ORI # (FBI ID Number): AR0720100

G. Other Costs

List items (e.g. rent, production, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
NA		
		Total: \$_____

Agency Name and State: Fayetteville Police Department, Arkansas
 ORI # (FBI ID Number): 00720100

Budget Summary

When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested.

Budget Category	Amount
A. Personnel	\$ <u>19,393</u>
B. Fringe Benefits	\$ <u>6,086</u>
C. Travel	\$ <u>-0-</u>
D. Equipment	\$ <u>-0-</u>
E. Supplies	\$ <u>5,730</u>
F. Consultants/Contracts	\$ <u>-0-</u>
G. Other	\$ <u>-0-</u>
Total Direct Costs	\$ <u>31,209</u>
Total Project Costs	\$ <u>31,209</u>

Federal Request \$ 23,407 (75 %)

Non-Federal Amount \$ 7,802 (25 %)



Certifications

Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies; and Non-Supplanting.

Although the Department of Justice has made every effort to simplify the application process, other provisions of Federal law require us to seek your certification regarding certain matters. Applicants should read the regulations cited below and the instructions for certification included in the regulations to understand the requirements and whether they apply to a particular applicant. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)," and the coordination and non-supplanting requirements of the Public Safety Partnership and Community Policing Act of 1994. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form — LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 —

A. The applicant certifies that it and its principals:

(i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A)(ii) of this certification; and

(iv) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 —

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or

use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(ii) Establishing an on-going drug-free awareness program to inform employees about —

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);

(iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will —

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(v) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: COPS Office, 1100 Vermont Ave., NW, Washington, DC 20530. Notice shall include the identification number(s) of each affected grant;

(vi) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted —

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency;

(vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v), and (vi).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year, a copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

4. Coordination

The Public Safety Partnership and Community Policing Act of 1994 requires applicants to certify that there has been appropriate coordination with all agencies that may be affected by the applicant's grant proposal if approved. Affected agencies may include, among others, the Office of the United States Attorney, state or local prosecutors, or correctional agencies. The applicant certifies that there has been appropriate coordination with all affected agencies.

5. Non-Supplanting

The applicant hereby certifies that Federal funds will not be used to replace or supplant State or local funds, or funds supplied by the Bureau of Indian Affairs, that would, in the absence of federal aid, be made available to or for law enforcement purposes.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Grantee Name and Address: Fayetteville Police Department, P.O. Box 1988, Fayetteville, AR 72702

Application No. and/or Project Name: COPS MORE '96 Grantee IRS/ Vendor Number: 71-6018462

Typed Name and Title of Authorized Representative: Fred Hanna, Mayor

Signature: _____ Date: _____

Community Policing Information Worksheet

Part 1

This worksheet will provide the COPS Office with information about the public safety concerns of your community and your department's community policing goals and activities.

For assistance in completing this worksheet, contact the U.S. Department of Justice Response Center at 1-800-421-6770.

1. From the list that follows, please rank in descending order the following public safety concerns of your community. For example, if "weapons" are the greatest concern in your community, place the letter "f" in rank No. 1. If "Wildlife crimes" is the lowest concern in your community, place an "n" in rank No. 16.

Rank:	Major Public Safety Issues:
1. <u> b </u>	a. Violent crimes against persons
2. <u> a </u>	b. Property crimes
3. <u> h </u>	c. Motor vehicle thefts
4. <u> i </u>	d. Vandalism
5. <u> j </u>	e. Gangs
6. <u> l </u>	f. Weapons
7. <u> f </u>	g. Prostitution
8. <u> k </u>	h. Drug crimes
9. <u> c </u>	i. Domestic violence
10. <u> d </u>	j. Alcohol-related crime, including DWI
11. <u> p </u>	k. Disorderly conduct
12. <u> e </u>	l. Traffic violations
13. <u> o </u>	m. Agricultural crimes
14. <u> g </u>	n. Wildlife crimes
15. <u> n </u>	o. Hate crimes
16. <u> m </u>	p. Other (specify) <u>Sexual solicitation (homosexual)</u>

Community policing is a policing philosophy that promotes and supports organizational strategies to address the causes and reduce the fear of crime and social disorder through problem-solving tactics and community-police partnerships. .

Your answers to the questions below will provide the COPS Office with basic information about your community policing efforts, and how you will use your COPS grant funds to further the implementation of community policing.

You are not expected to engage in all of the activities listed. They are examples of the community policing efforts of other law enforcement agencies. If you have a written document that serves as your community policing plan, please attach it to this form.

Overall Approach

2. Please indicate which of the following are part of your overall approach to community policing, and which you plan to implement under your COPS grant:

a) Crime Prevention Efforts:

Have Implemented	Plan to Implement	
☐	☐	a. Youth programs (e.g., in-school, after school, weekend police/youth programs)
☐	☐	b. Anti-drug programs
☐	☐	c. Regular meetings with community groups to discuss crime
☐	☐	d. Anti-violence programs
☐	☐	e. Other (specify <u>Security surveys</u>)

b) Problem-Solving Activities:

Have Implemented	Plan to Implement	
☐	☐	a. Identifying crime problems with members of the community and other government agencies (e.g., prosecutor and courts, social services, probation office)
☐	☐	b. Identifying crime problems by looking at crime trends (e.g., keeping records of crimes and the types of requests for help)

- | | | |
|--------------------------|-------------------------------------|--|
| ☐ | ☐ | c. Identifying top problems by analyzing repeat calls for service |
| ☐ | ☐ | d. Preventing crime by focusing on conditions that lead to crime (e.g., abandoned buildings and cars, referrals to other civil agencies) |
| ☐ | ☒ | e. Building on information systems to enhance crime analysis capabilities |
| ☐ | ☐ | f. Other (specify) _____ |

c) Community Partnerships:

- | Have Implemented | Plan to Implement | |
|-------------------------------------|-------------------------------------|---|
| ☒ | ☐ | a. Regularly surveying community members to assist in identifying and prioritizing crime problems |
| ☐ | ☒ | b. Locating office or stations within neighborhoods |
| ☐ | ☐ | c. Providing community policing training to citizens |
| ☒ | ☐ | d. Meeting with community members to learn more about the nature of specific problems |
| ☒ | ☐ | e. Involving community members in selecting responses to problems and determining measures of success |
| ☐ | ☐ | f. Other (specify) _____ |

d) Infrastructure and Management Changes:

- | Have Implemented | Plan to Implement | |
|-------------------------------------|--------------------------|--|
| ☐ | ☐ | a. Have written strategic plan for community policing |
| ☒ | ☐ | b. Department currently designates special unit (or a special officer) for community policing activities |

- ☐ ☐ c. Department promotes an agency-wide approach to community policing

If your department has implemented or plans to implement an agency-wide approach to community policing, please indicate the approximate percentage of time that patrol officers in your department dedicate (or will dedicate) to community policing:

- ☐ Less than 10 percent
☐ 10-20 percent
☐ More than 20 percent

- ☒ ☐ d. Personnel are given responsibility for geographical areas
- ☐ ☒ e. Call management systems are in place to free officer time for community policing (i.e. telephone reporting, alternative responses, etc.)
- ☐ ☐ f. Personnel evaluations reward participation in collaborative problem-solving efforts
- ☐ ☐ g. Decision-making authority has been decentralized
- ☐ ☐ h. Management positions have been eliminated
- ☒ ☐ i. Community policing concepts have been integrated into agency's mission statement
- ☐ ☐ j. Community policing concepts have been integrated into departmental policies and procedures
- ☐ ☐ k. Detectives have been integrated into community policing efforts
- ☒ ☐ l. Department staff routinely collaborate with other municipal agencies to address problems

Communities

3. Please indicate which of the following groups you have consulted to address crime and disorder problems in your community:

Consulted

Plan to Consult

- ☒ ☐ a. Other government agencies (e.g. probation office, sanitation)

- | | | |
|-------------------------------------|--------------------------|--|
| ☒ | ☐ | b. Civic groups |
| ☒ | ☐ | c. Neighborhood associations |
| ☐ | ☐ | d. Tenants' associations |
| ☐ | ☐ | e. Organizations of your employees, including collective bargaining groups |
| ☒ | ☐ | f. Business groups |
| ☐ | ☐ | g. Religious groups |
| ☒ | ☐ | h. Schools |
| ☒ | ☐ | i. Other (specify) <u>Solicited feedback via monthly police television show on local government channel.</u> |

Citizens

4. Please indicate which of the following partnership activities are currently performed by citizens in your jurisdiction or are planned under your COPS grant:

- | Currently Perform | Planned Under Grant | |
|-------------------------------------|--------------------------|---|
| ☒ | ☐ | a. Neighborhood Watch |
| ☐ | ☐ | b. Citizen volunteer programs |
| ☒ | ☐ | c. Citizen advisory groups to your law enforcement agency |
| ☐ | ☐ | d. Citizen patrols within your community |
| ☐ | ☐ | e. Participate in anti-drug or anti-violence programs |
| ☐ | ☐ | f. Other activities (specify) _____ |

Officers

5. Please indicate which of the following activities are currently performed by patrol officers or are planned under your COPS grant:

a) Crime Prevention Activities:

Currently Perform	Planned Under Grant	
☒	☐	a. Foot patrol, bike patrol or mounted patrol
☒	☒	b. Making door-to-door contact with citizens and businesses
☒	☒	c. Meeting with community leaders and groups to learn more about crime problems and jointly develop crime prevention plans
☐	☐	d. Using business cards, cellular phones or beepers to maintain contact with, and be contacted by, citizens regarding public safety concerns
☒	☒	e. Working in schools or other public agencies to teach crime prevention
☐	☐	f. Other (specify) _____

b) Problem-Solving Activities:

Currently Perform	Planned Under Grant	
☐	☒	a. Working with citizens to identify and address community crime problems
☒	☐	b. Using computer systems to collect and analyze information, particularly repeat calls for service
☐	☐	c. Coordinating specific problem-solving projects to address problems on their beats
☐	☐	d. Working with other public agencies to solve disorder problems (e.g. trash collection, public works agencies to solve lighting problems)
☐	☐	e. Mapping crime problems
☐	☐	f. Other (specify) _____

c) Training:

1. Departmental-wide community policing training

- ☐ Have implemented
☐ Plan to implement
☒ Do not plan to implement

2. Where do recruits/officers receive basic training? (Check all that apply.)

- ☒ State academy
☐ Regional academy
☐ Local academy
☐ Community college
☐ Private contract/outside consultant
☐ No recruit training
☐ Other (specify): _____

3. How many hours of recruit training dedicated solely to community policing concepts do recruits receive?

3 hours

4. Have community policing concepts been integrated into general training received by agency personnel (e.g. training on law, departmental regulations, conducting investigations)?

- ☒ Yes ☐ Plan to implement ☐ Do not plan to implement

5. Where do in-service officers receive community policing training?

- ☐ State academy
☐ Regional academy
☒ Local academy
☐ Community college
☐ Private contract/outside consultant
☐ No in-service training
☒ Other (specify): Bicycle patrol training

6. How many hours of in-service training dedicated solely to community policing concepts do officers receive?

32 hours

7. We would like to know what kind of training your department routinely provides that is pertinent to community policing. Please indicate the community policing training that your department provided in the past fiscal year. Please indicate by checking the appropriate box. The abbreviation "CP" stands for community policing.

	Recruit Academy Only	In-Service Only	Both Recruit & In-Service	Civilian	No Training Provided	Other: Field training
a. Concepts and general principles of CP	☐	☐	☐	☐	☒	☐
b. Problem-solving methods (SARA, etc.)	☐	☐	☐	☐	☒	☐
c. Causes and consequences of specific problems (e.g. drugs, spousal abuse)	☐	☒	☐	☐	☐	☐
d. CP approaches to specific problems	☐	☒	☐	☐	☐	☐
e. Organizing/working w/public groups	☐	☒	☐	☐	☐	☐
f. Cultural diversity	☐	☒	☐	☐	☐	☐
g. Victim assistance	☐	☐	☐	☐	☐	☒
h. Working with juveniles	☐	☐	☐	☐	☐	☒
i. Using code/civil enforcement	☐	☐	☒	☐	☐	☐
j. Alternative dispute resolution	☐	☐	☐	☐	☒	☐
k. Supervising problem solvers	☐	☒	☐	☐	☐	☐
l. Other (specify): _____	☐	☐	☐	☐	☐	☐
m. Other: _____	☐	☐	☐	☐	☐	☐
n. Other: _____	☐	☐	☐	☐	☐	☐



U.S. Department of Justice

Office of Community Oriented Policing Services (COPS)

Office of the Director
1100 Vermont Ave. N.W.
Washington, D.C. 20530

JUN 10 1996

Chief Richard Watson
Fayetteville, City of
P.O. Box 1988
Fayetteville, AR 72702

Dear Chief Watson:

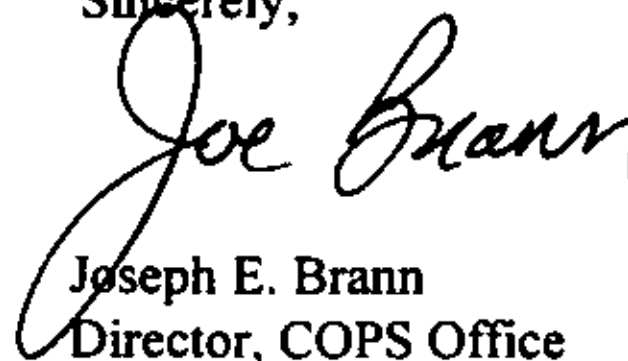
I am pleased to inform you that the COPS Office has approved your agency's request for funding under the COPS MORE 96 program.

Although you have been awarded a grant under the COPS MORE 96 program, we have not yet completed the final review of your budget. **As a result, you may not draw down grant funds until your itemized budget (submitted with your application) is approved and you have been notified accordingly.** We are including a Memorandum of Estimated Funding which details the items which you have been awarded. Please note that the figures on this Memorandum are estimates and may change after the final financial review.

Once you have received final budget clearance, you will receive a packet that includes your Grant Award, which you must sign to officially accept your grant. The MORE 96 Award document will provide the total award amount and redeployment figures, as well as the award amount and redeployment figures by type of award (civilian personnel, and technology/equipment). Your award packet will also include a Grant Owner's Manual, forms necessary to actually draw down funds, and other payment information. These materials should assist you with the administrative and financial matters associated with your grant.

Should you have any questions regarding your COPS MORE 96 award, please contact the COPS Office at 1-800-421-6770, or call your grant advisor.

Sincerely,


Joseph E. Brann
Director, COPS Office

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of January 6, 1998.

FROM: _____
 Alett Little Planning Public Works

 Name Division Department

ACTION REQUESTED:

To approve annexation request, RZA 97-24.00, submitted by William Greenhaw on behalf of Wanda Sims for property located at 4015 East Huntsville Road. The property contains approximately 1.68 acres. The request is to annex the property into the City of Fayetteville.

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 12-15-97
 City Attorney Date
 Purchasing Officer Date
 ADA Coordinator Date
 Internal Auditor Date

STAFF RECOMMENDATION: The staff forwards the Planning Commission's recommendation for approval by a vote of 8-0-0.

Alett Little 12.12.97 Cross Reference
 Division Head Date
Charles Deale 12-15-97
 Department Director Date
BMX 12-15-97
 Administrative Services Date
 Director
 Mayor Date
 Orig Contract Date: _____

ORDINANCE NO. _____

AN ORDINANCE CONFIRMING THE ANNEXATION TO THE CITY OF FAYETTEVILLE, ARKANSAS, OF CERTAIN PROPERTY OWNED BY WANDA SIMS LOCATED AT 4015 E. HUNTSVILLE ROAD. THE PROPERTY CONTAINS APPROXIMATELY 1.68 ACRES.

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

Section 1. That the City Council hereby confirms the annexation to the City of Fayetteville, Arkansas, of that property described in Exhibit A attached hereto and made a part hereof.

Section 2. The official map of the City of Fayetteville, Arkansas, is hereby amended to reflect the change provided in Section 1 above.

Section 3. That the above-described property is hereby assigned to Ward No. ____.

PASSED AND APPROVED this ____ day of ____, 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Traci Paul, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION FOR RZA 97-24.00

A part of the Northeast Quarter of the North east Quarter of Section 24, Township 16 North, Range 30 West, and a part of the Northwest Quarter of the Northwest Quarter of Section 19, Township 16 North, Range 29 West, being more particularly described as follows, to-wit: Beginning at a point which is South 964.33 feet from the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 24, Township 16 North, Range 30 West, and running thence South 58 degrees 30 minutes East 41.05 feet, thence South 20 degrees 15 minutes West 93.12 feet, thence South 20.00 feet, thence West 400.00 feet to the center of the White River, thence along the center of the river approximately North 30 degrees 18 minutes 38 seconds East 307.45 feet, thence leaving said river South 58 degrees 30 minutes 00 seconds East 83.43 feet, thence North 31 degrees 30 minutes East 10.00 feet, thence South 58 degrees 30 minutes East 194.34 feet to the Point of Beginning containing 1.68 acres more or less. Less and except 50 feet of equal and uniform width off of the East side of said tract reserved for roadway purposes.

RZA 97-24.00: ANNEXATION (WANDA SIMS)**WANDA SIMS- 4015 E. HUNTSVILLE RD.**

The annexation was submitted by William Greenhaw on behalf of Wanda Sims for property located at 4015 East Huntsville Road. The property contains approximately 1.68 acres. The request is to annex the property into the City of Fayetteville. The order of annexation was signed by Washington County on April 7, 1997.

RECOMMENDED MOTION:

RZA97-24.00: Staff recommended approval of the requested 1.68 acre annexation.

Mr. Bill Greenhaw represented the item.

There was no public comment.

Ms. Johnson stated she was not aware of any problems or controversy with the annexation.

MOTION

Ms. Johnson moved to approve the annexation.

Mr. Ward seconded the motion.

The motion carried by a vote of 8-0-0.

PC - Dec. 8, 1997

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

**113 W. Mountain St.
Fayetteville, AR 72701
Telephone:**

501-575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission Members
THRU: Charles Venable, Asst. Public Works Director
Alett S. Little, City Planner
FROM: Tim Conklin, Planner
DATE: December 8, 1997

RZA 97-24.00: Annexation (Wanda Sims, pp 568) was submitted by William Greenhaw on behalf of Wanda Sims for property located at 4015 East Huntsville Road. The property contains approximately 1.68 acres. The request is to annex the property into the City of Fayetteville. The order of annexation was signed by Washington County on April 7, 1997.

RZ 97-25.00: Rezoning (Wanda Sims, pp 568) was submitted by William Greenhaw on behalf of Wanda Sims for property located at 4015 East Huntsville Road. Subject to annexation, the property will be zoned A-1, Agricultural, and contains approximately 1.68 acres. The request is to change the zoning to R-1, Low Density Residential.

RECOMMENDED MOTION:

RZA97-17: Staff recommends approval of the requested 1.68 acre annexation.

RZ97-20: Staff recommends approval of the requested 1.68 acre rezoning from A-1 Agricultural to R-1 Low Density Residential.

PLANNING COMMISSION ACTION: YES Required
 Approved Denied

Date: 12/8/97

Comments:

Recommended RZA97.24 & RZ97.25 by vote of B.O.O

CITY COUNCIL ACTION: YES Required

24-16-29 RZA97-24 PP 568
Wanda Sims + R2 25
4015 East Huntsville Road

Date: ____/____/____ ☐ Approved ☐ Denied

BACKGROUND :

This request is to annex 1.68 acres and rezone it from A-1, Agriculture to R-1 Low Density Residential. The order of annexation was signed by Charles A. Johnson, Washington County Judge, on April 7, 1997. Pursuant to § 160.016 (E), all territory which is annexed to the city shall be considered to be in District A-1 until the territory is rezoned. The property joins the city limits on the north, south, and east boundary line.

ADJACENT LAND USE AND ZONING:

North: Single-family, R-1 South: Stonebridge Meadows Subdivision, R-1
East: County West: County, White River

R-1 LOW DENSITY RESIDENTIAL DISTRICT

(A) *Purpose.* The Low Density Residential District of four families per acre or less in the case of single-family homes and seven families per acre or less in the case of two family dwellings is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses permitted.*

Unit 1 - City-wide uses by right.
Unit 26 - Single-family dwelling.

(C) *Uses permissible on appeal to the Planning Commission.*

Unit 2 - City-wide uses by conditional use permit.
Unit 3 - Public protection and utility facilities.
Unit 4 - Cultural and recreational facilities.
Unit 8 - Single-family and two-family dwellings.

24-16-29 RZA97-24 PP 568
Wanda Sims + RZ 97-25
4015 East Huntsville Road

(D) Bulk and area regulations.

	Single-Family	Two-Family
Lot width minimum	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq. ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

INFRASTRUCTURE:

This site has frontage on River Meadows Drive which is currently under construction as part of Stonebridge Meadows Phase I.

Streets: This site has frontage on River Meadows Drive which is currently under construction as part of Stonebridge Meadows Phase I.

Water: Water is available along River Meadows Drive.

Sewer: Sewer is available for Stonebridge Meadows Subdivision to the south.

LAND USE PLAN:

General Plan 2020 shows this area as Residential.

RZ97-20 FINDINGS OF THE STAFF:

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principals, and policies and with land use and zoning plans.

Staff finding: This site adjoins R-1 Low Density Residential property to the north, south, and east. R-1 density of development for this tract of land is consistent with other R-1 residential zoning adjacent to this site and is consistent with General Plan 2020.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

24-16-29 RZA97-24 PP 568
Wanda Sims RZ 97-25
4015 East Huntsville Road

Staff finding: This site is located between land zoned R-1 and developed with single family homes and is best suited for low density residential development under R-1 rather than A-1 zoning.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Staff finding: Rezoning this property from A-1 to R-1 will not create or appreciably increase traffic danger and congestion.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Staff finding: Development of this land under R-1 zoning should not cause undesirable increase on the load with regard to public services including schools, water, and sewer facilities.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Staff finding: N/A

529

530

569

Property
subject to
annulation

County

City

County

City

ROBERTS RD

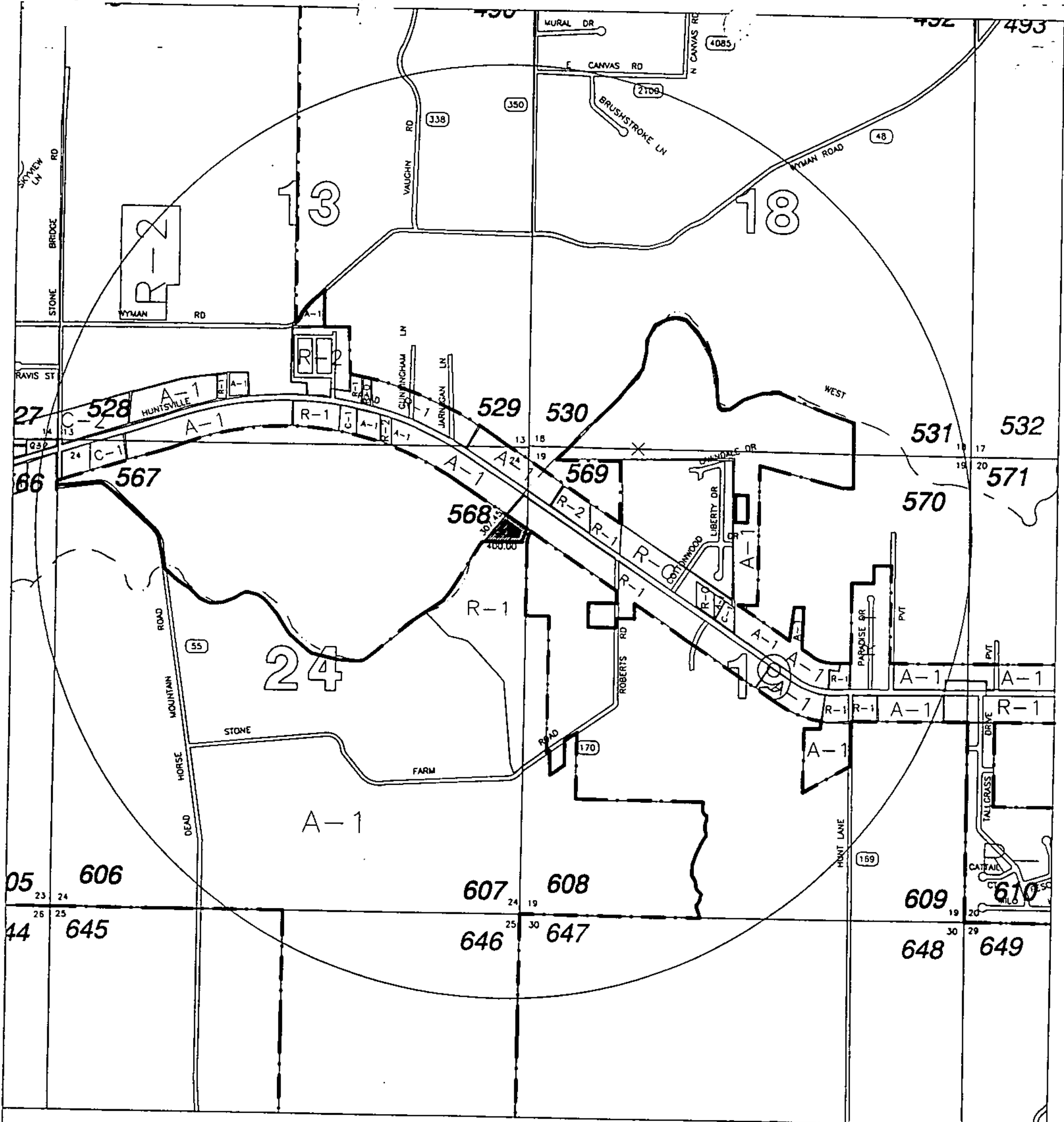
170

SCALE: 1" = 500'



24-16-29 RZA97-24 PP 568
Wanda Sims RZ 97-25
4015 East Huntsville Road

5&6.5



SCALE: 1" = 1,500'

24-16-29 RZA97-24 PP 568
Wanda Sims RZ 97-25
4015 East Huntsville Road

5&6.6

STAFF REVIEW FORM

X Agenda Request
 _____ Contract Review
 _____ Grant Review

For the Fayetteville City Council meeting of January 6, 1998.

FROM:		
Alett Little	Planning	Public Works
_____ Name	_____ Division	_____ Department

ACTION REQUESTED:

To approve a rezoning request, RZ 97-25.00, submitted by William Greenhaw on behalf of Wanda Sims for property located at 4015 East Huntsville Road. Subject to annexation, the property will be zoned A-1, Agricultural, and contains approximately 1.68 acres. The request is to change the zoning to R-1, Low Density Residential.

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
<i>[Signature]</i>	12-15-97
City Attorney	Date
Purchasing Officer	Date

ADA Coordinator	Date
Internal Auditor	Date

STAFF RECOMMENDATION: The staff forwards the Planning Commission's recommendation for approval by a vote of 8-0-0.

<i>Alett Little</i>	12.12.97
Division Head	Date
<i>Charles Venable</i>	12-15-97
Department Director	Date
<i>BPM</i>	12-15-97
Administrative Services Director	Date
Mayor	Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZ 97-25.00 FOR A PARCEL
CONTAINING APPROXIMATELY 1.68 ACRES LOCATED AT
4015 EAST HUNTSVILLE ROAD REQUESTED BY WANDA
SIMS.

