

AGENDA

FAYETTEVILLE CITY COUNCIL MEETING JULY 21, 1998

A meeting of the Fayetteville City Council will be held on July 21, 1998 at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

NOMINATING COMMITTEE REPORT

I. CONSENT AGENDA

- A. APPROVAL OF MINUTES:** Approval of minutes from July 7, 1998 meeting.
- B. MOBILE DATA EQUIPMENT:** A resolution awarding a contract to Communication Specialist in the amount of \$104,304.00 for mobile data equipment for use in vehicles and at the tower site.
- C. PLAINVIEW STREET EXTENSION:** A resolution approving a construction contract with Jerry Sweetser, Inc. in the amount of \$146,339.00 for the Plainview Street Extension Project. Also the related budget adjustment, and total project contingency amount of \$21,950.00 (15%).
- D. COPY MACHINES:** A resolution approving a contract with Xerox Corporation to lease three copy machines to replace existing copy machines currently under lease from Xerox.
- E. YOUTH CENTER:** REMOVED FROM CONSENT AGENDA. Item is now item H under New Business.
- F. OFF-LOADING FACILITY:** A resolution approving an agreement with McGoodwin, Williams, and Yates in the amount of \$26,867 for engineering services required to construct an off-loading facility for the compartmentalized recycling trucks.
- G. TARGET AREA:** A resolution approving Change Order #1 in the amount of \$186,424.06 to amend the contract with Jerry Sweetser, Inc. for street and associated improvements in the Community Development Target Area.
- H. AIRPORT LIGHTING:** A resolution approving an amendment to the contract with Garver and Garver Engineers in the amount of \$95,150.06 for the design and supervision of the airfield lighting rehabilitation

- I. **HIGHWAY 265:** A resolution allowing the City to cost share with the Arkansas Highway and Transportation Department for additional drainage improvements to be constructed with the widening of Highway 265.
- J. **CIV 98-29:** Consideration of an offer of settlement in City of Fayetteville verses Bramlett, CIV 98-29, submitted by Tom and Cheryl Bramlett. The property was needed for the Mud Creek Bridge Improvement Project.

II. OLD BUSINESS

- A. **HOG CITY:** A resolution approving a patio area lease between the City of Fayetteville and Hog City Diner.
- B. **CRACKER BARREL: REMOVED FROM AGENDA AT APPLICANTS REQUEST.**
- C. **COMPENSATION FOR ALDERMEN:** An ordinance amending Section 31.16 of the code of Fayetteville by increasing compensation for aldermen from \$350.00 per month to \$700.00 per month.
- D. **SUTTON STREET:** An ordinance authorizing eminent domain proceedings for the City to obtain land for Parks purposes which is located in the 400 block of Sutton Street.

III. NEW BUSINESS

- A. **ELEVATED WATER TANK:** A resolution authorizing the Mayor and City Clerk to execute an agreement between the City and PDM, Inc. for the construction of an elevated water tank at the contract price of \$874,400.00 and approval of a project contingency of \$40,000.00.
- B. **PLANNING COMMISSION APPEAL:** An appeal of a Planning Commission decision submitted by Kurt Jones of Crafton, Tull and Associates on behalf of John Griffin for the Trichell Medical Office Building. The request is to allow two access points along Millsap Road.
- C. **RZ-98-12.00:** An ordinance approving a rezoning request submitted by Lantech Engineering on behalf of Shmeiding Enterprises, Inc. for property located in Sunset Addition, Block 2, Lots 1-6. The property is zoned R-2, Medium Density Residential. The request is for R-O, Residential Office.
- D. **VAC 98-6.00:** An ordinance approving a utility easement vacation submitted by Butch Robertson for property located at 4297 West Bellflower, Lot 32 in Meadowlands Subdivision. The is zoned R-1 and contains approximately .25 acres.
- E. **AD 98-19.00:** Discussion of the process of condemnation for the purpose of securing right-of-way for a connection to Wood Street. The request was submitted by Tom Embach for proposed large scale development.

- F. **CIV 98-29: MOVED TO CONSENT.** Item has been placed under Consent Agenda, Item J.
- G. **VOLUME BASED PROPOSAL:** A request to bring Volume Based Proposal off the table for further discussion.
- H. **YOUTH CENTER:** A resolution approving \$79,800 and a budget adjustment for a comprehensive planning study for necessary future development.
- I. **ORDINANCE REVISION:** An ordinance revising Chapter 161: Physical Alteration of Land.
- J. **DICKSON STREET IMPROVEMENT DISTRICT:** Discussion on Dickson Street Improvement District assessment against the Walton Art Center.

K. INFORMATION

Only items presented by the City Council or City Staff may be discussed during the meeting. If you have an item you wish to discuss, please contact your alderman to have it presented at the next City Council Agenda Session. For further assistance, please contact Heather Woodruff, City Clerk, at 575-8323.

C.C. / 7/21/98

Recd copy
of Ltr's - proposed.

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	Compensation FOR ALDERMEN				
TRUMBO					
PETTUS					
MILLER					
WILLIAMS					
SCHAPER					
DANIEL					
YOUNG					
ZURCHER					
MAYOR HANNA					
		return to so to 2000 ready			
	Sutton Street				
TRUMBO		2. ✓			
PETTUS		✓			
MILLER		✓			
WILLIAMS		✓			
SCHAPER		✓			
DANIEL		✓			
YOUNG		✓			
ZURCHER		✓			
MAYOR HANNA		5-3-0			
	KW HD. water tank				
TRUMBO	✓				
PETTUS	✓				
MILLER	✓				
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
YOUNG	✓				
ZURCHER	✓				
MAYOR HANNA					
	8-0-0.				

3

	to learn. DP HD	to duty appeal. KW LS.			
	P.C. APPEAL				
TRUMBO	✓	✓			
PETTUS	✓	✓			
MILLER	✓	✓			
WILLIAMS	✓	✓			
SCHAPER	✓	✓			
DANIEL	✓	✓			
YOUNG	A	A			
ZURCHER	✓	✓			
MAYOR HANNA					
	6-1-1 RZ 98-12.00 Sun Set ADD.	6-1-1 Daniel	SM HD. 3RD	approval	
	2nd KW HD				
TRUMBO	✓		✓	✓	
PETTUS	✓		✓	✓	
MILLER	✓		✓	✓	
WILLIAMS	✓		✓	✓	
SCHAPER	✓		✓	✓	
DANIEL	✓		✓	✓	
YOUNG	✓		✓	✓	
ZURCHER	✓		✓	✓	
MAYOR HANNA					
	7-0-0			7-0-0.	
	2nd KW RZ. VAC. 98-6.00	LS HD. 3RD.	approval.		
TRUMBO	✓	✓	✓		
PETTUS	✓	✓	✓		
MILLER	✓	✓	✓		
WILLIAMS	✓	✓	✓		
SCHAPER	✓	✓	✓		
DANIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
ZURCHER	✓	✓	✓		
MAYOR HANNA					
			7-0-0		

76

	ORD REVISION				
TRUMBO	<i>removed from agenda</i>				
PETTUS					
MILLER					
WILLIAMS					
SCHAPER					
DANIEL					
YOUNG					
ZURCHER					
MAYOR HANNA					

	DICKSON ST. IMPROV TAX				
TRUMBO					
PETTUS					
MILLER					
WILLIAMS					
SCHAPER					
DANIEL					
YOUNG					
ZURCHER					
MAYOR HANNA					

TRUMBO					
PETTUS					
MILLER					
WILLIAMS					
SCHAPER					
DANIEL					
YOUNG					
ZURCHER					
MAYOR HANNA					

4

1 DP
to hear.
3 HD

KW
DP
to fund
minor.

	AD 98-19.00 POW / wood st			
TRUMBO	✓	✓		
PETTUS	✓	✓		
MILLER	✓	✓		
WILLIAMS	✓	✓		
SCHAPER	✓	✓		
DANIEL	✓	✓		
YOUNG	A	A		
ZURCHER	✓	✓		
MAYOR HANNA				
	7-0-1 VOLUME BASE ON PROPOSAL	7-0-1.		
TRUMBO				
PETTUS				
MILLER				
WILLIAMS				
SCHAPER				
DANIEL				
YOUNG				
ZURCHER				
MAYOR HANNA				
	5m DP. youth center			
TRUMBO	✓			
PETTUS	✓			
MILLER	✓			
WILLIAMS	✓			
SCHAPER	✓			
DANIEL	✓			
YOUNG	✓			
ZURCHER	✓			
MAYOR HANNA				
	8-0-0.			

marked
to meet
old business

FINAL AGENDA INFORMATION
for
JULY 21, 1998, Council Meeting

Given out at agenda session:

- Replacement Staff Review form, Mobile Data, I.B.1
- Replacement Staff Review form, Plainview, I.C.1
- Airport lighting amendment
number this I.H.1 to I.H.21
- Highway 265 cost share
number this I.I.1 to I.I.11
- Hog City Diner lease
number this II.A.1 to II.A.5
- Arkansas Municipl League Survey
number this II.C.1
- Eminent Domain Ordinance
number this II.D.1
- Crafton & Tull Letter
number this III.B.18 to III.B.19
- Chapter 161 revisions
number this III.I.01 to III.I.24

Attached here:

- Final Agenda
- July 7 minutes
- Pettus letter
item III.J
- Information items
item III.K

A MEETING OF THE FAYETTEVILLE CITY COUNCIL

A meeting of the Fayetteville City Council was held on Tuesday, July 7, 1998, at 6:30 p.m., in the Council Room of the City Administration Building, 113 W. Mountain, Fayetteville, Arkansas.

PRESENT: Mayor Fred Hanna; Aldermen Randy Zurcher, Trent Trumbo, Donna Pettus, Kit Williams, Len Schaper, and Cyrus Young; City Attorney Jerry Rose; City Clerk/Treasurer Heather Woodruff; staff; press; and audience.

ABSENT: Aldermen Stephen Miller and Heather Daniel

Mayor Hanna called the meeting to order with six aldermen present.

CONSENT

MINUTES

Approval of minutes from June 16 meeting.

BID 98-38/WATER LINE REPLACEMENT/ROLLING HILLS

A resolution approving the construction contract with Goodwin and Goodwin, Inc., in the amount of \$368,615 for Rolling Hills Area Phase II Water Line Replacement and \$44,235 for project contingency and approval of a budget adjustment.

RESOLUTION 87-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

LAND ACQUISITION/SUNBRIDGE

MOVED FROM CONSENT TO NEW BUSINESS

SEWER REPAIR

A resolution approving a change order for an emergency sewer pipe bursting with T. G. Excavating, in the amount of \$37,373 and to continue the contingency for the existing contract at \$18,654.

RESOLUTION 88-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

Alderman Schaper moved the consent agenda. Alderman Young seconded. Upon roll call, the motion carried on a vote of 6 to 0.

OLD BUSINESS

RZ 98-10.00/HOLLY STREET/DEMAREE MEDIA

Mayor Hanna introduced an ordinance approving a rezoning request

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submitted by Demaree Media, Inc., for property located at 1780 Holly Street. The property is zoned R-1, Low Density Residential. The request is for R-O, Residential Office. The property contains approximately 2.34 acres. This was left on second reading at the June 16 meeting.

City Attorney Rose read the ordinance for the third time.

Alderman Trumbo stated there has been no public objections to this and the bill of assurance seems more than adequate.

There were no comments from the public.

Alderman Schaper stated he has reservations about doing rezonings for the convenience of the property owner, rather than in conformance with a long-term plan. They put money in this, knowing it was a conditional use. It could stay a conditional use. A new owner could seek a conditional use.

Alderman Williams did not think the R-O designation would be a problem for the neighborhood, especially with a bill of assurance that the building and parking lot cannot be enlarged.

Alderman Zurcher stated the R-O zoning is not well defined. It is not residential, commercial, or mixed use.

There being no further comments, Mayor Hanna called for the vote.

Upon roll call, the ordinance passed on a vote of 5-2-1, with Mayor Hanna voting yes, Aldermen Zurcher and Schaper voting no, and Alderman Young abstaining.

ORDINANCE 4102 AS RECORDED IN THE CITY CLERK'S OFFICE.

LANDING FEES

Mayor Hanna introduced an ordinance revising and updating the landing fees at Drake Field to meet leasing requirements, industry trends, and use in negotiating future leases and airport agreements. This was left on second reading at the June 16, 1998, meeting.

City Attorney Rose read the ordinance for the third time.

Alderman Trumbo stated citizens have expressed to him their fears that the Airport is being irresponsible in spending City tax

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money for airport improvements when all the business will be going up north. He stated the City has the responsibility to maintain the airport with integrity and efficiency.

Dale Frederick, Airport Manager, responded that any airport capital improvements are the result of direction of the Council. We are developing and maintaining the airport to air carrier standards. Improvements go through the approval process. When Federal money is involved, there are other standards that have to be met. A lot of the money is FAA money or money generated by the airport.

Mayor Hanna stated the improvements will be just as important to one airline as they would be to five airlines. We have a lot of charter flights into the airport. We also have to take care of our private customers.

Alderman Trumbo stated he liked Alderman Schaper's remarks made at a previous meeting about having the Airport Board address when American's lease terminates and giving the preferred space to another airline that is staying.

Frederick stated we cannot run the risk of giving a drop dead date to an airline that could leave a large number of passengers with no way to travel on the airline of their choice. We have to make the transition as smooth as possible for our traveling public. He felt an orderly transition could be accomplished with 10 days notice, not 90 or 60.

Alderman Pettus asked about American's option to extend their lease.

Frederick replied we have a year-to-year contract with the airline. They can drop it with a 30-day notice, by resolution.

Alderman Williams thought the new ordinance would help us keep as competitive as possible and maintain service at Drake Field.

There was no comment from the public.

Mayor Hanna called for the vote.

Upon roll call, the ordinance passed on a vote of 6 to 0.

ORDINANCE 4103 AS RECORDED IN THE CITY CLERK'S OFFICE.

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SUTTON STREET/OFFER & ACCEPTANCE

Mayor Hanna introduced a report from the City Attorney on the Sutton Street offer and acceptance.

City Attorney Rose stated that, based on instructions from the Council, the City entered into an offer and acceptance contract to the owners of the Sutton Street property. The contract was to expire on June 19. On June 23, the City received a letter from Mr. Keating asking for additional time. Rose stated he has received two letters from Mr. Wright. One gave the reasons for the additional time, which were to determine the value of the property and to properly document the value. The other letter reiterated the information being gathered and included what has been found so far. There were attachments regarding improvements to the property, a list of people who signed a petition some time ago against the park property, and a letter from 1994 expressing interest in purchasing the property.

Alderman Pettus stated they have basically turned down our offer and we have to decide if we want to resubmit it.

Wyit Wright, owner, stated they are trying to protect the value of their property and the quality of the neighborhood. He stated they have valid concerns as to why this property was valued at what it was. In talking with neighbors and realtors, the general impression is that it appraised at a very low price. He stated they are asking to have until next week to determine the value of this property.

Alderman Schaper asked if they are trying to make a case that the property and its landscaping should sell for its replacement cost.

Mr. Wright felt it was fair to point out that the properties this was compared with were, for the most part, vacant lots. This property is fully landscaped and well cared for. He stated his motivation is not to profit, but to preserve the neighborhood. He stated his action could be viewed as trying to discourage the City from buying the property.

Alderman Pettus stated the question before the Council is whether or not to give them more time. She saw no reason not to. It would not change the value of the property or anything else.

Mr. Wright stated the only difference is there is not a for sale

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sign on the property. People use it as before. It is being mowed and maintained.

Alderman Young stated there is an appraised value and there is a market value. The market value has been set by the owner at \$50,000.

Alderman Schaper noted that in condemnation proceedings, the value gets decided after the fact. He doubted that a judge would add \$79,000 to the price because that's what it would cost to replace the rock work. He stated the decision on where the public interest lies rests with the Council, not the property owners. He stated he would like to place a condemnation ordinance on the first reading.

Alderman Pettus thought that would be an act of coercion. She urged being patient and working this out without threats of condemnation. She suggested giving them a week.

Alderman Pettus moved to give them to July 17 to make their response. There was no second.

City Attorney Rose stated he had prepared an ordinance, as requested by Alderman Schaper at the agenda session. He stated there is no statutory requirement for notice of an ordinance. He felt it would be appropriate to have a majority vote asking to place it on the current agenda.

Alderman Schaper moved to place the condemnation ordinance on first reading. Alderman Young seconded.

Alderman Williams felt public comment should be heard.

Alderman Young suggested adding the ordinance at the next agenda session, if the offer is refused.

Richard Alexander, 231 Dickson Street, stated the property owners have had plenty of time to consider this offer. He stated the owners do not want the City to buy the property. A certified appraiser has said it is worth \$50,000. The land has been for sale for years and has not sold. A significant segment of the public favors this park. He urged the Council to put forth an ordinance to condemn the property and advance it through all readings.

Alderman Pettus stated she has had constituents call and say not

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to condemn such a small parcel of land in this situation. The chairman of the Parks & Recreation Board has said he would be very opposed to this condemnation.

Mr. Alexander stated this was bought to keep the City from getting it. This would send a message to future opponents of City projects.

Mr. Wright stated the issue of condemnation was raised before any offer was made to the owners. The City has never condemned a piece of property for a park. He stated they hoped additional time would allow for calming on all sides. He quoted Bill Ackerman, chairman of the Parks & Recreation Board, as saying the Parks Board has almost never had to purchase property. In fact, so many plots have been acquired that the department has a problem maintaining all of them. He stated Kevin Crosson, Public Works Director, has said lagging maintenance stems partly from the parks program success and that the City should slow land acquisition and spend money developing and improving what we already have. Mr. Wright stated mentioning condemnation when making an offer is unprecedented and unfair.

Alderman Williams noted that Mr. Ackerman, Parks Advisory Board, voted in favor of this project, as did the majority of the board.

Alderman Schaper thought it strange that the Parks Board asked that half the money be raised privately.

Alderman Pettus felt this showed they did not want to spend \$50,000 for this property.

Chris Krueger, neighbor, supported giving the owners another week. Having information on the maintenance of the park would be beneficial to the Council. She has heard that this property would cost six or eight times what was paid for Gulley Park, which is an issue.

Alderman Young pointed out that if this ordinance were read for the first time and not moved on, the property owners would have at least two weeks to make a counteroffer.

Alderman Williams noted that in the past a condemnation ordinance has been read when the Council was trying to get an unsafe and unsightly property removed. It was not until the procedure was begun that the City got action and did not have to go through with it. This would not close the book on negotiations. There are advantages to selling it to the City, such as having

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restrictive covenants to protect the neighbors. He supported putting a condemnation ordinance on first reading.

Alderman Pettus felt putting it on the first reading would be coercive.

Alderman Trumbo stated he favors free enterprise and did not support condemnation.

Alderman Williams stated condemnation would not be appropriate, if this were still Ms. January's property and she did not want it to be used for a city park. He stated she did want it to be a City park. This is a rare circumstance.

Paula Marinoni, audience member, stated this is a very special and important piece of property. The Arkansas Historic Preservation Program in Little Rock confirmed that the area just a block south of this property, called Big Spring, was the earliest documented settlement in Fayetteville. During the Battle of Fayetteville, minor skirmishes took place throughout the surrounding countryside. This area has never been developed. It has rock work, but the land has never been altered. The Council needs to think about preserving this area. It may be archaeologically significant. She quoted from Section 7.9 of the 2020 Plan regarding historical resources and their relationship to the community. She stated she discussed this in great detail with Ms. January over a year ago and Ms. January said she would like it to be preserved. In March, Ms. January again expressed her desire for this to be a park and preserved. The day before the Parks Board meeting recently, Ms. January said she would still like for this to be a park and that she would sell it to the City for \$50,000. The current owners upped their offer knowing the City was intending to purchase the property. Ms. Marinoni stated she is working on a midtown trail that has over 50 historic sites. This could be added to that.

Mayor Hanna called for the vote.

Upon roll call, the motion to put a condemnation ordinance on first reading failed on a vote of 4 to 2, with Aldermen Trumbo and Pettus voting no and Mayor Hanna declining to vote.

HOG CITY DINER

Mayor Hanna introduced a resolution approving a patio area lease between the City of Fayetteville and Hog City Diner.

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Alderman Pettus asked how many plants would have to be moved.

Richard Alderman, architect, showed drawings. They want just enough room along the curb to get in and get the work done. The contractor is required by the specifications to build the project from the inside out and not have any access or any movement through the gardens. They need two feet to put the posts in. He referred to site plan No. 1. He showed where a few plants would have to be moved.

Susan Ferrall, Square Gardens Manager, stated there is a lot of plant material that would have to be dug up in the heat of the summer. Everything will have to be potted, as there is no place to put it at this point. That park will have to be redesigned. She stated she would prefer to see this done after the freeze. This is the height of the season.

Mr. Alderman stated that from a financial standpoint, it is important to have this done by fall, when the students come back. He stated they have made every effort to restrict the contractor and to come up with a sequence of events to control the activity. He showed the back elevation as it will look. He stated it would take four to six weeks to complete.