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

Section 1. That the zone classification of the following described property is hereby
changed as follows:

RZ 97-25.00 for the real property described in Exhibit "A" attached hereto and made
a part hereof.

From A-1, Agricultural District to R-1, Low Density Residential District.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby
amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this ____ day of _____, 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Traci Paul, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION FOR RZ 97-25.00

A part of the Northeast Quarter of the North east Quarter of Section 24, Township 16 North, Range 30 West, and a part of the Northwest Quarter of the Northwest Quarter of Section 19, Township 16 North, Range 29 West, being more particularly described as follows, to-wit: Beginning at a point which is South 964.33 feet from the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 24, Township 16 North, Range 30 West, and running thence South 58 degrees 30 minutes East 41.05 feet, thence South 20 degrees 15 minutes West 93.12 feet, thence South 20.00 feet, thence West 400.00 feet to the center of the White River, thence along the center of the river approximately North 30 degrees 18 minutes 38 seconds East 307.45 feet, thence leaving said river South 58 degrees 30 minutes 00 seconds East 83.43 feet, thence North 31 degrees 30 minutes East 10.00 feet, thence South 58 degrees 30 minutes East 194.34 feet to the Point of Beginning containing 1.68 acres more or less. Less and except 50 feet of equal and uniform width off of the East side of said tract reserved for roadway purposes.

RZ 97-25.00: REZONING (WANDA SIMS)
WANDA SIMS- 4015 E. HUNTSVILLE RD.

The rezoning was submitted by William Greenhaw on behalf of Wanda Sims for property located at 4015 East Huntsville Road. Subject to annexation, the property will be zoned A-1, Agricultural, and contains approximately 1.68 acres. The request is to change the zoning to R-1, Low Density Residential.

RECOMMENDED MOTION:

RZ97-25.00: Staff recommended approval of the requested 1.68 acre rezoning from A-1 Agricultural to R-1 Low Density Residential.

There was no public comment.

Ms. Johnson noted there were no problems or controversy with the rezoning.

MOTION

Ms. Johnson moved to approve the rezoning.

Mr. Reynolds seconded the motion.

The motion carried by a vote of 8-0-0.

STAFF REVIEW FORM

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of January 6, 1998

FROM:

W.A.Oestreich

Fleet Operations

Administrative Services

Name

Division

Department

ACTION REQUIRED:

Acceptance of the Qualified Bidder for Item #1 - Bid #97-60. The vendor for this Purchase is Shipley Motor Co., P.O.Box 250, Lowell, AR 72745, Vendor #1785 Approval of a budget adjustment funding this request is attached.

COST TO CITY:

Cost: \$130,317.00 Trade Allowance: N/A Net Cost: \$130,317.00

\$130,317.00
Cost of this Request

\$ 45,000.00
Category/Project Budget

Construction Equip./Other
Category/Project Name

9700-1920-5802.00
Account Number

\$ 00.00
Funds Used To Date

Vehicles & Equipment
Program Name

97056/97062
Project Number

\$ 45,000.00
Remaining Balance

Shop
Fund

BUDGET REVIEW:

Budgeted Item XX Budget Adjustment Attached

Steph Davis 12/18/97
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn J. Cramer
Accounting Manager

12-17-97
Date

ADA Coordinator

Date

Patricia J. King
City Attorney

12-18-97
Date

Yolanda Fields
Internal Auditor

12-18-97
Date

P. Vice
Purchasing Officer

12-18-97
Date

STAFF RECOMMENDATION:

Acceptance of Bid 97-60 and authorization to Purchase Item #1.

W.A. Oestreich
Division Head

12/17/97
Date

Cross Reference

W.D. Craft
Department Director

19 DEC 17
Date

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

BRM
Administrative Services Director

12/18/97
Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

CITY OF FAYETTEVILLE**FLEET OPERATIONS****INTER-OFFICE MEMORANDUM**

TO: Mayor/City Council

THRU: Ben Mayes, Administrative Services Director 

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent 

DATE: December 16, 1997

SUBJECT: BID AWARD RECOMMENDATION 97-60

Reference the attached Agenda Request for the Award of Bid 97-60, Item #1. The qualified bidder meeting specifications is Shipley Motor Co., P.O. Box 250, Lowell, AR 72745. (Vendor #1785). This is a planned item for the calendar year 1997.

The Bid Tabulation Sheet dated October 8, 1997, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List attached.

The item listed has been evaluated for compliance with original specifications and for compatibility with the usage needs of the City. Therefore, the bid for the Elkin Hi-Tech was rejected as this unit did not fit the requirements listed above. Details listed in the attached memorandum from Randy Allen, Street Superintendent covers a portion of the operational items applying to the Mixer Unit. In addition to those items, there are other quality related items that became obvious after a physical inspection and comparison of both units. The Cab/Chassis differences which caused the rejection of the Ford were based on the minimum requirements for the application of this unit. Lack of sufficient horsepower for the terrain that this unit will operate in was the primary consideration. Various other items such as a smaller drive line, lack of a grade retarder, and utilization of a manual control power divider also affected the decision. The anticipated Manufacturer and Dealer support necessary to maintain these units in a proper and efficient manner was also considered.

It has been with an objective attitude that this bid has been evaluated. This recommendation has been reviewed by the Street Maintenance Division, Water/Sewer Maintenance Division, Sidewalk and Trails, and Fleet Operations Division prior to submission to the Equipment Committee.

A discussion which allowed a very thorough evaluation of both the mixer unit and the cab/chassis resulted in a unanimous decision by the Equipment Committee to support the staff recommendation for the Cemen-tech unit mounted on the Mack Chassis.

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

ITEM 1. HD Cab/Chassis w/mounted Mobile Concrete Mixing Machine

**

Shipley Motor Co.

1998 Mack RD-690-S w/Cemen-Tech MCD-6100 mixer @ \$130,317.00.

This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

SUMMARY

TO BE DELIVERED AS A COMPLETE UNIT:

ITEM 1. Shipley Motor Co. - 1 Unit at \$ 130,317.00

TOTAL BID AWARD: \$ 130,317.00

The budgeted amount for items in this Category/Project is \$194,936.00 in account 9700-1920-5802.00, Project 97056-001 and \$256,666.00, Project 97062-001 for a total amount of \$451,602.00. To date we have utilized \$277,775.00, which leaves a balance of \$173,827.00. With the purchase of this item at \$130,317.00 we will have a balance remaining of \$43,510.00 for the other items scheduled in this Category/Project.

This item was scheduled for calendar year 1997, but due to staff involvement in other work related projects and evaluation of various equipment options, this was sent out on bid in the third quarter of the year with bid opening scheduled for October 8, 1997. After the bid opening, a thorough evaluation process was initiated to assure the recommendation of the best unit available. This evaluation included hands on inspections of operating units located in Texas and Iowa. With 1997 funding available for projects 97056/97062, this recommendation was made to finalize approval for purchase. However, rollforwards of 1997 funds has not been initiated as yet, therefore a budget adjustment is requested to fund this request with 1998 funds. A rollforward will be initiated only for the balance remaining in these projects.

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year 1997	Department: Administrative Services Division: Fleet Operations Program: Capital	Date Requested 12/18/97	Adjustment #
---------------------	---	----------------------------	--------------

Project or Item Requested:

Funding is requested to purchase a mobile concrete mixer truck.

Project or Item Deleted:

None. Sufficient cash & investments exist to fund this request and meet planned expenditures for the fund and comply with City policy.

Justification of this Increase:

The funding is requested to purchase a mobile concrete mixer truck. The unit was planned to be purchased in 1997 and the funding for the project lapsed at December 31 creating the need for a budget adjustment.

Justification of this Decrease:

Cash & Investments are sufficient to fund this request.

Increase

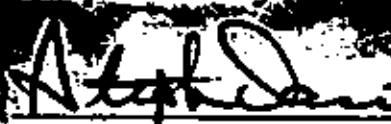
Account Name	Amount	Account Number	Project Number
Vehicles & Equipment	130,317	9700 1920	5802 00 97056

Decrease

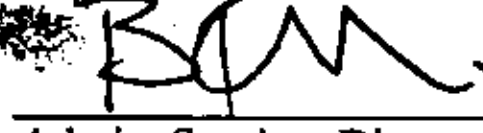
Account Name	Amount	Account Number	Project Number
Use of Fund Balance	130,317	9700 0970	4999 99

Approval Signatures:

Requested By:


 Budget Coordinator

Department Director


 Admin. Services Director

Mayor

C:\APP\98BUD\BUDGET\CONCRTRK.WK3

Budget Office Use Only

Type A B C D E F

Date of Approval

Posted to General Ledger

Entered in Category Log

Budget Office Copy

DEPARTMENTAL CORRESPONDENCE

TO: The Fayetteville City Council

THRU: Fred Hanna, Mayor

FROM: Kevin Crosson, Public Works Director
Randy Allen, Street Superintendent *R.A.*

DATE: December 17, 1997

SUBJECT: Mobile Concrete Mixer

The following information is being submitted for your review.

Waiting time for ready-mix concrete is a costly non-productive activity for the City. With an average \$97.59 lost per ready-mix concrete order and 168 orders annually for the Street Division and Water & Sewer Division, this equates to a savings of \$16,395 annually or \$81,975 over 5 years. This does not include Sidewalk & Trails usage but this unit appears to be highly functional for them as well. In addition, the Traffic Division could pour footings for traffic pole installation and pads for traffic controllers and the Parks Department could pour footings for fencing, basketball goals, and playground equipment.

To summarize the items that have calculable dollar figures, the city can save \$150,000 in five years producing 1,000 cubic yards of concrete annually. Additionally, the city can save \$81,975 over five years in lost hours waiting for the ready-mix trucks.

To summarize the items that do not have calculable dollar figures, how costly is it to the image of the city worker who is seen by the public waiting for concrete? How valuable is it to be able to pour concrete in the middle of the night in order to have a street open by the morning rush hour? How valuable is it to have a quality product that you can adjust the slump on from location to location instead of having the watered down end loads that are typical from the ready-mix trucks.

I have evaluated the Elkin HiTech on the International truck, Ford truck and Mack truck. In addition, the CemenTech has been evaluated on the Ford truck and the Mack truck.

The CemenTech mixer has several advantages over the Elkins mixer:

- 1) The most important advantage is that this unit does not use a pan for the conveyor belt to slide on for support. This unit utilizes angle bars to support the material on the belt. The replacement of the pan is a very labor intensive operation and is usually replaced every two to three years.
- 2) Material bin support struts are spaced closer than the other unit and sealed along the bins to prevent moisture and debris from entering.
- 3) The vanner edge conveyor belt helps to prevent materials from spilling off the side of the conveyor belt and onto the chain.
- 4) This unit utilizes a roller chain to operate the conveyor belt whereas the other unit utilizes a pintle chain.
- 5) The power swivel utilizes a roller chain and motor instead of pivot arms and linkage with a hydraulic cylinder.
- 6) The chute latch mechanism on this unit secures the chute in the upright position with connections on both sides of the chute whereas the Elkins unit had only a center latch which malfunctioned on both units I evaluated in Dallas, Texas.
- 7) The truck frame mounting on this unit utilizes a spring-loaded attachment at the front of the unit to allow for flexing of the frame without twisting the cement mixer and breaking welds.
- 8) The angle of the sides of the bins do not extend directly onto the conveyor belt like the Elkins unit but instead angles to a 12 inch vertical wall so that the gates on the material bins strike off a constant volume of material.

Based on the advantages of the CemenTech mixer over the Elkins mixer, and staff's recommendation for the CemenTech mixer, the only choice remaining is which truck to pair with the CemenTech mixer; the Ford or the Mack. Since the Ford truck did not meet specifications, the truck selection is the Mack.

City of Fayetteville, Arkansas
Concrete Batch Truck - Cost Analysis

This schedule calculates the cost - benefits to City divisions associated with the purchase and operations cost of a mobile concrete mixer truck. Six cost - benefit elements have been identified with this request and they are listed below. Three of the six elements lend themselves to analytical review. Based on documentation provided by Randy Allen, Dave Jurgens and Chuck Rutherford the City used 662 cubic yards over the past year.

- 1) Waiting time for ready - mix concrete.
- 2) Quality of concrete delivered.
- 3) Hours of availability of ready - mix concrete.
- 4) Small orders billed at three cubic yard minimums.
- 5) Cost difference of producing a yard of concrete vs ready - mix cost per yard.
- 6) Various departments that could utilize this equipment.

Items 1, 4 and 5 lend themselves to analytical review. Items 2, 3 and 6 do not lend themselves to analytical review.

1) Waiting time for ready - mix concrete. Based on Street and Water & Sewer Maintenance Divisions data.	
Crew Composition	Concrete Orders
Public Works Crew Leader	168
MW IV	\$19
MW III	\$16
MW III	\$15
MW III	\$12
	Wait Time
	1.50 \$
	1.50
	1.50
	1.50
	Cost - Wait Time
	4,755
	4,060
	3,770
	3,042

Total Labor Waiting Time Cost	15,627
Equipment Waiting Time	769
Total Waiting Time Cost	\$ 16,395

4) Small orders billed at three cubic yard minimums.	Premium paid / YD	# of orders > 3 yards	Total Premium > 3 YDS
Three Yard Minimum	\$61	83	
Total Potential Yards @ Pricing Penalty		3	
Actual Yards Used > 3		249	
Pricing Penalty Yards		123	
		126 \$	7,658

5) Cost difference of producing a yard of concrete vs ready - mix cost per yard.

Materials/ Cubic yard of concrete	Ready - Mix Cost	In-House Cost	Cost Difference
Labor/ Cubic yard of concrete (.25 hours for every 6 yards+ .25 hours delivery)	60.78	30.90 /yard	
		0.67 /yard	
Total cost per cubic yard of concrete	60.78	31.57	
Cubic yards of concrete used 3 to 6 Yards	469 *	469 *	
Cost of Concrete Used	\$28,506	\$14,806	13,699
Total Cost Savings	* Assumes an additional 100 yards of concrete used by the Sidewalk crews, Park & Recreation crews and the Traffic crews.		
Annual Cost of Equipment		\$	37,753
Estimated Fuel (Annual)		\$	32,724
Estimated Maintenance Cost - Silo			2,640
			600
Total Annual Cost for City Owned Mobile Concrete Mixer & Associated Materials Silo		\$	35,964
Net Benefit - (Cost) to City by Owning a Mobile Concrete Mixer		\$	1,789

BID: 97-60
 DATE: 10/08/97
 TIME: 11:00 AM
 CITY OF FAYETTEVILLE

DESCRIPTION: HD Trk Chassis W/Mobile Concrete Mixer

BIDDER	ITEM #1			
RON BLACKWELL				
		alternate	\$119,616.00 \$112,926.00	Mixer-CemenTech MCD6-1000 Mixer-Elkins HiTech est del 5/15/1998 est del 5/15/1998
ELKINS MFG CO			\$115,583.00	Mixer-Elkin Hi Tech est del 30 days rec trk chassis
SHIPLEY MOTOR CO		alternate	\$123,920.00 \$130,317.00	Mixer-Elkin Hi Tech Mixer-Cemen-Tech est del 300 days from order est del 300 days from order

CERTIFIED BY: P. Vieg R. Williams 10/8/97
 PURCHASING MANAGER WITNESS DATE

CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494

INVITATION TO BID

BID #: 97-60

DATE ISSUED: September 25, 1997

DATE & TIME OF OPENING: October 8, 1997 - 11:00 A.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289

DATE REQUIRED: 120 Days from Date of Order F.O.B. Fayetteville, AR

***GUARANTEED DELIVERY DATE:** _____

ITEM:	DESCRIPTION:	QUANTITY:	*PRICE:
1.	Heavy Duty Tandem Axle Truck Chassis with Mounted 6 Yard Mobile Concrete Mixing Machine per Item #1 of Specifications Attached	1	\$ _____

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. Items marked * are mandatory for consideration.

*NAME OF FIRM: _____ *TAX PERMIT: _____

*BUSINESS ADDRESS: _____ *CITY: _____ *STATE: _____

*AUTHORIZED SIGNATURE: _____ *TITLE: _____ *DATE: _____

CITY OF FAYETTEVILLE, ARKANSAS
BID 97-60
SPECIAL TERMS & CONDITIONS

THIS REQUEST FOR BID IS NOT TO BE CONSTRUED AS AN OFFER, A CONTRACT, OR A COMMITMENT OF ANY KIND; NOR DOES IT COMMIT THE CITY TO PAY ANY COSTS INCURRED BY THE BIDDER IN THE PREPARATION OF THIS BID.

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders **MUST** provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
2. Bidders shall include all applicable local, state, and federal sales tax in this bid. The responsibility of payment shall remain with the successful bidder. Tax amount **MUST** show as a separate item.
3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.
4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
5. Each bidder **MUST** state on the face of the bid form the anticipated number of days from the date of receipt of order for delivery of the completed units to the City of Fayetteville, Arkansas.
6. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages.
7. All bid prices shall be FOB Fleet Operations, 1525 S. Happy Hollow Rd., Fayetteville, AR, 72701, and shall include current Arkansas vehicle inspection if applicable and all dealer preparation charges, labor, materials, overhead, profit, insurance, inspection fees, etc., to cover the furnishing of the unit/units bid.
8. Standard Manufacturers Warranty shall apply to each unit as specified. A copy of the applicable warranty **MUST** accompany the bid with any exception to the warranty clearly noted on the Bid Form. Warranty on accessories/equipment furnished by an after market vendor **MUST** be noted.
9. Any exceptions to the requirements of the City of Fayetteville **MUST** be noted on the Bid Form. If products and/or components other than those described on this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
10. Installation of Dealership/Distributorship Logo is **PROHIBITED**.
11. All items marked "**MANDATORY REQUIREMENT FOR CONSIDERATION OF BID**" **MUST** be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.

BID # 97 - 60

BASIC SPECIFICATIONS

**HEAVY DUTY TANDEM AXLE TRUCK CHASSIS
W/MOUNTED 6 YARD MOBILE CONCRETE MIXING
MACHINE**

General Specification Requirements are as follows for HEAVY DUTY TANDEM AXLE TRUCK CHASSIS W/MOUNTED 6 YARD MOBILE CONCRETE MIXING MACHINE. These are **MINIMUM SPECIFICATIONS ONLY** and are not limited or restricted to the following.

ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS/SUBSTITUTIONS MUST BE CLEARLY ANNOTATED. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS AND THE SUPPLIER SHALL BE HELD LIABLE.

Alternates will be considered provided each Supplier clearly states on the face of his proposal exactly what he proposes to furnish and forwards necessary descriptive material which will clearly indicate the character of the article covered by his bid. All Bids are subject to Staff analysis. Fleet standardization requirements, replacement parts availability, warranty service availability and Manufacturer/Distributor/Dealer Field support of operational units will be considered.

All Units Bid shall show deviations to line item specifications on the "Minimum Specification" attached with referral to each item. Utilizing a copy of these specifications with variations "hi-lited" and specifics noted is suggested.

All equipment shall be new and unused and of the Manufacturers Current Model Year and shall include all standard equipment as advertised by the Manufacturer. All vehicles and equipment listed herein shall comply with applicable Federal and State Safety, Emission and Pollution Control Requirements in effect at time of delivery. Standard Manufacturer's Warranty shall be furnished. Minimum Warranty period shall be no less than 1 year.

Field demonstrations of currently operational units which are offered as a substitute, variation, or deviation may be required as part of Staff analysis at the option of Staff members or other qualified interested parties. Properly documented referrals may be required of vendors which allows field evaluation of units in a comparable operational area.

The City of Fayetteville reserves the right to accept the best bid for the City, and is not required to accept the lowest priced bid.

The City also reserves the right to reject any or all bids and will be the sole judge of what comprises the best and most advantageous unit to meet the needs of the City.

GENERAL PROVISIONS AND REQUIREMENTS

1. GENERAL

It is the intent and purpose of these specifications to secure for the purchaser the necessary equipment and accessories which will be capable of performing in a safe, practical and efficient manner consistent with accepted commercial standards.

2. MATERIALS AND WORKMANSHIP

All equipment, materials and workmanship shall be of the highest grade in accordance with modern practice. The equipment supplied will be new and unused except for the necessary testing, calibration and transportation.

3. WARRANTY

All items furnished in accordance with these specifications shall be covered by the manufacturer's and/or supplier's standard warranty or guarantee on new equipment. The minimum warranty period on new equipment must be one year. Warranty which will be honored by other than the supplier bidding must be annotated.

4. PARTS AND SERVICE

To best service the requirements of the purchaser, it is the intent of these specifications to secure equipment, which can be properly maintained and serviced without the necessity of stocking an expensive parts inventory or being subjected to long periods of interrupted service due to the lack of spare parts.

All suppliers submitting proposals must have available a parts and service facility within an area to allow 1 day service on any parts or service needs. The facility shall be staffed with full time technical personnel, as well as order and shipping personnel, during regular business hours and days.

ITEM 1. HEAVY DUTY TANDEM AXLE TRUCK CHASSIS W/MOUNTED 6 YARD
MOBILE CONCRETE MIXING MACHINE

**COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES
REQUIREMENTS AS LISTED BELOW.**

MINIMUM SPECIFICATIONS ONLY

BODY STYLE: Conventional Cab/Chassis

WHEELBASE: As Required to conform to requirements of Concrete Mixing Machine listed in Basic Specifications.

CAB/AXLE DIMENSION: As Required to conform to requirements of Concrete Mixing Machine listed in Basic Specifications.

DIESEL ENGINE: **MINIMUM ONLY:** 504 C.I.D. 8.3 Liter Displacement, Turbocharged w/Air to Air Aftercooling, 275 H.P. @ 2200 R.P.M., 800 LB.FT. @ 1300 R.P.M.-120 Volt 1500 Watt Engine Block Heater, Dry Type Air Cleaner with Restriction Indicator, Automatic Warning System with Automatic Shut Down, Spin-On Fuel Filters, Vertical Exhaust w/heat shield and 90 degree outlet elbow to prevent entrance of water under normal operation and eliminate the need for a rain cap.

MANDATORY REQUIREMENT FOR CONSIDERATION.

PLEASE STATE:

MANUFACTURER: _____

MODEL DESIGNATION: _____

NO. OF CYLINDERS: _____

C.I.D. DISPLACEMENT: _____

H.P. RATING: _____ @ _____ **R.P.M.**

TORQUE RATING: _____ @ _____ **R.P.M.**

TRANSMISSION: Allison MD3550WR-P 5 Speed Electronic Control Automatic **OR EQUAL.** Grade Retarder to be provided. Provision shall be made to have the chassis capable of mounting a hot shift style P.T.O. and hydraulic pump which will be provided with the Mixer Unit listed herein.

FRAME: 26.5 SM 110,000 PSI Dbl Channel Bolted with sufficient Over All Length to conform to the requirements of the Concrete Mixing Machine listed in the Basic Specifications.

GVW RATING: 60,000 LBS

GCW RATING: Not Applicable

REAR AXLES: 46000 LB Rockwell RT-46-160P Steel W/6.14 Ratio,

	Magnetic Drain and Fill Traps or equal , with Hendrickson RT 2-460 Suspension. Full Locking Driver Control of all 4 Tandem Wheels.
DRIVELINE:	Spicer/Dana 1810 Coated Spline.
FRONT AXLE:	14600 LB. Capacity, Bronze King Pin Bushings, Greaseable Drag Link and Tie Rods, Double Acting Telescopic Shock Absorbers W/14600 LB. Capacity High Deflection Rate Suspension.
ALTERNATOR:	100 AMP.
BATTERIES:	1800 CCA.
FUEL SYSTEM:	Dual Steel Minimum Capacity 50 Gal. per Tank
COOLING SYSTEM:	Silicone Hoses, Filter/Conditioner.
STEERING:	Ross TAS-65 Power Assist or equal , with tilt and/or telescopic steering wheel .
WHEELS & TIRES:	22.5 x 8.25 Steel Disc 10 Hole Budd Accuride Type w/11R22.5 Goodyear G-124 Steel Belt Radial Tires on Drive Wheels and Goodyear G-159 on Steering axle with necessary Ply Rating and Load Range Rating to be compatible with required GVW.
RADIO:	O.E.M. AM/FM with clock.
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEAT:	H.D. Vinyl/Cloth High Back Air Ride Drivers Seat, Low Back Stationary Passenger Seat of sufficient length for 2 adults. Seat Belts shall be provided for 3 seating positions.
CAB:	Standard Manufacturers Rust Proofed Air Suspended Current Model Year, Equipped with O.E.M. Heater and Air Conditioner w/R134a Refrigerant capable of maintaining sufficient temperature control and air flow for operator comfort.

COLOR:	EXTERIOR-White INTERIOR-Grey
WIPERS:	2 Speed Intermittent
MIRRORS:	Left/Right Heated West Coast Style, with 5" Convex Spot Mirrors Arm Mounted below the standard mirrors. 6" Pedestal Mounted Convex Safety Mirror shall be furnished at right front corner of cab.
GLASS:	Tinted, Maximum Glass area offered by the Manufacturer shall be made available.
BRAKE SYSTEM:	Bendix 13.2 CFM Compressor or equal . 15 X 4" Front, 16-1/2" X 7" Rear, Outboard Mounted Drums, Automatic Slack Adjusters on all positions, Rear Parking Brake Chambers, Bendix Heated Air Drier, sufficient air storage tanks to provide a minimum of 4100 cubic inches of reserve.
SAFETY EQUIPMENT:	Electronic Back-Up Alarm, 5 Roof Mounted Marker Lamps, Frame Mounted Front Tow Hooks, Dual Air Horns, Interior Sun Visor-Both Sides, Electronic Tachometer and Speedometer w/Odometer, Vernier Hand Throttle, Manual Reset Circuit Breakers.

GENERAL SPECIFICATIONS FOR MOBILE CONCRETE MIXING MACHINE

The unit required under these specifications shall be of the heavy duty, self contained type with a minimum materials capacity of 6 cubic yards. Aggregate Bin shall be constructed of a minimum of 10 gauge material with a conveyor frame minimum of 7 gauge. 2" X 4" X 1/4" Mounting sills w/3/8" L brackets w/1/4" Gussets, stationary mounted in rear with flexible mounting in front. The unit shall have a production rate of 15-30 cubic yards/hour of mixed concrete. 2 to 4 min./yd. @ 5 bag mix. , 50 cu. Ft. cement bin w/cement level sight glass including a pneumatic vibrator and air pipe fluffer. Clutch to disengage cement feeder. Weatertight cement bin with a bag breaking bin at frame height w/auger to transport material to cement bin. 6 cubic yard aggregate bin with calibrated gate control with pneumatic vibrators. Minimum of 9' X 9" Mixing Auger with replaceable auger wear blades. Mix auger to reverse for easy washout with a top that opens for access. Mixer swivel with positive manual swivel lock. Hydraulic mixer hoist with lock valve for raising and lowering of mixer. 3-1/2' permanently attached discharge chute with two linking 4' chutes available for attachment. Resettable counter to show amount of concrete produced. 18"wide aggregate proportioning belt mounted to sprocket driven roller chain and angle

crossbars with full length vertical bin guides. Full hydraulic operation of mixer and conveyor. 250 gal. Poly water tank w/pump, flow control valve, quick acting valve and water flowmeter for G.P.M. Air system w/water trap and oiler w/cam activated vibrators on cement and sand bin which operates from truck air brake system. Aluminum fenders over drive wheels with deck plate mounted as necessary. Low rate admixture system w/electrical chemical pump to inject up to 15 oz. Diluted Admix per bag of cement, including 12 gal. Tank, pump, controls and flowmeter for air entrainment and water reducing agents. High rate admixture system w/electrical chemical pump to inject up to 64 oz. Diluted admix per bag of cement w/20 gal tank, pump, controls and flowmeter for calcium chloride and super plasticizers. . Divided aggregate bin with dual calibrated gate controls. Flowable fill system to reduce cement flow to approximately 20% of normal. Recording water meter, Power swivel on mixer to hydraulically swing mixer to each side. Quartz halogen lights w/in cab controls w/ 3 work lights. Two Amber Strobe caution lights w/ in cab controls. Multi-mode programmable arrow board light modules, flasher relay to activate back up warning, front protection with light bar with 2 dual rotating beacons. Hydraulic oil cooler (Water to oil style). Hot Shift style PTO with the appropriate Hydraulic pump shall be provided to properly match the power unit with the mixer unit.

BIDDERS LIST

1. Williams Ford Tractor & Equipment Co.
P.O.Box 1346
Fayetteville, AR 72702-1346
2. J.A Riggs Tractor Co.
9125 Interstate 30
Little Rock, AR 72709
3. Scott Construction Equipment
4831 N. Thompson
Springdale, AR 72764
4. E.A.Martin Machinery Co.
802 E. 264 Hwy
Springdale, AR 72764
5. Traksan Equipment Co.
1531 E. Ford Ave
Springdale, AR 72764
6. Clark Machinery Co.
P.O.Box 1985
Fort Smith, AR 72901
7. Mitchell Machinery Co.
P.O.Box 1267
Van Buren, AR 72956
8. Arktrac
2003 South 8th St.
Rogers, AR 72756
9. Midwestern Equipment Co.
P.O.Box 3445
Tulsa, OK 74101
Attn: Newton Box
800-324-6144
10. Grant Manufacturing & Equipment Co., Inc.
1828 Northwest 4th St.
Oklahoma City, OK 73106
Attn: Nick Pontikos
800-259-9892 FAX 405-236-1472
11. Little Rock Equipment Sales
13001 Interstate 30
Little Rock, AR 72209
12. Daugherty Equipment
1507 W. Truckers Lane
Fayetteville, AR 72701

BIDDERS LIST

HEAVY DUTY TRUCK CHASSIS

1. RON BLACKWELL FORD TRUCK CENTER
P.O.BOX 608
BENTONVILLE, AR 72712
ATTN: LARRY EDEN
501-756-9461
2. OZARK TRUCK SALES
P.O. BOX 6247
SPRINGDALE, AR 72766
501-756-1200
3. BUCY EQUIPMENT CO., INC.
P.O. BOX 97
RECTOR, AR 72461
800-537-8699
4. SHIPLEY MOTOR EQUIPMENT CO.
P.O.BOX 250
LOWELL, AR 72745
501-631-7653

Orig Contract Date:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Kevin Crosson, PW Director 
Charles Venable, Asst. PW Director
Don Bunn, City Engineer 

From: Jim Beavers, Engineering 

Date: 10 December 97

Re: Agenda Request, Council Meeting of January 6, 1998.
Water and Sanitary Sewer System Improvements, Sherman
Avenue and Fifth Streets, Bid no. 97-35.

- (1) Request for additional funding.
- (2) Request for approval of a construction contract with Fayette Tree and Trench in the amount of \$115,489.50.
- (3) Request for approval of a project contingency of \$20,000.00.
- (4) Recognition that the City, not Habitat for Humanity is managing the project.

1. Project.

This project is the water main replacements on Sherman Avenue and Fifth Street and the water and sewer main extension north of Fifth Street to service property developed by Habitat for Humanity.

The project includes 2,182 feet of 6 inch water line, 2 fire hydrants, 254 feet of 8 inch sanitary sewer, street repairs, special construction at water/sewer conflicts, service connections, street repairs and typical water/sewer appurtenances.

The project will replace the existing 2 inch water mains that are maintenance problems with 6 inch mains and provide additional fire protection for this area. The project also includes water and sewer main extensions north of Fifth Street to service the property being developed by Habitat for Humanity.

2. Previous cost-share agreement.

On November 5, 1996 the City Council approved Resolution 116-96 (copy attached) authorizing the participation with Habitat for Humanity in a cost share not to exceed \$65,597.00 for the City's share of costs for water line replacement, water and sanitary sewer extensions and appurtenances.

The \$65,597.00 City share was based upon a project estimate of \$97,557.00 and a grant from HUD to Habitat for Humanity for \$31,960.00.

Resolution 116-96 also contained as exhibit A an agreement that Habitat for Humanity would manage the project including engineering and easement acquisition.

3. City to design and manage the project.

The role for management, design and easement acquisition has stayed with the City. The project was designed and managed "in-house" by the Engineering Division. This is a change from resolution 116-96 that has saved approximately \$8,000.00.

4. Project status and requested funding.

The project was designed "in-house" by the City Engineering Division and advertised for bids in August 1997.

At that time only one bid was received, in the amount of \$275,029.00 from J & P Utilities.

The identical project was rebid on November 24, 1997. At this time three bids were received as follows:

Basic Construction: \$257,069.00.

Edward's Design and Construction: \$161,030.55

Fayette Tree and Trench: \$115,489.50.

It is Engineering Division's recommendation that the contract be awarded to the low bidder, Fayette Tree and Trench, in the amount of \$115,489.50.

The difference between the original estimate used for the November 1996 cost-share and the proposed project costs are attributed to the detail of the final plans and bid proposal and that the original estimate was low.

Please note that Resolution 116-96 approved \$67,597.00 and that Habitat for Humanity is committed to \$31,960.00.

To fund the construction of \$115,489.50 and a \$20,000.00 project contingency for a total estimated project cost of \$135,489.50 it is necessary to approve the expenditure of an additional \$35,932.50 from Water and Sewer Cost Share, 5400-5600-5808-00.

The project contingency of \$20,000.00 is requested to cover the costs of easement acquisition, plan and specification reproduction, the Arkansas Health Department Review fee (\$500) and to allow for potential quantity or field changes.

The estimated easement acquisitions are \$4,875.00. Easements are being acquired on the north side of Fifth Street to allow the placement of the new water line behind the curb. The existing water line is in Fifth Street. This decision was made during the design process. It is estimated that placing the new line behind the curb, rather than in the street will save approximately \$12,650 over the costs of the easements.

enclosures:

1. Copy of Resolution 116-96.
2. Vicinity Map
3. One original contract document signed by Fayette Tree and Trench (Eugene Nottenkamper).

RESOLUTION NO. 116-96

A RESOLUTION AUTHORIZING THE PARTICIPATION WITH HABITAT FOR HUMANITY IN A COST SHARE NOT TO EXCEED \$65,597 FOR THE CITY'S SHARE OF COSTS FOR WATERLINE REPLACEMENT, WATER AND SEWER EXTENSIONS AND APPURTENANCES.

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

Section 1. That the City Council hereby authorizes the participation with Habitat for Humanity in a cost share not to exceed \$65,597 for the City's share for approximately 1700 lf of water line replacement, approximately 265 lf of water and sewer extensions and appurtenances. A copy of the letter agreement is attached hereto marked Exhibit A and made a part hereof.

PASSED AND APPROVED this 5th day of November, 1996.

APPROVED:

By: Fred Hanna

Fred Hanna, Mayor

ATTEST:

By: Traci Paul

Traci Paul, City Clerk



EXHIBIT A

THE CITY OF FAYETTEVILLE, ARKANSAS

October 14, 1996

Pasty Brewer
Executive Director
Habitat for Humanity
P.O. Box 1863
Fayetteville, Ar 72702

Dear Mrs. Brewer,

The proposed water and sewer line extensions to provide fire protection and water and sewer to the lots at Fifth and Sherman will be considered at the November 5, 1996 Council meeting. I propose that the Council approve a joint project to include replacing the water line on Sherman Avenue and Fifth Street based upon the following:

1. The scope shall include:
 - a. Replacing the existing 2 inch water lines on Sherman Avenue and East Fifth Street, a total length of approximately 1700 lf. The proposed replacement is a 6 inch water line which will provide a loop from Huntsville Road to Happy Hollow Road and include two or three new fire hydrants (final design subject to Fire Chief's approval).
 - b. The extension of water and sewer mains approximately 265 feet to serve the two tandem lots.
2. Habitat for Humanity shall follow all normal City and Federal regulations governing the grant and City funds, Engineering selections and construction bids.
3. That the water line replacement, water line extension and sewer line extension be one project for economy.
4. Habitat for Humanity shall manage the total project, including the selection of the engineer, bidding process, construction payments and close-out.
5. The City of Fayetteville shall provide the normal design review and construction observation for typical water and sewer projects.

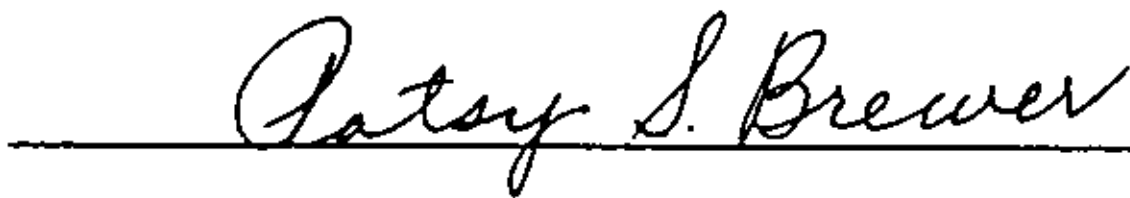
6. The City of Fayetteville shall contribute the difference between the total construction costs (estimated at \$97,557.00) and the \$31,960.00 grant received by Habitat for Humanity, not to exceed \$65,597.00. Any and all funds over the estimated \$65,597.00 shall require additional approval from the City.

If you agree with this scope and proposal please sign below and return the original, or a copy, to me. Please call me at 444-3418 if you need any additional information.

Thank you,



Jim Beavers, P.E.



date 10/14/96

Patsy Brewer, Executive Director
Habitat for Humanity

6.08

Project vicinity

Vicinity Map

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

6.09

Budget Year 1998	Department: Public Works Division: Water & Sewer Capital Program: Capital Water Mains	Date Requested 12/10/97	Adjustment #
---------------------	---	----------------------------	--------------

Project or Item Requested:
Increase in the Water & Sewer Cost Share Project budget and recognition of Payments by Property Owners for a cost share water & sewer project is requested.

Project or Item Deleted:
None. Recognition of contribution from a property owner is proposed to fund this request.

Justification of this Increase:
The property owner - Habitat for Humanity - has committed funding from a grant to cost share the water & sewer line cost.

Justification of this Decrease:
No decrease is proposed. Additional funds are from contributions by a property owner.

Increase

Account Name	Amount	Account Number	Project Number
Water Line Improvements	31,960	5400 5600	5808 00 97021

Increase

Account Name	Amount	Account Number	Project Number
Payments by Property Owners	31,960	5400 0940	4420 00

Approval Signatures

Requested By

Budget Coordinator

Department Director

Admin. Services Director

Mayor

C:\APP\98BUD\BUDGET\HABITAT.WK3

Budget Office - Use Only

TYPE A B C D E F

Date of Approval

Posted to General Ledger

Entered in Category Log

Budget Office Copy

CONTRACT

THIS AGREEMENT, made and entered into the ____ day of _____, 19__, by and between the City of Fayetteville, County of Washington, State of Arkansas, Party of the First Part, hereinafter called the Owner, and _____

of the City of _____, Party of the Second Part, hereinafter called the Contractor.

WITNESSETH THAT:

WHEREAS, the Owner has called for bids for water and sewer system improvements, as set out in the Plans and Specifications and approved by the City of Fayetteville, Arkansas; and

WHEREAS, pursuant to the published calls for bids under said Plans and Specifications, the Contractor is the lowest and best qualified bidder for the construction of said Improvements;

NOW THEREFORE, the Contractor agrees with the Owner to commence and complete the construction of:

Bid No. 97-35 which shall be the water and sewer system improvements for Sherman Avenue and Fifth Street, Fayetteville, Arkansas, in accordance with the bid schedule, plan drawings 6419 - 1, 2, 3, 4, 5, 6 the contract documents including the project specifications, including all Work required for a complete and acceptable installation, for the unit and lump sum prices bid in the Bid Proposal, all of which become and are a part of this Contract, the total sum thus being

_____ Dollars
 _____ words
 (\$ _____),
 _____ figure

such sum being the agreed amount upon which bonds and liabilities are based, and at his own cost and expense furnish all materials, supplies, labor, machinery, equipment, tools, supervision, bonds, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Bid attached hereto and made a part hereof, and in accordance with the Technical Specifications, the General Conditions, the Supplementary Conditions, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings, and written or printed explanatory matter thereof.

The Contractor agrees to commence work under this contract within ten days of the issuance of the Notice to Proceed and totally complete all work within sixty (60) calendar days.

The Owner agrees to pay the Contractor in current funds for the performance of the contract in accordance with the accepted Bid therefor, subject to additions and deductions, as provided in the Specifications, and to make payment on account thereof as provided below.

As soon as is practicable after the first of each calendar month, and in accordance with the Contract Specifications, the Owner will make partial payments to the Contractor for work performed during the preceding calendar month, based upon the Engineer's estimate of work completed, said estimate being certified by the Contractor and accepted by the Owner. Retainage shall be withheld from the partial payments as provided by Arkansas state laws by the Owner until final completion and acceptance by the Owner and Engineer. The Engineer shall then issue a Final Estimate of work done based upon the original contract and subsequent changes made and agreed upon, if any.

Time is hereby expressly declared to be of the essence of this contract, and the time of beginning, manner of progress and time of completion of the work hereunder shall be and are essential conditions hereof.

The Contractor agrees to commence work within ten (10) calendar days from the date of the Notice to Proceed and to proceed with the construction of the work and to prosecute the work with an adequate force and in a manner so as to complete the work within the time stipulated herein. If the Contractor fails in completing the contract within the time stipulated herein, the Contractor agrees to pay the Owner, as liquidated damages the sum of one hundred dollars (\$100.00) per day for each calendar day of delay in completion, said amounts being fixed and agreed upon by and between the parties hereto. Because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages Owner would in such event sustain, said amounts are to be presumed by the parties to this contract to be the amounts of damage Owner would sustain in additional Engineering related costs. Said amounts of liquidated damages shall be deductible from any amount due Contractor under the Final Estimate of said work, after the completion thereof, and Contractor shall be entitled any to the Final Estimate less such amounts of liquidated damages.

If the Contractor be delayed at any time in the progress of the work by any act or neglect of the Owner or of the Owner's employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Engineer pending arbitration, or by any cause which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide.

No such extension shall be made for delay occurring more than seven days before claim therefor is made in writing to the Engineer. In the case of a continuing cause for delay, only one claim is necessary.

In the event the Contractor abandons the work hereunder or fails, neglects or refuses to continue the work after ten (10) days written notice, given Contractor by the Owner or by the Engineer, then the Owner shall have the option of 1) declaring this contract at an end, in which event the Owner shall not be liable to the Contractor for any work theretofore performed, or 2) requiring the surety hereto, upon ten (10) days notice, to complete and carry out the contract of Contractor; and in that event, should be surety fail, neglect or refuse to carry out said contract, 3) said Owner may complete the contract as its own expense and maintain an action against the Contractor and the surety hereto for the actual cost of same, together with any damages or other expense sustained or incurred by Owner in completing this contract, less the total amount provided for hereunder to be paid Contractor upon the completion of this contract.

This contract shall be binding upon the heirs, representatives, successors or assigns of the parties hereto, including the surety.

IN WITNESS WHEREOF, the Owner and Contractor have hereto set their hands and seals, respectively.

Sue Yates, Sec.

Witnesses*

*If corporation, secretary should attest.

Attest:

Traci Paul, City Clerk

Fayette Tree & Transp. Inc.,
Name Firm
By Eugene Mollenbough
Pres.

CITY OF FAYETTEVILLE, ARKANSAS

Hanna, Mayor Fred

End of Contract

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
 _____ a (2) _____
 hereinafter called "Principal" and (3) _____ of _____
 _____, State of _____,
 hereinafter called the "Surety," are held and firmly bound unto (4) _____
 _____, hereinafter called the "Owner", in the
 penal sum of _____ (\$_____
 _____) in lawful money of the United States, for the payment of which sum
 well and truly to be made, we bind ourselves, our heirs, executors,
 administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal
 entered into a certain contract with Owner, dated the
 _____ day of _____, 19____, a copy of which is hereto attached and
 made a part hereof for the construction of:

Bid No. 97-35 which shall be the water and sewer system improvements for Sherman
 Avenue and Fifth Street, Fayetteville, Arkansas, in accordance with the bid
 schedule, plan drawings 6419 - 1, 2, 3, 4, 5 and the contract documents
 including the project specifications.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform
 its duties, all the undertakings, covenants, terms and conditions, and agreements
 of said contract during the original term thereof, and any extensions thereof
 which may be granted by the Owner, with or without notice to the Surety, and if
 he shall satisfy all claims and demands incurred under such contract, and which
 it may suffer by reason of failure to do so, and shall reimburse and repay the
 Owner all outlay and expense which the Owner may incur in making good any
 default, then this obligation shall be void; otherwise to remain in full force
 and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby
 stipulates and agrees that no change, extension of time, alteration or addition
 to the terms of the contract or to the work to be performed thereunder or the
 specifications accompanying the same shall in any wise affect its obligation on
 this bond, and it does hereby waive notice of any such change, extension of time,
 alteration or addition to the terms of the contract or to the work or to the
 specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the
 Contractor shall abridge the right of any beneficiary hereunder, whose claim may
 be unsatisfied.

This bond is given in compliance with Act 351, Arkansas Acts of 1953, and
 Act 209, Arkansas Acts of 1957, the same appearing as Arkansas Statutes (1957),
 Section 51-635, Cumulative Supplement.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts,
 each one of which shall be deemed as original, this the _____ day of _____
 _____, 19____.

Attest:

 Principal

 (Principal) Secretary
 (Seal)

By _____

 Witness as to Principal

 Address

 Address



AMERICAN STATES INSURANCE COMPANY
INDIANAPOLIS, INDIANA 46204-1275

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we FAYETTE TREE & TRENCH, INC.
P.O. BOX 471, FAYETTEVILLE, AR 72702, as Principal, (hereinafter called Principal) and AMERICAN
STATES INSURANCE COMPANY, an Indiana corporation, with principal offices in Indianapolis, Indiana, as
Surety, (hereinafter called Surety), are held and firmly bound unto CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS 72701, as Obligee, (here-
inafter called the Obligee) in the amount of ONE HUNDRED FIFTEEN THOUSAND, FOUR HUNDRED
EIGHTY-NINE & 50/100 ----- Dollars (\$ 115,489.50*)
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns firmly by these presents.

WHEREAS, the Principal did on the _____ day of _____, 19____, enter into a
written contract with said Obligee for WATER & SEWER SYSTEM IMPROVEMENTS, SHERMAN AVENUE
AND FIRTH STREET, FAYETTEVILLE, AR (BID # 97-35)
which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall
indemnify the Obligee against any loss or damage directly arising by reason of the failure of the Principal to
(a) faithfully perform said contract and (b) pay all just claims for labor and material furnished in the com-
pletion of said Contract by persons, firms or corporations having direct contracts with the Principal, then this
obligation shall be null and void; otherwise to remain in full force and effect.

This bond is executed and accepted subject to the following conditions:

- (1) That the Obligee shall faithfully and punctually perform all the terms and conditions of said Contract
to be performed by the Obligee.
- (2) That the Obligee shall notify the Surety by registered letter, addressed and mailed to it at its Home
Office, of any breach of said Contract within a reasonable time after such breach shall have come to
the knowledge of the Obligee.
- (3) All suits at law or proceedings in equity to recover on this bond must be instituted within six months
after the completion of said contract, and in any event within twelve months from the date fixed in
said contract for its completion.

SIGNED, SEALED AND DATED this _____ day of _____, 19____

Eugene Natterkanger (Seal)

FAYETTE TREE & TRENCH, INC.

Principal

AMERICAN STATES INSURANCE COMPANY

BY: Ann Rimmer

Attorney-in-fact.

AMERICAN STATES
INSURANCE
LINCOLN NATIONAL CORPORATION

American States Insurance Company

INDIANAPOLIS, INDIANA

6.15

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint

-----ROBERT M. RENNER OR KEVIN RENNER-----

Payetteville, _____

and State of _____

Arkansas

over and lawful Attorneys-in-Fact with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and perform all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however, that the parol amount of any such instrument executed hereunder shall not exceed TEN MILLION FIVE HUNDRED THOUSAND AND NO/100 (\$2,500,000.00) DOLLARS

binding the Corporation then, as now, and hereafter, and all bonds were signed by the President, sealed with the common seal of the Corporation, and attested by its Secretary, hereby ratifying and confirming that the said Attorney-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows: "The Chairman, the President or any Vice-President (including any Executive Vice-President, Senior Vice-President, Second Vice-President or Assistant Vice-President) shall have power by and with the concurrence of another officer of the Corporation, to appoint Attorneys-in-Fact, as the business of the Corporation may require and to authorize any such person to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise."

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Second Vice-President, attested by its Assistant Vice-President and its corporate seal to be hereto affixed this 29th day of August, A.D. 1994.

AMERICAN STATES INSURANCE COMPANY

ATTEST:

Assistant Vice-President

By

Second Vice-President

STATE OF INDIANA
COUNTY OF MARION

SS

On this 29th day of August, A.D. 1994, before me personally came

Joseph F. Heim

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is a Second Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said Joseph F. Heim further said that he is acquainted with John J. Rosich and knows him to be the Assistant Vice-President of said Corporation; and that he executed the above instrument.

MARGO L. THAYER, NOTARY PUBLIC
HENDRICKS COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES: 12/3/96

STATE OF INDIANA
COUNTY OF MARION

I, John J. Rosich, the Assistant Vice-President of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the Chairman, the president or any vice-president (including any Executive Vice-President, Senior Vice-President, Vice-President, Second Vice-President, or Assistant Vice-President) and the secretary, assistant secretary, or other officer, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 8th day of December, A.D. 1997.

Assistant Vice-President

THIS POWER OF ATTORNEY MUST CONTAIN A VALIDATING STATEMENT PRINTED IN THE MARGIN HEREOF IN RED INK, WITH A RED DIAGONAL IMPRINT — AMERICAN STATES INSURANCE — PRESENT IN ITS ENTIRETY. IF YOU HAVE ANY QUESTIONS REGARDING THE VALIDITY OF THIS POWER OF ATTORNEY, CALL 317-262-6262 OR WRITE US AT P.O. BOX 1636, INDIANAPOLIS, IN 46206-1636.

ORDINANCE NO. _____

AN ORDINANCE TO BRING ALDERMANIC ELECTIONS INTO COMPLIANCE WITH STATE LAW REQUIRING STAGGERED TERMS.

WHEREAS, the city of Fayetteville has reached a population greater than 50,000, as determined by special federal census, and;

WHEREAS, cities of the first class having a population of 50,000 or more are required to elect aldermen for four year terms, with one of the two aldermen from each ward being elected every two years, and;

WHEREAS, state law provides no method for staggering the terms of aldermen in the situation where a city subsequently reaches a population of 50,000, as stated in attorney general opinion 97-283, which concludes that such a procedure falls within a city's powers relating to "municipal affairs", and;

WHEREAS, Act 707 of the state legislature provides for the extension of the terms of the mayor and city clerk by two years in order that their elections fall in the correct year, rather than requiring them to stand for election to a term less than that to which they are entitled, and;

WHEREAS, the public interest will be best served by applying the principle of Act 707 to the election of aldermen;

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

Section 1. The terms of the four aldermen occupying Position X in their respective wards is extended until December 31, 2000.

Section 2. The value of X, 1 or 2, shall be decided by the toss of a coin immediately following the passage of this ordinance.

PASSED AND APPROVED this _____ day of _____, 1998.

APPROVED:

By: _____

Fred Hanna, Mayor

ATTEST:

By: _____

Traci Paul, City Clerk

Opinion No. 97-283

November 12, 1997

The Honorable Sue Madison
State Representative
573 Rock Cliff Road
Fayetteville, AR 72701-3809

Dear Representative Madison:

This is in response to your request for an opinion on four questions concerning Act 707 of 1997 and election procedures in a city of the first class that has attained a population of 50,000. Your questions are restated and addressed below.

Question 1 -- Will Act 707 of 1997 operate to extend the present term of office of some municipal officials, including mayors?

In my opinion, it is possible, depending upon the particular facts and circumstances, that Act 707 will operate to extend the present term of office of some municipal officials, including mayors.

Arkansas Code Annotated § 14-43-303 (enacted in 1959) sets forth the relevant times of election and the terms of office of various city officials and applies to cities of the first class with the mayor-council form of government and a population of 50,000 or more. See Op. Att'y Gen. 97-040. Section 14-43-303(a)(1) provides that the mayor, city clerk, and one alderman from each ward of the city shall be elected at the general election in the year 1960, and every four years thereafter. Section 14-43-303(a)(3) provides that the city attorney, city treasurer, municipal judge, and one

The Honorable Sue Madison
State Representative
Opinion No. 97-283
Page 2

alderman from each ward of the city shall be elected at the general election in the year 1962, and every four years thereafter.¹

Act 707 amends § 14-43-303 by adding a subdivision (d) which provides in part:

If a city first attains a population of 50,000 as shown in a Decennial federal census or special federal census completed after January 1, 1997, and the mayor or other elected official of such city last elected before the census was elected to a four-year term and such term will expire two (2) years before the quadrennial general election year at which city officials are elected as provided in subsection (a) of this section, the terms of such officials shall be extended for a period of two (2) years in order that the terms will coincide with the next quadrennial general election year. At that quadrennial general election and at each quadrennial general election thereafter, the mayor and such other municipal officials shall be elected to terms of four (4) years as provided in this section.

Further, section one of Act 707 provides in part:

It is further found and determined by the General Assembly that one or more cities in the State will first attain a population of 50,000 soon after January 1, 1997; that the mayor and some other officials of such city or cities were elected to terms of four (4) years at the 1994 general election and their terms will expire at the end of 1998; that under the current law relating to election of the mayor and some other city officials in cities having a population of 50,000 or more such officials are required to be elected to four-year terms at the quadrennial general election which means that there

¹ Under A.C.A. § 14-43-405 (1987) (enacted in 1965), all cities of the first class having the mayor-council form of government may provide, by ordinance, for the election or appointment of their city treasurer. See generally Op. Att'y Gen. 96-264.