Alderman Young asked what exactly will be constructed. He had envisioned a board deck.

Michael O'Brien, Cafe Company, stated they are proposing to level it with concrete, which would result in a retaining wall in an area that is now prone to flooding, sloping the concrete to distribute it. This also suits the American Disabilities Act and will be a smoother approach to the lift that will be placed at the entrance of the patio. He stated they would basically tie into the existing concrete at its highest level. If this ever were to revert back to the City, it will be an improved space. They will tie the drains from the building into an underground drainage system that will tie into the City's. The drainage problem will be corrected. It will be basically what is there now, but level.

Mr. Alderman stated decking is hard for a wheel chair to roll over and would have spaces which things could fall through.

Mr. O'Brien estimated the outdoor dining area would seat 75 to 80 people. He thought the outdoor area could be used about five months out of the year. He would like to see three to four table turn overs in the evening and two at lunch.

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Alderman Schaper calculated the potential revenue from the outdoor dining to be \$3,000 a day, gross. Rent typically goes around two to two and a half percent of the gross on an annual basis. He stated this would be a lot more than the dollar a square foot per year being proposed.

Mr. O'Brien responded that formula is based on improved space. This is unimproved, exterior space being used five months out of the year. All the improvements are at their expense.

Alderman Schaper stated the proposed terms represent a tremendous bargain. It is conservatively worth 10 times more.

Mr. O'Brien stated the City will get something for space that is not producing now. It will invigorate the town square and produce tax revenue.

Alderman Williams had concerns about the length of the lease. This lease is almost a deed. He stated citizens have expressed concern about increased noise from music and conversation.

Alderman Young was concerned about the option to extend on the same terms.

Alderman Schaper stated the question is whether this is a good idea, conceptually, or not. He has had calls from folks saying Dickson Street is the place for lively, outdoor eating. The square gardens are special. We need more public input on whether this is a wise thing to be doing.

Mayor Hanna stated he has been worried about the lack of activity around the square at night. There are not many people there to be disturbed at night. He stated the City will be getting their two percent just from the HMR tax. Many visitors have been disappointed not to find a restaurant in the middle of the square.

Mr. O'Brien stated the lease term of 25 years ties in with their commitment. They envision the revitalization of the downtown area.

Alderman Williams stated we need to look at the lease very carefully. Some people enjoy the quiet of the square.

Mr. O'Brien responded that he has had impressive, positive feed back from his customer base, which is 2,500 to 3,000 people a week.

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Alderman Trumbo would like to see the lease have five-year increments, \$3 a sq. ft., and CPI escalator clauses on the annual index for increases.

Mayor Hanna asked if Mr. O'Brien would be comfortable with an initial lease term of 10 years with five-year renewals and some kind of escalator clause.

Mr. O'Brien replied he would be.

Alderman Zurcher stated he was not sure this is a good concept, but he would consider a ten-year lease with five-year increments and all the numbers multiplied by ten and a guarantee that construction would not be started until after the first freeze.

Alderman Schaper suggested a five-year initial term.

Mr. O'Brien stated the proposal of ten years is acceptable.

Alderman Williams stated the City still needs to have some power and discretion and not have the lease automatically renew.

Alderman Schaper stated the outdoor music is a sensitive issue for him. The City owns this property. It is right next to the square gardens and he wants to protect the people who want to enjoy the gardens without intrusion.

Mayor Hanna asked if the City could have some kind of control over the music.

Mr. O'Brien stated that would be no problem.

Alderman Pettus asked about the cost of moving plants.

Mr. O'Brien stated they would absorb the expenses incurred. They would leave it up to Susan Ferrall to determine the costs. They could also provide assistance in relocating the plants. The time to develop the project is now. The market changes in the fall and waiting for the freeze would put them in the middle of bad weather and the Christmas light program.

Alderman Zurcher thought they should be able to wait one season, if they are in this for the long term.

Mayor Hanna asked if the lease could be reworked incorporating the items discussed and be voted on at the next meeting.

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Mr. O'Brien stated their preference would be for a ten-year lease, not five years.

Alderman Pettus asked about the clause in paragraph 20 of the lease which reads, "...not to conduct any business thereon..."

City Attorney Rose explained this refers to running a business other than this. He agreed to insert the word "other."

Mr. O'Brien stated time is of the essence to them. He asked if it could be voted on at this meeting, if they agreed to the ten-years terms, the \$3 figure, and assisting Susan Ferrall as she dictates.

Alderman Williams stated the biggest mistakes made by the City have been when decisions were hurried.

Bill Stiles, 117 Rock, did not agree that this real estate is so valuable. There are a bunch of empty buildings on the square. The square is dying. This man wants to do something to bring people back to the square and the City should let him do it.

Paula Marinoni, citizen, stated she has expertise in judging the ambiance of a garden. She can tell what a garden has going for it and what it needs. Consistency is part of what makes a garden desirable to people. The square is not as vital as it used to be. She asked what guarantee there is that there would be no live, amplified music. People may want something different from Dickson Street, but she does not believe this will happen. These people have only been in business three or four months and we do not know them well; but they are getting ready to totally change the centerpiece of Fayetteville and drastically change the ambiance in the garden. She asked if it could be put in the lease that they can't have live, outdoor, amplified music.

Mayor Hanna stated they have told the City they wouldn't have and under the terms of the lease they can be told they can't do it.

Richard Alexander, resident of the historic district, downtown/Dickson St. developer, and board member of the Downtown Dickson Street Enhancement Project, encouraged the Council to view this project favorably and to get the best terms possible in the lease. The City's efforts to revitalize the downtown are aimed not just at tourism but at supporting businesses. The battle to save the square is not over. This project offers an ambiance and another reason to go to the gardens.

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Bootsie Ackerman, Director of the Downtown Dickson Enhancement Project, stated they have asked citizens of Fayetteville what they'd like to see in the community. Outdoor dining is always mentioned. She stated the owners of this business want nothing more than to improve our community and add a beautiful business.

Ron Bumpass, representing the owner of the building, stated they supported the garden long before the City put money in it. He mentioned other cities that have revitalized with outdoor restaurants. The improvements made here will create more activity. No one else will use the property. He urged coming up with fair terms.

*Alderman Trumbo moved to table this until the next meeting.
Alderman Pettus seconded. Upon roll call, the motion carried on a vote of 6 to 0.*

REFUND AND/OR ROLLBACK OF MILLAGE

Mayor Hanna introduced discussion of the millage refund/rollback.

Alderman Williams stated he would like to have input from the fire and police pension boards.

Eldon Roberts, Assistant Police Chief and employees' representative to the Police Pension Board, stated there are two pension plans. He foresees no financial problems regarding the new one. The old one is suffering. He gave a history of the police pension plans. Even with this increase, benefit increases cannot be given to people who retired long ago. He stated they cannot stand to lose any of the fund's assets and opposed use of the assets for any reason other than paying benefits. He supported not giving the money back until and unless we have to.

City Attorney Rose stated it might be conceivable to reimburse the pension funds out of the general fund, if the City desired.

Pete Reagan, Fire Captain and Fire Pension Board member, stated they have two systems. This millage affects the old pension system. The .5 mil produced \$230,000 last year. The insurance turn back money is another source of income. There are no built-in cost-of-living increases in their fund. There have been benefit increases because the fund has done well at different times. He stated the fund is no longer actuarially sound. In order to receive funds, the millage would have to be increased to a full mil. They are currently \$1.295 million under funded. He

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stated the settlement could be paid out of funds other than the pension funds, if the City makes that choice.

City Attorney Rose thought this could be done. He agreed that the estimate for the court-ordered rollback is close to the settlement, but this increases with each year that goes by. He surmised an appeal could run a year and a half. The settlement offer is not open indefinitely.

Rose explained the primary defenses. We would advocate that the term "county-wide reappraisal" encompasses a re-appraisal of all taxable property in a county before the tax adjustment or rollback of Amendment 59 is triggered. We would allege there was no comprehensive county-wide reappraisal. Amendment 59 requires a base year to be established. The base year is the year in which all adjustments are to be made from. Base year is defined as being part of the state-wide reappraisal program. We would allege there has been no state-wide reappraisal here. Act 758 and Act 836, which repealed Act 758, mandate a review and reevaluation every five years. We would allege these acts do not call this multi-year, cyclical review part of a comprehensive, county-wide reappraisal for purposes of Amendment 59.

Rose stated acceptance of the settlement would require something affirmative from the Council, like a resolution. He stated he believes his instructions are to continue on with this case and present the above defenses.

NEW BUSINESS

PUBLIC HEARING/PETITION FOR REFERENDUM/HUMAN DIGNITY RESOLUTION

Mayor Hanna introduce a public hearing for all who wished to be heard on the question of whether or not the petition for referendum was signed by the requisite number of petitioners.

City Attorney Rose stated the Council is required to do this by ordinance.

There were no comments from the public.

PETITION FOR REFERENDUM/HUMAN DIGNITY RESOLUTION/SIGNATURES/DATE

Mayor Hanna introduced a resolution finding that the referendum petition on Resolution 51-98, a resolution declaring the Human Dignity policy of the City of Fayetteville, was signed by the

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requisite number of petitioners and setting a date for the referendum election.

City Attorney Rose acknowledged the petition set the date of the election; the Council would be instructing the election commission to have it in accordance with the petition.

Alderman Williams moved to certify November 3, 1998, as the date. Alderman Pettus seconded. Upon roll call, the motion carried on a vote of 5 to 0, with Alderman Zurcher absent for the vote.

CRACKER BARREL

Mayor Hanna introduced an appeal of a Planning Commission decision to deny a variance request to erect one free-standing pole sign for Cracker Barrel restaurant.

City Attorney Rose stated an appeal may be heard by the Council only if a majority of the Council votes to hear it.

Alderman Williams moved to hear the appeal. Alderman Pettus seconded. Upon roll call, the motion carried on a vote of 5 to 2, with Mayor Hanna voting yes and Aldermen Zurcher and Schaper voting no.

Jim McCord, attorney representing Cracker Barrel, stated a packet had been distributed that includes photographs of the site. Per ordinance, the appeal specifies the reasons for appeal. Cracker Barrel believes that the Planning Commission erred in not finding that the low elevation of the site together with the trees to the north are special conditions which severely reduce the visibility of the signs permitted under the existing ordinance and that these conditions are not applicable to other lands in the overlay district. He stated the sign restrictions in the overlay district ordinance would deprive Cracker Barrel of rights enjoyed by other properties in the overlay district, particularly sign visibility and business identification. Regarding putting a logo on the exit ramp sign, Mr. McCord stated there is only one space left on that sign and it will be allocated on a first come first serve basis when construction begins. Construction of this would not start for approximately five months. He stated this is a serious issue to Cracker Barrel senior management. It is not the decisive issue. If this is granted, Cracker Barrel may or may not locate a restaurant here; if this is denied, they may or may not locate a restaurant here. There are other serious variables being evaluated. They would like the appeal granted and are

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suggesting a very unobtrusive sign, a sign permitted by ordinance if this property were not in the overlay district.

Alderman Schaper stated there are two spaces left on the highway sign.

Mr. McCord responded that he'd been told by the State highway department that there is only one space available.

Mr. Kevin Kerbo, project manager in charge of signage, reviewed the booklet handed out and the target test that was done. There is about a 7.5' difference between the road grade and where the sign will be. He stated that logo boards are good but are non-illuminated at night and can be blocked from view by other traffic. They can be damaged and not quickly replaced. He stated the pole sign could be designed in any way the City wants.

Alderman Schaper stated the highway department has plans to move the southbound exit further north. He is concerned that even with the pole sign, Cracker Barrel will not have the visibility they want. He confirmed for Mr. Kerbo that billboards are not allowed in the City limits along Highway 71.

Alett Little, Planning Director, stated Cracker Barrel had been informed of this way before they came to Planning Commission.

Mr. Kerbo acknowledged he is aware of the highway department's plans and it has been the topic of a lot of conversations at the home office. He stated he is concerned the sign won't be visible.

Alderman Schaper stated he understood the Planning Commission said Cracker Barrel could have signage on the south side of the building and on the front of the building. The motel next to this has a sign on the portico that is very visible from the southbound lanes and meets the ordinance requirements. He thought if Cracker Barrel were situated properly, this would be just as visible as a pole sign for them.

Mr. Kerbo felt this is a construction issue, which is not his bailiwick. He stated the company just doesn't like putting signs on the sides of the buildings.

Alderman Schaper stated he would rather grant a variance for a sign on the north side of the building than for a pole sign.

There was discussion about visibility from the north.

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Mr. McCord stated the burden is on the applicant to demonstrate entitlement to a variance. He feels this burden has been met by demonstrating this site has extremely low elevation and is obscured by trees to the north.

Alderman Williams stated the immediate neighbor to the north, which has the same grade, has been able to work within the ordinance. He stated the appeal might be premature. The sign on the logo board may be more favorable. If there is no space left when construction begins, that would be a stronger position for appeal. He felt visibility from the south, as people enter town, is more important than visibility as they leave.

Mr. McCord stated that waiting until construction begins would be a multi-million-dollar gamble that they might get a logo sign and not have a pole sign.

Alderman Trumbo stated they have proven this site is different from its neighbors. Certain circumstances dictate varying from the ordinances and this is one of them. He noted the Planning Commission was split 4-4. They have proven this is a lower area, there are larger trees, it will add \$150,000 in tax money, and they do it in a first-class way. They have demonstrated their case.

Alderman Young asked about future decisions and would this open up the floodgate.

Alderman Pettus responded it is a case-by-case decision.

Alderman Zurcher stated one of the points of the ordinance is that pole signs are ugly.

Mr. Kerbo stated the height they are asking for is 22' above Futrall Road, which may be lower above Highway 71. They are willing to make it look as least like a pole sign as possible, using whatever material the City wants.

Mr. McCord observed that this is not the standard sign that Cracker Barrel puts in. It is much smaller than what they put in nationwide. Noting that two aldermen were absent, he asked if the Council would consider tabling this.

Alderman Williams moved to table it until the next meeting.

Alderman Pettus seconded. Upon roll call, the motion carried on a vote of 5 to 1, with Alderman Zurcher voting no.

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VAC 98-5.00/CRACKER BARREL

Mayor Hanna introduced an ordinance approving a right-of-way vacation request submitted by CEI Engineering on behalf of Cracker Barrel for property located south of 6th Street and east of Highway 71 and Futrall Drive. The request is to vacate approximately .37 acres of City right-of-way extending approximately 315' east of Futrall Drive.

City Attorney Rose read the ordinance for the first time.

Alderman Schaper moved to suspend the rules and go to the second reading. Alderman Zurcher seconded. Upon roll call, the motion carried on a vote of 6 to 0.

City Attorney Rose read the ordinance for the second time.

Alderman Zurcher moved to suspend the rules and go to the third reading. Alderman Schaper seconded. Upon roll call, the motion carried on a vote of 6 to 0.

City Attorney Rose read the ordinance for the third time.

There were no comments from the public. Mayor Hanna called for the vote.

Upon roll call, the ordinance passed on a vote of 6 to 0.

ORDINANCE 4104 AS RECORDED IN THE CITY CLERK'S OFFICE.

ORDINANCE AMENDMENT/RIDING FIRE DEPT. VEHICLES

Mayor Hanna introduced an ordinance amending Section 33.049 of the City code of ordinances to allow certain designated non-Fayetteville Fire Department personnel to ride Fayetteville Fire Department vehicles within prescribed Fire Department policies.

City Attorney Rose read the ordinance for the first time.

Alderman Williams stated this would allow visiting firemen to ride and also a scout troop. Everyone would have to sign a waiver of liability.

Marion Doss, Assistant Fire Chief, stated this is an educational thing but is against City ordinance. They do have to sign a

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waiver and be under the supervision of Fayetteville firemen.

City Attorney Rose stated that the waivers coupled with tort immunity would make the City as safe as it could get.

Alderman Williams moved to suspend the rules and go to the second reading. Alderman Trumbo seconded. Upon roll call, the motion carried on a vote of 6 to 0.

City Attorney Rose read the ordinance for the second time.

Alderman Trumbo moved to go to the third and final reading. Alderman Williams seconded. Upon roll call, the motion carried on a vote of 6 to 0.

City Attorney Rose read the ordinance for the third time.

There were no comments from the public. Mayor Hanna called for the vote.

Upon roll call, the ordinance passed on a vote of 6 to 0.

ORDINANCE 4105 AS RECORDED IN THE CITY CLERK'S OFFICE.

RZ98-11.00/SCHOOL DISTRICT

Mayor Hanna introduced an ordinance approving a rezoning request submitted by Hailey/Amirmoez Associates on behalf of Fayetteville School District for property located north of Mount Comfort and west of Salem Road. The property is zoned R-1, Low Density Residential. The request is for P-1, Institutional, and contains approximately 20 acres.

City Attorney Rose read the ordinance for the first time.

Alderman Williams moved to suspend the rules and go to the second reading. Alderman Zurcher seconded. Upon roll call, the motion carried on a vote of 6 to 0.

City Attorney Rose read the ordinance for the second time.

Alderman Schaper moved to suspend the rules and go to the third reading. Alderman Zurcher seconded. Upon roll call, the motion carried on a vote of 6 to 0.

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City Attorney Rose read the ordinance for the third time.

Alderman Williams stated this is for the new middle school on the west.

Alderman Young stated the school district evidently doesn't like parks and he would rather have this to the north.

There were no comments from the public. Mayor Hanna called for the vote.

Upon roll call, the ordinance passed on a vote of 6 to 0.

ORDINANCE 4106 AS RECORDED IN THE CITY CLERK'S OFFICE.

LAND ACQUISITION

Mayor Hanna introduced a resolution approving the acquisition of land for the extension of Sunbridge Drive from Villa Boulevard to College Avenue and approval of a budget adjustment providing funding for the purchase.

Alderman Williams reported that the Street Committee did not take action on this. They are concerned about the cost of that small parcel. He stated he would like to see some off-site-improvement help by some of the developers.

Mayor Hanna stated this has been part of the CIP master street plan since 1995.

Alderman Schaper stated one of his concerns is that we will be opening up more land for commercial development when there are parcels along College that need redevelopment.

Alderman Williams stated it would be best to do both Drake Street and Sunbridge, but there is limited money. It would be difficult to put over \$1 million almost next to Sunbridge to finish Drake Street.

Alderman Schaper asked if a benefit/cost analysis had been done.

Alderman Williams stated we haven't looked into getting help from developers, which we have done at other locations.

Alderman Schaper suggested putting this off until we get more data.

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Alderman Young stated the odds are if we don't do it now, we never will.

Alderman Trumbo favored moving forward with this project.

Alderman Williams stated he would like to explore the off-site development costs. We can't go back after we build the road.

Alett Little, Planning Director, stated that after a large scale is filed, it is considered in process and no changes are made. The more appropriate time to have made the assessment was when the subdivision was filed. It was talked about at Planning Commission. As the remaining lots come before the City, there would be opportunity to assess whatever proportionate share of the traffic they would generate to the cost of this improvement. It would be a very small cost, because individual businesses will not generate as much traffic as this particular connection is going to carry. She stated these are not commercial lots, they are Residential Office lots.

Jim McCord, representing the Curry family, stated an offer and acceptance has been executed by the Curry family. They did not ask for this project. They lost an option to sell to Wendy's. They feel they have reached an equitable settlement. The offer and acceptance provides for a 30-day closing and will expire. With staff's recommendation, the Currys had thought this would go through at this meeting. He stated they are not going to do any additional development, so there would be no basis for requiring off-site improvements from them.

Wade Bishop, audience member, stated this street did not exist three or four years ago, even on paper. He stated they've been working on Gregg Street since the early 70's. Contributions have been made by individuals and by the City toward that street. They have been told over and over that Gregg Street is in the five-year plan. Last year, they were told the engineering would be done this year. It has all disappeared into thin air. He stated he was disappointed to see a city park installed, landscaped, with playground and parking and all on the easement on Drake where it intersects Gregg. Large rocks were left in the easement. Gregg Street is a four lane road, 75% completed. There may be a time when this two-lane road will become obsolete.

Ed Connell, City Land Agent, stated the other party's time limit has expired. This is the property to the south of the Curry property. They had agreed to extend it until this meeting, assuming its approval.

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Mayor Hanna stated it would be a mistake not to proceed with this.

Alderman Trumbo supported staff's recommendation.

Alderman Schaper agreed with the Mayor.

Alderman Trumbo moved the resolution as presented. Alderman Pettus seconded. Upon roll call, the resolution passed on a vote of 5 to 2, with Mayor Hanna voting yes and Aldermen Zurcher and Williams voting no.

RESOLUTION 90-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

FUEL FARM/DRAKE FIELD

Mayor Hanna introduced a resolution approving a contract with John P. Marinoni Construction Company, Inc., for construction of the airport's above ground fuel farm for the amount of \$517,130 and also approval of change order No. 1 reducing the contract amount to \$487,830 and a contingency of \$48,783 and approval of a budget adjustment.

Alderman Trumbo asked if there is a reason to do this project on a grand scale, even though we don't know how much traffic will be lost.

Don Green, Airport Operations Supervisor, replied this has been considered. Our current airlines are all in favor of this. We are currently operating under inspection waivers from the airlines because the tanks are underground. The airlines would like to be able to inspect them. It is an appropriate size. We are under an EPA mandate to do either above ground or refurbish the existing tanks, which could cost an estimated \$60,000. Having above ground tanks will mitigate environmental problems.

Alderman Schaper asked why almost the same fuel capacity was needed when we will be losing half our airplanes.

Green replied corporate traffic is increasing. That won't be declining.

Dale Frederick, Airport Manager, stated this project has been ongoing and has been through the decision process, including the Airport Board. It has become more and more difficult to maintain

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below ground tanks and the rules keep changing. Today we have the money to do it. This is airport revenue money.

Alderman Young said if above ground tanks are polluting it can be seen and dealt with.

Alderman Williams moved the resolution. Alderman Pettus seconded. Upon roll call, the resolution passed on a vote of 6 to 0.

RESOLUTION 91-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

COMPENSATION FOR ALDERMEN

Mayor Hanna introduced an ordinance amending Section 31.16 of the Code of Fayetteville by increasing compensation for aldermen from \$350 per month to \$700 per month.

City Attorney Rose read the ordinance for the first time.

Alderman Williams asked about previous studies of other municipalities.

Ben Mayes, Administrative Services Director, replied they would need to be updated and that could be done.

Alderman Zurcher stated raising the pay would make it easier for middle and low income people to run for public office. This is close to a fair rate of pay for the service provided.

Alderman Pettus stated the Council will continue to be faced with more complex issues. The quality of our council will improve in direct proportion to the value placed on it.

Mayor Hanna stated a lot of people consider these to be community service positions, but lack of compensation does prevent some people from seeking office as it takes away from their income.

Alderman Schaper noted that elections have become more expensive. This is an expense that community service positions don't have.

Alderman Trumbo agreed this would open more doors across all income brackets.

Wyit Wright, audience member, calculated council members are making \$4.50 an hour. Only people with extraordinary public

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dedication seek these positions and many more people cannot afford to. We need to attract a broad section of citizens. Since all positions will be open for this election, this is a good time to do this.

Alderman Trumbo stated this is an \$85 million business to be run. It takes people with not only academic intelligence but also common sense who are willing to give up their time and effort.

This item was left on first reading.

ADJOURNMENT

There were no announcements.

Mayor Hanna adjourned the meeting at 10:45 p.m.

LAMAR PETTUS
151 West Dickson Street
Fayetteville, Arkansas 72701
(501) 443-2363
Facsimile: (501) 443-0390

RECEIVED
JUL 13 1998
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

July 13, 1998

via Hand Delivery

Alderman Heather A. Daniel
Alderman Stephen Miller
Alderman Donna C. Pettus
Alderman Len Schaper
Alderman Trent Trumbo
Alderman Kit Williams
Alderman Cyrus Young
Alderman Randy Zurcher
CITY OF FAYETTEVILLE
113 W. Mountain St.
Fayetteville, AR 72701

Re: City of Fayetteville - Dickson Street Improvement District Taxes

Dear Aldermen:

The Council has stated its position that the City of Fayetteville should lead the way in setting good policies and good examples for its citizens.

I think it would set a good example if the City of Fayetteville would pay the tax delinquencies owed on the Dickson Street Improvement District. It is unreasonable and basically unfair to ask the average homeowner, the churches, and businesses to pay their fair share of this obligation when the City of Fayetteville sits back and refuses, through mistake, conscious neglect, or contempt, to pay its tax obligations.

The argument that the City does not pay Improvement District taxes should not stand since the City of Fayetteville did in fact pay the Improvement District's taxes assessed by the Off Street Improvement District for many years and did so in a timely manner.

DICKSON STREET
III.J.2

I would request the Council put on its Agenda for the next regular meeting the payment of the Dickson Street Improvement District tax delinquencies and penalties, and that the City set up some system in the future to pay the taxes. I would request this item be placed on the Agenda if for no other reason than to explain to the general public why the City does not pay its tax burdens.

Sincerely,



E. Lamar Pettus

Dickson Street Improvement District Tax Payer

ELP/trf

cc: Mayor Fred Hanna
CITY OF FAYETTEVILLE

via Facsimile: (501) 442-1714

Rusty Garrett
NWA TIMES

via Facsimile: (501) 927-5284

Laura Kellams
ARKANSAS DEMOCRATIC GAZETTE

via Facsimile: (501) 444-7289

Mark Scott
MORNING NEW OF NW ARKANSAS

CITY OF FAYETTEVILLE
BID QUOTATIONS

#1

Purchase Date July 2, 1998

Investment Offered \$500,000.00 (\$510,000.00 if T-Bill)

Maturity Date Requested December 10, 1998

Number of Days 161 Days

	NATIONSBANK	MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	07/02/98	07/02/98	07/02/98	07/02/98
MATURITY DATE	12/10/98	12/10/98	12/10/98	12/10/98
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	161	161	161	161

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

LOGGED ON COMPUTER BY

LOGGED OFF COMPUTER BY


 ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#1

Purchase Date July 2, 1998

Investment Offered \$500,000.00 (\$510,000.00 if T-Bill)

Maturity Date Requested December 10, 1998

Number of Days 161 Days

	A. G. EDWARDS	DEAN WITTER	AWARDED MERRILL LYNCH	
SETTLEMENT DATE	07/02/98	07/02/98	07/02/98	07/02/98
MATURITY DATE	12/10/98	12/10/98	12/10/98	12/10/98
DISCOUNT OR COUPON RATE	5.002		5.020	
YIELD	5.188		5.207	
DAYS BID	161	161	161	161

T-BILL BIDS

CALCULATED YIELD	5.188		5.207	
FACE VALUE	510,000.00		510,000.00	
BOOK VALUE	498,591.00		498,550.19	
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS	11,409.00		11,449.81	

T-NOTE/OTHER BIDS

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

CD BID

CD INTEREST EARNINGS INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD	5.188		5.207	
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____



ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#2

Purchase Date	July 2, 1998			
Investment Offered	\$1,190,000.00	(\$1,180,000.00 if T-Note)		
Maturity Date Requested	June 17, 1999-CD	(June 30, 1999-T-note)		
Number of Days	350 Days			
	<u>NATIONSBANK</u>	<u>MCILROY</u>	<u>BANK OF FAYE</u>	<u>BANK OF ARK</u>
SETTLEMENT DATE	<u>07/02/98</u>	<u>07/02/98</u>	<u>07/02/98</u>	<u>07/02/98</u>
MATURITY DATE	<u>06/17/99</u>	<u>06/17/99</u>	<u>06/17/99</u>	<u>06/17/99</u>
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	<u>350</u>	<u>350</u>	<u>350</u>	<u>350</u>

T-BILL BIDS

CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	<u>2.00</u>			
T-BILL INTEREST EARNINGS				

T-NOTE/OTHER BIDS

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

CD BID	<u>No Bid</u>	<u>No Bid</u>	<u>No Bid</u>	<u>No Bid</u>
CD INTEREST EARNINGS				
INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____



 ADMINISTRATIVE SERVICES DIRECTOR
 OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#2

Purchase Date July 2, 1998

Investment Offered \$1,190,000.00 (\$1,180,000.00 if T-Note)

Maturity Date Requested June 17, 1999-CD (June 30, 1999-T-note)

Number of Days 350 Days

	A. G. EDWARDS	DEAN WITTER	AWARDED MERRILL LYNCH	
SETTLEMENT DATE	07/02/98	07/02/98	07/02/98	07/02/98
MATURITY DATE	06/30/99	06/30/99	06/30/99	06/17/99
DISCOUNT OR COUPON RATE	6.000		6.000	
YIELD	5.395		5.427	
DAYS BID	363	363	363	350

T-BILL BIDS

CALCULATED YIELD

FACE VALUE

BOOK VALUE

HANDLING FEE

T-BILL INTEREST
EARNINGS

T-NOTE/OTHER BIDS

FACE VALUE

BOOK VALUE

HANDLING FEE

T-NOTE INTEREST
EARNINGS

CALCULATED YIELD

DISCOUNT/(PREMIUM)

PURCHASE INTEREST

CD BID

CD INTEREST EARNINGS
INTEREST ON INTEREST
BASIS

CD EFFECTIVE YIELD

T-BILL EFFECTIVE YIELD

T-NOTE/OTHER
EFFECTIVE YIELD

INVESTMENT NUMBER

LOGGED ON COMPUTER BY

LOGGED OFF COMPUTER BY


 ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

FINAL AGENDA INFORMATION
for
JULY 21, 1998, Council Meeting

Given out at agenda session:

- Resolution re library master plan
number this ID.1-17
- Resolution re project Telestar
number this IF.1-4
- Bill of assurance re Sutton Street
number this IIB.1-4
- Resolution re Mt. Sequoyah Gardens
number this IIIG.1
- Staff review re 226 N. School condemnation
number this IIIH.1-44
- Memo re 226 N. School
number this IIIH.45-47

Attached here:

- Final agenda
- Minutes of July 21 meeting
- Information items

LEASE

This Agreement, made and entered into this ____ day of _____, 1998, by and between the City of Fayetteville, whose address is 113 West Mountain, hereinafter called Lessor, and Hog City Diner Company, whose address is 1 West Center, Fayetteville, Arkansas 72701, hereinafter called Lessee,

WITNESSETH:

1. **LEASED PREMISES.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises unto Lessee, subject to the terms and conditions contained herein, the following described property containing approximately 1,676.16 square feet more or less, situated in Washington County, Arkansas:

See Exhibit A attached hereto and made a part hereof.

To have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **TERM.** This lease shall commence on the date of this agreement and shall extend for a term of ten (10) years.

3. **OPTION TO EXTEND.** If the Lessee shall have fully performed every agreement and covenant on Lessee's part to have been kept and performed under the term of this lease at the time of exercise and at the time of renewal, the Lessee is hereby granted the right and option to extend this lease, upon the same terms, for an additional period of five (5) years, with such option to be exercised in writing by the Lessee not later than one hundred eighty (180) days prior to the expiration of the basic or original term of this lease. Lessee may extend for up to four additional five (5) year extension periods utilizing the same procedures outlined above.

4. **RENT.** Lessee agrees to pay to Lessor the annual rental rate of \$5,031.00 payable in monthly installments of \$419.25 each, to be paid in advance beginning on the first day of the month following the issuance of a Certificate of Occupancy for the leased premises and on the first day of each and every month thereafter. The annual rental rate of \$5,031.00 shall constitute the basic rental for the lease.

During any five (5) year extension hereof, this lease shall be recalculated for such five (5) year term in accordance with the following procedure:

The basic rental herein set forth of \$5,031.00 shall be divided by the figure in the Consumer Price Index appearing in the column "Food Items" or in any similar breakdown therein for the month of August 1998, and then multiplying that amount by the corresponding index for the month next preceding the first month of the next five (5) year term of this lease. The Consumer Price Index referred to is the [Revised 1953 Consumer Price Index U.S. (1957-1959 equal to 100) New Series

beginning with January, 1964 (reflecting the change in prices of goods and services purchased by city wage earners and clerical-worker families to maintain their level of living)] published by the Bureau of Labor Statistics, United States Department of Labor. If the Bureau of Labor Statistics changes the form or the basis of calculating the Consumer Price Index, the parties agree to request the Bureau to make available, for the life of this agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as its present form as the Index for 1998. The figure so obtained shall be used for calculating a comparative rental figure for the extended term of this lease, and the Lessee shall be liable to the Lessor for whichever is the larger of the rental so calculated upon comparison thereof, and if it appears that the adjusted rental rate based upon fluctuations in the Consumer Price Index results in a larger minimum rental than that applying to the original term of this lease, then such larger sum of rent shall be the rental to be paid by the Lessee during the remaining or extended term of this lease.

5. **ADDITIONAL CONSIDERATION.** As additional consideration for the leased premises Lessee agrees to construct a new potting shed for use in maintaining the town square gardens at the location indicated on Exhibit "A", attached hereto at a cost not to exceed \$3,000 and in a design mutually agreed upon by the parties hereto.

6. **USE.** Lessee agrees to use the lease premises for the purpose of operating an outdoor dining area and for no other purpose or purposes without the written consent of Lessor having been obtained in advance.

7. **CONSTRUCTION OF IMPROVEMENTS.** All improvements constructed by the Lessor on the leased premises shall be accomplished within the boundaries of the leased premises and Lessor shall make every effort to conduct such construction so as to have a minimal impact on the town square gardens. Construction shall proceed in substantially the same stages and manner as set forth in Section 01100 of the Project Manual attached hereto as Exhibit B.

8. **INGRESS AND EGRESS.** Except for emergency and handicapped access, all ingress and egress to and from the leased premises shall be through the Old Post Office building. Handicapped access is limited to the east area of the leased premises.

9. **MUSIC.** Lessee agrees not to provide or allow any live music on the premises and any amplified music will be limited to background music for the outdoor dining area.

10. **SIGNS AND ADVERTISING.** No sign, picture, advertisement, or notice shall be displayed on any part of the leased premises visible to the public without the previous consent, in writing, of the Lessor.

11. **COST OF REPLANTING.** Lessee agrees to reimburse Lessor for all reasonable costs, including material and labor, incurred by Lessor in any replanting made necessary by the construction of any and all improvements made by the Lessee to the leased property.

12. **NON-SUCCESSION.** This lease agreement shall insure only to the benefit of and be binding upon the parties hereto and not to their respective heirs, successors and assigns.

13. **TAXES.** Lessee shall pay any and all ad valorem taxes special improvement district taxes levied and assessed against said premises and the improvements located thereon during the term of this lease.

14. **COMPLIANCE WITH LAWS.** Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises.

15. **INSURANCE OF LESSEE'S PROPERTY.** Lessee shall be solely responsible for maintaining insurance on his property, including but not limited to movables, trade fixtures installed by Lessee, furniture, furnishings and inventory.

16. **RIGHT OF INSPECTION.** The Lessor shall have the right, in person or through Lessor's duly authorized representative, at all reasonable times to inspect the leased premises.

17. **ALTERATIONS.** Lessee shall have the right and privilege to make, at Lessee's expense, ordinary repairs and alterations to the leased premises; however, no alterations shall be made without the prior written consent of Lessor.

18. **FIXTURES.** All trade fixtures installed by Lessee or acquired by Lessee independently of this lease shall remain Lessee's property and may be removed by Lessee at the expiration of this lease; provided, however, Lessee shall restore the leased premises and repair any damage thereto caused by such removal.

19. **ACCEPTANCE OF PREMISES.** It is expressly understood and agreed by the Lessee that it is leasing the demised premises in its current condition and that if the plumbing or electrical wiring proves to be inadequate for its purposes that it may, at its own expense, have such required additional plumbing and electrical wiring installed.

20. **MAINTENANCE OF LEASED PREMISES.** The Lessee shall be liable for all license fees, occupation taxes and the like in connection with the operation of any business on the leased premises, and shall pay all charges incurred by Lessee in connection with utility services of whatever kind or nature including any sewer charges and pickup of Lessee's trash and garbage.

The Lessee shall be responsible for maintaining the improvements upon the leased premises in a satisfactory condition and the premises shall, at all times, be maintained in a neat and orderly condition. Lessee's business operations will be carried on in accordance with the highest standards for such businesses, particularly in the areas of cleanliness and service.

21. **INDEMNIFICATION OF LESSOR.** The Lessee shall defend, indemnify and hold the Lessor harmless against any expense, claim, loss or liability as the result of any breach by the

Lessee, Lessee's agents, servant, employees, customers, visitors or licensees, of any covenant or condition of this lease, or as a result of the Lessee's use or occupancy of the demised premises, or the carelessness, negligence or improper conduct of the Lessee, Lessee's agents, servants, employees, customers, visitors or licensees. To facilitate the provisions hereof, the Lessee shall keep and maintain at all times during the term of this lease, or any extension thereof, in full force and effect with a company or companies acceptable to Lessor, insurance against third party liability by reason of the Lessee's occupancy of the demised premises with limits of liability thereunder of not less than \$100,000 per person and \$500,000 per accident with \$500,000 coverage for property damage.

22. **RETURN OF LEASED PROPERTY.** At the end of the term of this lease, or upon any other earlier termination, the Lessee agrees promptly and peaceably to restore possession of the leased premises to the Lessor in as good condition as they were when delivered to Lessee, ordinary wear and tear excepted. To accommodate this covenant, the Lessee hereby waives any and all notice to which Lessee may be entitled under the laws of the State of Arkansas as a prerequisite to a suit against Lessee for the unlawful detention of the property.

23. **NOTICES.** Any notice called for or permitted under the terms hereof shall be given in writing and sent by certified mail to the Lessee at 1 West Center, Fayetteville, Arkansas 72701, and to the Lessor at 113 West Mountain, Fayetteville, Arkansas 72701.

24. **WASTE.** Lessee agrees not to commit waste, nor permit waste to result or to be done to or upon the aforesaid property and premises; not to conduct any other business thereon or therein, nor store or permit to be stored thereon or therein any explosives, combustible substances or materials of any nature, which would increase the fire hazard or cause a premium to be charged for insurance higher than that charged for the present use of said property; and not to operate, nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.

25. **RIGHT TO CURE.** If the Lessee shall default in any of the covenants, agreements, conditions, or undertakings herein contained to be kept, observed and performed by the Lessee, the Lessor shall give notice of such default in writing to the Lessee and the Lessee shall have thirty (30) days from and after the giving of such notice to eliminate and/or cure the cause of such default. If said default is eliminated or cured within the aforementioned thirty (30) days, the Lessee shall not be considered in default or in breach of this lease.

26. **SEVERABILITY.** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

27. **INTERPRETATION.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

28. **ENTIRE AGREEMENT.** This lease agreement contains the entire agreement of both parties hereto, and not other oral or written agreement shall be binding on the parties hereto.

29. **NON-WAIVER PROVISION.** The failure of the Lessor or Lessee to insist upon the strict and literal performance of any agreement or condition herein or to exercise any option retained or granted by reason of a default by the lessee shall not constitute a waive of the Lessor's right thereafter to insist upon and enforce full performance of such conditions and agreements.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals and have caused their names to be hereunto affixed by the undersigned officers who are duly authorized so to act, on this _____ day of _____, 1998.

LESSEE:

By: _____
Name & Title

ATTEST:

By: _____
Name & Title

LESSOR:

CITY OF FAYETTEVILLE, ARKANSAS
A Municipal Corporation.

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

X AGENDA REQUEST
 CONTRACT REVIEW
 GRANT REVIEW

FROM:

Police

Department

Award contract in the amount of \$104,304.00 to Communication Specialist for mobile data equipment in vehicles and at the tower site. Approval of a budget adjustment combining funds from project #96008 and #96021 with project #97010 is also requested.

Capital Improvements

X Budgeted Item X Budget Adjustment Attached

Administrative Services Director

GRANTING AGENCY:

7-2-98
Date

Award contract to Communication Specialist in the amount of \$104,303.86 plus \$4,924.00 sales Tax.

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

MEMORANDUM

TO: Fred B. Hanna, Mayor

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

DATE: July 6, 1998

SUBJECT: Agenda Item - Award of Contract for Mobile Computer System and Budget Adjustment

Attached you will find an agenda request for Council approval of a contract in the amount of \$ 109,228 to Communications Specialists, Inc. and a budget adjustment. This contract will provide the "radio backbone" on Mt. Sequoyah, modems, radios, and vehicle consoles for a mobile computer system for the police department. We are initially purchasing 23 mobile units but expect to purchase additional units in the future. The Fire Department has also expressed interest in installing laptops in some fire units at some future date. The backbone is sized to accommodate up to 50 mobile laptops and achieve optimum response speed. The system is expandable at a later date if needs warrant.

Funds for replacement of the Public Safety Computer System were included in the 1997 Capital Improvement projects. Installation of an IBM AS 400 and software from New World Systems was approved by the Council last year and that project continues to progress. The laptop system is partially funded by a federal COPS MORE grant our department has received. Request for Proposals for the laptop system were received and reviewed by a City committee consisting of personnel representing the Police, Fire, City Data Processing, Internal Audit, and the City Council. That committee recommended a contract award to Communication Specialists, Inc.

The mobile laptop system will enable field officers to have instant access to the State interface for driver's license, vehicle license, and wanted persons files and it is invaluable for officers to have this pertinent information. This system will enhance officer safety, efficiency, and productivity. A national study on police mobile computers found officers equipped with mobile laptop systems made more arrests and located more wanted persons than non-equipped officers. One reason for this is officers do not have to compete for air time on the police radio to call in an inquiry. Our radio system is currently so busy that officers sometimes have to wait inordinate amounts of time trying to get through on the voice radio channel. The laptop system will reduce the workload in the dispatch center too because dispatchers will no longer be the

intermediaries in the multitude of these routine license checks and warrant inquiries.

The laptops will also enable our department to utilize field reporting software. This software (already purchased from New World Systems) allows officers in the field to directly enter crime reports into a windows-based environment on the laptop. The software ensures the report has all appropriate sections filled out and spell-checks the narrative. This information is then uploaded into our main computer at the police department, becoming instantly accessible by authorized persons. We expect this facet to reduce the lag time of reports becoming available to detectives and finalized reports being available for the public.