The Honorable Sue Madison
State Representative
Opinion No. 97-283
Page 3

will be a two-year period between the normal expiration of their current terms and the quadrennial general election at which the officers are required by current law to be elected for four-year terms; that this situation may occur repeatedly in the future as new cities attain a population of 50,000; that the primary options are to either extend the terms by two (2) years in order that the terms will expire at the appropriate time to be filled at the next quadrennial general election or to reduce the four-year terms immediately before the quadrennial election year to two (2) years; that it appears more equitable to extend the four-year terms to six-year terms than to cut terms short to accommodate the election schedule prescribed in Arkansas Code 14-43-303(a). It is therefore the intent and purpose of this act to provide for the extension of such terms of office to accommodate the election schedule currently provided by law for such offices.

Based upon the above provisions, it is clear that the legislature intended to provide for the one-time extension of certain terms of office from four years to six years.

It is also my opinion that pursuant to Act 707 if a city of the first class with a mayor-council form of government first attains a population of 50,000 before the terms of its current mayor and city clerk expire, then the present term of that mayor and city clerk shall be extended by two years. The mayor and city clerk in a city of the first class with the mayor-council form of government and a population of less than 50,000 were elected to four year terms in 1994. See A.C.A. §§ 14-43-305 and 14-43-316 (1987). Under § 14-43-303, the elections for mayor and city clerk are to be held in the year 2000. Thus, pursuant to Act 707, the present terms of the mayor and city clerk would be extended by two years.²

² It is also possible that the present term of the municipal judge might be extended pursuant to Act 707. The municipal judge is elected for a four year term; however, municipal ordinances should be consulted to determine whether the current election schedule is consistent with the schedule prescribed in § 14-43-303. See A.C.A. § 16-17-207 (Repl. 1994). With regard to the city attorney, the election schedule for a city attorney in a city of the first class with the mayor-council form of government and a population of less than 50,000 is identical to the election schedule prescribed in § 14-43-303. See A.C.A. §§ 14-43-314 and 14-43-315. Finally, the aldermen in a city of the first class with the mayor-council form of government and a

The Honorable Sue Madison
 State Representative
 Opinion No. 97-283
 Page 4

Question 2 -- Does the General Assembly have the authority to extend the present term of municipal elected officials?

In my opinion, the answer to this question is "yes." Section 14-43-303 was originally enacted by Act 176 of 1959. In addition to specifying the officials that were to be elected at the 1960 and 1962 general elections, Act 176 abolished all odd-year elections for municipal officials in cities of the first class with the mayor-council form of government and a population of 50,000 or more. Act 176 further provided that "any municipal official or municipal judge whose term shall expire at such times as would have heretofore required an election in an odd year shall be elected at the next general election in the even year." In *Lovell v. Democratic Central Committee*, 230 Ark. 811, 327 S.W.2d 387 (1959), the Arkansas Supreme Court upheld this extension of terms.

In *Lovell*, the appellants complained that the abolition of the 1959 municipal elections would result in extending until 1960 the terms of those officers who were elected in 1957. The court noted that the change from two-year terms to four-year terms and from annual elections to biennial elections could hardly be accomplished without either extending some of the terms for a year or reducing some of them by a year. The court concluded that the legislature's choice clearly fell within the rule that a reasonable change in the beginning of terms, as an incident to a change in the date of elections, is not forbidden by the constitution. Similarly, in Act 707 the legislature concluded that it was more equitable to extend the four-year terms to six-year terms than to cut terms short to accommodate the election schedule prescribed in A.C.A. § 14-43-303(a).

Question 3 -- What is the procedure for staggering the terms of the aldermen at the first election after reaching 50,000 population? That is, will lots be drawn after the election or will the shortened terms be designated before the election?

I can find no statutory provision regarding the procedure for staggering the terms of the aldermen in this situation; therefore, I cannot provide a complete answer to your question. In the absence of an express statutory provision, it is my opinion that this

population of less than 50,000 are elected for two year terms, see A.C.A. § 14-43-312 (1987); therefore, Act 707 is not applicable.

matter is generally within the city's authority to exercise powers relating to "municipal affairs." See A.C.A. § 14-43-601 and -602.³

Act 176 of 1959 provided that at the general election in the year 1960 one alderman from each ward of the city was to be elected to a four year term and one alderman from each ward of the city was to be elected to a two year term. At the general election in 1962, aldermen were to be elected to four year terms. As a result, the terms of the aldermen became staggered so that one alderman will be elected from each ward every two years. Act 707 expressly provides that the provisions of subdivision (d) shall not affect the requirement that the terms of the aldermen be staggered so that one alderman will be elected from each ward every two years. Neither Act 176 nor Act 707, however, provide a method for staggering the terms of the aldermen when a city subsequently reaches a population of 50,000.⁴ Thus, while a conclusive resolution will probably require either legislative clarification or a judicial ruling, I believe this matter is generally within the city's authority to exercise powers relating to "municipal affairs."

Question 4 -- Prior to Act 707 how did an increase in population to 50,000 affect municipal elections?

In *Lovell, supra*, the court upheld Act 176 which extended the terms of those municipal officials who were elected in 1957. In addition, Act 176 specified the terms of office for those officials that were elected at the general elections in 1960 and 1962. Nevertheless, prior to Act 707, § 14-43-303 did not expressly provide how a city that subsequently attained a population of 50,000 should conform to the election procedures set out in § 14-43-303. I have found no reported decisions of the Arkansas Supreme Court or the Arkansas Court of Appeals regarding this matter.

³ Cities of the first class may "perform any function and exercise full legislative power in any and all matters of whatsoever nature pertaining to its municipal affairs." A.C.A. § 14-43-602 (1987). "Municipal affairs" are "all matters and affairs of government germane to, affecting, or concerning the municipality or its government [except the enumerated 'state affairs'], . . ." A.C.A. § 14-43-601(a)(1) (1987).

⁴ Although Act 176 might appear to indicate a legislative preference for electing one alderman to a two year term and one alderman to a four year term, A.C.A. § 14-47-107(g)(2)(B)(ii) (1987) provides that when a city changes from the city manager form of government to the aldermanic form, if the terms of the alderman are to be staggered, "determination shall be made by lot and the length of the terms fixed accordingly." Thus, determination by lot and the designation of two-year and four-year terms prior to the election both appear to be acceptable methods for staggering the terms.

The Honorable Sue Madison
State Representative
Opinion No. 97-283
Page 6

The foregoing opinion, which I hereby approve, was prepared by Assistant Attorney General Warren T. Readnour.

Sincerely,

WINSTON BRYANT
Attorney General

WB:WTR/cyh

NOV-17-1997 22:33

1 501 6828084

P.07

STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of January 6, 1998

FROM:

Ed Connell Engineering Public Works
 Name Division Department

ACTION REQUIRED: Passage of a resolution authorizing the City attorney to seek condemnation of certain lands along Gregg Avenue in Fayetteville and Wilkerson Avenue in the City of Johnson, AR in conjunction with the required right of way and temporary easements for the Mud Creek Bridge Improvement and approaches thereto. Such properties are owned by Marjorie Brooks and NANCHAR Inc. (Tract #1); Unknown ownership (Tract #4); Walter S. Robinson, III and Carol Van Scyoc (Tract #5); and Thomas K. and Cheryl Bramlett (tract #9).

COST TO CITY:

\$ *	\$192,533	Mud Creek Bridge Improvement
Cost of this Request	Category/Project Budget	Category/Project Name
* Court deposits paid by Ark. State Highway & Transportation Dept. with monies provided by the City.		
4470-9470-5817-00	27,849	
Account Number	Funds Used To Date	Program Name
93078-0030	\$ 163,269	Sales Tax CIP
Project Number	Remaining Balance	Fund
BUDGET REVIEW:	<u>X</u> Budgeted Item	_____ Budget Adjustment Attached

Budget Coordinator Administrative Services Director
CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:** _____

<u>Accounting Manager</u>	<u>Date</u>	<u>Internal Auditor</u>	<u>Date</u>
<u>City Attorney</u>	<u>Date</u>	<u>ADA Coordinator</u>	<u>Date</u>
<u>Purchasing Officer</u>	<u>Date</u>		

STAFF RECOMMENDATION: Immediate approval to seek condemnation in order to obtain possession prior to AHTD February bid letting for construction. City and AHTD will continue to work with clients in an effort to reach a settlement prior to any trial date.

<u>Division Head</u>	<u>Date</u>	<u>Cross Reference</u>
<u>Department Director</u>	<u>Date</u>	New Item: Yes _____ No _____
<u>Administrative Services Director</u>	<u>Date</u>	Prev Ord/Res #: _____
<u>Mayor</u>	<u>Date</u>	Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: December 30, 1997

TO: Kevin Crosson, Public Works Director

THRU: Charles Venable, Assistant Public Works Director
Donald R. Bunn, City Engineer

FROM: Ed Connell,  Land Agent

RE: Mud Creek Bridge Improvement
AHTD Job No. 040179
City Project No. 93078-0030
Condemnation Cases

The Mud Creek Bridge Improvement project involves the replacement of the single lane bridge across Mud Creek along Gregg Avenue in Fayetteville and Wilkerson Avenue in the City of Johnson. (The centerline of Mud Creek being the boundary between Johnson and Fayetteville.) The new bridge will eventually provide for four lanes of traffic. The project further provides for the relocation of the approaches to the new bridge, all of which involve the acquisition of private property for this purpose. The Arkansas State Highway and Transportation Department (AHTD) was engaged by the City of Fayetteville to survey the lands for acquisition, appraise said lands to be acquired and negotiate said acquisitions. Nine (9) parcels were involved, two (2) of which belonged to the City of Fayetteville. Of the remaining seven, acquisition was successful on three parcels; however, such has not been the case on the last four parcels.

Timing on this project is extremely critical. Therefore, we recommend the use of the Power of Eminent Domain to secure possession of said lands so that the project can go to bid in February of 1998. Before any AHTD project can go to bid, all required lands and/or easements must be secured, either with signed documents or court ordered possession. The City and the AHTD intend to continue efforts to negotiate settlements in each of these cases prior to any scheduled trial.

The specific properties involved herein for condemnation are:

Tract #1: Owners: Marjorie Steele Brooks and NANCHAR, INC.
Address:

Phone:

Agent: James Irwin
Address: 10800 Financial Center, Suite 125
Little Rock, AR 72211
Phone: 501-225-5700

Mud Creek Improvement
Condemnation Cases
Memo, Page 2

Tract #1: NANCHAR-Brooks Property -- continued

Property: Part of Parcel No. 765-15733-000

Part of the N½-SE¼ and part of the NE¼, all in Section 27, Township 17 North, Range 30 West. (See attachment for details as contained in part of Deed filed in Book 1349 at Page 739).

Acquisition Required: 2.11 acres by fee simple, of which 0.93 acre is currently in Gregg Avenue right of way; net compensable acquisition equals 1.18 acres. See attached description.

Offered Compensation: \$5,900.00

Negotiations: AHTD has had conversations with Mr. Irwin. The owners have not rejected the AHTD offer; however, Mr. Irwin has not been able to secure the approval of all of the owners at the time of this writing. The appraisal on this taking is considerably below the asking price on this land; however, the anticipated improvement to the roadway should have considerable benefit to the parcel. There also is a movement involved to expand the right of way acquisition for Gregg Avenue beyond the scope of this project, i.e. going from the end of this project to the South line of the NANCHAR-Brooks property. The expansion of the scope of this acquisition should, in itself, not cause a delay in reaching an agreement with these owners.

Mr. Irwin has expressed an opinion that the owners do not want to be part of this condemnation process; however, trying to get agreement and signatures from all of the parties may not occur in a timely manner to meet the possession requirement of January 15, 1998. If documentation is received prior to the time that the City Attorney seeks possession from the courts, this parcel will be pulled.

Tract #4: Owners: UNKNOWN
Address:

Property: Unidentified by County Assessor's Office

Part of the N½-NE¼, Section 27, Township 17 North, Range 30 West. No deed available.

Acquisition Required: 1.47 acres fee simple, 0.32 acre temporary construction easements in two tracts. See legal description in the attached deed and easements.

Mud Creek Improvement
Condemnation Cases
Memo, Page 3

Tract #4 -- continued

Compensation: \$2,050.00

Negotiations: AHTD has done an extensive title search relative to this tract of land and has come up with some vague references in deeds prior to 1905. Sam Mathias claims he owns the land but has been unable to produce a document to that effect. Condemnation will identify such land as having unknown ownership.

Tract #5: Owners: Walter S. Robinson III & Carol Van Scyoc

Address: 330 Baxter Street
Fayetteville, AR 72701
Phone: 501-575-0968

Property: Part of Parcel No. 785-18133-000

Part of the N $\frac{1}{2}$ -NE $\frac{1}{4}$, Section 27, Township 17 North, Range 30 West
AND a part of the S $\frac{1}{2}$ -SE $\frac{1}{4}$, Section 22, Township 17 North, Range 30
West as described in Deed Book 1396 at Page 549.

Acquisition Required: 2.15 acres by fee simple, of which 0.40 acre is currently
in Wilkerson Avenue right of way; net compensable
acquisition equals 1.75 acres. See attached description.

Offered Compensation: \$7,700.00

Negotiations: AHTD met with owners and presented offer. Robinson says
appraisal and offer too low. Said he wanted to get his own
appraisal but will take more time than allowed for this project
without going to condemnation. City will continue to work with
Mr. Robinson, however this should go through the
condemnation channels.

Tract # 9: Owners: Tom K. Bramlett and Cheryl L. Bramlett

Address: 6554 Wilkerson Road
Fayetteville, AR 72704
Phone: 501-582-1527

Tract #9 -- continued:

Property: Part of Parcel 785-18133-001

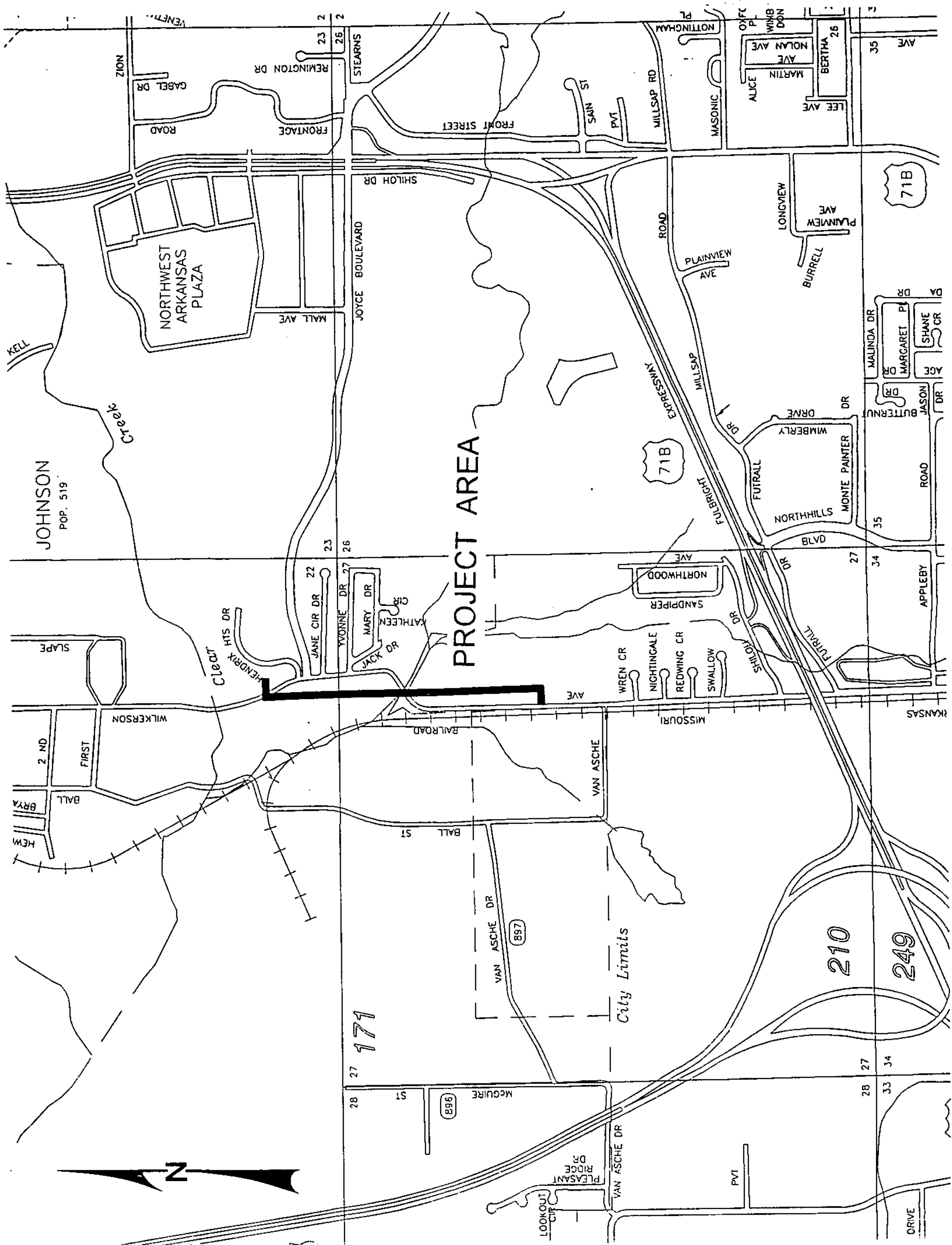
A part of the SE $\frac{1}{4}$ -SE $\frac{1}{4}$ of Section 22, Township 17 North, Range 30 West as described in Deed Record 94052109, Washington County, Arkansas.

Acquisition Required: 0.27 acre in fee simple and a temporary construction easement of 0.02 acre. See attached documentation for legal description.

Offered Compensation: \$5,600.00

Negotiations: AHTD has had two meetings with the Bramletts. The initial offer by the AHTD was rejected and the Bramletts sent a letter to AHTD, dated November 7, 1997, with their concerns. The Bramletts then sent a counteroffer for \$15,000 $\pm$ in their letter dated December 10, 1997. In a second meeting, AHTD made a verbal counter that would increase the initial offer by 10%. This was rejected by the Bramletts.

We will continue to work with the Bramletts when possible to resolve this issue.



PROJECT AREA

JOHNSON

POP. 519

NORTHWEST ARKANSAS PLAZA

210

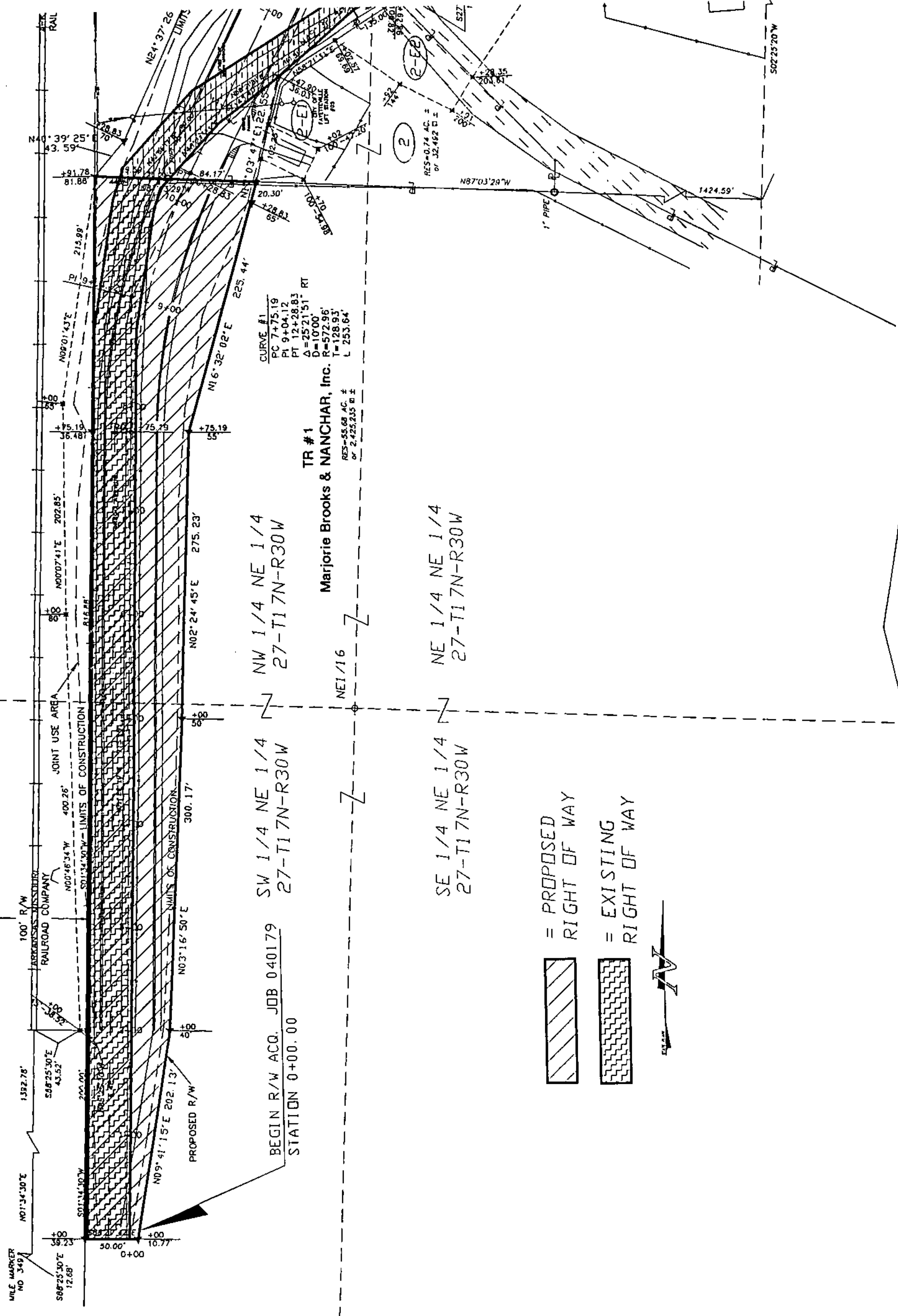
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71B

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City Limits

N



The IRWIN Company

A Commercial, Industrial & Investment Real Estate Company

December 30, 1997

Mr. Charles Venable
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701
(501) 521-7700
(501) 575-8287 - facsimile

RE: NANCHAR, Inc. & Marjorie Brooks property
Fayetteville, Arkansas

Dear Mr. Venable:

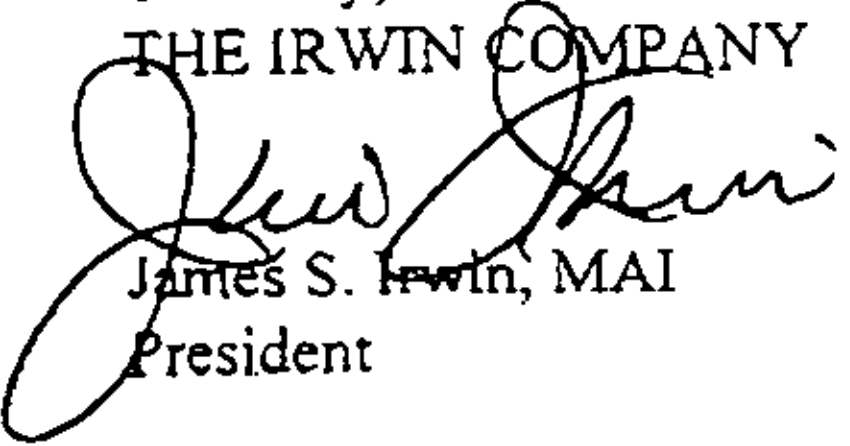
As per our phone conversation, I submit a letter in response to the purchase proposal made from the City of Fayetteville to acquire 1.88 acres of land fronting on Gregg Street in Fayetteville, Arkansas. Also, I indicated I contacted the state appraiser and negotiator to discuss the proposal so that I can have as much information as possible prior to my meeting with the owners.

It is in our best interest, and is our intent, to be cooperative with the City of Fayetteville. We want to settle on a price for the property without having to go through the condemnation process. However, the owners are traveling and are not able to meet until January 14, 1998. I will try to contact them by phone to discuss options prior to that time.

Due to the deadlines, it is my understanding the captioned property will be placed on a list to be condemned. We will make every effort to avoid condemnation.

Thank you for your cooperation.

Sincerely,
THE IRWIN COMPANY



James S. Irwin, MAI
President

JSI: sp

cc: NANCHAR, Inc. & Marjorie Brooks
Micki Harrington

First Little Rock Plaza • 10800 Financial Centre Parkway • Suite 125 • Little Rock, Arkansas 72211
501-225-5700 • FAX 501-227-4199

FAX TRANSMISSION

THE IRWIN COMPANY

10800 FINANCIAL CENTRE PARKWAY, SUITE 125

LITTLE ROCK, ARKANSAS 72211

501.225.5700

FAX: 501.227.4199

To: Charles Venable

Date: December 30, 1997

Fax #: (501) 575-8257

Pages: 2, including this cover sheet.