The laptop system will be capable of transmitting text from car-to-car and from dispatch to each car. This will give the ability for silent dispatching on selected calls and to notify field units of important information without tying up the regular voice radio system. After the system is completely operational, we will continue plans to interface to other cities' laptop systems. The Rogers police department currently has a laptop system operational with 28 units installed and 33 additional units planned. Other Northwest Arkansas police agencies have applied for grants for similar projects but Rogers and Fayetteville were the first to receive grant approval.

Mobile computing is quickly becoming commonplace in police work, both nationally and throughout Arkansas. The safety, efficiency, and added productivity it affords field officers is without question. Implementation of this system will provide a valuable tool to officers on the street and help our department in our continual efforts to provide the best possible public service.



STATEMENT OF WORK TO THE CITY OF FAYETTEVILLE, ARKANSAS

1.0 Introduction

1.1
This Statement of Work specifies the working relationship between Communication Specialists, Inc., DBA Communication Specialists Contracting, Inc. and the City of Fayetteville.

2.0 Performance Period

2.1
Performance shall begin upon the effective date of an agreement, and continue through the performance of all tasks described in this Statement of Work. Implementation shall be scheduled in accordance with a mutually agreeable plan to be prepared by Communication Specialists and the City of Fayetteville, the Customer.

3.0 Communication Specialists Responsibilities

3.1 Project Management and System Design.

3.1.1
Oversee and manage entire Wireless Computing Network project as it applies to the data transmission hardware including: system design, initiating and tracking equipment orders, installation of mobile data transmission hardware, overseeing, managing and accepting responsibility for the quality of workmanship performed by any subcontractor.

Provide interconnection diagrams, optimization procedures, radio interfaces, and programming parameters required to implement the base, mobile, and server hardware.

3.1.2

Provide verification of proper operation of all installed equipment. Record verification results.

3.1.3

Adhere to or exceed quality expectations spelled out in Communication Specialists Installation Standards quality assurance document, which is attached.

3.1.4

Make equipment adjustments necessary to optimize system performance.

3.1.5

Perform throughput test in accordance with DataRadio standards as outlined in Section 13 of response to RFP 98-002.

3.1.6

Upon the acceptance of a contract, Communication Specialists will apply for the appropriate frequency on behalf of the City of Fayetteville, with the understanding that the City of Fayetteville will be responsible for all applicable fees charged by the coordinating agency and the FCC. Communication Specialists will not charge the City of Fayetteville any fee for processing the necessary papers.

3.2

Equipment and Materials - Per arrangement options in our response to RFP-98-002 the City of Fayetteville will purchase all mobile and fixed equipment for their new mobile data system.

3.2.1

Provide the following base station data transmission equipment as per purchase agreement:

- a. Base station antenna - DB806
- b. 7/8" coax with connectors - ANDREWS LDF5-50A
- c. 1/2" coax jumper (if necessary) with connectors - ANDREW L4-NMNF-6
- d. Polyphaser lightning protection - IS-B50LN-C2
- f. Duplexer - TPC08628
- g. DataRadio BDLC with interface cable - BDLC-S3 (96G7B3SS)
- h. G.E. Ericsson Master III duplex base station - SXZM01
- i. Leased line modem - UDSV.3225

3.2.2

Provide the following base station hardware as per purchase agreement:

- a. Mounting arm for base antenna
- b. Grounding kit at base antenna
- c. DC grounding kit at tower base
- d. RJ45 connectors for four-wire telephone cable

3.2.3

Provide the following mobile equipment as specified in Section 6, "Pricing", in response to RFP 98-002

- 23 Mobile Radio Modems (MRM) with radio interface cable - 96G7MRM
- 22 G.E. Ericsson MDX mobile radio with antenna and power cable - PM82SN
- 1 Kenwood model 940 mobile radio with antenna and power cable
- 21 Havis-Shield Consolidator C-1400TM console with C-3090-2 computer mount, ML-LP2 map light with two 12v power outlets, AP 3" lined pocket

3.2.4

Provide the following server site hardware as specified in Section 6, "Pricing", in response to RFP 98-002

- a. Leased-line modem
- b. Serial cable from leased-line modem to the Customer's message switch

3.3

Mobile Data Carrying Case

Communication Specialists will provide a Zero Halliburton aluminum case to mount all necessary mobile data equipment and apparatus for a complete portable unit. Portable unit will consist of a mobile, power supply, MRM, laptop computer, necessary wiring hardware and antenna. All mobile data equipment and computer to be furnished by the City of Fayetteville Police Department. Communication Specialists will provide the the Zero Halliburton aluminum case which features a tough, pre-stress shell made of aircraft quality aluminum, interlocking tongue-and-groove closure with moisture and dust resistant seal, durable latches, hinges and lock, 2 lb. density polyurethane foam and maximum safety with instant accessibility. A Kenwood mobile radio will be substituted for the Ericsson GE radio due to size difference between the Ericsson and Kenwood. This will provide for lighter weight and more space within the

case. Total cost for mounting all equipment is \$350.00, which includes case and installation.

Customer Responsibilities

4.0

Base Site Installations

4.0.1

Provide space at the proposed tower site for the mobile data equipment.

4.0.2

Provide access to the tower site for Communication Specialists and installation personnel.

4.0.3

Provide one (1) permanent type 110 VAC outlet with four (4) plug-ins for Communication Specialists-supplied equipment.

4.0.4

Provide adequate heating ventilation air conditioning (HVAC) environment for mobile data equipment. The environmental specifications for the BDLC are: -30 C to +60 C; storage -40 C to +70 C.

4.0.5

Provide all necessary hardware for a remote data link from the application switch at the Fayetteville Police Department to the BDLC at the tower site. The data link should have the characteristics of an analog Bell 3002-type circuit. The data link should also use a dedicated leased-line circuit as opposed to a radio link. One dedicated leased telephone line is required.

4.0.6

Provide a location on the tower for the base antenna.

4.0.7

Be responsible for any and all fees associated with the acquisition of the appropriate FCC license.

4.0.8

Be responsible for any and all charges associated with the acquisition and monthly lease of the necessary telephone line(s).

4.1

Mobile Installations

4.1.1

Make Customer vehicles available to installation personnel in accordance with a mutually agreed upon installation schedule.

4.1.2

Specify a mounting location for all mobile data hardware for each type of Customer vehicle.

4.1.3

Provide 23 laptop computers with twenty-one 20' heavy-duty shielded RS232 cable, direct DC adapter, timer/shutoff

4.1.4

Under this contract, installation of mobile equipment will have a per unit price of \$350.00. This price will hold good for 90 days after the completion and acceptance of this system. Final installation charges will be adjusted in accordance with the actual number of mobiles installed.

4.2

Server Site

4.2.1

Provide space at the proposed server site for the data transmission equipment.

4.2.2

Provide access to the server site for Communication Specialists and installation personnel.

4.2.3

Provide one (1) permanent type 110 VAC outlet with four (4) plug-ins for Communication Specialists-supplied equipment.

4.2.4

Provide adequate heating ventilation air conditioning (HVAC) environment for mobile data equipment.

4.2.5

Provide all necessary hardware for a remote data link from the application switch at the Fayetteville Police Department to the BDLC at the tower site. The data link should have the characteristics of an analog Bell 3002-type circuit. The data link should also use a dedicated leased-line circuit as opposed to a radio link. One dedicated leased telephone line is required.

4.3

Provide an appropriate storage facility for equipment

4.3.1

Provide work area for installation personnel

5.0

Subcontractor Responsibilities (To be managed and overseen by Communication Specialists.

Communication Specialists may choose to subcontract a portion of the installation to a local contractor who is trained and certified to install mobile data technology. Communication Specialists will act in the best interest of the Customer as it pertains to all Subcontractor activities.

The following is a list of subcontractor(s) that will be used during the course of this contract:

Communication Plus
Larry Clayton - Owner
Bentonville, AR

The following standards and activities will be adhered to and overseen by Communication Specialists, thereby, insuring that the quality of workmanship meets or exceeds industry standards:

5.1

System Staging

5.1.1

Provide an adequately powered work area for staging the BDLC/base radio pair and the MRM.

Stage the base hardware by performing the following tasks at a location approved by Communication Specialists:

5.1.2

Optimize one (1) base/repeater radio for operation at the Customer transmit and receive frequencies according to manufacturer specifications.

5.1.3

Program/modify one (1) base station radio for the operating parameters as outlined in the required DataRadio Radio Interface Bulletin (RIB).

5.1.4

Connect the DataRadio Base Station Data Link Controller (BDLC) to the base station radio with the appropriate radio interface cable. Set transmit, receive, and carrier sense levels on the BDLC.

5.1.5

Program the BDLC for the Customer-specific parameters.

Stage twenty-three(23) mobile configurations by performing the following tasks at the Customer specified location:

5.1.6

Modify each mobile radio for operation with a DataRadio Mobile Radio Modem (MRM) as outlined in the required RIB.

5.1.7

Program each mobile radio for correct transmit and receive frequencies and for operating parameters as outlined in the required DataRadio RIB.

5.1.8

Program each MRM for Customer-specific parameters.

5.1.9

Connect each MRM to the mobile radio using the appropriate radio interface cable.

5.1.10

Set transmit, receive, and carrier sense levels on each MRM. Please note that once an MRM is paired with a radio, the MRM must stay with that particular radio. Radio and MRM serial numbers must be recorded as paired and forwarded to Communication Specialists.

5.2

Base Site Installations

5.2.1

Install one (1) base station antenna on Mt. Sequoyah at a location determined by Communication Specialists to insure the range that was predetermined by engineering studies and submitted with bid proposal.

5.2.2

Install one (1) DC grounding kit at the antenna.

5.2.3

Install 7/8" heliax coaxial cable with connectors, pass-thru, and mast from the antenna on the tower into the Customer radio facility.

5.2.4

Connect the 7/8" coax to the antenna.

5.2.5

Install one (1) DC grounding kit at the point the 7/8 coax leaves the tower.

5.2.6

Install one (1) lightning protector.

5.2.7

Install and optimize one (1) duplexer.

5.2.8

Connect the antenna network to the lightning protector input. If possible, use the 7/8" coaxial connection. If not, use a 1/2" coaxial jumper from the 7/8" coax (length not to exceed 100 feet).

5.2.9

Connect the lightning protector output to the duplexer input using the 1/2" jumpers.

5.2.10

Install one (1) staged DataRadio BDLC/base radio pair.

5.2.11

Connect 1/2" jumpers from base transmit and receive antenna connections to duplexer inputs.

5.2.12

Program/modify one (1) base station radio for the operating parameters as outlined in the required DataRadio Radio Interface Bulletin (RIB).

5.2.13

Connect the DataRadio BDLC to the base station radio with the appropriate radio interface cable. Set transmit, receive, and carrier sense levels on the BDLC.

5.2.14

Install a DataRadio CONFIGROM in the BDLC.

5.2.15

Program the BDLC for the Customer-specific parameters.

5.2.16

Program the channel's leased-line modem for remote communication with the Customer's message switch.

5.2.17

Connect an RS-232 DCE crossover cable from the leased-line modem to the BDLC.

5.2.18

Install a four-wire telephone cable from the demarcation points at the Customer's leased-line audio connections to the location of the leased-line modem. Attach an RJ45 connector wire to the end of the four-wire cable.

5.2.19

Attach the leased-line modem to the four-wire cable using the RJ45 connector.

5.3

Mobile Installations

Provide 23 MRM/mobile radio pairs by performing the following tasks:

5.3.1

Modify each mobile radio for operation with DataRadio MRMs as outlined in the required RIB.

5.3.2

Program each mobile radio for the Customer's transmit and receive frequencies and for operating parameters as outlined in the required DataRadio RIB.

5.3.3

Program each MRM for Customer-specific parameters.

5.3.4

Connect each MRM to its mobile radio using the appropriate radio interface cable.

5.3.5

Set transmit, receive, and carrier sense levels on each MRM. Please note that once an MRM is paired with a radio, the MRM must stay with that particular radio.

Outfit 21 Customer vehicles for data operation by performing the following tasks:

5.3.6

Relocate communication and signaling equipment to be placed in new mobile console.

5.3.7

Install a mobile radio/MRM pair in the Customer's designated location.

5.3.8

Install radio power cables in each vehicle.

5.3.9

Install antenna cables in each vehicle and cut to length, if necessary.

5.3.10

Cut each mobile radio antenna to the proper length.

5.3.11

Install a mobile radio antenna in each vehicle.

5.3.12

Install a data cable from each MRM to each laptop computer.

5.3.13

Install a mobile computer mount in each vehicle.

5.3.14

Install a mobile computer in each vehicle.

5.3.15

Install a power cable for each computer in each vehicle.

5.4

Server Site

5.4.1

Program the leased-line modem for remote communication with the BDLC at the tower site.

5.4.2

Install a four-wire telephone cable from the demarcation points at the Customer's leased-line audio connections to the location of the leased-line modem. Attach an RJ45 connector wire to the end of the four-wire cable.

5.4.3

Attach the leased-line modem to the four-wire cable using the RJ45 connector.

5.4.4

Testing and Verification

Participate in RF system acceptance testing.

5.5

Provide the following test equipment for installation and optimization:

- a. IFR 1200 service monitor or equivalent
- b. RF cables and connectors between service monitor and radios
- c. Oscilloscope and probe
- d. All components of a DataRadio Starter Kit
- e. A DOS-based PC-compatible computer with one serial port, a 3.5 inch disk drive, and 640K RAM minimum
- f. RS-232 cables to connect computers to the MRMs

- g. Installation tools and miscellaneous nuts, bolts, washers, etc., required to install the mobile and base hardware

6.0

Agreement Price Details and Payment Terms

6.1.1

Price Details: Purchased equipment

Pricing will be as outlined in Section 6 of response to RFP 98-002.

Total includes:

- 23 Mobile Radio Modems
- 22 G. E. Ericsson Mobile Radio for Mobile Applications Mobile Radios
- 1 Kenwood Mobile Radio for Briefcase Application
- 21 Havis-Shield Vehicle Console with Map Light and Pocket, installed
- 2 Telephone Modem
- 1 Base Station Antenna
- 1 7/8" Coax with Connectors and Jumper
- 1 Polyphaser Lightning Arrestor
- 1 Duplexer
- 1 G. E. Master III Duplex Base Station
- 1 DataRadio BDLC Data Controller
- 1 System optimization, installation, startup and training

Equipment and Services Total: \$104,303.86

This total does not include sales tax.

6.2

Payment Terms

Payment terms are as follows: Fifty percent (50%) due upon order; fifty percent (50%) due upon final successful testing of the system as determined in DataRadio testing procedures. Successful testing will be determined by the ability of the data transmission hardware's ability to pass data; payment to Communication Specialists will not be delayed or withheld due to a software related complication or failure.

7.0

Warranty

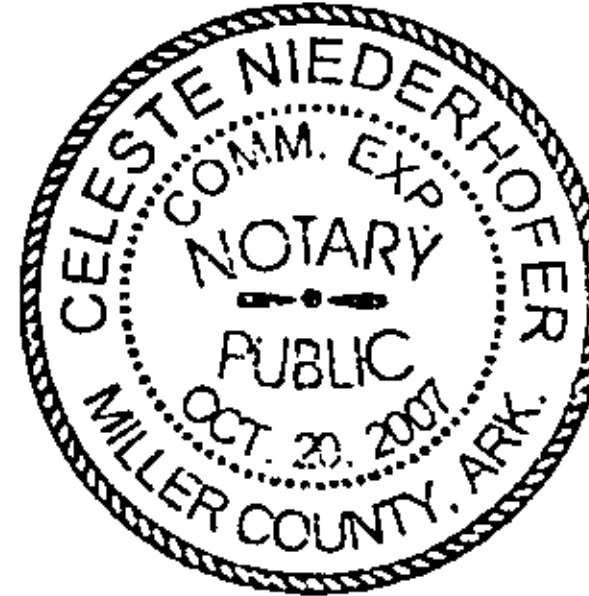
All parts of the mobile system and fixed equipment shall be fully warranted for a one-year period from the date of satisfactory acceptance test completion. All hardware failures that occur during this period shall be rectified by the vendor at no additional charge to the Customer. Warranty on all fixed equipment when possible will be performed in the field.

Typical warranty support for DataRadio hardware and Ericsson mobile equipment is "return to depot," where depot refers to Communication Specialists in Texarkana, Ar.. Units requiring repair will be serviced within 10-15 business days after receipt at the depot. It is strongly recommended that the City of Fayetteville purchase one complete mobile system which consists of a mobile radio and MRM as a spare unit to reduce downtime.

Per contract.

Communication Specialists, Inc. DBA
Communication Specialists Contracting, Inc.

By: Mike Huddleston
Mike Huddleston - Pres.



STATE OF _____ *

COUNTY OF _____ *

This instrument was acknowledged before me on the 1st day of July, 1998
by Celeste Niederhofer

Notary Public, State of Arkansas

Printed Name: Celeste Niederhofer

My Commission Expires My Commission Expires Oct. 20, 2007

Fayetteville, City of

By: _____
Mayor

STATE OF _____ *

COUNTY OF _____ *

This instrument was acknowledged before me on the _____ day of _____, 1998
by _____.

Notary Public, State of _____

Printed Name: _____

My Commission Expires: _____

Communication Specialists Installation Standards

1.0

Base Station Installation Requirements

1.1

The equipment will be installed in a neat and professional manner.

1.2

The equipment will be securely installed and permanently mounted in the appropriate locations. All equipment will be rack-mounted in the base station cabinet.

1.3

The equipment will be grounded according to local electrical code requirements.

1.4

The Customer will install AC conduit and outlets needed to power the equipment according to local electrical code requirements.

1.5

DC cables will be installed neatly.

1.6

Signaling cables will be installed neatly.

1.7

Each end of each cable will be clearly labeled with its purpose and destination.

1.8

Each end of each telephone cable will be clearly labeled with its purpose and destination.

1.9

The equipment cabinets will be marked with the appropriate function, call sign, frequencies, and tones.

1.10

Information for contacting the service agency will be posted conspicuously. Names and phone numbers of the persons servicing the equipment will be included.

1.11

The antenna transmission line will be attached to the tower with appropriate durable hangers.

1.12

The antenna transmission line will be grounded with grounding kits at the top of the line, where it leaves the tower, and at the building entrance.

1.13

A coaxial surge protector will be installed and properly grounded on the antenna Tx line between the line and the first user equipment.

1.14

Check the VSWR of the installed antenna through the coaxial cable on the radio end of the installation. It must be less than 1:1.5".

2.0

Vehicular Installation Requirements

2.1

The mobile radio and MRM will generally be installed in the trunk, but could be located elsewhere in the vehicle by arrangement with the end-user and approval of Communication Specialists.

2.2

The radio and MRM will be interconnected with a cable not to exceed three (3) feet in length.

2.3

The mobile radio/MRM pair will be securely mounted in a manner acceptable to the Customer.

2.4

The mobile radio antenna will be installed on the vehicle roof whenever possible. The antenna will be adjusted in accordance with the manufacturer's instructions. Coax cabling will be terminated to length with an appropriate antenna connector.

2.5

Check the VSWR of the installed antenna through the coaxial cable on the radio end of the installation. It must be less than 1:1.5".

2.6

Low-power mobile radios will be grounded to the chassis on the battery ground.

2.7

The power lead will be fused.

2.8

All cabling from the computer terminal will be run under the carpet and back seat. Excess computer cable will be coiled neatly and tied securely.

2.9

Proper grounding and shielding of radio equipment is imperative.

3.0

Mobile Terminal

3.1

In cars with consoles on the hump in front of the seat, the terminal will be mounted on its own mounting in front of the passenger seat. The mounting will be secured to the floor with bolts or appropriately-sized sheet metal screws. Room must be allowed for a passenger.

3.2

In cars with the console between the seats, the terminal will be mounted between the console and the dash. The terminal will be centered and will not be more than 10 inches in height.

3.3

In all cases, the terminal cannot obstruct the use of the cigarette lighter whether it is mounted in the dash or in the console.

3.4

In no case will operation of the vehicle controls or other equipment controls be impeded. The terminal must be within the air bag safety zone.

3.5

If any piece of equipment, such as vascar, radar, or cameras, has to be relocated within the vehicle, it must be mounted in the air bag's safety zone and must not interfere with other equipment or car operation.

3.6

Proper grounding and shielding of all cabling used with the terminal is imperative.

4.0

General

4.1

All work shall conform to industry-recognized standards.

4.2

Records of installations, parameter settings, and equipment performance tests for all Subcontractor-installed system components must be written.

4.3

A copy of the records will be furnished to Communication Specialists.

4.4

The installation Subcontractor must maintain a clean installation work area.

4.5

The work area will be cleared of all residual material at the end of each work day.

4.6

Materials/equipment needed for continuation of the installation will be temporarily stored as approved by the Customer, or removed from the premises, until work resumes.

4.7

All equipment is to be tested for functionality and proper operation.

4.8

The Subcontractor will repair and/or replace, at his cost, any equipment damaged during or as a result of the installation.

4.9

All work must be performed with observance of proper static avoidance discharge techniques and policies.

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

Budget Year 1998	Department: Sales Tax Capital Improvements Fund Division: Program:	Date Requested 07/02/98	Adjustment #
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Project or Item Requested:
Request approval to combine funding for project #96008 and #96021 with project #97010.

Project or Item Deleted:
None.

Justification of this Increase:

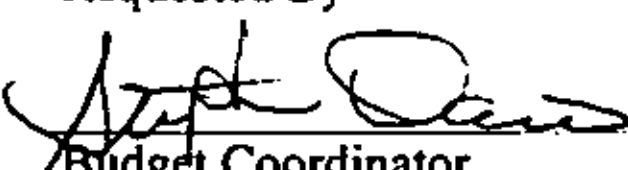
The Computerized Police Mugshots (project #96008) and Bar Code System for Property/ Evidence (project #96021) have been purchased as part of the public Safety Computer System Replacement Project (project #97010).

Justification of this Decrease:

Increase Expense (Decrease Revenue)			
Account Name	Amount	Account Number	Project Number
Fixed Assets	77,000	4470 9470 5801 00	97010 1

Decrease Expense (Increase Revenue)			
Account Name	Amount	Account Number	Project Number
Fixed Assets	52,000	4470 9470 5801 00	96008 1
Fixed Assets	25,000	4470 9470 5801 00	96021 1

Approval Signatures

Requested By 	Date 7-2-98
Budget Coordinator	Date
Department Director	Date
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type: A B C D E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category Log _____

STAFF REVIEW FORM

X Agenda Request
 Contract Review
 Grant Review

For the City Council Meeting of

July 21, 1998

From:

Jan Simco

Community Development

Admin Services

Name

Division

Department

ACTION REQUESTED:

Consideration of Change Order #1 in the amount of \$186,424.06 to amend the contract with Jerry D. Sweetser, Inc for street and associated improvements in the Community Development Target Area.

COST TO THE CITY:

\$186,425

Cost of this request

\$492,878

Project Budget

Public Imprv Target Area
Category/Project Name

2180-4990-5390.17

Account Number

\$492,878

Funds used to date

Community Development
Program Name

97070-20

Project Number

\$0

Remaining Budget

Community Development
Fund

BUDGET REVIEW:

X Budgeted Item

X Budget Adjustment Attached

Steph Davis
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Grantor Agency:

Marilyn Kramer 7-9-98
Accounting Manager Date

Yolanda Fields 7-9-98
Internal Auditor Date

[Signature] 7-9-98
City Attorney Date

ADA Coordinator Date

PVice 7-9-98
Purchasing Manager Date

STAFF RECOMMENDATION:

Staff requests approval of Change Order #1.

Jan Simco 7-9-98
Division Head Date

Ben 7/10/98
Admin Svcs Director Date

Department Director Date

Fred Harris 7/13/98
Mayor Date

STAFF REVIEW FORM

Description _____ Meeting Date _____

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

FROM: Mayor Fred Hanna

THRU: Ben Mayes, Administrative Services Director

DATE: July 8, 1998

SUBJECT: Community Development Street Improvements - Change Order #1

BACKGROUND

On May 5, 1998 a contract was awarded in the amount of \$453,793.05 to Jerry D. Sweetser, Inc. to construct infrastructure improvements in the Community Development Target Area. The area for improvement is bounded on the north by Archibald Yell Avenue, on the east by College Avenue, on the South by Sixth Street, and on the west by Church Street. The principal objective of the project is to improve storm drainage in an area that has experienced deterioration mainly due to inadequate storm water control.

The scope of work was divided into two phases: The contracted scope of work includes installation of underground storm drainage to replace open ditches and construction of curb, gutters, and sidewalks on one side of the street. The second phase is asphalt overlay of the street surface to be completed by the City Street Division. This scope of phase two was based on the assumption that existing street subsurfaces were in good enough condition that only milling and overlay were necessary except in a couple of isolated locations.

Now that construction is underway, it is evident that the existing street and subsurface conditions are much worse than anticipated. This neighborhood is one of the oldest in the City and the old dirt streets were apparently overlaid with asphalt without adequate subsurface construction. Staff agrees that all the streets require reconstruction of the base to insure the quality and longevity of the improvements.

CONSIDERATION OF CHANGE ORDER #1

Staff considered several options to remedy this situation including having the work completed by the Street Division or changing the overall design so that reconstruction would not be needed. After discussion, staff requested Crafton, Tull, & Associates, engineers for the project, and the contractor to prepare a cost estimate for the work.

The total amount of the change order is \$186,424.06. Generally the work includes excavation and undercut of the existing street surface and reconstruction of the street base. The Street Division will complete the asphalt overlay as originally planned. The change order details each cost and is attached for your information.

BUDGET CONSIDERATIONS

No funds for contingencies are included in the original contract due to a HUD-imposed prohibition. A budget adjustment is necessary. The Community Development budget contains unprogrammed funds that are comprised from previously allocated projects that are rescheduled for 1999 and carry-over funds from completed projects.

STAFF RECOMMENDATION

Staff requests favorable consideration of Change Order #1 for these reasons:

- * In order for the Street Division to complete these improvements, the on-going Overlay Program must be seriously curtailed, perhaps for the remainder of the construction season. Although the monetary costs are about the same, the negative costs to the larger community in terms of the diversion of manpower and materials from the Overlay Program are significant;
- * Any design changes would negatively impact the effectiveness and integrity of the overall drainage system which is the critical objective of the project;
- * The manpower and equipment needed to complete the work are already on-site mitigating additional start-up costs;
- * The contractor has the ability and capacity to begin work promptly and to complete the work in a professional, workmanlike manner.

Please contact Jan Simco, Community Development Coordinator, if you have questions or if you require additional information. Thank you for your consideration of this request.

Attachments: Change Order #1
 Budget Adjustment
 Resolution No. 55-98 Awarding Bid to Sweetser Construction, Inc.
 Map of Project Location

CHANGE ORDER NO. 1

Crafton, Tull and Associates, Inc.
Fayetteville, Arkansas

JOB: Community Development Project JOB NO: 97024.00

DESCRIPTION OF CHANGE:

In addition to items in original contract: Excavate streets down to dirt subgrade. Then excavate additional 18" undercut when necessary. Roll, compact and test dirt subgrade. Haul, place, and steel wheel roll 4" SB-2 to protect dirt subgrade. Calculate and pay for utility relocation or repair (time and material) not to exceed \$20,000. Change 24 feet of 24" RCP to 18" x 29" RCP arched pipe. Deduct one dollar per foot (\$1.00/LF) off of original bid price for base under curb.

REASON FOR CHANGE:

Volume of excavation exceeds street department personnel and equipment originally allocated for this project. This necessitates a change in the scope of work for the Contractor. Small utility repairs can be made quicker than City while larger repairs can be more efficiently be done by the City. 24" RCP had to be changed to an arched pipe due to telephone "duct" too high to go over and could not go under with 18" RCP.

ITEM NO.	ITEM	UNIT PRICE	PRESENT QUANT.	PRESENT AMT.	REVISED QUANT.	REVISED AMT.
37	Street Excavation	\$3.50/TY	0	\$0.00	4823 TY	\$16,880.50
38	Add. St. Undercut	\$12.50/CY	0	\$0.00	6800 CY	\$85,000.00
39	Class 7 Base (4")	\$12.50/Ton	0	\$0.00	4000 Ton	\$50,000.00
40	St. Finish Grading		0	\$0.00	1 LS	\$15,555.56
41	Additional Labor (Grade Checks)		0	\$0.00	1 LS	\$8,000.00
42	Utility Reloc. (Not to Exceed)		0	\$0.00	1 LS	\$20,000.00
43	18 x 29 RCP (Arch)	\$62.00/LF	0	\$0.00	24 LF	\$1,488.00
44	Credit for Curb (Deduct)	\$1.00/LF	10500 LF			(\$10,500.00)
TOTAL				\$0.00		\$186,424.06

REQUESTED _____, 1998

SWEETSER CONSTRUCTION

RECOMMENDED _____, 1998

CRAFTON, TULL & ASSOCIATES, INC.

APPROVED _____, 1998

CITY OF FAYETTEVILLE

The original Change
order form is
being signed &
will be incorporated
into the Agenda item
as soon as possible

RESOLUTION NO. 55-98

A RESOLUTION AWARDED BID NO. 98-25 IN THE AMOUNT OF \$453,793.05 TO SWEETSER CONSTRUCTION, INC., FOR IMPROVEMENTS TO STREETS, SIDEWALKS, AND STORM DRAINAGE IN THE SOUTHEAST TARGET AREA; AND APPROVAL OF A BUDGET ADJUSTMENT.

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

Section 1. That the City Council hereby awards Bid No. 98-25 in the amount of \$453,793.05 to Sweetser Construction, Inc., for improvements to streets, sidewalks, and storm drainage in the Southeast Target Area; and authorizes the Mayor and City Clerk to execute a contract for said amount. A copy of the contract is attached hereto marked Exhibit "A" and made a part hereof.

Section 2. The City Council hereby approves a budget adjustment in the amount of \$106,022 increasing expense account, Public Improvement Target, Acct. No. 2180 4990 5390 17, Project No. 97070 1 and decreasing expense account for Trans. to Council on Aging, Acct. No. 2180 4990 5722 00, Project No. 96092 1. A copy of the budget adjustment is attached hereto and made a part hereof.

PASSED AND APPROVED this 5th day of May, 1998.

APPROVED:

By: _____

Fred Hanna
Fred Hanna, Mayor

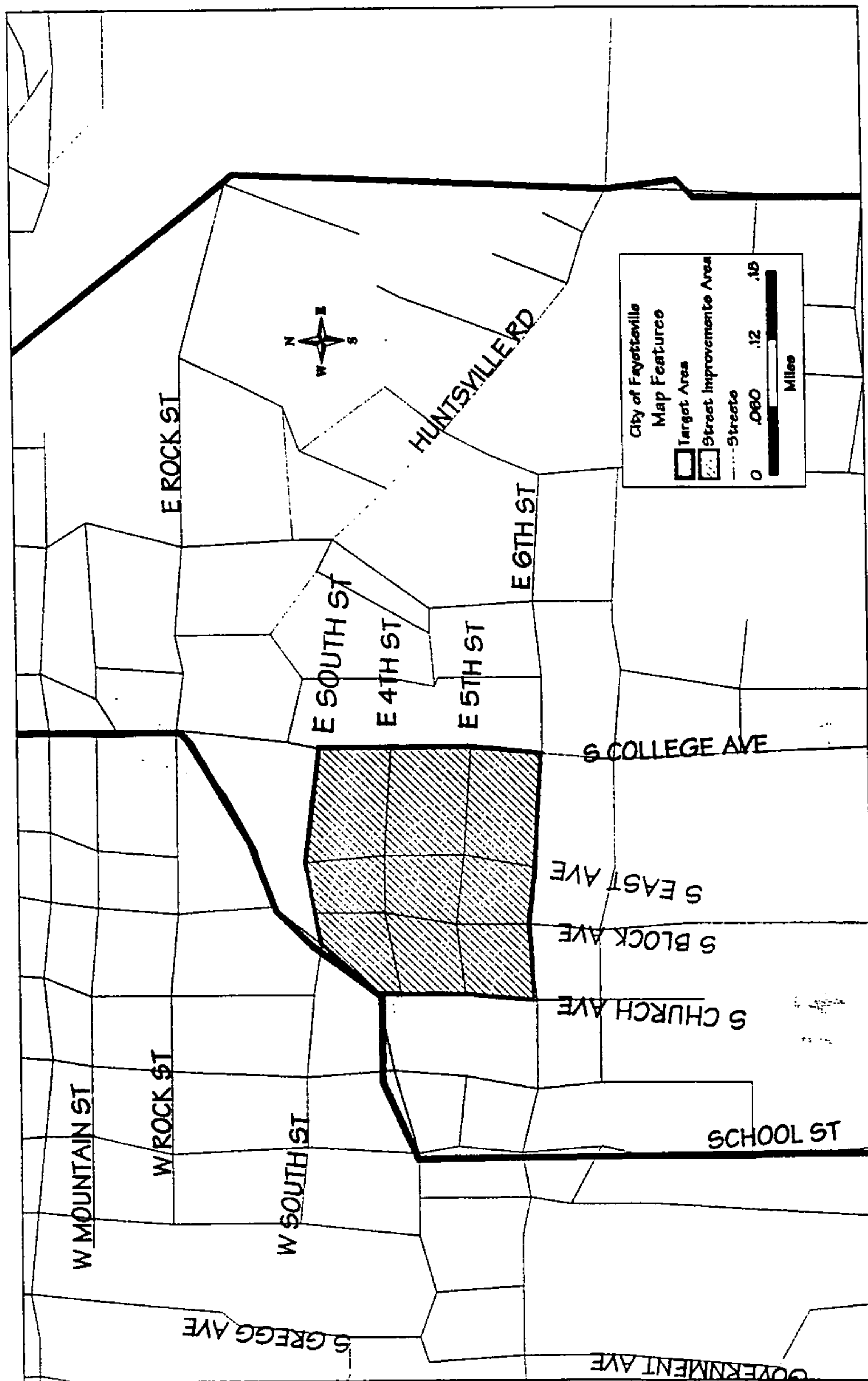
ATTEST: _____

By: _____

Heather Woodruff
Heather Woodruff, City Clerk

City of Fayetteville, Arkansas

Phase Two Area Street Improvements



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

Budget Year 1998	Department: Administrative Services Division: Community Development Program: Public Facilities / Imps	Date Requested July 9, 1998	Adjustment #
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Project or Item Requested: \$186,425 in additional funding is requested for the CDBG Street Improvements Capital Project.	Project or Item Deleted: \$186,425 from the Walker Senior Center Project.
--	--

Justification of this Increase: More extensive improvements are required than originally anticipated.	Justification of this Decrease: The Walker Senior Complex is not expected to be under construction until 1999. Additional funding will be added if needed during the 1999 Budget Process.
--	--

Increase Expense (Decrease Revenue)							
Account Name	Amount	Account Number				Project Number	
Public Improvement Target	186,425	2180	4990	5390	17	97070	20

Decrease Expense (Increase Revenue)							
Account Name	Amount	Account Number				Project Number	
Trans to Council on Aging	186,425	2180	4990	5722	00	96092	1

Approval Signatures		Budget Office Use Only	
Requested By 	Date 7-9-98	Type: A B C <u>D</u> E	
Budget Coordinator	Date	Date of Approval	
Department Director 	Date 7/10/98	Posted to General Ledger	
Admin. Services Director	Date	Posted to Project Accounting	
Mayor	Date	Entered in Category Log	

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of July 21, 1998

FROM: Dale Frederick Airport General Gvmt.
 Name Division Department

ACTION REQUIRED: The Airport requests approval of the Amendment to the Airfield Electrical Investigation Contract (#630) with Garver & Garver Engineers in the amount of \$95,150.16 for the design and supervision of the airfield lighting rehabilitation. This amendment is the result of the study conducted under Project # 98054-01 by Garver & Garver Engineers of the causes of runway and taxiway lights outages, which have occurred intermittently over the last several years. This project has been given a priority by the FAA and a federal Airport Improvement Project grant in the amount of \$600,000.00 has already been approved for the current federal fiscal year. Because of the priority, tight time frame, and their familiarity with this project, Garver & Garver has been asked to perform the duties of this amendment. This amendment has been reviewed and approved by the city's Engineering Department staff.

A budget adjustment is attached to move funds from the Federal Grant Projects account to this project.

COST TO CITY:

\$ 95,150.16	\$ 710,000.00	<u>Airfield Lighting</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>7870-25</u>		
<u>5550-3960-5314-00</u>	\$ 32,700.00	<u>n/a</u>
Account Number	Funds used to date	Program Name
<u>98054-01</u>	\$ 677,300.00	<u>Airport</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

[Signature] XX Budgeted Item XX Budget Adjustment Attached
 Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

<u>[Signature]</u> <u>7-10-98</u>	<u>[Signature]</u> <u>7-10-98</u>
Accounting Manager Date	ADA Coordinator Date
<u>[Signature]</u> <u>7-10-98</u>	<u>[Signature]</u> <u>7-10-98</u> ✓
City Attorney Date	Internal Auditor Date
<u>[Signature]</u> <u>7-10-98</u>	
Purchasing Officer Date	

STAFF RECOMMENDATION: Staff recommends approval.

[Signature] 7-9-98
 Division Head Date

<u>[Signature]</u>	Date	Cross Reference
Department Director	<u>7/10/98</u>	New Item: Yes No
<u>[Signature]</u>	Date	Pre Or/Res#:
Administrative Services Director	<u>7/13/98</u>	Orig.Cont.Date
Mayor	Date	

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor

FROM: Dale Frederick, Airport Manager 

DATE: July 8, 1998

SUBJECT: Request approval of the Amendment to the Airfield Electrical Investigation Contract (#630) with Garver & Garver for the design and supervision of the Airfield Lighting Rehabilitation.

The Airport is requesting approval of an amendment in the amount of \$95,150.16 to the Airfield Lighting Investigation Contract (#630) with Garver & Garver Engineers for the design, administration, and supervision of the Airfield Lighting Rehabilitation. This amendment is the result of the Airfield Electrical Investigation Garver & Garver conducted of the problem with intermittent outages of runway and taxiway light sections. The study suggests several improvements to the airfield lighting system; among those are: replacing faulty cable and putting new cable in conduit, adding ducts and manholes for easier and quicker access when conducting system tests and repairs, and improved lightning protection.

This project has been recognized by the FAA as a priority and a federal Airport Improvement Project grant in the amount of \$600,000.00 was approved this spring for the current federal fiscal year. Because of the priority, tight time frame, and their familiarity with this project, Garver & Garver has been requested to perform the duties of this amendment.

This contract amendment has been approved through an Independent Engineer's Cost Analysis by a member of the City's Engineering Department staff.

Attachments: Staff Review
Contract Amendment
Budget Adjustment
Independent Engineer's Cost Analysis
FAA Airport Improvement Project Grant Approval Notification

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

RECEIVED JUL 09 1998

DEPARTMENTAL CORRESPONDENCE

To: Dale Frederick, Airport Manager

Thru: Don Bunn, City Engineer

From: Sid Norbash, Staff Engineer 

Date: July 8, 1998

Re: Independent Cost Review / Engineering Services
Contract Review - Garver and Garver
(a) 8-Bay T-Hanger (b) Airfield Lighting Rehabilitation

In reference to your memorandum of June 1, 1998, to the City Engineer, Don Bunn, I have reviewed the contract and the following are my comments:

T-Hanger Project:

The level of engineering effort matches the scope of the work. In my opinion, the fact that this project will have to go through large scale development process by the City of Fayetteville justifies the hours involved. Therefore, the total contract price of \$26,300.00 appears to be within the guidelines, and reasonable.

Airfield Lighting Rehabilitation:

The hours allocated for this project seemed high at first review that I conducted. Per my request I met with the Engineer and Don Green of your office, and learned more about the scope and complexity of this project.

Because a lot of the actual construction work has to be performed at night, and the nature of this project the hours involved seem reasonable, and within the guidelines, and engineering standards. The total contract price of \$95,151.00 appears reasonable when compared with the scope of this project.

If I can be of any further assistance to you please advise.

SN/sn



U.S. Department
of Transportation
**Federal Aviation
Administration**

Southwest Region
Arkansas, Louisiana,
New Mexico, Oklahoma,
Texas

RECEIVED APR 16 1998

Fort Worth, Texas 76193-0000

April 13, 1998

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

Dear Mayor Hanna:

Your request for assistance under the Airport Improvement Program, as authorized by Title 49 United States Code, for Drake Field, Fayetteville, Arkansas, has been approved for Fiscal Year 1998. The allocation is as follows:

Federal Funds:	\$600,000
Project Number:	3-05-0020-25-98
Development:	Rehabilitate runway and taxiway lights.

This allocation may be used only for the development described above and you are expected to proceed without delay. Our Airports Division representative, Mr. Donald Harris, will contact you within seven days to provide any assistance you may need and to work with you to establish a project schedule. This schedule will include a timely grant offer being made based on receipt of bids. This allocation is tentative and will remain valid as long as the project formulation is proceeding on schedule. Failure to meet the schedule will jeopardize project funding and could lead to withdrawal of the tentative allocation.

We look forward to working with you and your staff toward the successful completion of this project.

Sincerely,

Original Signed By:
Donald C. Harris

Faye Nedderman
Manager, Arkansas/Oklahoma
Airports Development Office

Celebrating 50 Years of Airport Development

AMENDMENT TO AIRFIELD ELECTRICAL INVESTIGATION CONTRACT
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES
Fayetteville Municipal Airport
Airfield Lighting Rehabilitation

This is an agreement made as of _____, 19____ between the City of Fayetteville, Fayetteville Municipal Airport (OWNER), and Garver and Garver, P. A. (ENGINEER).