From: Jim Irwin / sp

Subject: NANCHAR property

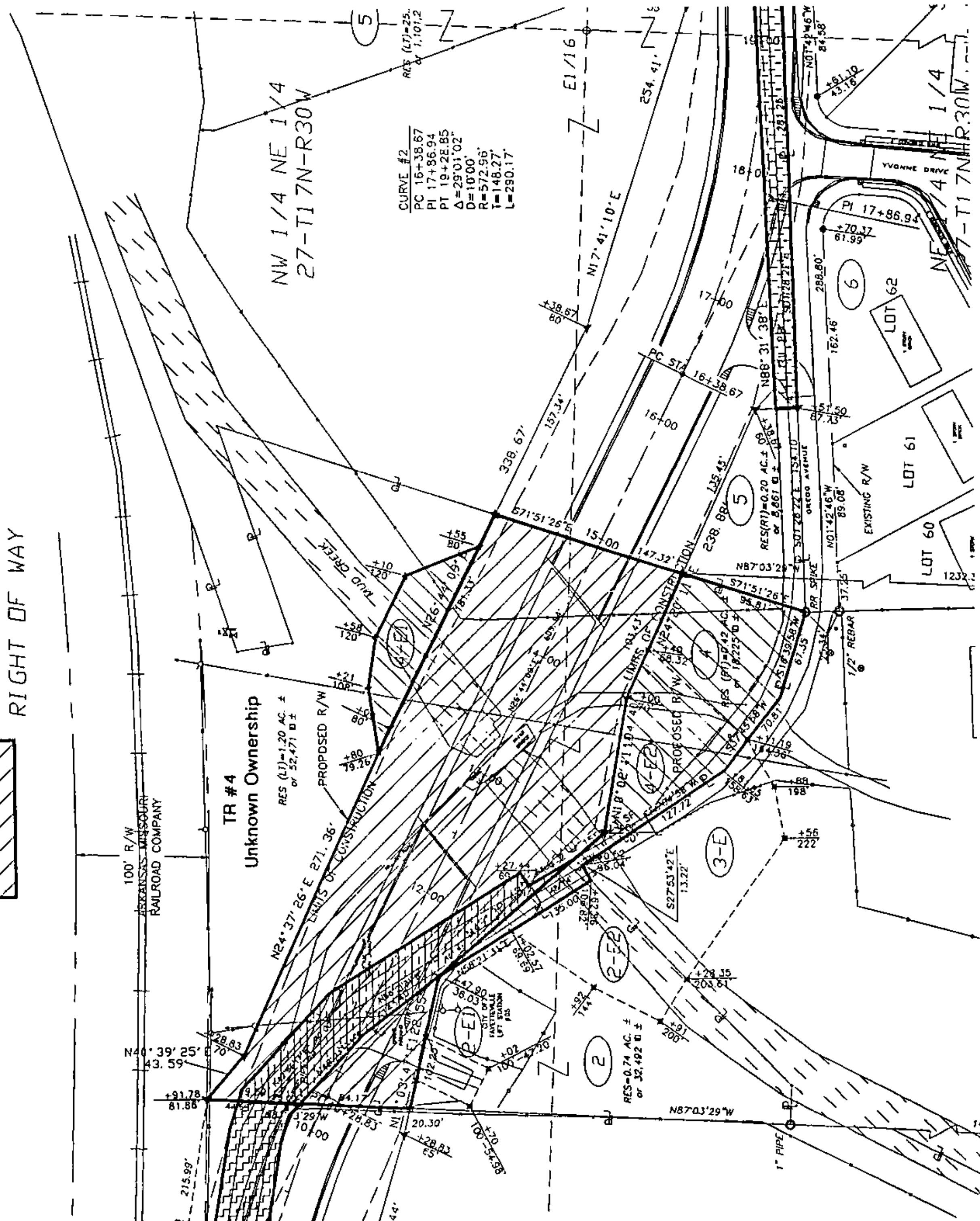
COMMENTS:

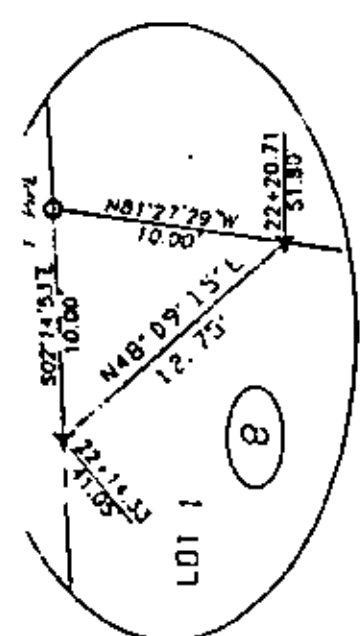


= EXISTING
RIGHT OF WAY

= PROPOSED TEMPORARY
RIGHT OF WAY

= PROPOSED
RIGHT OF WAY





END R/W ACQ. JOB 040179
STA 27+00.00

TR #5
Walter S. Robinson III & Carol Van Scyoc

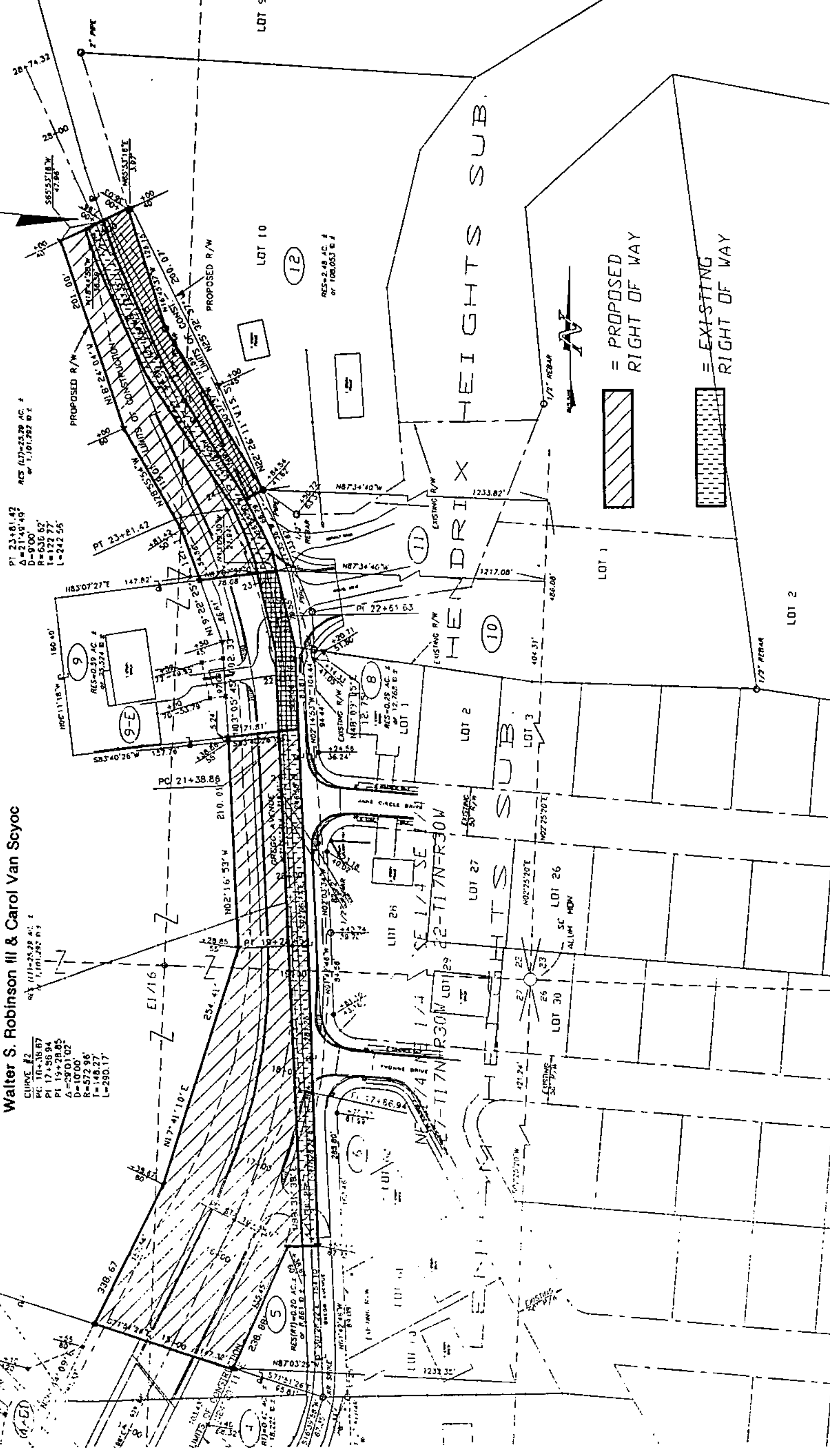
PT 23+81.42
Δ=21°48'49"
D=9'00"
R=636.62'
L=122.77'
L=242.55'

SW 1/4 SE 1/4
22-T17N-R30W

NW 1/4 NE 1/4
27-T17N-R30W

TR #5
Walter S. Robinson III & Carol Van Scyoc

CURVE #2
PC: 16+38.87
PI: 17+56.94
PT: 19+28.85
Δ=28°01'02"
D=10'00"
R=572.96'
L=148.27'
L=290.17'

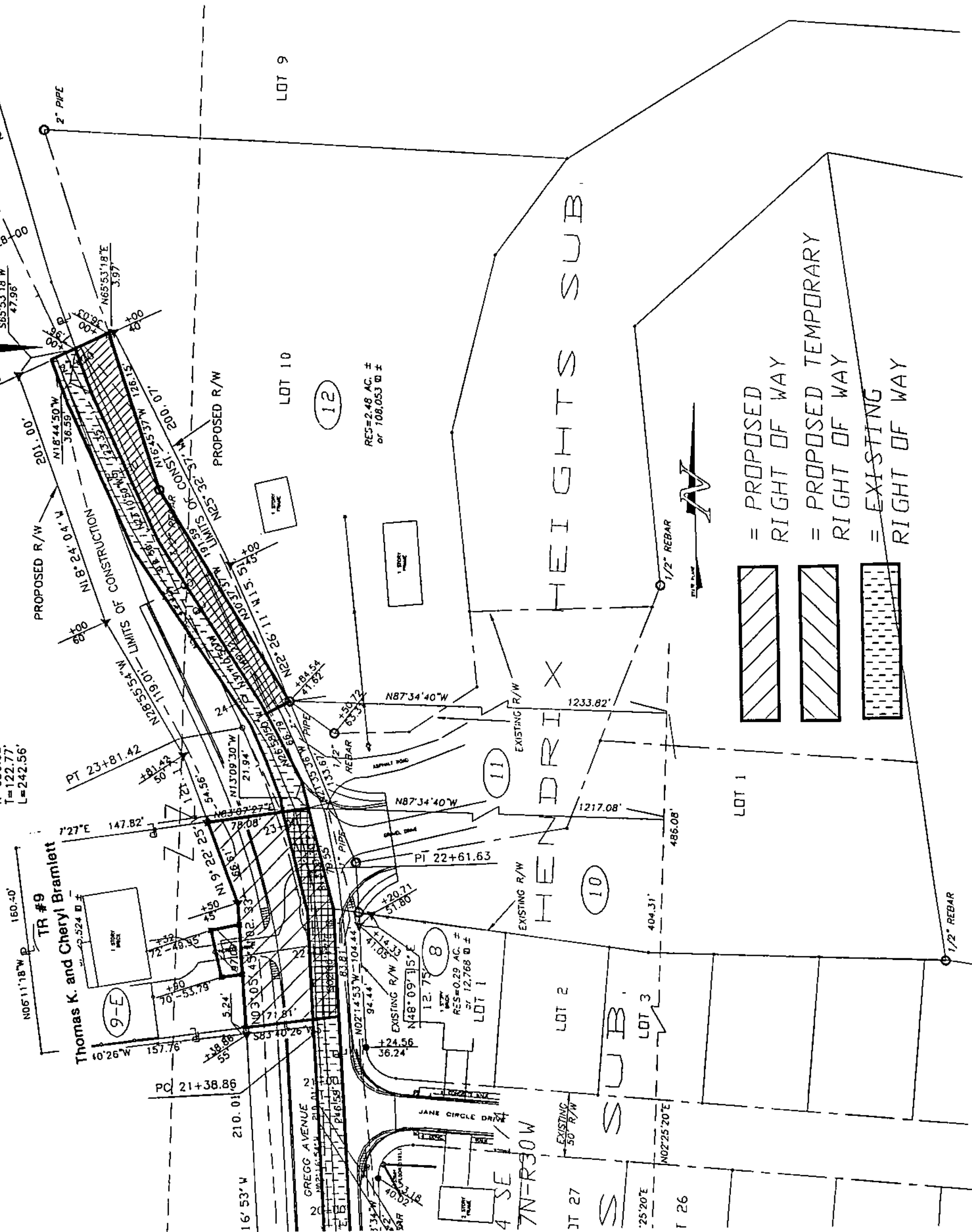


= PROPOSED RIGHT OF WAY
 = EXISTING RIGHT OF WAY

CURVE #3
 PC 21+38.86
 PI 22+61.63
 PT 23+81.42
 $\Delta = 21^\circ 49' 49''$
 $D = 9' 00''$
 $R = 636.62'$
 $T = 122.77'$
 $L = 242.56'$

RES (LT) = 25.29 AC. $\pm$
 or 1,101,292 sq ft

Thomas K. and Cheryl Bramlett
 TR #9



= PROPOSED
 RIGHT OF WAY
 = PROPOSED TEMPORARY
 RIGHT OF WAY
 = EXISTING
 RIGHT OF WAY

December 10, 1997

Dear City Fathers:

Attached you will find a copy of the counter-offer made to the City of Fayetteville and the State of Arkansas in reply to the offer made to us for purchase of part of our property in Johnson, Arkansas. After investigating real estate costs in our general area and consulting with appraisers and other legal counselors, we have reached the conclusion that the offer made by the state and city are unacceptable. We have put figures to our survey results and feel these are much more close to reasonable and fair prices for our land. Below you will find our conclusions:

Land on the south side of us is being sold for approximately \$1.50 per square foot, even though the land is in flood plain & would take considerable improvements for commercial or residential use. The land just over the hill from us is of course sold at \$8.00 per square foot, because of the expensive commercial building going on. Our land is our home, and was purchased because of it's solitude, distance from roads and heavy traffic and close neighbors. The Joyce Street extension has already taken away a lot of this and now the bridge-widening is taking the rest. Add to this the unwillingness of the city or state to purchase the 3200+ sq. feet under the existing road because of affidavits proving government maintenance of this property, and we, property owners of this state, are being treated unfairly and unjustly. We feel that our property is worth all of the \$1.50 per square foot that we are asking. We know from the experiences of others that the government cares nothing about the aesthetic value being taken from our land and thinks only with numbers. Our land will, in our opinion, be devalued by this road deal, others think we should consider commercial use of the property, but that is unreasonable because of the lack of frontage left after the sale. Even if commercial use was an option, we could not move from here because we cannot purchase another home due to our inability to obtain conventional financing. We are a lower-middle income family with three children in college and our debts are just too high.

Please reconsider your offer for our land. Your ASHC negotiator explained the customary procedure on the state level of offer/counter-offer and its different levels of negotiation used before a land owner must take legal action. This is not what we want to do, but may not have any choice. Thank you for your cooperation and consideration.

Sincerely,

Thomas K. Bramlett Cheryl J. Bramlett

Thomas K. & Cheryl Bramlett

cc: Mayor Fred Hannah

Mayor Richard Long

November 7, 1997

Billy Taylor
Arkansas State Highway & Transportation Department
P.O. Box 2261
Little Rock, AR 72203-2261

Dear Mr. Taylor and Associates:

Enclosed please find a copy of our survey and deed to our land in Johnson, being considered for purchase by the state of Arkansas for the widening of the single-lane bridges in our community. We simply wanted to clarify our property lines for the upcoming negotiations of land purchase.

We purchased our land and house in Johnson three years ago for the express reason of it's isolation from other land and roadways, the serenity that Johnson has to offer from constant traffic, and the quaint single-land bridges, that offer slow traffic and reduced traffic. Since the city of Fayetteville has now built the west end of Joyce street to empty into our front yard, of course things have changed drastically. This road came in with considerable damage to the front house from the drainage off that hill. Hopefully they have taken care of most of that problem. So in general we are uncomfortable about the land takeover of our land that is now in progress.

When we bought this property, we were shocked to find out that a failure to disclose clause was added to our closing meeting. This was the first to hear about the road goings on. A possible law suit may still result in this disclosure failure. We went to city engineers what assured us that only a small portion on both fence borders would be involved, even showing us the platts. We continued with our remodeling until a Johnson official cautioned us to wait until later, until further plans were made. Another trip to the engineers promised another circle drive to replace the one you are taking and a privacy fence to replace our chain link, to help restore some of the privacy we purchased with the home. Now we receive your information that includes none of the above mentioned verbal agreements.

54²
54² All that history brings us up today, where we are now facing a purchase of land, 11.000+ acres, but are only willing to pay for 8,600+ acres because of a prior right-of-way given for land under the existing road. Our points of issue over this takeover is simply that you are refusing to purchase a 3,200+ square feet of land that will remain deeded to us, therefore forcing us to pay taxes on it, even though it has been totally separated from the remainder of our property. I have spoken with our county assessors and a legal representative about our legal position in this issue and feel it is fully in our rights to seek payment on this strip of land. This letter comes in formal request for consideration of this in our appraisal and offer for purchase.

We would also like to request that the rented construction being planned for the middle of our driveway be moved to either side of our property, allowing us some use of the driveway. The reason for this is relatively simple. Our property is just outside the flood plain area on that side of the road, but drainage from the hillside across from us causes our yard to be soggy at the slightest rain, ice, or snow. Even a heavy dew causes mud in our yard. Without our cement driveway to use over the two-year stretch to complete this project, we will be constantly bogged down. We've had many cars in our family stuck in the grass on winter or rainy days. At any time, it is not uncommon for there to be five to eight cars in our driveway. We have four daughters, two son-in-laws and four grandchildren. We are always together at the home on Wilkerson and the unmarried daughters always have their boy-friends over. So the traffic in our driveway is heavy.

One final issue we wish to discuss is concerning the construction plans for the roadway that require lifting the roadway as much as eight feet in some areas, but at least some in front of our house. We have fought constantly to keep any new construction from causing more drainage problems with our home. By raising the new road any distance from level, will create immeasurable amounts of damage to the front of our home, especially the apartment area in the front used by our college-aged daughter. We would like any engineering plans to include any and all drainage options to keep our home from water damage.

Thank you for your cooperation and understanding. Feel free to call our home for further information. Had we been given ample time to prepare our paperwork, we would have brought this to your attention during our meeting. Unfortunately, calling on us in the late evening, after working til 7:30 p.m. caught us at a time when we were unprepared to talk issues. We are sure that the state of Arkansas will want to do the right thing in behalf of it's citizens. We are willing to sel over half of our lawn for the road, but want to be treated fairly as well. Thanks for your consideration.

Sincerely,

Thomas K. & Cheryl Bramlett

Rev. Thomas K. & Cheryl Bramlett

cc: Washington County Highy Department
Fayetteville Highway Department
Mayor Fred Harnah
AHTD Department Head
Governor Mike Huckabee
Senator Tim Hutchinson
Representative Asa Hutchinson

WARRANTY DEED

27340

UNMARRIED PERSON

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Rosetta A. Harmon
Address 415 SN. Jones - Bay
an unmarried person hereinafter called

KNOW ALL MEN BY THESE PRESENTS:

THAT Rosetta A. HarmonGRANTOR, for and in consideration of the sum of One (\$1.00) and other valuable considerationDOLLARS, paid by Tom K. Bramlett and Cheryl L. Bramlett, husband and wife,

the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto

Tom K. Bramlett and Cheryl L. Bramlett, husband andhereinafter called GRANTEE, and unto their heirs and assigns forever, the followingWashington County, Arkansas, to-wit:

Part of the Southeast Quarter (SE 1/4) of Section Twenty-Two (22), Township 17 North, Range 30 West, being more particularly described as follows, to-wit: Commencing at the Southeast corner of Section 22, thence North 386.80 feet, thence West 1223.59 feet to the POINT OF BEGINNING; thence South 16°28'59" East 79.55 feet; thence South 05°25'46" East 88.81 feet; thence South 80°20'57" West 229.57 feet; thence North 09°30'47" West 160.40 feet; thence North 79°48' East 225.90 feet, to the POINT OF BEGINNING, containing 0.86 acres, more or less.

Subject to easements, rights-of-way and protective covenants of record, if any. AND ALSO, the GRANTOR herein does bargain, grant, sell and convey, unto the GRANTEES and unto their heirs and assigns, all of the GRANTOR'S right, title and interest in and to a certain easement described in a Warranty Deed recorded March 1, 1991 at 11:05 a.m. in Record Book 1404 at Page 580 in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

This deed is made and accepted subject to a Mortgage, executed by Rosetta A. Harmon, a single person, in favor of Vearl Self, Trustee for the Self Family Trust, Under Trust Instrument dated February 1, 1981, dated February 1, 1991, and filed for record March 1, 1991 at 11:05 a.m. in Record Book 1404 at Page 581 in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and which Mortgage and the promissory note it secures the GRANTEES herein assumes and agrees to pay as a part of the consideration for this deed.

I CERTIFY UNDER PENALTY OF FALSE SWEARING THAT AT LEAST THE LEGALLY CORRECT AMOUNT OF DOCUMENTARY STAMPS HAVE BEEN PLACED ON THIS DEED.

Grantee: _____ Address: _____

TO HAVE AND TO HOLD the same unto the said GRANTEE s, and unto their heirs and assigns forever, with all appurtenances thereunto belonging.

And I hereby covenant with said Tom K. Bramlett and Cheryl L. Bramlett, husband and wife, that I will forever warrant and defend the title to said lands against all lawful claims whatever.

WITNESS my hand and seal on this 19th day of August, 1994.

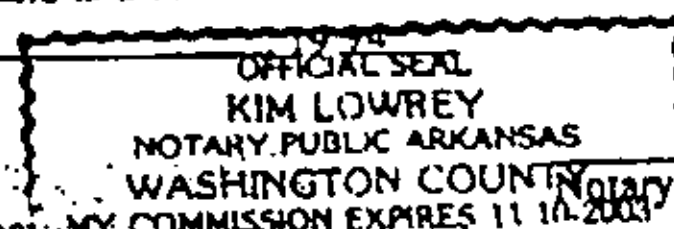
Rosetta A. Harmon (SEAL)
Rosetta A. Harmon

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF Washington ss:

BE IT REMEMBERED, that on this day came before me, the undersigned, a _____ Notary Public, within and for the county aforesaid, duly commissioned and acting Rosetta A. Harmon, to me well known as the grantor in the foregoing Deed, and acknowledged that she had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 19th day of

August

My Commission Expires

11-10-03

Prepared by:

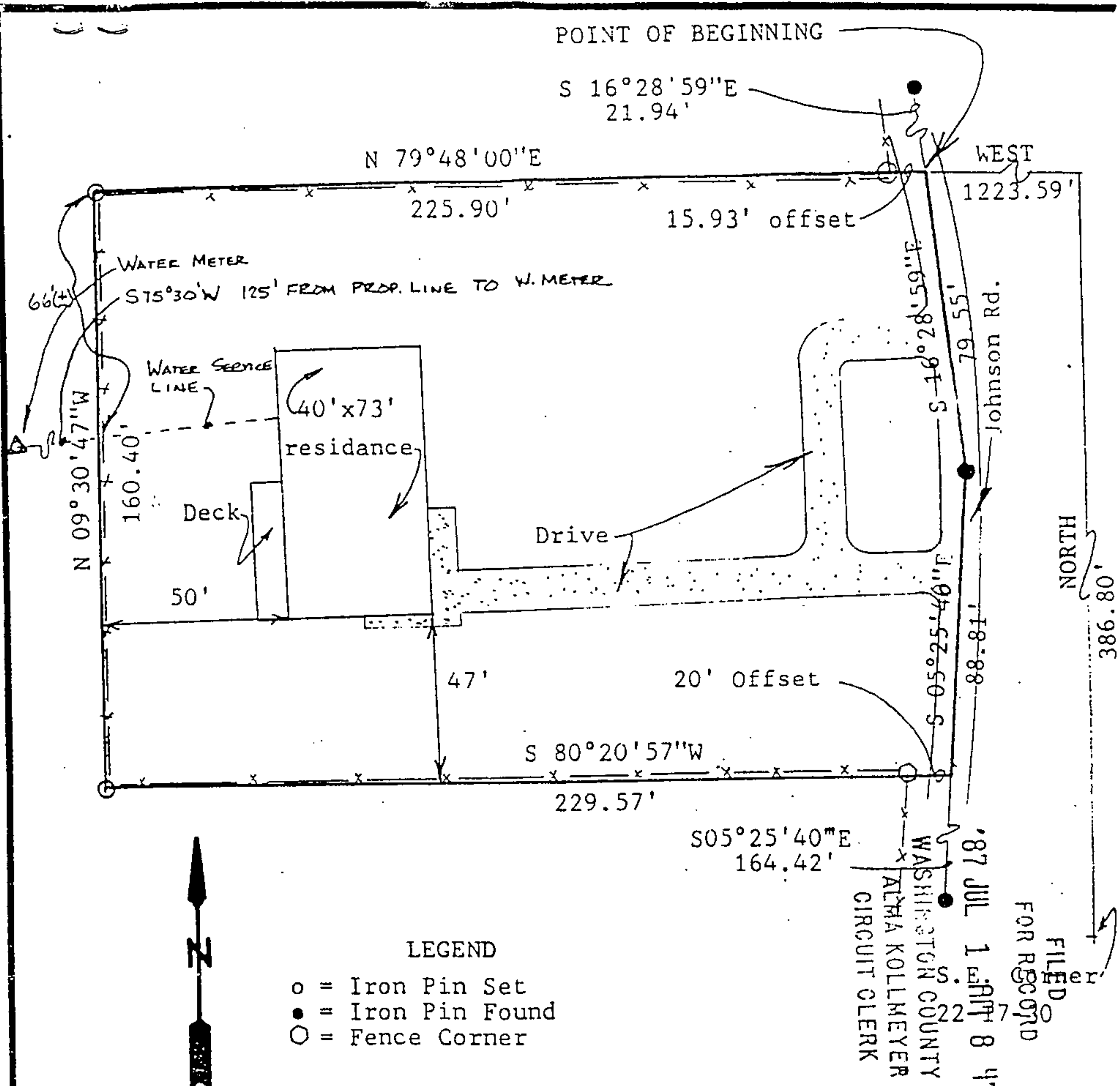
Walter F. Mayo, Attorney
305 Wayland, Springdale, AR
72761

94052109

FILED FOR RECORD
94 AUG 25 PM 2 17
WASHINGTON CO AR
ATOLMEYER



458453



LEGAL DESCRIPTION: Part of the SE $\frac{1}{4}$ of Section 22 T17N, R30E of the Fifth Principal Meridian in Washington County Arkansas, being more particularly described as follows, to-wit: Commencing at the Southeast Corner of Section 22, thence North 386.80 Feet, thence West 1223.59 Feet to the P.O.B.; thence S 16°28'59"E 79.55 Feet, thence S 05°25'46"E 88.81 Feet, thence S 80°20'57"W 229.57 Feet, thence N 09°30'47"W 160.40 Feet, thence N 79°48'E 225.90 Feet to the P.O.B.; Containing 0.86 acres; more or less subject to easements and right of way of record.

THIS IS TO CERTIFY THAT THE ABOVE SURVEY WAS PERFORMED UNDER MY SUPERVISION, ALL CORNER PINS WERE IN PLACE OR SET AS SHOWN AND TO THE BEST OF MY KNOWLEDGE ARE CORRECT.

Neal B. Albright
Neal B. Albright ARLS 273

5/27/87
DATE

FILED
FOR RECORD
'87 JUL 1 AM 8 47
WASHINGTON COUNTY ARK
ALMA KOLLMAYER
CIRCUIT CLERK

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

Tom K. Bramlett & Cheryl Bramlett
6554 Wilkerson Rd.
Fayetteville, AR 72704

12-3-97

Job 040179
BRN 9142(7)
Gregg Ave. - Mud Creek Str. & Apprs.
Washington County
Tract 9, 9E

Dear Property Owner(s):

A negotiator for the Arkansas State Highway Commission has presented to you a Contract to Sell offering to purchase the fee simple title to your property needed for highway purposes. A description of the property is attached.

The following buildings, structures, and other improvements, including fixtures located upon the lands needed are as follows: Concrete Drive and Landscaping.

In the event you desire to retain any of the building, structures or other improvements, including fixtures, listed above for salvage value of \$-0- you must do so prior to the date of closing of a Contract to Sell or eminent domain proceedings.

The offer of \$5,600.00 is based on the opinion of a qualified real estate appraiser. The offered amount is based on the market value concept and is broken down as follows: \$5,600.00 as just compensation for the realty to be acquired and \$-0- for damage to the remaining lands.

Should you elect to accept this offer, the State will determine if you can convey a merchantable title, and if so, a proper deed conveying the land to the City of Fayetteville will be prepared and you will be paid the amount contained in the written offer.

If you make a final rejection of this offer, and if the City of Fayetteville elects to do so, a condemnation suit will be filed and the amount that the City of Fayetteville has determined to be estimated just compensation for your property will be deposited into the Registry of the Circuit Court of the County. You may at this time elect to accept the amount deposited as just compensation for your property. If you elect to do so, the Circuit Court will be asked to enter Judgment in the sum of the estimated just compensation and this amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as estimated just compensation, then you may withdraw the amount placed on deposit as estimated just compensation without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury by the Circuit Court of the County in which your lands are situated to determine just compensation for your lands condemned.

In either event, payment of the estimated just compensation will be made available to you prior to vacating your property.

Yours truly,

A handwritten signature in cursive script, appearing to read "Fred Hanna".

Fred Hanna, Mayor
Fayetteville, Arkansas

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Dan Flowers
Director
Telephone (501) 569-2000



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400

December 17, 1997

Tom K. Bramlett & Cheryl Bramlett
6554 Wilkerson Rd.
Fayetteville, AR 72704

Re: Job 040179
BRN 9142(7)
Gregg Ave. - Mud Creek Str. & Apprs.
Washington County
Tract: 9, 9E

Dear Property Owner(s):

It is regretted that we have not been able to reach a settlement with you for your property needed for the construction of the above referenced job in Washington County, Arkansas. The detailed approved appraisal has again been carefully reviewed and based on current comparable real estate sales and values, it is felt that our offer represents the market value for the property needed by the State of Arkansas and is just compensation to you to be paid from public funds. We, therefore, again offer to purchase this property for \$5,600.00.

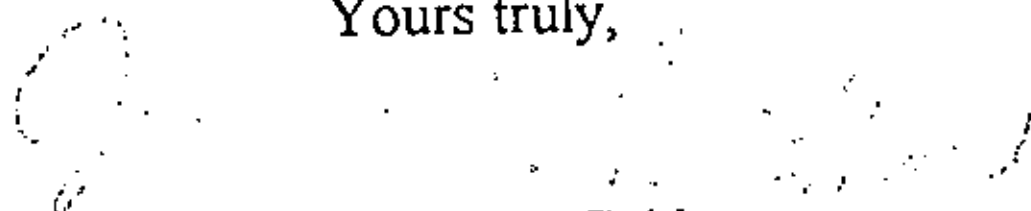
The title to and right of entry on this property is needed in order that construction of the highway will not be delayed; therefore, it will be necessary to file an eminent domain action for the needed property.

The funds deposited with this action may be withdrawn by you, if desired, prior to reaching an agreement or decision by the court by notifying us without prejudicing your case. If you decide to accept this offer before the trial, the case can be closed without any legal expense to you as our attorneys will prepare the necessary papers.

If you decide to retain the improvements: Concrete Drive and Landscaping at \$-0- salvage, you should get in touch with our Property Manager, Doug Thacker, at the Arkansas State Highway and Transportation Department, P.O. Box 2261, Little Rock, Arkansas 72203 or phone 501-569-2317 within the next ten days so that the necessary arrangements can be made.

If you have any questions concerning this matter, please write this office.

Yours truly,


James D. Gaither
Division Head
Right of Way Division

JDG:mb

JOB NAME: Mud Creek Structures and Approaches
(Fayetteville)

JOB: 040179
TRACT: 9

CONTRACT TO SELL
REAL ESTATE FOR HIGHWAY PURPOSES

Grantor: Tom K. Bramlett and Cheryl L. Bramlett, Address: 6554 Wilkerson Rd.
husband and wife. Fayetteville, AR 72704

Grantee: THE CITY OF FAYETTEVILLE

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby give and grant to the City of Fayetteville on the terms and conditions hereinafter stated, to the right to purchase the following described real estate, save and except the oil and gas only therein and thereunder, situated in the County of Washington, State of Arkansas, to wit:

LEGAL DESCRIPTION

A part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-two (22), Township Seventeen North (T-17-N), Range Thirty West (R-30-W), Washington County, Arkansas and being more particularly described as follows:

Commencing at the Southeast corner of said Section 22 and running thence North 2°25'20" East - 404.31 feet; thence North 87°34'30" West - 1217.08 feet to the point of beginning, thence South 13°09'30" East - 79.55 feet; thence South 2°06'17" East - 83.81 feet; thence South 83°40'26" West - 71.81 feet to a point on the proposed West right-of-way line of Gregg Avenue; thence running along the proposed West right-of-way line, North 3°05'45" West - 97.09 feet; thence North 19°22'25" West - 66.61 feet; thence leaving the proposed West right-of-way line of Gregg Avenue and running North 83°07'27" East - 78.08 feet to the point of beginning, containing approximately 11,891 square feet or 0.27 acres, more or less.

lgd
9/30/97

PREAUDITED AND ACCEPTED:

Property Manager to Negotiator

By _____ Date _____

IMPROVEMENTS	APPRAISED SALVAGE VALUE	RETAINED BY GRANTOR		AMOUNT OF BOND REQUIRED	WILL GIVE ACTUAL POSSESSION OF IMPROVEMENTS NOT RETAINED
		YES	NO		
Concrete Drive	-0-			-0-	At closing
Landscaping	-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.

APPRAISED VALUE of Real Estate Including Damages to Remainder \$ 5,500.00
 LESS SALVAGE VALUE - IMPROVEMENTS RETAINED \$ _____
 NET PAYMENT DUE \$ _____

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 \$ _____.

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 of Fayetteville in connection with the real property herein covered, Grantor(s) also agrees to allow the City of Fayetteville permission to enter upon that part of the remaining property necessary for the sole purpose of removing any improvements acquired by the City of Fayetteville, 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 of Fayetteville 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 of Fayetteville 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 Warranty Deed when presented by the City of Fayetteville and receive payment of the stated "Net Payment Due" from the said City of Fayetteville, 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 of Fayetteville shall not be obligated further unless stated herein to wit:

It is understood and agreed that closing costs will not accrue 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 City of Fayetteville is hereby authorized and directed to make payment of the purchase funds for the conveyance to _____

Dated this _____ day of _____, 19____.

Signature
SS# _____

Signature
SS# _____

Signature
SS# _____

Signature
SS# _____

ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY)

BE IT REMEMBERED, that on this day cam before the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting _____

to me well known as the Grantor(s) in the foregoing Contract to Sell and State that _____ has executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public _____ day of _____, 19____.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Tom K. & Cheryl L. Bramlett for and in consideration of One Hundred Dollars and No/100, (\$100.00), and other valuable considerations, to cash in hand paid by the City of Fayetteville, Arkansas, the receipt of which is hereby acknowledged does hereby give and grant to the City of Fayetteville, Arkansas, its successors and assigns an exclusive temporary right of way and temporary easement for the sole purposes necessary for Highway Construction, Job No. 040179, together with free ingress and egress, to, across, through and over the following lands situated in the County of Washington, State of Arkansas:

LEGAL DESCRIPTION

Part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-Two (22), Township Seventeen (17) North, Range Thirty (30) West, Washington County, Arkansas, being more particularly described as follows:

Beginning at a point 53.79 feet left of and perpendicular to Centerline Station 21+90.00, said point being on the proposed West right-of-way line of Gregg Avenue; thence leaving the West right-of-way line of Gregg Avenue and running to a point 70.00 feet left of and perpendicular to Centerline Station 21+90.00; thence to a point 72.00 feet left of and perpendicular to Centerline Station 22+32.00; thence to a point 49.95 feet left of and perpendicular to Centerline Station 22+32.00, said point being on the proposed West right-of-way line of Gregg Avenue; thence along the proposed West right-of-way line of Gregg Avenue to the point of beginning, containing approximately 725 square feet or 0.02 acres, more or less.

lgd
10/01/97

together with the rights, easements and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary easement as conditioned above shall terminate when Job No. 040179 has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

TO HAVE AND TO HOLD the same unto the said City of Fayetteville, Arkansas, and to its successors and assigns for and during the term aforesaid and for the purposes hereinabove set forth.

WITNESS my signature on this day of , 19 .

(SIGNATURE)

(SIGNATURE)

SINGLE ACKNOWLEDGMENT

STATE OF)
COUNTY) SS
)

Before me, a Notary Public duly commissioned, qualified and acting within and for the aforesaid County, on this day personally appeared _____ well known to me to be the person whose name is subscribed to the foregoing instrument and stated to me that _____ executed the same for the consideration and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this _____ day of _____, 19____.

(SEAL)

Notary Public in and for

County, _____
State

My Commission Expires _____

JOINT ACKNOWLEDGMENT

STATE OF)
COUNTY) SS
)

Before me, a Notary Public duly commissioned, qualified and acting within and for the aforesaid County, on this day personally appeared _____ and his or her spouse, _____ to me well known as the grantors in the foregoing instrument and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this _____ day of _____, 19____.

(SEAL)

Notary Public in and for

County, _____
(State)

My Commission Expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF
COUNTY OF

On this _____ day of _____, 19____, before me, a Notary Public duly commissioned, qualified and acting within and for said County and State, appeared in person the within named _____ and _____ to me personally well known, who stated that they were the _____ President and Secretary, respectively, of the _____ Company, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this _____ day of _____, 19____.
(SEAL)

Notary Public in and for

County, _____
(State)

My Commission Expires _____

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of January 6, 1998

FROM:

Ed Connell Engineering Public Works
 Name Division Department

ACTION REQUIRED: Approval of a resolution for the acquisition (\$50,000) plus closing costs for the property and improvements from the Estate of Ella Elizabeth Caudle located at 295 North Crossover Road in association with the widening of Highway 265. The widening of Hwy 265 requires the acquisition and demolition of the house on this property. If sold to a third party prior to the time of acquisition, the ultimate acquisition and relocation of such third party is estimated to equal or exceed the cost hereof. Approval of a budget adjustment is also requested.

COST TO CITY:

<u>\$ 50,000</u> Cost of this Request	<u>\$ 0</u> Category/Project Budget	<u>Hwy 265 Widening-ROW</u> Category/Project Name
<u>4470-9470-5810.00</u> Account Number	<u>\$</u> Funds Used To Date	<u></u> Program Name
<u>95066</u> Project Number	<u>\$ 0</u> Remaining Balance	<u>Sales Tax CIP</u> Fund

BUDGET REVIEW: Budgeted Item X Budget Adjustment Attached

Step Dan 12/29/97
 Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

<u>Marilyn J. Cramer</u> Accounting Manager	<u>12-29-97</u> Date
<u>[Signature]</u> City Attorney	<u>12-29-97</u> Date
<u>P. Vice</u> Purchasing Officer	<u>12-29-97</u> Date

GRANTING AGENCY:

<u></u> Internal Auditor	<u></u> Date
<u></u> ADA Coordinator	<u></u> Date

STAFF RECOMMENDATION: Approval of resolution authorizing the purchase of the Caudle Estate property in the amount of \$50,000 plus closing costs, in association with the acquisition of right of way for the expansion of Highway 265 between Highway 16 East and Highway 45.

<u>[Signature]</u> Division Head	<u>12-29-97</u> Date
<u>[Signature]</u> Department Director	<u>12-30-97</u> Date
<u>[Signature]</u> Administrative Services Director	<u>12-30-97</u> Date
<u></u> Mayor	<u></u> Date

Cross Reference

New Item: Yes X No

Prev Ord/Res #:

Orig Contract Date:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: December 23, 1997

TO: Kevin Crosson, Public Works Director

THRU: Donald R. Bunn, City Engineer *DRB*

FROM: Ed Connell, Land Agent *EC*

RE: Property Purchase
Caudle Estate Property
295 N. Crossover Road, Fayetteville
Highway 265 Expansion

The subject property, located on the West side of Hwy 265 at Wyman Road, is currently being liquidated for probate purposes. The estate, with agreement of the probate judge, has offered the sale of such property to the City of Fayetteville since it is known that the residence located on said property would be scheduled for demolition with the expansion of Crossover Road.

This property contains 1.82 acres $\pm$ and includes a 43 year old natural rock house with approx. 1535 ft² of living area. Existing road ROW on Hwy 265 amounts to about 1500 ft² (0.034 acre) while the new road ROW requirement is going to be approximately 17,000 ft² (0.39 acre) and include the house (See attached preliminary diagram). After highway right of way taking, this property will have a remainder of 1.393 acres, more or less.

The City obtained an independent appraisal on this property which put the fair market value at \$50,000. The court required the estate to obtain two other appraisals on said property and all three came back within \$500.00 of each other. With approval of the court, the city and the Estate have entered into an Offer and Acceptance Contract, dated December 24, 1997, for the purchase of this land contingent upon the approval of the City Council. Attached is a copy of this contract.

We believe it is beneficial for the city to purchase this land at this time for a number of reasons. The city is responsible for the cost of all right of way on this expansion project although the AHTD will be doing the appraisal and acquisition. The attached appraisal indicates a current land value for this frontage property of slightly less than \$10,000/acre. As time draws closer to road expansion, the value of land along Hwy 265 will probably increase dramatically. This is an extremely good price for this particular land.

If this property was sold to another party who occupied or rented the residence, the city would be facing the following in terms of acquisition within the next 12 months:

- ▶ An unwilling seller which could easily result in an uncertain cost increase of 10% or more.
- ▶ An increase in the value of land over and above the item previously mentioned.

Caudle Property Purchase
Page 2

▶ Utilizing the current appraisal, the city would be responsible for:		
ROW Land acquisition:	17,000 ft ² @ 0.23\$/ft ² =	\$ 3,900.00
Improvements:	=	\$ 32,500.00
Occupant Relocation (uncertain amount)	=	<u>\$ 10,000.00</u>
TOTAL		\$ 46,400.00

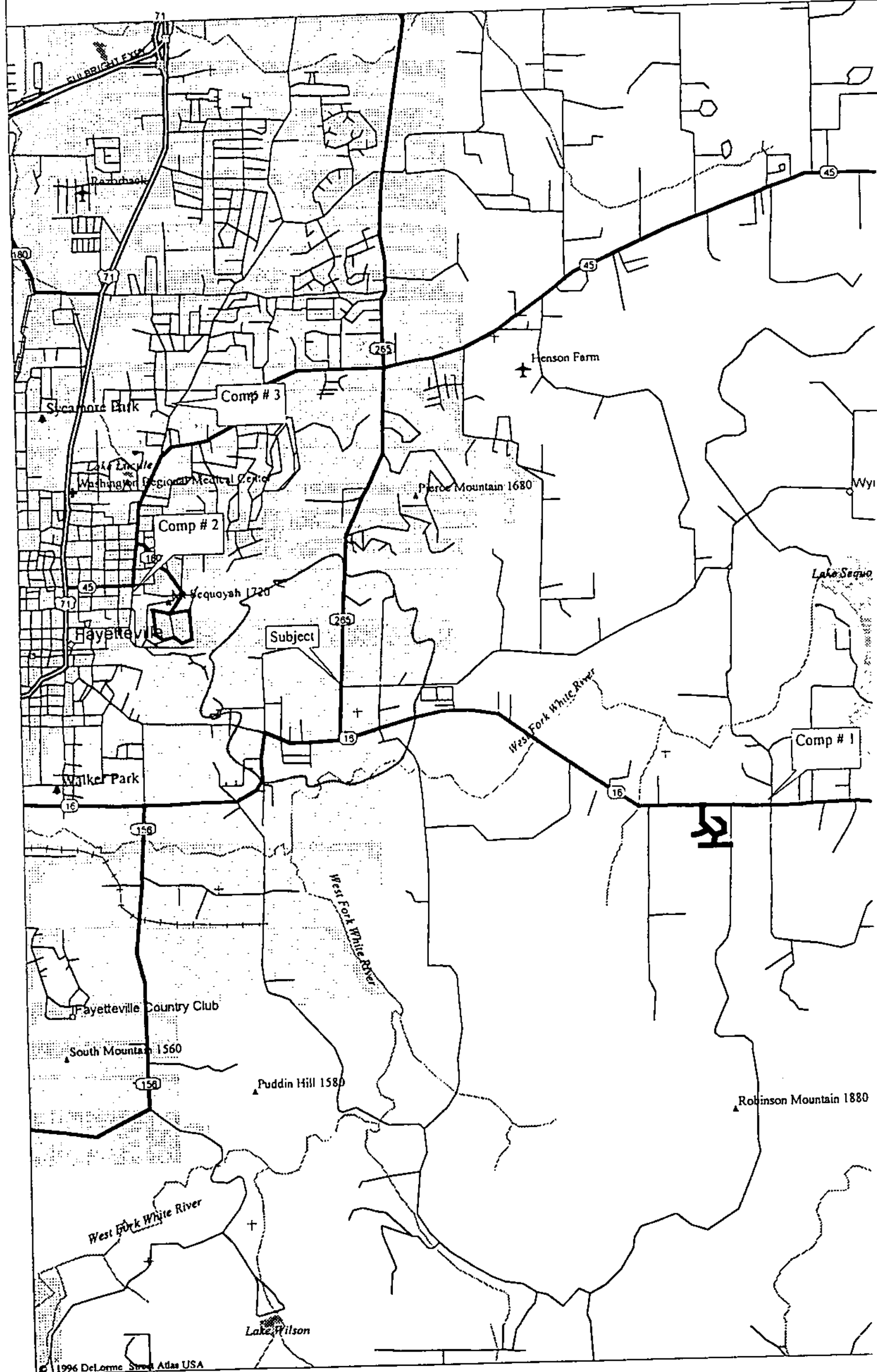
With an unwilling seller, this could easily raise by \$4,000 to a total in excess of \$50,000 and many of the factors involved are uncertain.

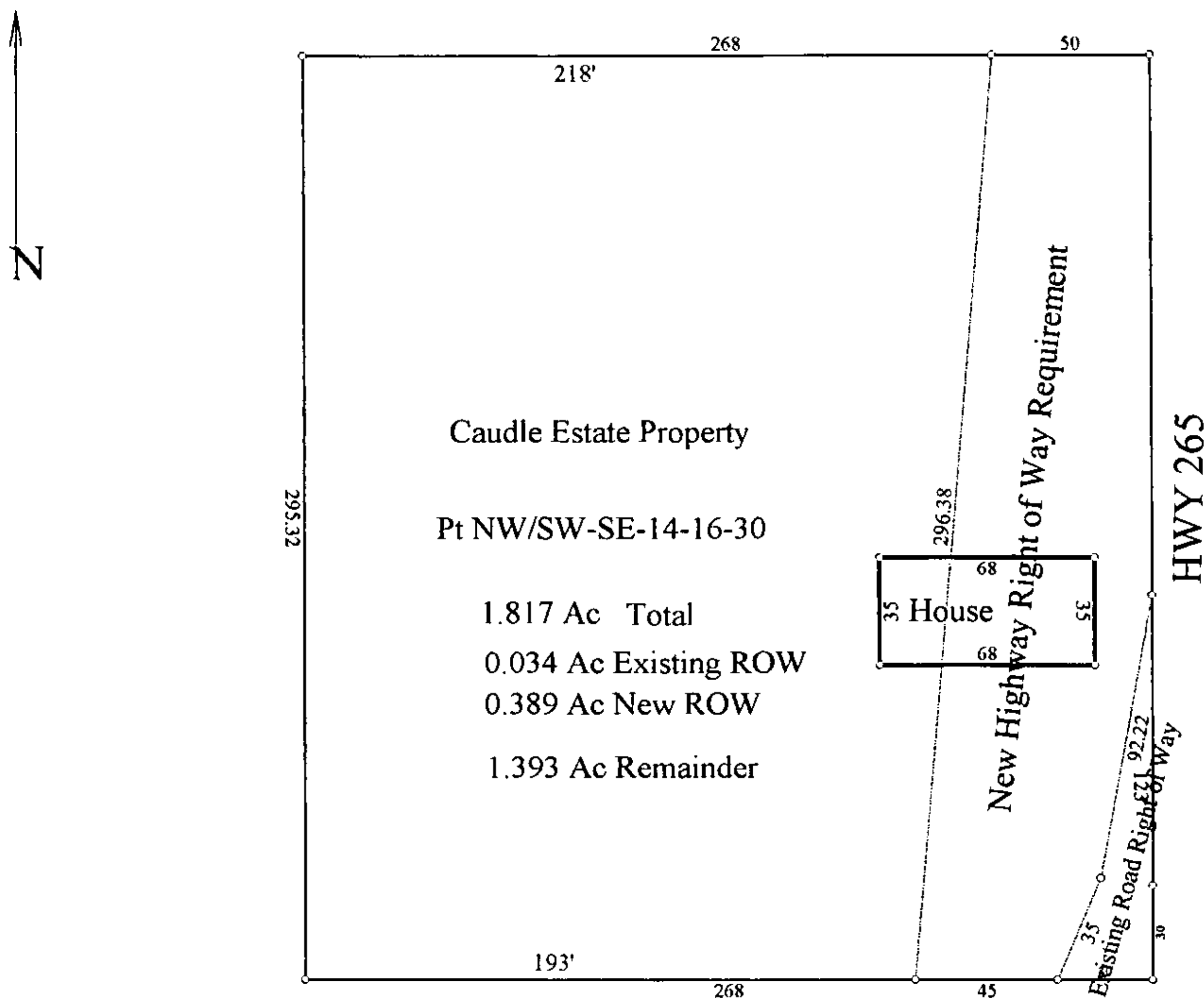
By purchasing this land at this time, the city is working with a willing seller. We are able to purchase the entirety for the appraised fair market value. If the city were to sell the remainder (1.4 acres) at \$10,000/acre, the income would amount to \$14,000, resulting in a net cost of \$36,000. More importantly, this is a cost certain situation.

On the other hand, the remainder of this property (1.4 acre) would make a good staging area for the road construction and, over that period, should show considerable gain in market value. The city may have other possible uses for this property as well.

We ask your support and the support of the City Council in approving a resolution for this acquisition. Time is of the essence in this transaction as the Offer and Acceptance is dependent upon City Council approval before we are able to proceed with the necessary steps for purchase. We anticipate additional cost of approximately \$1,500 for title insurance, survey and closing.

Location Map





Title: Caudle Estate Property: Existing & New Highway Right of Way

Date: 12-19-1997

Scale: 1 inch = 60 feet

File: CAUDLE-2.WMF

+Tract 1: 1.817 Acres: 79146 Sq Feet: 7352.9 Sq Meters: No significant closure error. : Perimeter = 1127 feet

-Tract 2: 0.034 Acres: 1494 Sq Feet: 138.8 Sq Meters: No significant closure error. : Perimeter = 280 feet

-Tract 3: 0.389 Acres: 16964 Sq Feet: 1576.0 Sq Meters: No significant closure error. : Perimeter = 691 feet

Tract 4: 0.055 Acres: 2380 Sq Feet: 221.1 Sq Meters: No significant closure error. : Perimeter = 206 feet

Net Area= 1.393 Acres: 60688 Sq Feet: 5638.1 Sq Meters

001=*S0.00E 30

011=*N0.00W 123

021=@5

002=*N90.0W 268

012=*S10.1520W 92.22

022=/S0.00E 160

003=*N0.00W 295.32

013=@5-

023=/N90.0W 18

004=*S90.0E 268

014=/N90.0w 50

024=*N90.0W 68

005=**S0.00E 265.32

015=*S90.0E 50

025=*S0.00E 35

006=@2-

016=**S0.00E 172.32

026=*S90.0E 68

007=/N90.0W 30

017=*S10.1520W 92.22

027=*N0.00W 35

008=/N22.5E 35

018=*S22.5W 35

009=*S22.5W 35

019=*N90.0W 45

010=*S90.0e 30

020=*N04.5020E 296.38

OFFER AND ACCEPTANCE CONTRACT

1. The City of Fayetteville, Arkansas, a municipal corporation, hereinafter referred to as the Buyer, offers to buy, subject to the terms and conditions set forth herein, the following described property:

SEE ATTACHED EXHIBIT "A"

2. **Purchase Price:** Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash payment of \$50,000.00.
3. **Contingent Earnest Money Deposit:** The Buyer herewith tenders a check for \$1,000.00 to the Estate of Ella Elizabeth Caudle, hereinafter referred to as the Seller, as earnest money, which shall apply on the purchase price. This offer of purchase is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit will be returned to the Buyer by the Seller. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the Buyer. If the Buyer fails to fulfill his obligations under this contract or after all conditions have been met, the Buyer fails to close this transaction, the earnest money may, at the option of the Seller, become liquidated damages to the Seller. Alternatively, the Seller may assert legal or equitable rights which it may have because of breach of this contract. The contingency earnest money deposit shall be held in escrow by the office of Bronson Abstract Company, Inc..
4. Conveyance will be made to the Buyer by general Warranty Deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property. Such conveyance shall include mineral rights owned by the Seller.
5. The Seller shall furnish, at the Buyer's cost, a policy of title insurance in the amount of the purchase price from a title insurance company selected by the Buyer.
6. Seller agrees to allow Buyer, if Buyer so desires, at Buyer's expense, to survey the property. Seller agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer.
7. Taxes and special assessments due on or before closing shall be paid by the Seller. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing.
8. The closing date is designated to be **ninety (90)** days after acceptance of this offer by the Seller or **forty-five (45)** days after approval of this offer to purchase by the Fayetteville City Council, whichever occurs first. If such date of closing falls on a weekend or holiday, it will be held the following working day. Closing shall be held at the offices of Bronson Abstract Company, Inc., 3810 Front Street, Fayetteville, AR 72703.

9. Possession of the property shall be delivered to the Buyer on the date of closing.
10. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and survey.
11. All fixtures, improvements and attached equipment are included in the purchase price. For the purpose of this contract and in accordance with the "*Uniform Residential Appraisal Report*" (See Exhibit "B" herewith for summary of said report), the allocation of property value shall be as follows:
- | | |
|-------------------------------|-----------------------|
| Land; 1.82 Acres $\pm$ | \$16,000 |
| Improvements: Dwelling | \$32,500 |
| 3 Outbuildings | No Contributory Value |
| "As-is" Value of site Improv. | \$ 1,500 |
| Total | \$50,000 |
- Sale is specifically contingent upon the property being in substantially the same condition as at the time of the above appraisal.
12. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.
13. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge.
14. Seller shall be responsible, at Seller's expense, for the removal of all personal property or leased property from the land described herewith. If said removal is not completed at least 24 hours prior to closing, Buyer shall have the option to postpone such closing until said personal or leased property is removed. Items to be removed include, but are not limited to, (1) a Chevrolet automobile, (2) boat with trailer and (3) semi-trailer trailer. Any personal property remaining after closing shall become the property of the Buyer.
15. This agreement shall be governed by the laws of the State of Arkansas.
16. This agreement, when executed by both the Buyer and the Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.
17. This contract expires, if not accepted on or before the 15th day of January, 1998.

OFFER AND ACCEPTANCE CONTRACT
Page 3 of 6

18. NOTICE: BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE \$1,000.00 EARNEST MONEY DEPOSIT.

SELLER: Estate of Ella Elizabeth Caudle

Sharon L. Stewart
Sharon L. Stewart, Co-executor

Date: 12-24-97

Franklin L. Tuck
Franklin L. Tuck, Co-executor

Date: 12-24-97

BUYER:
City of Fayetteville, Arkansas,
a municipal corporation

Fred Hanna
Fred Hanna, Mayor

Date: 12-22-97

Traci Paul
Traci Paul, City Clerk

Date: 12-22-97

(SEAL)

BM
Hanna

EXHIBIT "A"
PROPERTY DESCRIPTION

PRELIMINARY PROPERTY DESCRIPTION: SUBJECT TO SURVEY CONFIRMATION

A part of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and a part of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), all in Section Fourteen (14) of Township Sixteen (16) North, Range Thirty (30) West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at the Northeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 14 and running South along the East line of said quarter-quarter a distance of 30.00 feet; thence West 268.00 feet to a point; thence North 292.32 feet to a point; thence East 268.00 feet, more or less, to the East line of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$); thence South along said East line a distance of 265.32 feet to the Point of Beginning and containing 1.82 acres, more or less, subject to rights of way and easements of record.