OWNER intends to improve the Fayetteville Municipal Airport, more specifically:

- ◆ Rehabilitate the airfield lighting system along the airport runways, taxiways, and electrical vault, henceforth referred to as the "Project".

All project improvements shall be in accordance with:

- ◆ Applications for Federal Aid prepared by the OWNER, and sound engineering practice.

The OWNER and the ENGINEER in consideration of the mutual covenants in this contract agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION I - GENERAL

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to perform professional engineering services for the project. The ENGINEER has visited the site where the construction will be performed. Engineering will conform to the requirements and standards of the OWNER and the Federal Aviation Administration, in accordance with regulations and procedures established for Federal Aid Projects. The ENGINEER will coordinate his services with the OWNER, the FAA, and others required in the accomplishment of the services. All of the Engineering Services will be supplied by the ENGINEER's personnel, under subcontract to the ENGINEER.

SECTION II - SCOPE OF SERVICES

The ENGINEER shall render all professional engineering services necessary and customary in the planning and construction of the improvements described above.

Services for each phase of the projects are described in more detail as follows for:

1. BASIC ENGINEERING SERVICES FOR THE:

1.A Preparation of Preliminary Report and Plans. The Engineer shall:

- 1.A.1 Serve as the OWNERS representative in the preliminary phase of the project and furnish consultation and advice to the OWNER during the performance of this service.
- 1.A.2 Attend preliminary conferences alone or with OWNER representative, local officials, state and federal agencies, utility companies and others regarding the proposed project, its general design, functions, and impact.
- 1.A.3 Assist the OWNER in ordering and directing the accomplishment of such special services as soil borings and material tests as may be necessary. The OWNER will make Payment for Soil borings will be made directly to the testing lab.
- 1.A.4 Prepare a preliminary engineering report, supported by preliminary plans, and submit copies

- for review and approval to the OWNER and FAA in the number required.
- 1.A.5 Attend conferences for review and conduct coordination conference of interested agencies and utilities, if required.
- 1.A.6 The duties and responsibilities of ENGINEER during the Preparation of Preliminary Report and Plans Phase are amended and supplemented as indicated in paragraph 1 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".
- 1.B Design Phase. The Engineer shall:
- 1.B.1 Plan and direct the balance of on site investigation, surveys and tests required for final design of the project.
- 1.B.2 Prepare detailed construction drawings, specifications, instructions to bidders, general provisions and special provisions, all based on guides furnished to the ENGINEER by the OWNER and FAA. Contract Documents (Plans, Specifications, and Estimates) will be prepared for one (1) construction contract of two (2) schedules. These designs shall be in accordance with sound engineering principles and shall be submitted to the FAA office from which approval must be obtained. Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10, or other appropriate standards approved for use by the FAA. The ENGINEER will obtain a specimen copy of the General Provisions and applicable prevailing wage rates from the FAA and the Arkansas Department of Labor for incorporation into the specifications for the proposed project.
- 1.B.3 Submit to the FAA Airport's Development Office advance copies of the plans and specifications and cost estimates for review as required by the FAA.
- 1.B.4 The ENGINEER shall prepare a "Construction Materials Quality Control Plan". The plan shall list all materials to be tested during construction, the appropriate time for testing, the ASTM test designation, the method of sampling, acceptance criteria, and tolerance criteria, and the frequency of testing required.
- 1.B.5 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.
- 1.B.6 The duties and responsibilities of ENGINEER during the Design Phase are amended and supplemented as indicated in paragraph 2 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".
- 1.C Bidding or Negotiating Phase.
- 1.C.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. Compensation to the Engineer is based on the preparation of two (2) separate construction schedules; One for the rehabilitation of direct buried airfield lighting and the Second for conduit and light cans.
- 1.C.2 Issued addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 1.C.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.C.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.C.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.
- 1.C.6 Assist the OWNER in the execution of all contract documents and furnish a sufficient number of executed documents for the OWNER, Contractor and FAA.
- 1.C.7 Attend and act as the OWNER's representative at the required preconstruction conference.
- 1.C.8 The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.D Construction Phase. The ENGINEER shall:

- 1.D.1 Perform the duties and discharge the responsibilities stated in Project Specifications after receiving authorization to proceed with construction; however, the ENGINEER does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. As a minimum, the ENGINEER or his qualified representative will visit the project site on the average of once during each fifteen (15) working days of the construction period. The ENGINEER or his qualified representative will be available at all times work is in progress for telephone contact by the construction observer. The ENGINEER shall direct, supervise, advise, and counsel the construction observer in the accomplishment of his duties.
- 1.D.2 Consult with and advise the OWNER during the construction period. He will submit, when requested by the OWNER, written reports to the OWNER on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, ENGINEER shall supply to OWNER such periodic reports and information as required by the FAA.
- 1.D.3 Applications for Payment are 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.D.4 Coordinate with the construction observers to insure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- 1.D.5 Assist the OWNER in the observation of Contractor's operations for proper classification of workers, and assist in the review of Contractor's payrolls as necessary to determine compliance with the prevailing wage rates.
- 1.D.6 When authorized by the OWNER, prepare change orders or supplemental agreements, as appropriate, for ordering changes in the work from that originally shown on the Plans and Specifications. If re-design or substantial engineering is required in the preparation of these documents, payment for extra services involved will be made in addition to the payment provided in basic engineering services.
- 1.D.7 The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.E Construction Observer. The Construction Observer shall have field experience in the type of work to be performed, and have knowledge of testing requirements and procedures.

2. SPECIAL ENGINEERING SERVICES FOR:

2.A Surveys for Design and Preparation of Plans. The ENGINEER will use his personnel to supplement existing surveys and aerial photography. Surveys will be made of existing facilities necessary for design and for preparation of preliminary and final plans.

2.B Construction Observation. During the normal project construction time estimated to be: 120 calendar days, the ENGINEER will maintain full-time resident personnel on the job for construction observation and coordination of the work. Qualified personnel mutually acceptable to the OWNER and the ENGINEER will perform construction observation. The construction observer shall endeavor to protect the OWNER against defects and deficiencies in the work of the Contractor, but he does not guarantee the Contractor's performance. The construction observer will prepare requests for monthly and final payments to the Contractor and will provide information for preparation of record drawings of the completed project. Primary duties are as follows:

2.B.1 Submittal of FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the appropriate FAA field office. The frequency of submittal shall be established at the preconstruction conference.

2.B.2 The ENGINEER shall administer the construction materials quality control plan prepared by the ENGINEER.

2.B.3 The ENGINEER shall prepare a Construction Materials Quality Control Summary to be submitted at project's end to the FAA. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether or not the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Materials Quality Control Plan."

2.B.4 Document quantities of materials used on the project by actual measurements and computations in field notebook or computer printouts retained in a folder. For materials paid for on a weight basis, a summary of the material placed each day should be kept in the field notebook. The notebook and/or computer printouts, supported by the original set of weigh tickets, is the basis for payment.

2.B.5 Maintain a set of working drawings, on the job site, which can be used to prepare record drawings.

2.B.6 Maintain a diary, which should contain daily entries made and signed by the Construction Inspector. Each entry should include the following:

(a) Date and weather conditions.

(b) Names of important visitors.

(c) Construction work in progress and location.

(d) Size of Contractor's work force and equipment in use.

(e) Number of hours worked per day for Contractor and subcontractors.

(f) The substance of important conversations with the Contractor concerning conduct, progress, changes, test results, interpretations of specifications or other details.

2.C Surveys for Construction. The ENGINEER will use his personnel to accomplish horizontal and vertical control for the project, which the construction contractor will use to control the work. The duties and responsibilities of the ENGINEER for surveys for construction are amended and supplemented as indicated in paragraph 5 of Exhibit "A" "Further Description of Engineering Services and Related Matters".

3. TESTING:

For Soils Borings and materials tests necessary for the design of the project, the ENGINEER will direct the making of sufficient material tests by a testing laboratory approved by the owner to permit proper design of the improvements. Cost of the Soil borings and material tests for design will be paid by the OWNER directly to the testing laboratory.

The ENGINEER will assist the owner in coordinating hiring a testing firm to make material tests to demonstrate compliance with specifications during construction. The OWNER will pay cost of such materials testing directly to the testing firm.

4. ADDITIONAL SERVICES:

4.A After approval of the preliminary Plans and Specifications, should there be a change in the Scope of Work or a significant change that requires re-design, the ENGINEER will make such changes as directed by the OWNER.

4.B When directed by the OWNER, the ENGINEER will prepare major Change Orders or Supplemental Agreements during the construction phase as required to accomplish the work. Major Change Orders are defined as those that require re-design or substantial engineering.

4.C If unanticipated conditions should arise that extend the Project construction time beyond that established in the Contract Documents, the ENGINEER will maintain resident personnel on the job, as required, to complete the Project. The ENGINEER and the OWNER agree that additional observation rate will be billed at the rates paid by the ENGINEER during the performance of the work, with direct and indirect payroll costs added, but for the additional construction observation caused by unanticipated conditions the professional fee will not be billed.

4.D When directed by the OWNER, the ENGINEER will assist as expert witness in litigation arising from the development or construction of the Project.

4. E When directed by the OWNER, the ENGINEER will prepare modifications to the original construction contract, or additional construction contract documents as required by Federal Funding availability for the project.

(THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY)

SECTION III - THE OWNER and ENGINEER FURTHER AGREE

1. This is an Arkansas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the OWNER and ENGINEER, the matter shall be resolved in accordance with the Laws of the State of Arkansas.
2. This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party. If this Agreement is so terminated, the ENGINEER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION IV - ENGINEERING FEES; however, the ENGINEER may be required to furnish an accounting of all costs. If the contract is so terminated, the ENGINEER shall be paid for his time at the rate of 2.75 times the actual salary costs paid to his employees working on the project, and the actual costs of materials expended.
3. The FAA, OWNER, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of the ENGINEER which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription. The ENGINEER shall maintain all required records for 3 years after the OWNER makes final payment and all other pending matters are closed.
4. After completion of the Project, and prior to final payment, the ENGINEER shall deliver to the OWNER, all original documentation prepared under this Contract, and one (1) set of the record drawing Construction Plans updated to reflect changes. One (1) set of the record drawing Construction Plans will also be delivered to the FAA Airport District Office, if requested by the FAA project manager. Basic survey notes and sketches, charts, computations and other data shall be made available, upon request, to the OWNER without restriction or limitation on their use. In the event the OWNER does not have proper storage facilities for the protection of the original Drawings, the OWNER may request the ENGINEER to retain the Drawings with the provision that they will be made available without restriction upon written request. In the event any of the above documents are re-used by the OWNER, the nameplates will be removed and the ENGINEER released and held harmless of subsequent liabilities.

(THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY)

SECTION IV - ENGINEERING FEES

- 1-1. For Basic and Special Engineering Services for the Airfield Lighting Rehabilitation, the engineering fees shall be as tabulated below:

WORK DESCRIPTION	FEE
Plans and Specifications Preparation	\$28,243.04
Construction Contract Administration	\$18,219.60
Construction Support Services	\$48,687.52
TOTAL FEE	\$95,150.16

- 1-2. For Plans and Specifications Preparation, Construction Contract Administration, and Construction Support Services, the OWNER agrees to pay the ENGINEER the lump sum fee of \$ 95,150.16 for services rendered by the ENGINEER's employees. The ENGINEER will be paid monthly by the owner based on the percent of the project complete to date, based upon statements submitted by the Engineer to the OWNER. These statements will be supported by a monthly progress report prepared by the ENGINEER, and submitted in the form and number required by the OWNER. Total payment for each part as shown above will be due when that part is acceptably complete to the satisfaction of the OWNER.

The Lump Sum Fees tabulated above for Construction Contract Administration and Construction Support Services are based on a construction contract performance time of 120 days. Because available funding and other project variables may make it necessary to amend the scope of the construction contract, it may be necessary to amend the scope, and the method and/or amount of payment to the ENGINEER for Construction Contract Administration, Construction Support Services, and Construction Materials Testing. Amendments necessary to adjust the scope of work and fees for the Construction Contract Administration, Construction Support Services, and Construction Materials Testing will be made by mutual agreement of the OWNER and the ENGINEER.

- 1-3. For additional services described in SECTION II, paragraph 4, the Owner and the Engineer agree to negotiate the Engineering Fee in accordance with the Scope of Services to be performed.

SECTION V - ADDITIONAL REQUIRED LANGUAGE FOR FEDERALLY FUNDED PROJECTS

TITLE VI ASSURANCES

During the performance of this contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "ENGINEER") agrees as follows:

1. Compliance with Regulations. The ENGINEER shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The ENGINEER, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The ENGINEER shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the OWNER or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the ENGINEER's noncompliance with the nondiscrimination provisions of this contract, the OWNER shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to --
 - 5.A withholding of payments to the ENGINEER under the contract until the ENGINEER complies, and/or
 - 5.B cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The ENGINEER shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the OWNER or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request the OWNER to enter into such litigation to protect the interests of the OWNER and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

DISADVANTAGED BUSINESS ENTERPRISE (D.B.E.) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CAR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the D.B.E. requirements of 49 CAR Part 23 apply to this agreement.
2. D.B.E. Obligation. The ENGINEER agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all ENGINEERS shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

SECTION VI - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

6.1 This Agreement is subject to the following special provisions.

6.1.1 (NOT USED)

6.2 The following Exhibits are attached to and made a part of this Agreement:

6.2.1 "Certification of ENGINEER" consisting of one page.

6.2.2 Exhibit "A" - "Further Description of Basic Engineering Services and Related Matters" consisting of 1 page.

6.2.3 Engineering Cost Estimate consisting of 4 pages.

6.3 This Agreement (consisting of pages 1 to 10, inclusive) together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

ENGINEER:

The City of Fayetteville, Fayetteville Municipal Airport

Garver+Garver, P.A.

L:\1997\976103 -FYV Airfield Lighting Rehabilitation\Contract\Contract.Doc

**HERE
SIGN**

AIRPORT IMPROVEMENT AID PROJECT:
STATE: Arkansas

CERTIFICATION OF ENGINEER

I hereby certify that I am Vice President and duly authorized representative of the firm of GARVER+GARVER, P.A., ENGINEERS, and that neither I nor the above firm I here represent has:

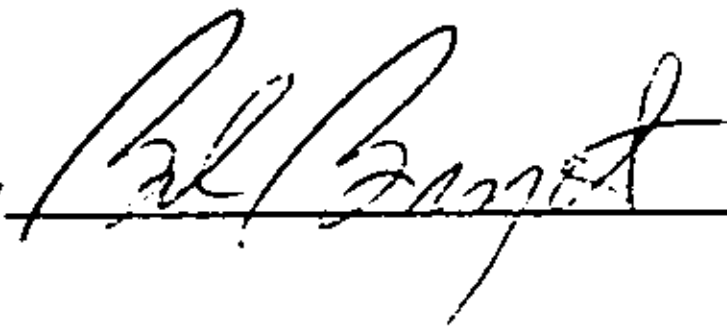
(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or for Garver+Garver) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER+GARVER, P.A., ENGINEERS

By 

DATE:

7/9/98

Exhibit "A"

"Further Description of Engineering Services and Related Matters"

General:

Paragraph 1

No amendments to the standard language for the Preparation of Preliminary Report and Plans are made by this paragraph.

Paragraph 2

No amendments to the standard language for the Design Phase are made by this paragraph.

Paragraph 3

No amendments to the standard language for the Bidding or Negotiating Phase are made by this paragraph.

Paragraph 4

No amendments to the standard language for the Construction Phase are made by this paragraph.

Paragraph 5

No amendments to the standard language for the Surveys for Construction Phase are made by this paragraph.

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FAYETTEVILLE MUNICIPAL AIRPORT

Page 1 of 4

Airfield Lighting Rehabilitation - Engineering Services

Plans and Specifications Preparation, Construction Contract Administration, Construction Support Services

Plans and Specifications Preparation

1. Perform final on-site investigations as needed to supplement electrical investigation report. Determine existing and future vault loading and configurations, fixture rehabilitation needed and final homerun duct routing. Prepare revised project budget estimates.
2. Perform on-site surveys and measurements required for homerun duct alignment, existing FAA, utility and cable routing, pavement edges and fixture locations. Survey underground cables with cable tracer and pickup all utility and FAA-supplied cable markings.
3. Develop sequence of construction to maintain maximum use of airfield during construction. Gather and incorporate Airport staff, tower, airline and airport user input for sequence design.
4. Prepare final plans and specifications for a two-schedule project. Project to include one schedule for direct-buried cable (system rehabilitation) and one schedule for cans/conduit. Incorporate comments from the FAA and Airport staff during design. Prepare final construction and project cost estimates.

	1	2	3	4	Total
Sr. Project Manager	4	0	4	4	12
Sr. Project Engineer	4	0	8	48	60
Project Engineer	0	0	0	0	0
Sr. Design Engineer	24	4	8	80	116
Design Engineer	24	4	0	96	124
Technician/Draftsman	4	0	0	120	124
Survey Crew	0	24	0	8	32
Construction Engineer	0	0	0	2	2
Construction Observer	0	0	0	4	4
Typist	0	0	0	16	16

FAYETTEVILLE MUNICIPAL AIRPORT
Airfield Lighting Rehabilitation - Engineering Services

Page 2 of 4

Construction Contract Administration

1. Coordinate advertisement and bid dates with airport staff. Dispense plans to prospective bidders, support plans through bidding process. Prepare bid tabulation, recommendation of award, execution of contract, coordination of notice to proceed. Prepare for and conduct preconstruction conference.
2. Review and correct/approve contractor's construction materials submittals for conformance with contract documents. Prepare contractor's pay estimates. Prepare and forward request for reimbursement forms for Commission review and signature. Review and submit contractor's pay estimates. Submit close out paperwork to the FAA and the State Department of Aeronautics.

	1	2	Total
Sr. Project Manager	4	5	9
Sr. Project Engineer	24	48	72
Project Engineer	0	0	0
Sr. Design Engineer	32	60	92
Design Engineer	30	40	70
Technician/Draftsman	6	16	22
Survey Crew	0	0	0
Construction Engineer	0	5	5
Construction Observer	2	16	18
Typist	2	32	34

FAYETTEVILLE MUNICIPAL AIRPORT
Airfield Lighting Rehabilitation - Engineering Services

Page 3 of 4

Construction Support Services

1. Surveys for Construction - Establish survey baselines adequate for contractor's layout of the project.
2. Provide full-time construction observation for the estimated 120-day construction contract performance time. Coordinate contractor and airport operations during construction. Provide clerical and engineering support for the construction observer. Conduct project and design engineer visits to the job site to resolve construction problems. Prepare record drawings.

	1	2	Total
Sr. Project Manager	0	16	16
Sr. Project Engineer	2	16	18
Project Engineer	0	0	0
Sr. Design Engineer	2	32	34
Design Engineer	2	32	34
Technician/Draftsman	0	8	8
Survey Crew	8	0	8
Construction Engineer	4	6	10
Construction Observer	4	754	758
Typist	2	8	10

FAYETTEVILLE MUNICIPAL AIRPORT

Page 4 of 4

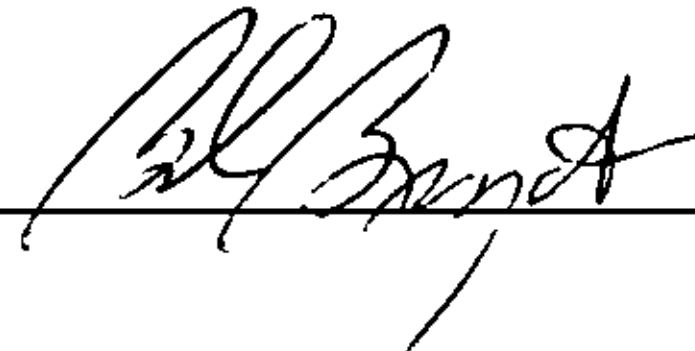
Airfield Lighting Rehabilitation - Engineering Services

07/09/98

Plans and Specifications Preparation, Construction Contract Administration, Construction Support Services

DIRECT SALARY COST	Plans and Specifications Preparation		Construction Contract Administration		Construction Support Services	
	MAN HOURS	COST	MAN HOURS	COST	MAN HOURS	COST
Sr. Project Manager	12	\$446.40	9	\$334.80	16	\$595.20
Sr. Project Engineer	60	\$1,620.00	72	\$1,944.00	18	\$486.00
Project Engineer	0	\$0.00	0	\$0.00	0	\$0.00
Sr. Design Engineer	116	\$2,180.80	92	\$1,729.60	34	\$639.20
Design Engineer	124	\$1,946.80	70	\$1,099.00	34	\$533.80
Technician/Draftsman	124	\$2,170.00	22	\$385.00	8	\$140.00
Survey Crew	32	\$960.00	0	\$0.00	8	\$240.00
Construction Engineer	2	\$74.40	5	\$186.00	10	\$372.00
Construction Observer	4	\$73.20	18	\$329.40	758	\$13,871.40
Typist	16	\$195.20	34	\$414.80	10	\$122.00
Subtotal - Salaries		\$9,666.80		\$6,422.60		\$16,999.60
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (150%)		\$14,500.20		\$9,633.90		\$25,499.40
<u>DIRECT NON-PAYROLL COSTS</u>						
Reproduction		\$250.00		\$75.00		\$100.00
Survey Supplies		\$200.00		\$0.00		\$72.00
Computer Rental		\$0.00		\$0.00		\$0.00
Mileage/Travel		\$600.00		\$136.00		\$800.00
Subtotal - Direct Cost		\$1,050.00		\$211.00		\$972.00
Subtotal Costs		\$25,217.00		\$16,267.50		\$43,471.00
PROFESSIONAL FEE (profit)		\$3,026.04		\$1,952.10		\$5,216.52
Subtotal:		\$28,243.04		\$18,219.60		\$48,687.52

TOTAL: \$95,150.16

 Prepared by Garver & Garver, P. A.