SIGNED FOR IDENTIFICATION:

SELLER: Estate of Ella Elizabeth Caudle;

Sharon L Stewart
Sharon L. Stewart, Co-executor

12-24-97
DATE

BUYER:

Fred Hanna
Fred Hanna, Mayor

12-22-97
DATE

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared Sharon L. Stewart and Franklin L. Tuck, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are Co-executors of the Ella Elizabeth Caudle and are duly authorized to execute the foregoing instrument for and in the name and behalf of said Estate of Ella Elizabeth Caudle, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 24th day of December, 1997.

Lora I. Strother

Notary Public

MY COMMISSION EXPIRES:

11-03-99

LOLA I. STROTHER
NOTARY PUBLIC
WASHINGTON COUNTY
ARKANSAS

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared Fred Hanna and Traci Paul, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the Mayor and City Clerk of the City of Fayetteville, Arkansas, a municipal corporation, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

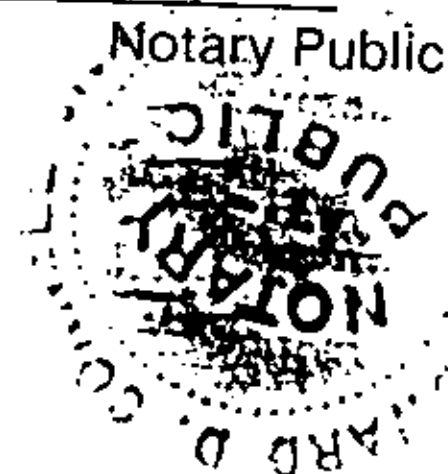
WITNESS my hand and seal on this 22nd day of December, 1997.

Edward D. Connell

Notary Public

MY COMMISSION EXPIRES:

05-01-2000



Valuation Section

Freddie Mac Form 70 6/93

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 77259119

Valuation Section

ESTIMATED SITE VALUE 1.82 Ac. mol. = \$ 16,000		Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): See attached addenda.	
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:			
Dwelling	1,535 Sq. Ft. @ \$ 44.77	= \$ 68,722	
	245 Sq. Ft. @ \$ 42.81	= 10,488	
Appl Pkg/Fireplace/Breezway		= 3,250	
Garage/Carport	306 Sq. Ft. @ \$ 7.00	= 2,142	
Total Estimated Cost New		= \$ 84,602	
Less	Physical	Functional	External
Depreciation	51,971		= \$ 51,971
Depreciated Value of Improvements			= \$ 32,631
As-is Value of Site Improvements	Drive/LndScp		= \$ 1,500
INDICATED VALUE BY COST APPROACH			= \$ 50,131

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	295 Crossover Fayetteville	5688 Huntsville Fayetteville	374 Fletcher Fayetteville	1724 Pittman Fayetteville
Proximity to Subject		2 3/4 Miles East	1 1/4 Miles Northwest	2 Miles Northwest
Sales Price	\$ N/A	\$ 68,000	\$ 74,000	\$ 75,500
Price/Gross Living Area	\$ N/A	\$ 47.72	\$ 46.25	\$ 51.22
Data and/or Verification Source	Inspection	MLS # 97-02084	MLS # 97-02137	MLS # 97-00791
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing Concessions	Cash	Conventional	Conventional	Conventional
	N/A	N/A	N/A	N/A
Date of Sale/Time	5/1/97	5/29/97	4/2/97	
Location	Average	Average	Average	Average
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	1.82 Ac mol	.66 Ac mol	.33 Ac mol	.24 Ac mol
View	Average	Average	Average	Average
Design and Appeal	Rnch/Brk/Avg	Rnch/Sdg/Avg	Rnch/Fr/Avg	Rnch/Fr/Avg
Quality of Construction	Average	Average	Average	Average
Age	A43/E43	A27/E10	A45/E20	A28/E10
Condition	Average	Average	Average	Average
Above Grade	Total Bdrms: Baths	Total Bdrms: Baths	Total Bdrms: Baths	Total Bdrms: Baths
Room Count	7 2 1	5 2 1.5	7 3 2	7 3 2
Gross Living Area	1,535 Sq. Ft.	1,425 Sq. Ft.	1,600 Sq. Ft.	1,474 Sq. Ft.
Basement & Finished Rooms Below Grade	None	None	625	None
Functional Utility	N/A	N/A	N/A	N/A
Heating/Cooling	Typical	Typical	Typical	Typical
Energy Efficient Items	Floor Furnace	CH/CA	Furnace/Atcfn	Furnace/Wndo
Garage/Carport	Typical	Typical	Typical	Typical
Porch, Patio, Deck, Fireplace(s), etc.	1 Car Carport	2 Car Carport	1 Car Carport	2 Car Garage
Fence, Pool, etc.	Pch/Pto	Pch/Pto	Pch/Pto	Pch/Pto
	1 Fireplace	None	1 Fireplace	None
	Prt/Clink	None	None	Prt/Clink
	Excess Strg	Excess Strg	None	Workroom
Net Adj. (total)				
Adjusted Sales Price of Comparable	\$ 17,121	\$ 24,344	\$ 23,995	\$ 23,995
Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): All were adjusted for age, subjects lack of baths, gross living area, and heating/cooling. Additional adjustments were required and are as follows: sale 1 for extra carport, fireplace, and lack of fence, sale 2 for site value, basement, fence, and lack of storage, sale 3 for site value, garage, and lack of fireplace.				

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source, for prior sales within year of appraisal	No Sales	No Sales	No Sales	No Sales
	12 mo. prev.	12 mo. prev.	12 mo. prev.	12 mo. prev.
	Cty Records	Cty Records	Cty Records	Cty Records
Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:				
No current agreement of sale, option or listing of the subject property at this time.				
INDICATED VALUE BY SALES COMPARISON APPROACH \$ 50,000				
INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier N/A = \$ N/A				
This appraisal is made ☒ "as is" ☐ subject to the repairs, alterations, inspections or conditions listed below ☐ subject to completion per plans & specifications.				
Conditions of Appraisal: Appraisal assumes that all utility, mechanical, electrical, and sanitary systems are operating according to code.				
Final Reconciliation: The sales comparison is relied upon for the final estimate of value. The cost approach lends good support. The income approach is not considered applicable as the subject is located in a predominantly owner occupied area.				
The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent (and) limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised 6/93).				
(WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF 7/28/97				
(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 50,000				
APPRaiser:		SUPERVISORY APPRAISER (ONLY IF REQUIRED):		
Signature <i>Rex Allen</i>		Signature <i>Nikki Belote Bradley</i>		
Name Rex Allen Staff Appraiser		Name Nikki Belote Bradley		
Date Report Signed 7/30/97		Date Report Signed 7/30/97		
State Certification #		State Certification # 66756		
Or State License #		Or State License #		
		☒ Did ☐ Did Not Inspect Property		

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 77259119

Property Description

Property Address	295 Crossover	City	Fayetteville	State	AR	Zip Code	72701
Legal Description	PT NW SE & PT SW SE 1.82 A.			County			
Assessor's Parcel No.	765-14292-000	Tax Year	1996	R.E. Taxes \$	633.04	Special Assessments \$	0.00
Borrower	City of Fayetteville	Current Owner	Kenneth Caudle	Occupant:	☐ Owner	☒ Tenant	☐ Vacant
Property rights appraised	☒ Fee Simple	☐ Leasehold	Project Type	☐ PUD	☐ Condominium (HUD/VA only)	HOA \$	N/A /Mo.
Neighborhood or Project Name	N/A	Map Reference	SMSA	Census Tract	101.04		
Sale Price \$	N/A	Date of Sale	N/A	Description and \$ amount of loan charges/concessions to be paid by seller			
Lender/Client	City of Fayetteville	Address 113 West Mountain, Fayetteville AR. 72701					
Appraiser	Rex Allen	Staff Appraiser	Address P.O. Box 389, Fayetteville, AR 72702-0389				

Location	☐ Urban	☒ Suburban	☐ Rural	Predominant occupancy	Single family housing	Present land use %	Land use change
Built up	☐ Over 75%	☒ 25-75%	☐ Under 25%	☒ Owner	PRICE \$ (000)	One family 60	☒ Not likely
Growth rate	☐ Rapid	☒ Stable	☐ Slow	☐ Tenant	AGE (yrs)	2-4 family	☐ In process
Property values	☐ Increasing	☒ Stable	☐ Declining	☐ Vacant (0-5%)	30 Low 1	Multi-family	To:
Demand/supply	☐ Shortage	☒ In balance	☐ Over supply	☐ Vac. (over 5%)	160 High 50+	Commercial 10	
Marketing time	☐ Under 3 mos.	☒ 3-6 mos.	☐ Over 6 mos.		Predominant ?	Vacant 30	

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood boundaries and characteristics: East is Hwy 265, west is Happy Hollow, north is Hwy 45, south is Hwy 16.

NEIGHBORHOOD

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):

Homes show good maintenance. This area would appeal to middle income earners. The subject's style home is popular and projects good market appeal. Close to Happy Hollow Elementary School. Easy access to Highway 265.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):

Market is fairly active at present with buyers showing good interest. Loans are readily available with good competition among lenders. ARM rates are 5.50% plus points. Conventional loan rates are 7.75%. FHA and VA loans are also available.

PUD

Project Information for PUDs (if applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)? ☐ Yes ☒ No

Approximate total number of units in the subject project _____ Approximate total number of units for sale in the subject project _____

Describe common elements and recreational facilities:

SITE

Dimensions	Unknown (survey required)		Topography	Slopes east to west
Site area	1.82 Ac mol	Corner Lot ☐ Yes ☒ No	Size	Average
Specific zoning classification and description	R-1		Shape	Rectangular
Zoning compliance	☒ Legal	☐ Legal nonconforming (Grandfathered use)	Drainage	Adequate
Highest & best use as improved:	☒ Present use	☐ Other use (explain)	View	Average
Utilities	Public	Other	Landscaping	Typical
Electricity	☒		Driveway Surface	Rock
Gas	☒		Apparent easements	Typical Utilities
Water	☒		FEMA Special Flood Hazard Area	☐ Yes ☒ No
Sanitary sewer	☒ Septic		FEMA Zone	X Map Date 2/5/97
Storm sewer	☐		FEMA Map No.	//05143C0115 C

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): Typical of other sites in the area. There were no problems with drainage, etc. observed at the time of inspection.

DESCRIPTION OF IMPROVEMENTS

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
No. of Units	1	Foundation	Conc block	Slab	No	Area Sq. Ft.	None	Roof	☐
No. of Stories	1	Exterior Walls	Brick	Crawl Space	Yes	% Finished	N/A	Ceiling	Unob ☒
Type (Det./Att.)	Detached	Roof Surface	Comp	Basement	None	Ceiling	N/A	Walls	Unob ☒
Design (Style)	Ranch	Gutters & Dwnspts.	Some	Sump Pump	N/A	Walls	N/A	Floor	☐
Existing/Proposed	Existing	Window Type	Stel/SngPyn	Dampness	None obsv	Floor	N/A	None	☐
Age (Yrs.)	43	Storm/Screen	Screens	Settlement	None obsv	Outside Entry	N/A	Unknown	☐
Effective Age (Yrs.)	43	Manufactured House	No	Infestation	None obsv	Typical			
ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths
Basement									
Level 1		1	1	1				2	1
Level 2									
Finished area above grade contains: 5 Rooms; 2 Bedroom(s); 1 Bath(s); 1,535 Square Feet of Gross Living Area									
INTERIOR		HEATING		KITCHEN EQUIP.		ATTIC		AMENITIES	
Floors	Cpt/Vynil/Fair	Type	Space	Refrigerator	☐	None	☐	Fireplace(s) #	1 ☒
Walls	Pnl/Plstr/Fair	Fuel	Gas	Range/Oven	☒	Stairs	☐	Patio	☒
Trim/Finish	PntWd/Fair	Condition	Fair	Disposal	☐	Drop Stair	☒	Deck	☐
Bath Floor	Vynil/Fair	COOLING	Window	Dishwasher	☐	Scuttle	☐	Porch	☒
Bath Wainscot	Tile/Fair	Central		Fan/Hood	☐	Floor	☐	Fence	☐
Doors	StnWd/Fair	Other		Microwave	☐	Heated	☐	Pool	☐
		Condition	Fair	Washer/Dryer	☐	Finished	☐		
Additional features (special energy efficient items, etc.): N/A									

COMMENTS

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: Physical depreciation consisting of water damage, cracks in plaster walls, wholes in floors and roof. Appraiser is unaware of further inspections - termite, survey, radon, etc. but is recommended. Typical depreciation due normal wear and tear.

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property.: Appraiser is not an expert in environmental conditions, however none apparent upon inspection.

General Text Addendum

Comments on cost approach:

Replacement cost is based on data contained in Marshall and Swift Residential Handbook and actual cost quotes from local contractors and builders on file. Depreciation is calculated as follows: 43 years effective age divided by 70 years economic life equals 61.43% depreciation. There are three outbuildings located on the property that are at the end of their economic life. Thus, no contributory value was considered in this appraisal.

DEFINITION OF MARKET VALUE: 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, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

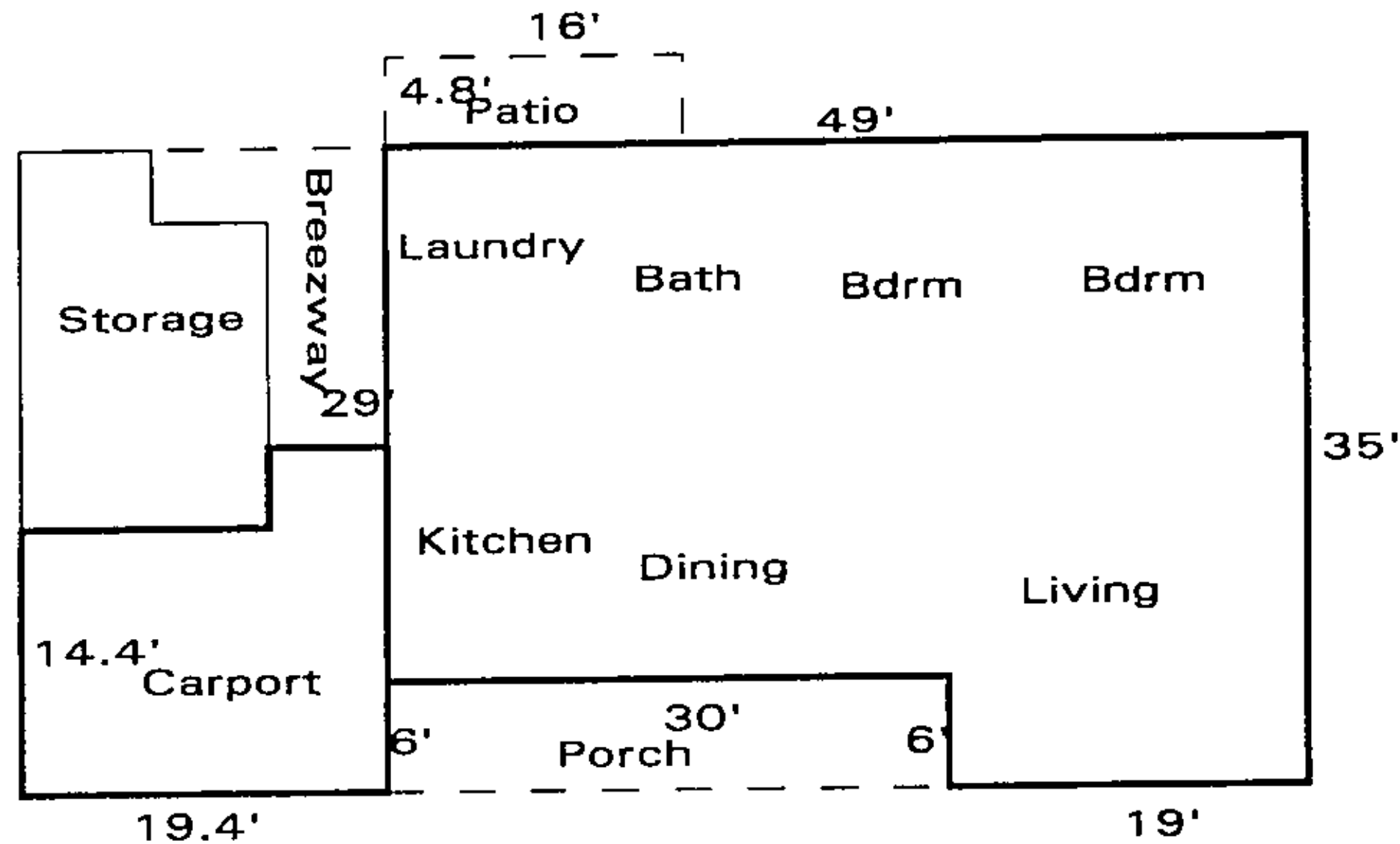
1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

SUBJECT

File No. 77259119

SUBJECT	Property Address	295 Crossover		
	City	Fayetteville	State	AR.
			County	Washington
			Zip Code	72701
	Borrower	City of Fayetteville		
	Lender/Client	City of Fayetteville		

IMPROVEMENTS SKETCH



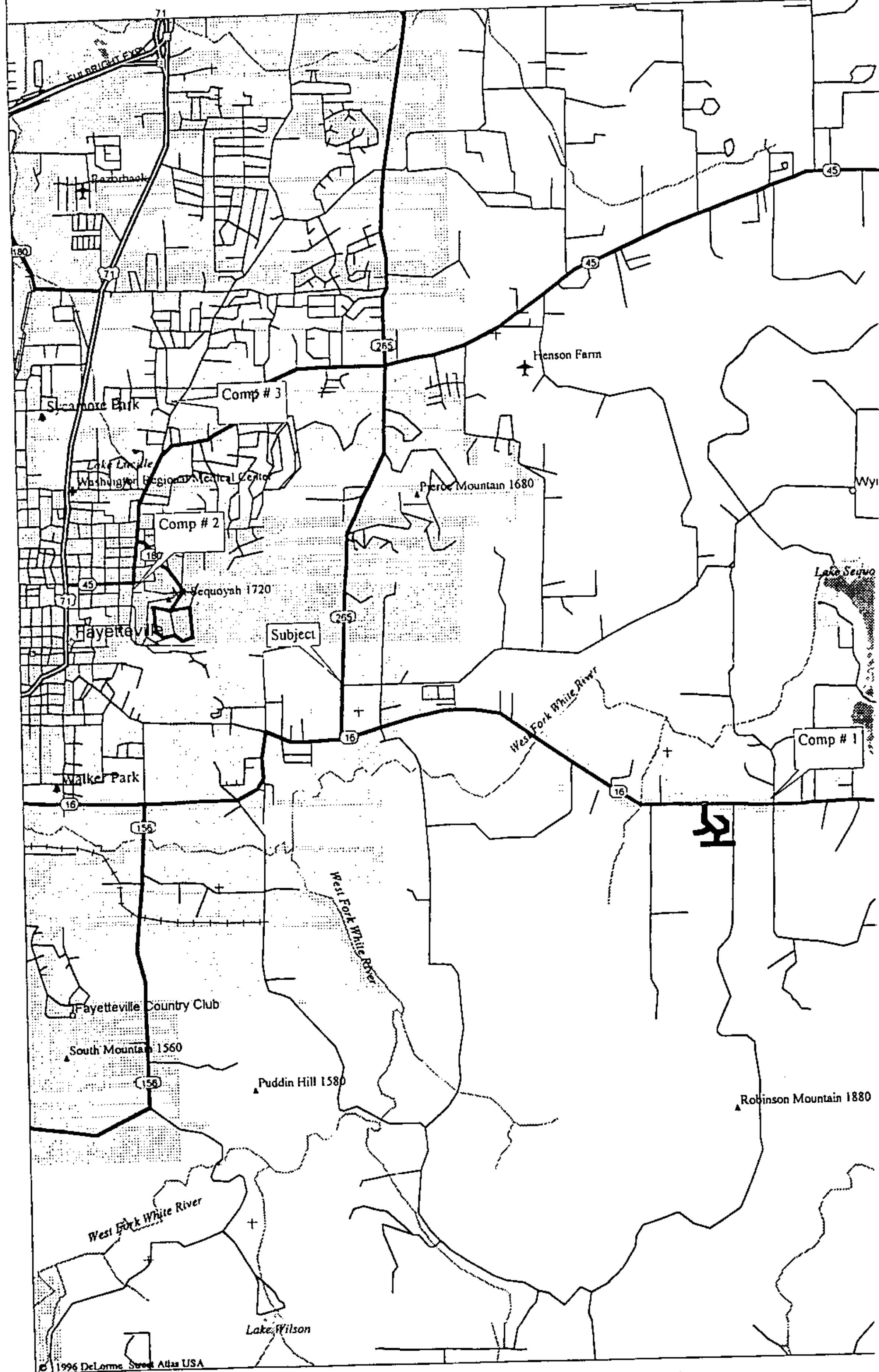
SCALE: 1 inch = 12.00 feet

AREA CALCULATIONS

AREA CALCULATIONS SUMMARY			
Area	Name of Area	Size	Totals
GLA1	First Floor	1535.00	1535.00
P/P	Porch	180.00	
	Patio	76.80	
	Breezway	127.09	383.89
GAR	Carport	306.45	306.45
OTH	Storage	245.46	245.46
TOTAL LIVABLE (rounded)			1535

LIVING AREA CALCULATIONS			
Breakdown			Subtotals
49.00	X	35.00	1715.00
-30.00	X	6.00	-180.00
			1535

Location Map



Subject Photo Page

Borrower/Client	City of Fayetteville		
Property Address	295 Crossover		
City	Fayetteville	County	Washington
		State	AR.
Lender	City of Fayetteville		
		Zip Code	72701



Subject Front

295 Crossover
Sales Price N/A
Gross Living Area 1,535
Total Rooms 5
Total Bedrooms 2
Total Bathrooms 1
Location Average
View Average
Site 1.82 Ac mol
Quality Average
Age A43/E43



Subject Rear



Subject Street

Comparable Photo Page

Borrower/Client	City of Fayetteville			
Property Address	295 Crossover			
City	Fayetteville	County	Washington	State AR.
Lender	City of Fayetteville			
			Zip Code	72701



Comparable 1

5688 Huntsville
 Prox. to Subject
 Sale Price 68,000
 Gross Living Area 1,425
 Total Rooms 5
 Total Bedrooms 2
 Total Bathrooms 1.5
 Location Average
 View Average
 Site .66 Ac mol
 Quality Average
 Age A27/E10



Comparable 2

374 Fletcher
 Prox. to Subject
 Sale Price 74,000
 Gross Living Area 1,600
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 2
 Location Average
 View Average
 Site .33 Ac mol
 Quality Average
 Age A45/E20



Comparable 3

1724 Pittman
 Prox. to Subject
 Sale Price 75,500
 Gross Living Area 1,474
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 2
 Location Average
 View Average
 Site .24 Ac mol
 Quality Average
 Age A28/E10

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

Budget Year 1998	Department: Sales Tax Capital Improvement Fund Division: Program:	Date Requested 12/29/97	Adjustment #
---------------------	---	----------------------------	--------------

Project or Item Requested:
Funding is requested for right of acquisition for HWY. 265 widening project.

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

Justification of this Increase:
The HWY. 265 ROW Project is a 1997 project that remains active. This budget adjustment is needed to reinstate funds that expired at year end. The remaining funding for this project will be incorporated in a comprehensive budget adjustment request to be submitted at a later date.

Justification of this Decrease:
Sufficient cash & investments exist to fund this request and meet planned expenditures for the fund.

Increase

Account Name	Amount	Account Number	Project Number
Easements	50,000	4470 9470 5810 00	94083

Decrease

Account Name	Amount	Account Number	Project Number
Use of Fund Balance	50,000	4470 0947 4999 99	

Approval Signatures

Requested By

Steph Davis
Budget Coordinator

12/29/97

Department Director

BCM
Admin. Services Director

12/30/97

Mayor

C:\APP\98BUD\BUDGET\HWY265BA.WK3

Budget Office Use Only

Type:

A B C D E F

Date of Approval

Posted to General Ledger

Entered in Category Log

Budget Office Copy

STAFF REVIEW FORM

X AGENDA REQUEST
 CONTRACT REVIEW
X GRANT REVIEW

For the Fayetteville City Council meeting of January 6, 1998

FROM:

Richard L. Watson
 Name

Police
 Division

Drug Enforcement
 Department

ACTION REQUIRED:

Approve the application for a continuation of the federal grant to support the Fourth Judicial District Drug Task Force and a funding resolution in the amount of \$42,247.00.

COST TO CITY:

\$ 42,247.00
 Cost of this Request

\$ 47,400.00
 Category/Project Budget

Trans. to Drug Enforcement
 Category/Project Name

1010-2900-7602.93
 Account Number

\$ -0-
 Funds Used To Date

Support Services
 Program Name

N/A
 Project Number

\$ 47,400.00
 Remaining Balance

General Fund
 Fund

BUDGET REVIEW: XX Budgeted Item Budget Adjustment Attached

Steph Davis 12/30/97
 Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: Edward Byrne Memorial
State and Local Law
Enforcement Assistance

Marilyn J. Chamer
 Accounting Manager

12-30-97
 Date

ADA Coordinator

Date

E. L. Du
 City Attorney

12-30-97
 Date

Yolanda Fields
 Internal Auditor

12-30-97
 Date

P. Vice
 Purchasing Officer

12-30-97
 Date

STAFF RECOMMENDATION:

Adopt resolution funding the City's share of the Fourth Judicial District Drug Task Force and allow the Mayor to apply and accept the 1998/99 grant.

Division Head

Date

Cross Reference

Richard L. Watson
 Department Director

12-30-97
 Date

New Item: Yes No

Administrative Services Director

Date

Prev Ord/Res #:

Mayor

Date

Orig Contract Date:



FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

POLICE DEPARTMENT

M E M O R A N D U M

TO: Mayor Fred Hanna and Members of the City Council
FROM: Richard L. Watson, Chief of Police *R. Watson*
DATE: December 30, 1997
SUBJECT: *1998 Funding for the Continuation of the Drug Task Force*

The City of Fayetteville Police Department is requesting approval of the 1998/1999 Federal Grant Request as attached and the resolution providing matching funds of \$42,247.00.

Fayetteville has been the lead agency on the Federal Grant Application. As the lead agency, Fayetteville is responsible for meeting all of the federal grant accounting compliances, filing quarterly reports on both the activities and the financial status of the DTF, completing end of year close out reports for the DTF and submitting a financial audit of the fund.

The DTF's main objective continues to be combatting organized crime/narcotics by starting with street level dealers and working up to the main source of the drugs.

APPLICATION FOR
FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: <i>Application</i> ☐ Construction ☒ Non-Construction		2. DATE SUBMITTED 01/14/98		Applicant Identifier DLEP 97-39	
<i>Preapplication</i> ☐ Construction ☐ Non-Construction		3. DATE RECEIVED BY STATE		State Application Identifier	
		4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier DLEP 97-39	

5. APPLICANT INFORMATION Legal Name: City of Fayetteville, Arkansas		Organizational Unit Fayetteville Police Department	
Address (give city, county, state, and zip code): 113 W. Mountain St. Fayetteville Washington County, AR 72701		Name and telephone number of the person to be contacted on matters involving this application (give area code) Judy Cohea, Fiscal Officer (501) 587-3510	

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 7 1 — 6 0 1 8 4 6 2		7. TYPE OF APPLICANT: (enter appropriate letter in box) C	
8. TYPE OF APPLICATION: ☐ New ☒ Continuation ☐ Revision If Revision, enter appropriate letter(s) in box(es): ☐ ☐ A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify): _____		A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify): _____	
		9. NAME OF FEDERAL AGENCY: U. S. Department of Justice Bureau of Justice Assistance	

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 1 6 — 5 7 9 TITLE: Edward Byrne State and Local Law Enforcement Assistance & Formula Grant		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Organized Crime/ Narcotics Program Multi-Jurisdictional Drug Task Force	
12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): Washington and Madison Counties, Arkansas			

13. PROPOSED PROJECT: Start Date: 04/01/98 Ending Date: 03/31/99		14. CONGRESSIONAL DISTRICTS OF: <table style="width:100%;"> <tr> <td style="width:50%;">a. Applicant Third Congressional District</td> <td style="width:50%;">b. Project Third Congressional District</td> </tr> </table>		a. Applicant Third Congressional District	b. Project Third Congressional District
a. Applicant Third Congressional District	b. Project Third Congressional District				

15. ESTIMATED FUNDING: <table style="width:100%;"> <tr> <td style="width:30%;">a. Federal</td> <td style="width:70%;">\$ 234,362.00⁰⁰</td> </tr> <tr> <td>b. Applicant</td> <td>\$.00</td> </tr> <tr> <td>c. State</td> <td>\$.00</td> </tr> <tr> <td>d. Local</td> <td>\$ 78,121.00⁰⁰</td> </tr> <tr> <td>e. Other</td> <td>\$.00</td> </tr> <tr> <td>f. Program Income</td> <td>\$.00</td> </tr> <tr> <td>g. TOTAL</td> <td>\$ 312,483.00⁰⁰</td> </tr> </table>		a. Federal	\$ 234,362.00 ⁰⁰	b. Applicant	\$.00	c. State	\$.00	d. Local	\$ 78,121.00 ⁰⁰	e. Other	\$.00	f. Program Income	\$.00	g. TOTAL	\$ 312,483.00 ⁰⁰	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE 01/14/98 b. NO. ☐ PROGRAM IS NOT COVERED BY E.O. 12372 ☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
a. Federal	\$ 234,362.00 ⁰⁰																
b. Applicant	\$.00																
c. State	\$.00																
d. Local	\$ 78,121.00 ⁰⁰																
e. Other	\$.00																
f. Program Income	\$.00																
g. TOTAL	\$ 312,483.00 ⁰⁰																

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? ☐ Yes If "Yes," attach an explanation. ☐ No			
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18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN ONLY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED					
a. Typed Name of Authorized Representative Fred B. Hanna		b. Title Mayor		c. Telephone number (501) 575-8330	
d. Signature of Authorized Representative			e. Date Signed 01/08/98		

ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF INTERGOVERNMENTAL SERVICES

REQUEST FOR FUNDING
DRUG LAW ENFORCEMENT PROGRAM

FORM IGS 1
GENERAL PROJECT INFORMATION

1. Applicant Agency: Fayetteville Police Department
Address: P.O. Box 1988, Fayetteville, AR 72702-1988
2. Project Director: Lieutenant Tim Helder Tele# (501) 587-3500 Fax# (501) 587-3522
Address: P.O. Box 1988 Fayetteville, AR 72702-1988
3. Fiscal Officer : Judy Cohea Tele# (501) 587-3510 Fax# (501) 587-3522
Address: P.O. Box 1988, Fayetteville, AR 72702-1988
4. Project Period : From April 1, 1997 To March 31, 1998
5. Federal Purpose Number: 2 Approved Program Brief Title Organized Crime/Narcotics (OC/N)
6. Identify Counties and/or Cities in Which Program Will Operate: Washington and Madison Counties, Arkansas
7. If the Project is Multi-County/City indicate the Contracting Applicant Agency
City of Fayetteville Police Department
Washington County Sheriff, University of AR/Fayetteville,
Other Involved Agencies Cities of Fayetteville, Springdale, Prairie Grove, Johnson
Lincoln, West Fork, Elm Springs, Greenland, Farmington, Elkins & 4th Judicial Prosecutor
8. Population or Clients to be Served 153,527
9. This Program will be a New Activity, Enhancement of Existing
Activities, or X Continuation of Project # 97-39 Ending Date 03/31/98
10. Federal Funds Requested \$ 234,362.00 State Match \$
Local Match \$ 78,121.00 Total \$ 312,483.00
11. Prior 12 Month Budget for the Service or Activity \$312,555.00
12. Source of Matching Funds Individual participating agencies have appropriation
documents to be included.
13. Project Summary Continue the multi-jurisdictional Task Force with a five member
Control Group representing all law enforcement agencies in Washington County.
Target major narcotics distributors with an emphasis on methamphetamine dealers
and manufacturers Also, continue to maintain a data base of drug related information
recieved from all law enforcement agencies in Washington and Madison counties
and to provide this information when requested.

EXPENDITURE JUSTIFICATION

FOURTH JUDICIAL DISTRICT DTF

Proposed expenditures of federal funds for personnel, hardware, and/or equipment as necessary and incidental to the project:

PERSONNEL;

Salary and benefit expenses are the major use of DLEP funding. Personnel will be employed only in task force investigative projects and activities. Funds for personnel are a critical element to meet the objectives of the program.

With the continuation of the federal grant this will allow the agencies of the Fourth Judicial District to maintain the Drug Task Force. The task force has four certified officers and one sergeant funded by this grant. These officers are supported by one secretary assigned through the Fayetteville Police Department. This grant also included a fiscal officer at forty percent of a full time employee to handle the financial portion of the grant.

HARDWARE:

Material and supplies detailed in Form IGS2-B under the categories of "Maintenance and Operations" are broken down into individual line items. These items will be used to continue the operations with the office as it is set up.

EQUIPMENT:

N/A

PERSONNEL

Fayetteville Police Department

	\$				
Sergeant (12 Mos. @ 2,494 per mo.)	22,446	0	7,482	29,928	
Investigator (12 Mos. @ 2,352 per mo.)	21,168	0	7,056	28,224	
Fiscal Officer (12 Mos. @ 40% 1,303 per mo.)	11,735	0	3,912	15,647	
Secretary (12 Mos. @ 1,350 per mo.)	12,150	0	4,050	16,200	
Overtime (all FPD Personnel)	11,250	0	3,750	15,000	

Springdale Police Department

Investigator (12 Mos. @ 2,143 per mo.)	19,289	0	6,430	25,719	
Overtime	6,525	0	2,175	8,700	
Clothing Allowance	450	0	150	600	

University of Arkansas

Investigator (12 Mos. @ 2,075 per mo.)	18,675	0	6,225	24,900	
Overtime	2,000	0	667	2,667	

Rural Agencies

Investigator (12 Mos. @ 1,776 per mo.)	15,984	0	5,328	21,312	
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Fringe Benefits

Fayetteville Police Department

Health Insurance	6,898	0	2,299	9,197	
Long term disability	310	0	103	413	
Life Insurance	462	0	154	616	
FICA	2,671	0	890	3,561	
Retirement	7,377	0	2,459	9,836	

Springdale Police Department

Health Insurance	2,457	0	819	3,276	
FICA	1,975	0	658	2,633	
Retirement	2,504	0	835	3,339	
Workers' Compensation	738	0	246	984	

University of Arkansas

Benefits	3,660	0	1,220	4,880	
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Rural Agencies

Health Insurance	1,620	0	540	2,160	
Retirement	1,755	0	585	2,340	
Workers' Compensation	540	0	180	720	

(Sub-total Personnel)

	174,639	0	58,213	232,852	
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MAINTENANCE AND OPERATIONS

Fayetteville

	Source of Funds			Total
	Federal	State	Local	
Office supplies	2,031	0	677	2,708
Postage	406	0	135	541
Alarm service	558		186	744
Office rent	1,265	0	422	1,687
Telephone (office & cellular)	5,000	0	1,667	6,667
Insurance	2,345	0	782	3,127
Office machine maintenance	900	0	300	1,200
Electronic equipment repair	813	0	271	1,084
Pagers	1,833	0	611	2,444
Vehicle maintenance	2,419	0	806	3,225
Batteries	300	0	100	400
Gas & oil	2,750	0	917	3,667
Seizure expense (towing)	203	0	68	271

Springdale

Telephone (Office & Cellular)	1,604	0	535	2,139
Office rent	1,375	0	458	1,833
Vehicle expense	500	0	167	667
Insurance	204	0	68	272
Gas & oil	1,463	0	488	1,951

	Source of Funds		
	Federal	State	Local
University of Arkansas			
Telephone	522	0	174
Office supplies	51	0	17
Insurance	187	0	62
Pager rental	162	0	54
Gas & Oil	900	0	300
Vehicle Maintenance	300	0	100
Rural			
Telephone (Office & Cellular)	1,502	0	501
Office rent	1,375	0	458
Vehicle expense	1,500	0	500
Insurance	179	0	60
Gas & oil	1,463	0	488
Sub-total Maintenance and Operations	34,110	0	11,370

TRAVEL

Fayetteville	500	0	167
Springdale	750	0	250
University of Arkansas	563	0	188
Rural	300	0	100
Sub-total Travel	2,113	0	704

CONFIDENTIAL

Fayetteville	8,950	0	2,983
Springdale	5,400	0	1,800
University of Arkansas	3,750	0	1,250
Rural	5,400	0	1,800
Sub-total Confidential Funds	23,500	0	7,833

Total

\$ 234,362	\$ 0	\$ 78,121	\$ 312,483
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CERTIFICATION OF TIME AND EFFORT

As chief executive officer of the applicant government or agency for the attached Drug Law Enforcement Program subgrant, I hereby certify that:

- (1) All persons employed as regular employees of the applicant and paid from grant and/or grant matching funds will provide full services to the grant funded project in concert with their status (full-time, part-time, etc.) and the salary paid from grant and/or grant matching funds. All such employees will routinely prepare and submit to the employing agency for retention a statement of hours worked which are chargeable to the grant and/or grant matching funds. Such time statements will be signed by the employee and verified by his/her supervisor.
- (2) All persons working under contract with the subgrantee, who is paid from grant and/or grant matching funds, and who is providing services to the grant funded project will be required to execute a formal contract for services that specifies (a) the work to be performed; (b) the location(s) of such work; (c) the rate and frequency of payments to the contractor; (d) the availability of the contractor to the contracting agency; (e) the provision of workspace, equipment, supplies and assistance to the contractor; (f) a method for the routine reporting of progress and accomplishments; (g) tax liabilities and tax reporting requirements of both the contractor and the contracting agency; and (h) any other provision necessary for a clear statement of mutual contractual obligations.

Signature of Authorized Agency Representative

(Date)

Fred B. Hanna

(Typed Name)

Mayor

(Title)

113 W. Mountian Street

(Address)

Fayetteville, Arkansas 72701

(501) 575-8330

(Telephone Number)

AUDIT CERTIFICATION
(For Applicants Not Using Federal Grant Funds To Pay For Audit Costs)

The Drug Control and System Improvement Program (Drug Law Enforcement Program) requires all grants made under the authority of the program are to be audited under the provisions of state and federal law. Subgrantees receiving funds through this program are allowed to budget federal grant funds to pay for audit costs, or audit costs may be paid from external sources. For this subgrant, the applicant has chosen not to use federal funds for the purpose of paying audit costs.

Therefore, as chief executive officer of the applicant government or agency for the attached Drug Law Enforcement Program subgrant, I hereby certify that the applicant government or agency will pay for all audit costs resulting from the state and federal audit requirement attached to this program. Such costs will be paid from sources other than the federal and/or matching funds allocated to this program.

Signature of Authorized Agency Representative

(Date)

Fred B. Hanna

(Typed Name)

Mayor

(Title)

113 West Mountain Street

(Address)

Fayetteville, Arkansas 72701

(501) 575-8330

(Telephone Number)

FORM IGS-3

PROJECT NARRATIVE

DRUG LAW ENFORCEMENT PROGRAM

GOALS AND OBJECTIVES

Continue operations of a multi-jurisdictional drug law enforcement task force to remove specifically targeted major organized crime narcotics trafficking conspiracies and offenders through investigation, arrest, prosecution, and conviction.

Objectives

1. Continue to incorporate major drug investigations in the Washington and Madison County area into a single and collective investigative effort executed by a "Control Group" of local law enforcement agencies supported with federal funding.
2. Increase the number of arrests and prosecution of drug offenders who operate in the general Northwest Arkansas area by three percent.
3. Maintain the probability of criminal and civil forfeitures in drug convictions. This is based on the efforts in objective number four.
4. Increase investigation of the Mexican connection in the Methamphetamine trafficking.
5. Create a system to collect photographs and personal information of all Methamphetamine suspects identified tied to the Mexican drug trafficking

Critical Elements

Target Selection

The Control Group will give guidance and make recommendations to the DTF as to individual targets for investigative projects. Special consideration will be given to the probability of a successful arrest, prosecution, and criminal and civil forfeitures.

Drug offenses will be targeted by the Control Group as the group determines the most prevalent and readily available drugs in their area. The Task Force will also take into consideration the types of drugs which contribute to other criminal behavior. In this area those drugs are methamphetamine, crack, cocaine, and

marijuana.

Case and Resource Assignment

The Control Group will name an Operations Coordinator to assign cases. The coordinator will report on a monthly basis to the control group so this activity can be closely monitored. Also on a monthly basis the Control Group receives a financial report from the Fiscal Officer.

Case Monitoring

The Operations Coordinator reviews all intelligence information received in the office. This information is gathered from all other law enforcement agencies in our area, as well as citizens calling in information. He assigns follow-up on intelligence based on the location of the criminal activity and the experience of the officer to handle the case. He also monitors the case through-out the process. All open cases are updated with a status form every sixty days until case is closed by arrest. This procedure prevents cases from being lost in the shuffle and not prosecuted on a timely basis.

FORM IGS 3-A
PROJECT NARRATIVE
IMPLEMENTATION PLAN
DRUG LAW ENFORCEMENT PROGRAM
FOURTH JUDICIAL DISTRICT DTF

WORK ITEM #1

Projected Completion Date:

03-31-99

Organization and Implementation

Maintaining and updating of the Internal Operating Procedures Manual as needed

Maintain budgetary procedures to track multi-agency expenditures

Maintain computer software which tracks Drug Offender/Distributor Intelligence Files

WORK ITEM #2

Projected Completion Date:

03/31/99

Maintain a uniform Drug Offender/Distributor Intelligence File

- ◆ Members of the DTF will continue to update the multi-jurisdictional profile classification of area drug offenders by compiling drug intelligence records from their individual agencies into a central file.
- ◆ The file will be separated into a biographic index and a location index. Drug intelligence reports will be analyzed to assess the status of criminal activity of major drug conspirators and their associates. The Control Group will identify major drug distributors and conspiracy targets based on an analysis of information and evidence located in the central file.
- ◆ Continue to utilize the intelligence files maintained by the Regional Organized Crime Information Center and share our intelligence files by downloading into ROCIC's computer.
- ◆ Establish a separate file to gather information and photographs of Methamphetamine dealers connected to the Mexican distribution ring.

FORM IGS 3-A
PROJECT NARRATIVE
IMPLEMENTATION PLAN
DRUG LAW ENFORCEMENT PROGRAM
FOURTH JUDICIAL DISTRICT DTF

Work Item #3	Projected Completion Date:	03/31/99
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Intelligence

- Using information obtained from the files maintained in Work Item #2, a strategy of undercover operations will be developed to successfully investigate, arrest, and prosecute the identified target(s). Specific targets will be identified and the Control Group will review and make recommendations.
- Conduct "buys" and "stings" to build cases
- Begin making arrests

Work Item #4	Projected Completion Date:	03/31/99
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PROSECUTION

- Present completed cases to prosecuting attorney's office
- Present evidence and testimony

Work Item #5	Projected Completion Date:	03/31/99
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- Complete project activities
- Control Group to review and evaluate project activities
- Begin sub-grant closeout procedures

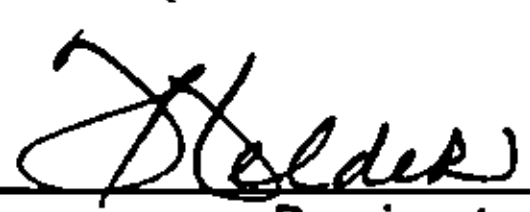
FORM IGS 3-B
PERFORMANCE INDICATORS

The following Performance Indicators will be used:

1. Number of criminal subjects identified
2. Number of instances of inter-agency information exchange
3. Number of criminal activity reports under investigation, by type
4. Number of arrests
5. Number of cases which inturn identified the next higher level of the narcotics organization
6. Number of convictions
7. Lengths of sentences
8. Amount of fines and forfeitures ordered
9. Any additional information to gauge performance

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the "State of Arkansas Drug Law Enforcement Subgrant Procedures and Financial Management Guidelines."

Date: 12/30/97 Signature: 
Project Director

PROCEDURES--Each project agency authorized to disburse confidential funds must develop and follow internal procedures which incorporate the elements detailed in Chapter 4 of the Guidelines Manual referenced above. Prior approval is required to deviate from these elements.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Fred B. Hanna, Mayor

Name and Title of Authorized Representative

Signature

Date

City of Fayetteville

Name of Organization

113 West Mountain Street, Fayetteville, Arkansas 72701

Address of Organization



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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Debarment, Suspension, Ineligibility and Voluntary Exclusion
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Fred B. Hanna, Mayor

Name and Title of Authorized Representative

Signature

Date

City of Fayetteville

Name of Organization

113 West Mountain Street, Fayetteville, Arkansas 72701

Address of Organization



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Drug-Free Workplace Requirements Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the January 31, 1989 *Federal Register*, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or governmentwide suspension or debarment (see 28 CFR Part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about —
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will —
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted —
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code):

City of Fayetteville	Application Number
Organization Name	
Fred B. Hanna, Mayor	
Name and Title of Authorized Representative	
Signature	Date

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1592, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) if any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall check here _____ and complete and submit Standard form # LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Name and Address of Organization

Fred B. Hanna

Signature, Date, and Typed
Name of Authorized Individual

STATE OF ARKANSAS
DRUG LAW ENFORCEMENT SUBGRANTS
CERTIFIED ASSURANCES
Page 1 of 3

1. The applicant assures that federal drug law enforcement funds made available under the Anti-Drug Abuse Act will not be used to supplant state and local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for drug law enforcement activities;
2. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Bureau of Justice Assistance and the Department of Finance and Administration shall prescribe shall be provided to assure fiscal control, proper management, and effective disbursement of funds received under the Act;
3. The applicant assures that it shall maintain such data and information and submit the prescribed reports in the prescribed formats and the prescribed times as the Bureau of Justice Assistance and the Department of Finance and Administration may require;
4. The applicant assures that at the end of each fiscal federal year that the project is in force, and at the end of the project period, it will submit a performance report to the Department of Finance and Administration in a manner to be prescribed;
5. The applicant certifies that the program contained in this application meets all the requirements, and that all the information is correct, and that the applicant will comply with all provisions of the Anti-Drug Abuse Act of 1986 and all other applicable state and federal laws;
6. The applicant assures that before any budgetary or programmatic amendment is made to an approved program, it will submit such an amendment to the Department of Finance and Administration for review;
7. The applicant assures that it will comply, and all its subgrantees and contractors will comply, with the non-discrimination requirements of the Justice Assistance Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;
8. The applicant assures that in the event a Federal or state court or Federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights Compliance (OCRC) of the Office of Justice Programs;

STATE OF ARKANSAS
DRUG LAW ENFORCEMENT SUBGRANTS
CERTIFIED ASSURANCES
Page 2 of 3

9. The applicant assures that if it is required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301, et. seq., it should submit a certification to the state that it has a current EEOP on file which meets the requirements therein;
10. The applicant assures that it will comply with the provisions of the Department of Finance and Administration's "Drug Law Enforcement Subgrant Procedures and Financial Management Guidelines";
11. The applicant assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 11, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Flood plain Management and Wetland Protection Procedures;
12. The applicant assures that in addition to all other audit requirements, it will allow the Division of Legislative Audit or any other independent or internal auditors of the Department of Finance and Administration to have access to the applicant's records and financial statements;
 - (A) as may be necessary for the Department of Finance and Administration to comply with the Single Audit Act of 1984, OMB Circular A-128, and other rules and/or regulations governing financial accounting and auditing guidelines, principles, and procedures; and
 - (B) as may be requested by the Department of Finance and Administration to comply with any State or local government rules and/or regulations;
13. The applicant assures that it will fully participate in the compilation of statistical information as required by state agencies, i.e., providing complete finger print arrest information;
14. The applicant assures that both federal and matching funds used for this project will be used exclusively to support defined drug law enforcement activities, and will not be used to support any general purpose law enforcement or other activity maintained by the applicant;
15. The applicant assures that if the grant funds are used to support a Drug Task Force, the Task Force Board of Directors or 'Control Group' will hold regularly scheduled meetings at least monthly, and will provide the State Drug Director with copies of the agenda and minutes of each meeting;

STATE OF ARKANSAS
DRUG LAW ENFORCEMENT SUBGRANTS
CERTIFIED ASSURANCES
Page 3 of 3

16. The applicant assures that if grant funds are used to support a Drug Task Force, the Task Force Administrator and the Board of Directors will develop and/or maintain a detailed policy and procedures manual for the guidance of task force operations.
17. The applicant assures that all proposals for out of state travel for conference and training will be submitted to the Arkansas Alcohol and Drug Abuse Coordinating Council for approval prior to any expense being incurred.

CERTIFICATION

I certify that the program proposed in this application meets applicable requirements of the Anti-Drug Abuse Act, that all the information presented is correct, and that the applicant will comply with the provisions of the Act and all other applicable federal laws and applicable state laws and regulations.

(Signature of Authorized Agency Representative)

(Date)

Fred B. Hanna

(Typed Name)

Mayor

(Title)

City of Fayetteville

(Address)

113 West Mountain, Fayetteville, AR 72701

(501) 575-8330

(Telephone Number)

CERTIFICATION REGARDING QUARTERLY REPORTING
OF PROGRAM INCOME AND EXPENDITURES

By acceptance of this grant provided through the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (Drug Law Enforcement Program) I certify the following:

- 1) I will prepare and submit information, in a form prescribed by the Law Enforcement Committee of the Arkansas Alcohol and Drug Abuse Coordinating Council and the Department of Finance and Administration, regarding program income made available to the grant funded project for its use. Program income and expenditures from program income will be shown for each source of such income and each item of expenditure. Program income reports will be transmitted to the Department of Finance and Administration by the 15th day of the month following the end of each calendar quarter.

Fred B. Hanna

Printed Name

Mayor

Title

Signature

Date

CERTIFICATION OF EMPLOYMENT OF QUALIFIED PERSONNEL

By acceptance of this grant provided through the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (Drug Law Enforcement Program) I certify the following:

- 1) All personnel employed on a salaried or contractual basis, and who function as law enforcement personnel under my authority for the purposes identified in this grant will be currently certified by the Arkansas Law Enforcement Training Academy, are in training at the Arkansas Law Enforcement Training Academy, or have applied and are awaiting admission to the Academy.

For those personnel who are not certified and who are awaiting admission to the Academy, I agree to their participation in training activities designated as mandatory pre-Academy training by the Law Enforcement Committee of the Arkansas Alcohol and Drug Abuse Coordinating Council.

- 2) All personnel other than attorneys and law enforcement officers who are employed for purposes identified in this grant and who are paid from grant or grant matching funds have been determined to be qualified for the position they hold, based on my review of their education, training and experience.

Fred B. Hanna

Printed Name

Mayor

Title

Signature

Date

CERTIFICATION REGARDING MANDATORY ATTENDANCE
AT DESIGNATED TRAINING EVENTS SPONSORED BY THE
ARKANSAS ALCOHOL AND DRUG ABUSE COORDINATING COUNCIL

By acceptance of this grant provided through the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (Drug Law Enforcement Program), I agree that Law Enforcement personnel who work under my authority for purposes identified in the grant, and who are paid in part or in full from federal grant funds or state or local grant matching funds will attend training programs which are developed and sponsored by the Law Enforcement Committee of the Arkansas Alcohol and Drug Abuse Coordinating Council. The Department of Finance and Administration will inform me of the dates, times, places and the nature of any such training designated as mandatory by the Law Enforcement Committee.

Fred B. Hanna

Printed Name

Mayor

Title

Signature

Date

CERTIFICATION OF COMPLIANCE WITH FAIR LABOR STANDARDS ACT

As the contracting official for a grant awarded by the Arkansas Alcohol and Drug Abuse Coordinating Council through the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (Drug Law Enforcement Program), I agree to comply with the provisions of the federal Fair Labor Standards Act regarding the preparation and retention of time and attendance records affecting persons employed through financial assistance provided by this grant.

I am aware that this grant provides only for the payment of regular salaries and fringe benefits for positions shown in Attachment 'A' of the grant award. Consequently, by acceptance of that grant award, I assume full responsibility for any compensatory time allowance or overtime pay obligations for persons employed within the project funded by this grant, except for the amounts included on the IGS2B form.

Fred B. Hanna

Printed Name

Mayor

Title

Signature

Date

CONFLICTS OF INTEREST

Personnel and other officials connected with federally-funded programs shall adhere to the following requirements:

ADVICE. No official or employee of a State or unit of local government or a non-governmental recipient/subrecipient shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, award, cooperative agreement, claim, controversy, or other particular matter in which award funds (including program income or other funds generated by Federally-funded activities) are used, where to his/her knowledge, he/she or his/her immediate family, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment has a financial interest or less than an arms-length transaction.

APPEARANCE. In the use of federal project funds, officials or employees of State or local units of government and non-governmental recipient/subrecipients shall avoid any action which might result in, or create the appearance of:

- Using his or her official position for private gain;
- Giving preferential treatment to any person;
- Losing complete independence or impartiality;
- Making an official decision outside official channels; or
- Affecting adversely the confidence of the public in the integrity of the government or the program.

Certification

As a potential subgrantee of federal funds through the Edward Byrne Memorial State and Local Law Enforcement Formula Grant Program, I certify that I have read, understand and agree to comply with the above provisions regarding conflicts of interest.

Fred B. Hanna

Typed Name

Signature

Mayor City of Fayetteville

Organization

Date

RESOLUTION NO. _____

A RESOLUTION MAKING THE NOMINATING COMMITTEE A
COMMITTEE OF THE WHOLE OF THE FAYETTEVILLE CITY
COUNCIL.

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

Section 1. That the Nominating Committee is hereby made a committee of the whole
of the Fayetteville City Council.

PASSED AND APPROVED this _____ day of _____, 19____.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Traci Paul, City Clerk