 Date 7/9/98

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

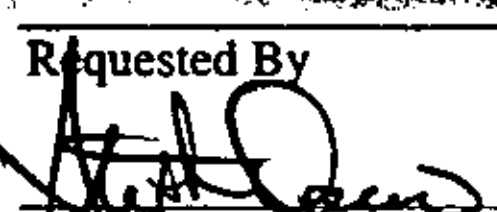
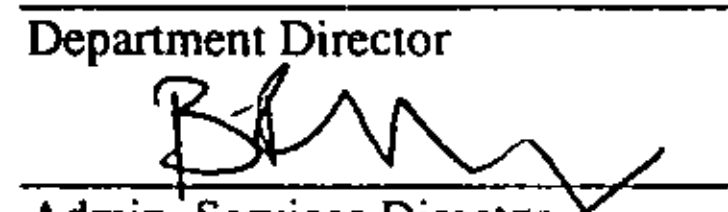
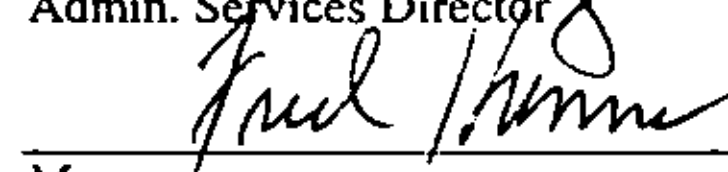
Budget Year 1998	Department: General Government Division: Airport Program: Airport Capital	Date Requested July 10, 1998	Adjustment #
---------------------	---	---------------------------------	--------------

Project or Item Requested: \$96,000 is requested in the Airfield Lighting Rehabilitation Capital Project and \$86,400 is requested in the Airfield Lighting Rehabilitation Grant Revenue Account.	Project or Item Deleted: None.
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Justification of this Increase: The funding for the Airport Federal Grant Matches Capital project is budgeted into one account. Once the Federal Aviation Administration assigns project numbers to the individual projects, the funding and the appropriate revenue needs to be transferred to the correct account.	Justification of this Decrease: This administrative adjustment simply reallocates project budget to correct account.
--	--

Increase Expense (Decrease Revenue)							
Account Name	Amount	Account Number				Project Number	
Airfield Lighting Rehab	96,000	5550	3960	7820	25	98092	1
Fed Grant Matches - Grant	86,400	5550	0955	6820	25		

Decrease Expense (Increase Revenue)							
Account Name	Amount	Account Number				Project Number	
Federal Grant Matches	96,000	5550	3960	7820	25		
Airfield Lgt Rehab - Grnt	86,400	5550	0955	6820	25	98092	1

Approval Signatures Requested By:  Budget Coordinator Date: 7-10-98 Date: _____ Department Director:  Admin. Services Director:  Mayor:  Date: 7/10/98 Date: 7/13/98 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: _____	
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<u> x </u>	AGENDA REQUEST
<u> </u>	CONTRACT REVIEW
<u> </u>	GRANT REVIEW

<u>Jim Beavers</u>	<u>Engineering</u>	<u>Public Works</u>
Name	Division	Department

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Kevin Crosson, PW Director *KOC*
Charles Venable, Asst. PW Director
Don Bunn, City Engineer *out*

From: Jim Beavers, Engineering *JB*

Date: 14 July 98

Re: Agenda Request, Council Meeting of July 21, 1998.
Resolution for the City of Fayetteville to cost-share
with the Arkansas Highway and Transportation Department
- Additional drainage on Highway 265 at Ridgely Drive.
AHTD Job 0049999

Existing drainage problems in the Boardwalk Subdivision along Londonderry Drive and Meandering Way and along segments of Manor Drive and Ridgely Drive south of Boardwalk were noted during the Planning Commission process for the proposed Marvin Gardens Subdivision and the subsequent independent drainage study performed December 1996 by Milholland Engineering (the study and maps are available for review in engineering).

The 1998 CIP and Budget contains \$200,000.00 for a project to correct the existing drainage problems identified in Milholland's report for the Boardwalk area and Manor and Ridgely Drives.

A engineering contract has approved by the City Council on February 17, 1998 with Milholland Engineering to provide design and construction management services for the proposed drainage improvements. Milholland has proceeded with the design and a construction contract for improvements within Boardwalk will be presented later this summer.

Subsequent to the contract with Milholland the City has discussed relocating the drainage crossing on Highway 265 at Ridgely Drive south approximately 875 feet. The AHTD engineers have estimated the costs of the additional drainage to be \$34,671.00. There will be other costs to the City for an off-site drainage easement and swale (unless the property is purchased as part of the highway right-of-way) across the property near station 87+00 as shown on the AHTD attachment.

The relocation of the drainage south will alleviate the existing drainage problems along Ridgely Drive where the AHTD existing cross drainage discharges into the yard at the sw corner of Ridgely/Highway 265 and the runoff continues west, then south, along Ridgely. The improvements along Ridgely as designed by Milholland to convey this stormwater are two - 30 inch pipes and are roughly estimated at \$80,000.00. These improvements will not be included in Milholland's final project if the City Council approves the resolution which will allow the AHTD to relocate the cross drainage and help resolve this problem.

If the resolution is approved the AHTD will include the additional drainage in their final design. The AHTD currently plans to let the construction contract for the Highway 265 widening in January 1999.

Please refer to the following attachments:

1. Overall drainage improvement map.
2. Proposed Resolution received from the AHTD July 9, 1998.
3. Copy of current AHTD plans which do not include the requested drainage improvements.
4. Copy of the AHTD estimate to include the additional drainage.
5. Copy of the letter from the City to AHTD dated June 26, 1998.

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Dan Flowers
Director
Telephone (501) 569-2000



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

July 6, 1998

RECEIVED

JUL 09 1998

**CITY OF FAYETTEVILLE
MAYOR'S OFFICE**

The Honorable Fred Hanna
Mayor of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: Job 004999
Hwy. 16-Hwy. 45 (S)
Washington County

Dear Mayor Hanna:

Enclosed are a sample resolution and an Agreement of Understanding for the referenced project that address drainage improvements along Ridgely Drive outside the project limits. Upon passage of the resolution, please sign the Agreement and return both documents to the Department.

If you have any questions, please contact Bill Bradberry or John Bettis in our Programs and Contracts Division at (501)569-2261.

Yours truly,

Robert L. Walters
Chief Engineer

Enclosures

PROJECT RESOLUTION

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF FAYETTEVILLE
TO UTILIZE CITY FUNDS FOR PORTIONS OF
THE FOLLOWING PROJECT:**

**Job 004999
Hwy. 16-Hwy. 45 (S)
Highway 265 (Crossover Rd.)
Washington County**

WHEREAS, the City of Fayetteville has requested that the Arkansas State Highway and Transportation Department construct additional drainage improvements on this project to alleviate drainage problems along Ridgely Drive outside the project limits, and

WHEREAS, the City of Fayetteville agrees to pay 100% of costs associated with this additional drainage work.

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

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the change of this city project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

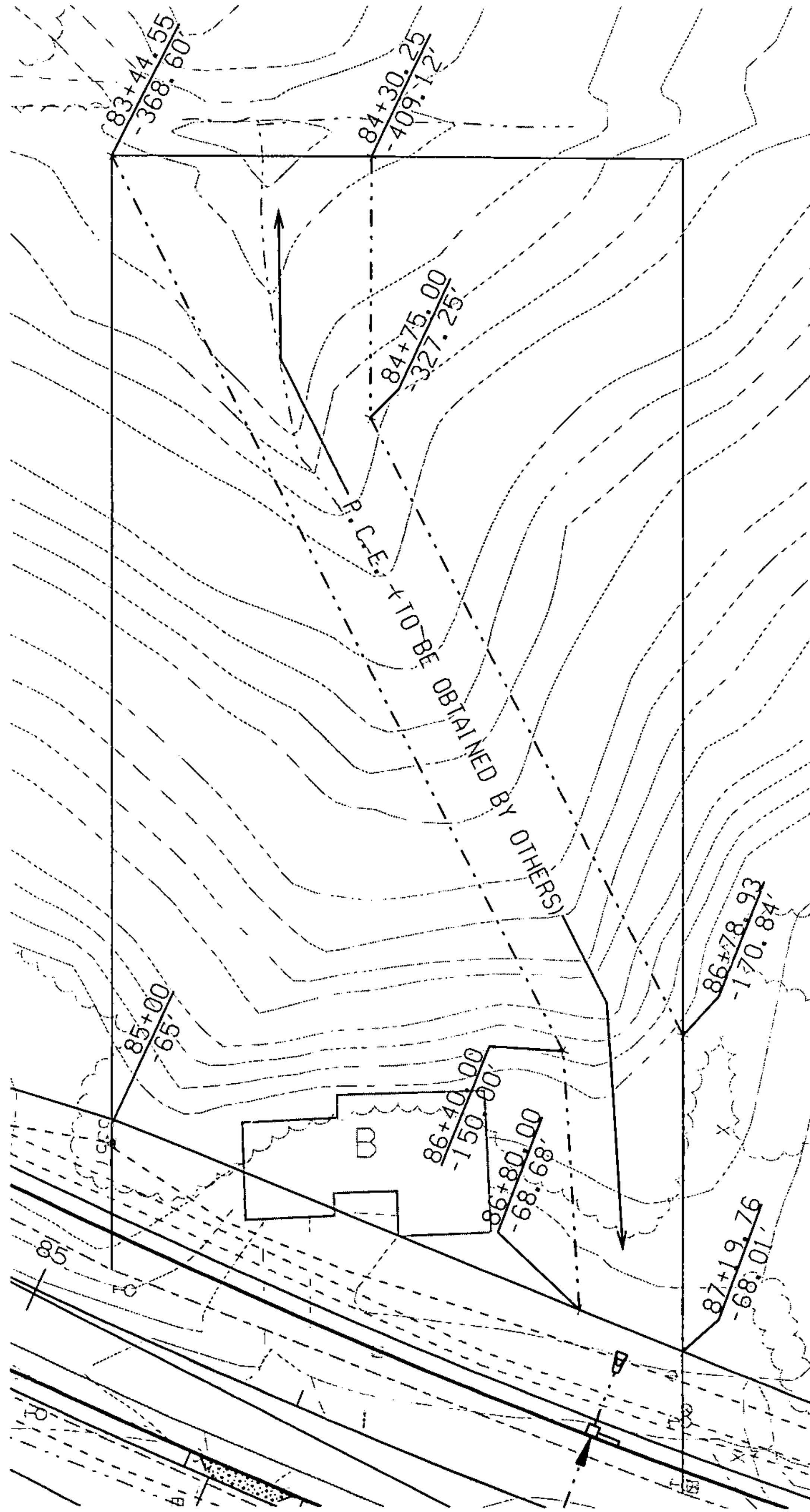
THIS RESOLUTION adopted this _____ day of _____, 1998.

Fred Hanna
Mayor

ATTEST: _____

(SEAL)

Job 004999



**AGREEMENT OF UNDERSTANDING
BETWEEN**

**THE CITY OF FAYETTEVILLE
AND
THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**

RELATIVE TO

**Job 004999
Hwy. 16-Hwy. 45 (S)
Highway 265 (Crossover Rd.)
Washington County**

WHEREAS, the City of Fayetteville (hereinafter called "City") has expressed its desire to add drainage work to the project to alleviate drainage problems along Ridgely Road outside the project limits.

NOW THEREFORE, IT IS AGREED, that the City will acquire the necessary permanent construction easement (P.C.E.) (shown on the attached sketch) for the drainage, will provide documentation of acquisition of the P.C.E. to the Arkansas State Highway and Transportation Department (hereinafter called "Department") prior to advertisement of the project, and will be responsible for 100% of the cost of construction of the additional drainage portion of the project.

IT IS FURTHER AGREED, that should the City fail to pay to the Department any required funds due for this portion of the project implementation, the Department may cause such funds as may be required to be withheld from the City's gasoline tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this _____ day of _____, 1998.

RECOMMENDED:

Assistant Chief Engineer for Planning

**ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT**

CITY OF FAYETTEVILLE

Dan Flowers
Director of Highways and Transportation

Fred Hanna
Mayor

JOB 004999

**COST ESTIMATE FOR THE CITY'S POSSIBLE RELOCATION OF THE
OUTLET CHANNEL AT STA. 94+95 LT. TO STA. 87+00 LT.**

1. Cost as designed (Outlet at Sta. 94+95)

Station	Item	Quantity	Unit	Price	Cost
95+75	Drop Inlet on Rt.	1	Each	1700	1700
	8' Extension	1	Each	800	800
	30" R.C. Pipe Culvert	84	Lin. Ft.	43	3612
	30" Flared End Section	1	Each	980	980
94+95	Drop Inlet on Rt.	1	Each	1700	1700
	8' Extension	1	Each	800	800
	24" R.C. Pipe Culvert	106	Lin. Ft.	35	3710
	42" R.C. Pipe Culvert	90	Lin. Ft.	71	6390
	24" Flared End Section	1	Each	735	735
	42" Flared End Section	1	Each	1600	1600
90+50	Drop Inlet on Rt.	1	Each	1700	1700
	24" R.C. Pipe Culvert	353	Lin. Ft.	35	12355
	24" Flared End Section	1	Each	735	735
87+00	Drop Inlet on Lt. & Rt.	2	Each	1700	3400
	8' Extension	1	Each	800	800
	24" R.C. Pipe Culvert	85	Lin. Ft.	35	2975
	24" Flared End Section	2	Each	735	1470

TOTAL AS DESIGNED

\$ 45,462

2. Cost with outlet at Sta. 87+00

Station	Item	Quantity	Unit	Price	Cost
95+75	Drop Inlet on Rt.	1	Each	1700	1700
	8' Extension	1	Each	800	800
	30" R.C. Pipe Culvert	84	Lin. Ft.	43	3612
	30" Flared End Section	1	Each	980	980
94+95	Drop Inlet on Rt.	1	Each	1700	1700
	8' Extension	1	Each	800	800
	24" R.C. Pipe Culvert	6	Lin. Ft.	35	210
	30" R.C. Pipe Culvert	95	Lin. Ft.	43	4085
	24" Flared End Section	1	Each	735	735
94+00	Drop Inlet on Rt.	1	Each	1700	1700
	24" R.C. Pipe Culvert	6	Lin. Ft.	35	210
	36" R.C. Pipe Culvert	350	Lin. Ft.	61	21350
	24" Flared End Section	1	Each	735	735
90+50	Drop Inlet on Rt.	1	Each	1700	1700
	24" R.C. Pipe Culvert	3	Lin. Ft.	35	105
	42" R.C. Pipe Culvert	350	Lin. Ft.	71	24850
	24" Flared End Section	1	Each	735	735
87+00	Drop Inlet on Lt. & Rt.	2	Each	1700	3400
	8' Extension	1	Each	800	800
	24" R.C. Pipe Culvert	12	Lin. Ft.	35	420
	48" R.C. Pipe Culvert	66	Lin. Ft.	106	6996
	24" Flared End Section	1	Each	735	735
	48" Flared End Section	1	Each	1775	1775

TOTAL FOR ALTERNATE

\$ 80,133

**Difference in Cost
(City's Responsibility)**

\$ 34,671

PostNet Fax Note	7871	Deliv 3-23	# of pages 1
To	JIM REBER	From	JOHN MARINZ
Co./Dept.		Co.	AHTD
Phone #		Phone #	569-2529
Fax #		Fax #	

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

June 26, 1998

Mr. John Mathis, P.E.
Roadway Design
Arkansas State Highway and Transportation Department
P. O. Box 2261
Little Rock, AR 72203

Re: Highway 265 widening and drainage.

Dear Mr. Mathis,

I would like to obtain the information necessary to provide for the oversizing and/or additional drainage south from Ridgely Drive, stations 94+75 to 87+00, for the Highway 265 widening as we have previously discussed and which you have provided working estimates.

The estimated costs for this drainage of \$34,761 exceed the Mayor's authority and as such only the City Council may authorize the obligation or expenditure of these funds.

Please inform me of the timing required, and the format of any formal agreement necessary, to add the additional drainage into your construction plans.

Concerning the proposed oversizing and/or additional drainage north of Lovers Lane (north of station 108+45) the City has decided to work within the existing subdivison and not to request that the AHTD include any additional or oversized drainage north along highway 265, if such drainage would be charged to the City. Thank you for your preliminary design and estimate for this segment of proposed drainage.

Please call me at 501-444-3418 if you have any questions or if I can provide any additional information.

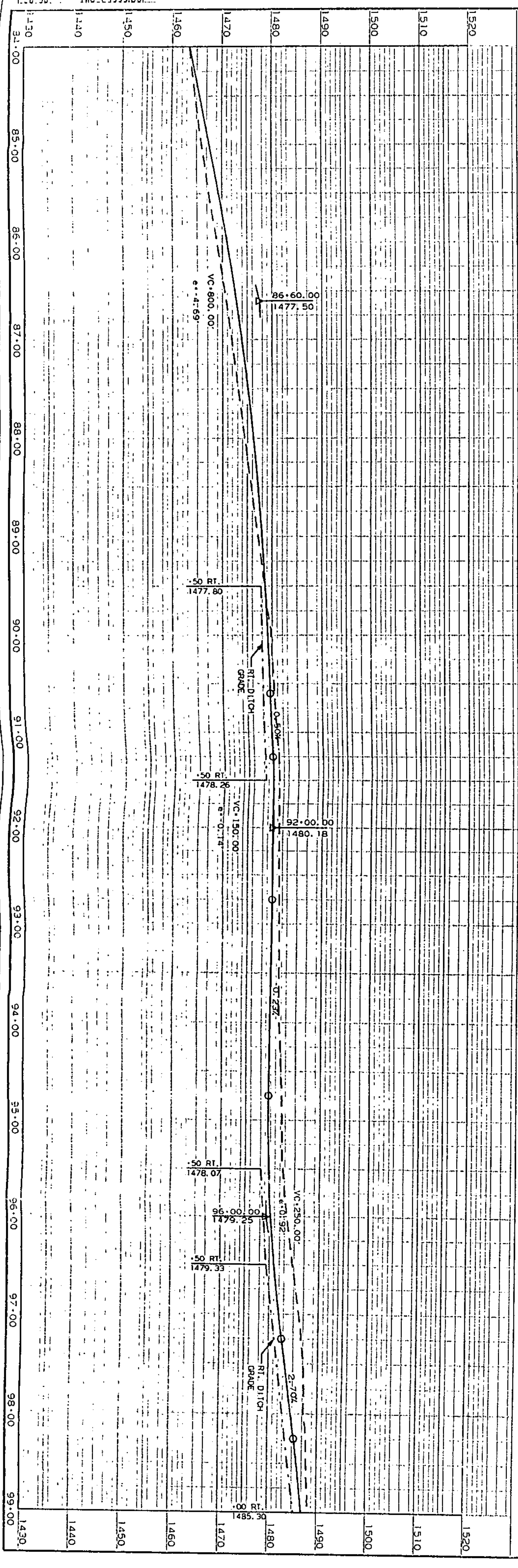
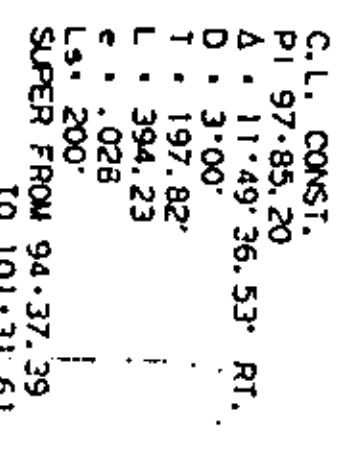
Thank you,

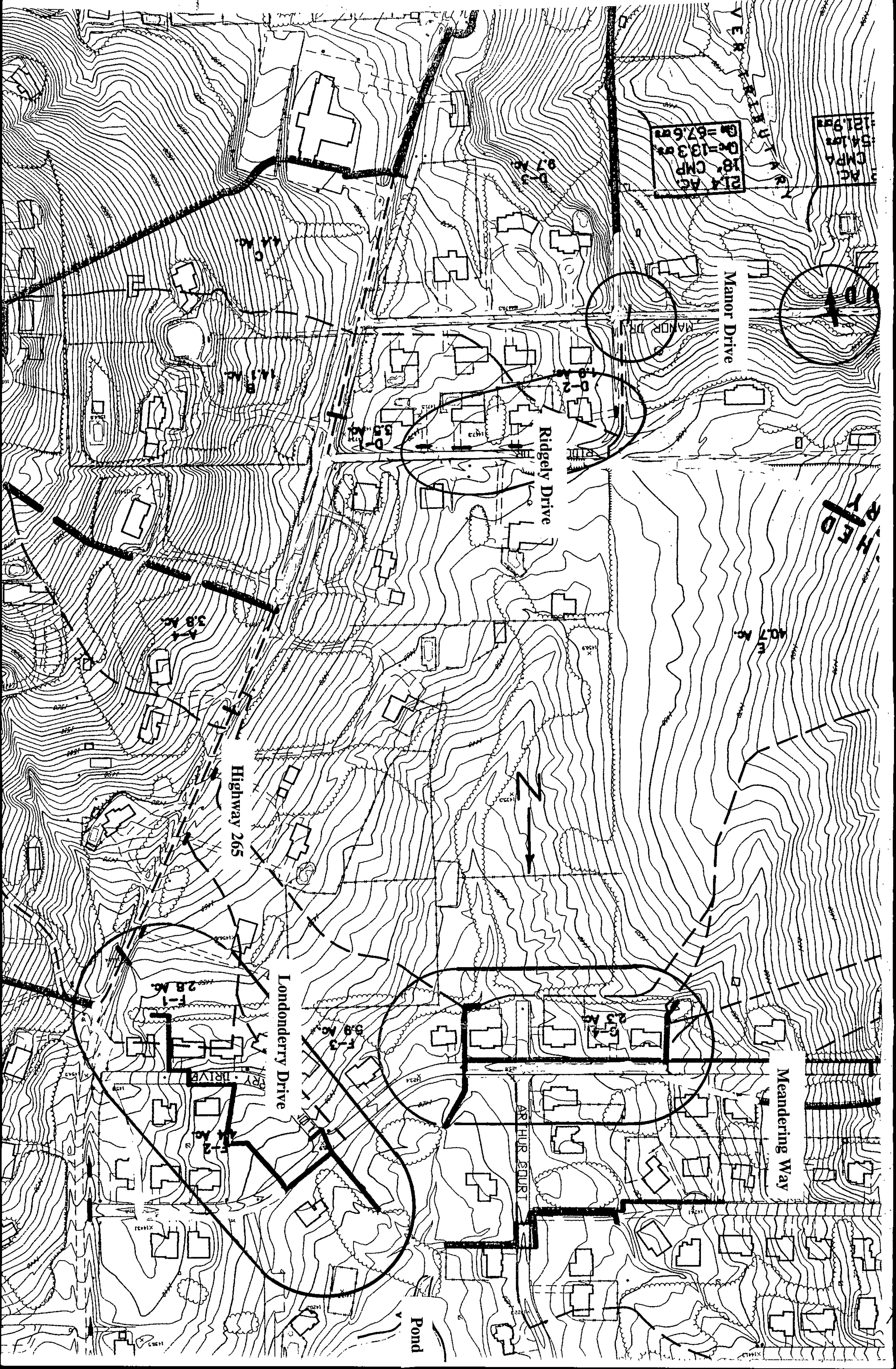


Jim Beavers, P.E.

2. CLASS - PROJECT - SHEET

A circular professional seal for Phillip L. McConnell, a Registered Professional Engineer in the State of Arkansas. The seal features the text "STATE OF ARKANSAS" at the top, "REGISTERED PROFESSIONAL ENGINEER" in the center, and "No. 2623" below it. The name "PHILLIP L. McCONNELL" is written along the bottom inner edge of the circle.





1997 Arkansas Municipal League Survey

- Payments of Aldermen/Board of Directors

City	1990 Population	Monthly Amount	Comments
Benton	18,177	100.00	
Bentonville	11,257	397.00	
Blytheville	22,906	352.00	
Cabot	8,319	150.00	
Camden	14,380	350.00	
Conway	26,481	420.00	
El Dorado	23,146	360.00	
Forrest City	13,364	375.00	
Fort Smith	72,798	83.33	
Jacksonville	29,101	358.00	
Jonesboro	46,535	350.00	
Little Rock	175,795	500.00	Information from 1997 Budget
Magnolia	11,151	250.00	
North Little Rock	61,741	392.00	
Paragould	18,540	249.00	
Pine Bluff	57,140	545.00	
Rogers	24,692	200.00	
Russellville	21,260	200.00	
Searcy	15,180	325.00	
Sherwood	18,890	357.00	
Springdale	29,945	450.00	
Stuttgart	10,420	350.00	
Texarkana	22,631	634.00	1996 Survey Data
Van Buren	14,979	100.00	
West Helena	10,137	165.00	
Average	31,159	320.49	
Fayetteville	42,249	350.00	

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING EMINENT DOMAIN PROCEEDINGS FOR THE CITY TO OBTAIN LAND FOR PARKS PURPOSES WHICH IS LOCATED IN THE 400 BLOCK OF SUTTON STREET.

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

Section 1. That the City Council authorizes and directs the city attorney of the City of Fayetteville, Arkansas to initiate legal action in order to obtain fee simple title of property described below for park purposes:

See Exhibit "A" attached hereto and made a part hereof.

PASSED AND APPROVED this _____ day of _____ July, 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

Revised July 2, 1998

CHAPTER 161: PHYSICAL ALTERATION OF LAND

- 161.01 Intent
- 161.02 General requirements
- 161.03 Permits required
- 161.04 Minimal erosion control requirements
- 161.05 One-time approvals
- 161.06 Definitions
- 161.07 Land alteration guidelines
- 161.08 Grading plan specifications
- 161.09 Grading plan submittal
- 161.10 Approval
- 161.11 Appeals
- 161.12 Minor modifications
- 161.13 Fees
- 161.14 Inspections and compliance
- 161.15 Certificate of occupancy
- 161.16 Owner responsibility
- 161.17 Conflicts in regulations
- 161.18 Violations and penalties
- 161.19 Remedial work
- 161.20 Revocation of permits and stop work orders
- 161.21 Discovery of historic resources
- 161.22 Exclusion of city warranty on liability
- 161.23 Bonds
- 161.24 Appendix

§ 161.01 Intent.

(A) It is the city's intent to safeguard the health, welfare and safety of Fayetteville citizens by implementing standards and procedure for the physical alteration of land. It is not the city's intent to supersede federal or state regulations such as but not limited to the Occupational Health & Safety Act.

(B) The purpose of this chapter is to control grading, clearing, filling, and cutting (or similar activities) which **ALONE** or in combination cause landslides, flooding, degradation of water quality, erosion and sedimentation in storm sewer systems and water storage basins. **IT IS ALSO THE INTENT OF THIS CHAPTER THAT, THROUGH THE IMPLEMENTATION OF THE GUIDELINES AND REGULATIONS CONTAINED HEREIN, THE EXISTING SCENIC CHARACTER AND QUALITY OF THE NEIGHBORHOOD AND CITY AS A WHOLE NOT BE DIMINISHED.**

(Ord. No. 3551, 6-4-91)

§ 161.02 General requirements.

(A) Persons engaged in land alteration activities regulated by this chapter shall take measures to protect public and private properties from damage by such activities.

(B) Development shall **GENERALLY** conform to the natural contours of the land, natural drainage ways, and other existing site conditions.

(C) All developments shall be constructed and maintained so that adjacent properties are not unreasonably burdened with surface waters as a result of such development. More specifically, new development may not unreasonably impede water runoff from higher properties nor may it unreasonably channel water onto lower properties.

(D) Land shall be revegetated and restored as close as practically possible to its original condition so far as runoff and erosion are concerned.

(Ord. No. 3551, 6-4-91)

§ 161.03 Permits required.

- (A) No grading, filling, excavation or land alteration of any kind shall take place without a grading permit. Exceptions to this rule are as follows:
- (1) Excavations below finished grade for basements, footings, swimming pools, hot tubs, septic systems, retaining walls, and like structures authorized by a valid building permit.
 - (2) Cemetery graves.
 - (3) Refuse disposal sites controlled by other regulations.
 - (4) Construction of one single family residence or duplex EXCEPT WHERE THE AVERAGE SLOPE ACROSS THE LOT IS 15 PERCENT OR GREATER OR WHERE ANY PORTION OF THE PLANNED GRADING ACTIVITIES IS CONTAINED WITHIN THE 100 YEAR FLOODPLAIN.
 - (5) Building additions of less than 1,000 square feet where associated land alteration activities are not beyond the scope of what is necessary to construct said addition.
- ~~(B) The following shall require a grading permit without exception: developmental activities within a 100-year floodplain or on a 15% or greater slope.~~
- (B) No grading permit shall be issued until the grading plan, endorsed by a registered architect, landscape architect, or engineer, is approved by the city engineer. A separate permit shall be required for each site; it may cover both excavations and fills. **ANY APPLICATION FOR A GRADING PERMIT REQUIRED UNDER THIS CHAPTER SHALL BE COMBINED WITH A DRAINAGE PERMIT APPLICATION UNDER CHAPTER 163 STORMWATER MANAGEMENT, DRAINAGE AND EROSION CONTROL, IF SUCH DRAINAGE PERMIT IS REQUIRED. COORDINATION WITH CHAPTER 162, TREE PROTECTION ORDINANCE, IS REQUIRED.**
- (C) A COPY OF THE GRADING PERMIT COVER PAGE SHALL BE POSTED AT OR NEAR THE STREET RIGHT OF WAY LINE AND SHALL BE CLEARLY VISIBLE FROM THE STREET.
- (Ord. No. 3551, 6-4-91)

§ 161.04 Minimal erosion control requirements.

If exempt under § 161.03 above, a grading permit is not required. However, exempt as well as nonexempt activities shall be subject to the following minimal erosion and sedimentation control measures:

- (A) The potential for soil loss shall be minimized by retaining natural vegetation wherever possible.
- (B) All graded and otherwise disturbed areas shall be stabilized within 15 days ~~after each stage of final grade is established~~. Stabilization methods such as baled straw, filter fabric, ditch checks, diversion ditches, brush barriers, sediment basins, matting, mulches, grasses and ground cover shall be used.
- (C) No intermittent or perennial stream, including a 25 foot perimeter strip measured from the top of the bank, shall be graded, developed, channeled or physically altered unless adequate guarantees are made for erosion and sedimentation control. Likewise, cuts or fills shall be set back sufficiently from intermittent and perennial streams and other storm water drainage systems to guarantee that there will be no damage from erosion or sedimentation.
- (D) Excavation material shall not be deposited in or so near streams and other storm water drainage systems that it may be washed downstream by high water or runoff.
- (E) Fording of streams with construction equipment or other activities which destabilize stream banks shall not be permitted.

- (F) Any debris, soil or mud from development sites reaching a public street shall be immediately removed. Failure to immediately remove debris, soil or mud from a public street may result in the issuance of a stop-work order by the mayor or his or her designated representative **AND THE CITY PERFORMING THE REQUIRED CLEANUP OPERATIONS AT THE OWNER'S EXPENSE.** The stop-work order shall remain in full force and effect until the street is restored and adequate measures are in place to insure that the streets will remain clear. **IF THE CITY HAS PERFORMED THE CLEAN UP WORK, THE STOP WORK ORDER SHALL REMAIN IN EFFECT UNTIL PAYMENT FOR THE WORK HAS BEEN RECEIVED.**

(Ord. No. 3551, 6-4-91; Ord. No. 3947, § 1, 2-6-96)

§ 161.05 One-time approvals.

(A) Public and private utility organizations may obtain a one-time approval from the City Engineer for all routine underground electric, water, sewer, natural gas, telephone or cable facilities. The approval will include a utility organization and its contractors, agents, or assigns and will be permanent in nature as long as the original approved procedures are followed.

(B) One-time approval may be obtained by public or private entities for the stockpiling of fill material, rock, sand, gravel, aggregate or clay at particular locations, subject to the zoning ordinance.

(Ord. No. 3551, 6-4-91)

§ 161.06 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Approval. A written authorization by the city engineer.

As-graded. The surface condition on completion of grading.

Compaction. The densification of a fill by mechanical means.

Cribbing. A framework of bars for support or strengthening.

Cut. The same thing as an excavation.

Deciduous trees. Trees that shed their leaves annually - small deciduous trees are no more than 40 feet tall at maturity while large deciduous trees exceed 40 feet in height at maturity.

Develop. Permanently altering land by subjecting it to grading, removal of vegetation, or construction such as but not limited to buildings, parking lots, streets, and sidewalks.

Development site. That portion of any lot or parcel subjected to grading, removal of vegetation, or construction such as but not limited to buildings, parking lots, streets and sidewalks.

Disturb. To alter the natural state.

Evergreen. A plant that retains leaves or needles year-round.

Excavation. The mechanical removal of earth material from water or land.

FEMA. Federal Emergency Management Agency.

Fill. A deposit of earth material placed by artificial means.

Grade. The percentage of rise or fall per 100 feet. Existing Grade is the grade prior to grading. Rough Grade is the stage at which the grade approximately conforms to the approved plan. Finish Grade is the final grade of the site which conforms to the approved plan.

Grading. Any stripping, cutting, filling, or stockpiling of earth or land.

Ground cover. Plants with low, spreading habit that form a dense mat in time, preventing erosion.

Hydroseed. A machine blown mixture of mulch, seed, and sometimes fertilizer.

Intermittent stream. A stream that carries water part of the year and is dry another part but receives flow from the groundwater table when it is high enough.

Landscape fabrics. A barrier against soil erosion, allowing water to pass through while keeping soil in place.

Mulch. A layer of leaves, straw, bark, or other organic material spread around plants to retain moisture, and to control weeds and erosion.

Natural drainage ways. Ephemeral, intermittent and perennial streams. This chapter is not concerned with ephemeral streams.

Perennial stream. A stream that carries water year round.

Retaining wall. A structure erected between lands of different elevation to protect structures and/or prevent erosion from the upper slope.

RETAINING WALL HEIGHT. THE HEIGHT OF A RETAINING WALL, FOR SETBACK PURPOSES, SHALL BE DEFINED AS THE VERTICAL DISTANCE FROM THE TOP OF THE WALL TO THE GROUND SURFACE ON THE LOW SIDE.

Rip-rap. A loose assemblage of stones placed on ground to prevent erosion. Rip-rap shall be sized so that displacement does not occur due to velocity of water.

Sediment basin. A depression in a waterway designed to trap sedimentation before entry into the storm water system.

Site. Any lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.

Slope. An inclined ground surface the inclination of which is expressed as a ratio of horizontal distance to vertical distance.

Stabilization. That which is attained once the site is restored to its pre-development state in terms of soil stability and erodibility.

Terrace. A relatively level step constructed in the face of a graded slope surface for drainage and maintenance purposes.

Unified soil classification system. A system adopted jointly by the Corps of Engineers and Bureau of Reclamation in 1952 to classify soils according to texture, plasticity, and performance as engineering construction material.

Universal soil loss equation. An equation that was developed by USDA to determine erosion based on rainfall, soil erodibility, slope, length of slope, plant cover, and mulching.

(Ord. No. 3551, 6-4-91)

§ 161.07 Land Alteration REQUIREMENTS

GRADING PLANS SHALL BE EVALUATED BY THE CITY ENGINEER FOR CONFORMANCE WITH THE MINIMAL EROSION CONTROL REQUIREMENTS OF PARAGRAPH 161.04 AND THE FOLLOWING REQUIREMENTS. REQUIREMENTS MAY BE VARIED BY THE CITY ENGINEER WITH THE APPROVAL OF THE PLANNING COMMISSION. THE EXTENT TO WHICH VARIATIONS MAY BE MADE WILL DEPEND ON THE SOIL TYPES ENCOUNTERED, PLANNED SLOPES, PLANNED VEGETATION, AND INVESTIGATIVE ENGINEERING REPORTS. IN NO CASE SHALL THE CITY ENGINEER WAIVE OR MODIFY ANY OF THE MINIMUM EROSION CONTROL REQUIREMENTS AS GIVEN IN PARAGRAPH 161.04.

(A) *Cut or fill slopes.*

- (1) Cut or fill slopes shall have a finish grade no steeper than 33% (3.00 horizontal to 1 vertical), unless approved by the city engineer.

The maximum length of any cut or fill slope without a terrace (as described in Paragraph B of this section) shall be one hundred (100) feet as measured along the ground. ~~The length of the terrace shall be six (6) feet.~~ The terrace shall be at least 6 feet wide.

- (2) Cut or fill slopes shall be constructed to eliminate sharp angles of intersection with the existing terrain and shall be rounded and contoured to blend with the existing topography.
- (3) The following setback guidelines shall be reviewed by the city engineer for purposes of assessing safety, stability, and drainage problems.
 - (a) Buildings shall be set back from the top or toe of a cut or fill in accordance with the zoning ordinance, the building code or the approved grading plan, whichever is greatest. Guidelines are provided in **THE APPENDIX**.
 - (b) Cut or fill slopes shall be set back from property boundaries as described by the minimum guidelines in **THE APPENDIX**.
 - (c) Cuts adjacent to public right-of-ways shall be set back a minimum of 25 feet, excluding driveways or access roads.

(B) Cuts.

- (1) Cuts shall be limited to 10 feet in vertical height, unless information, demonstrating slope stability, erosion control and drainage control is provided together with a revegetation plan. For non-solid rock cuts, terraces shall be required for cut and fill slopes greater than 10 feet in height. It is recommended that terracing be at a maximum ratio of one foot of horizontal terrace for every foot of vertical surface.
- (2) In solid rock, as determined by geotechnical and engineering data approved by the City Engineer, the maximum vertical cut shall be 30 feet.
- (3) In no case shall a cut be allowed primarily for the purpose of obtaining fill material to a different site, unless the exporting site is located within an extraction district.

(C) Fills.

- (1) All imported fill shall be free of rocks greater than 12 inches in diameter and any detrimental organic material or refuse debris.
- (2) Fill shall be placed and compacted as to minimize sliding or erosion of soil. Fill compaction shall equal the compaction of undisturbed, adjacent soil, except fills covered by building code or other structural fills. The city engineer may require soil tests during compaction work or upon its completion at the expense of the permittee.
- (3) Fill shall not be placed on existing slope with a grade steeper than 15% (6.67 HORIZONTAL TO 1 VERTICAL) unless keyed into steps in the existing grade and thoroughly stabilized by mechanical compaction.

(D) Erosion and sedimentation control.

- (1) Permanent improvements such as streets, storm sewers, curb and gutters and other features for control of runoff shall be scheduled coincidental to removing vegetative cover from the area, so that large areas are not left exposed beyond the capacity of temporary control measures.
- (2) Top soil shall be stockpiled and protected for later use on areas requiring landscaping. If top soil or other soil is to be stockpiled for more than 30 days, a temporary cover of annual rye or other suitable grass shall be planted.
- (3) Every means shall be taken to conserve and protect existing vegetation.
- (4) Revegetation shall be required to meet the following performance standards:
 - (a) 0 to 10% ~~existing~~ grade: Revegetation shall be a minimum of seeding and mulching. Said seeding shall provide complete and uniform coverage that minimizes erosion and run-off in no more than two growing seasons.
 - (b) 10% to 15% ~~existing~~ grade: Revegetation shall be a minimum of hydroseeding with mulch and fertilizer, staked sod and/or ground cover. Said plantings shall provide complete and uniform **COVERAGE** in no more than two growing seasons.
 - (c) 15 to 20% ~~finish~~ grade: The slope shall be covered with landscape fabric and planted with ground cover (as per the performance standards in § 161.07(D)(4)(b) above.
 - (d) More than 20% ~~finish~~ grade: Any finish grade over 20% shall be stabilized with retaining walls, cribbing, terraces, landscape fabric, vegetation, or riprap. If riprap is used the slope's stability and erodibility must be equivalent to or better than its predevelopment state.

Plant materials shall be watered or irrigated and tended. Where irrigation or regular watering is not available, only native or acclimated plant species shall be used. If the soil cannot properly sustain vegetation, it must be appropriately amended. If revegetation is not firmly established and healthy after one year, the **CITY LANDSCAPE ADMINISTRATOR** shall require that it be redone in part or total.

- (5) Plant materials shall be planted along terrace benches, (see § 161.07(B)(1)). Said plantings shall be spaced as necessary to thoroughly stabilize the terrace bench. The remainder of the terraced slope shall be revegetated and stabilized according to § 161.07(D)(3) above.
- (6) The developer shall incorporate permanent erosion control features at the earliest practical time. Temporary erosion control measures will be used to correct conditions that develop during construction that were unforeseen during the design stage, that are needed prior to installation of permanent erosion control features, or that are needed temporarily to control erosion that develops during normal construction projects, but are not associated with permanent control features on the project.
- (7) Allowable soil loss shall not exceed the "T" factor, which is a component of the universal soil loss equation.

(E) UNDISTURBED LAND REQUIREMENTS

**IN THE DEVELOPMENT OF RESIDENTIAL SUBDIVISIONS,
ALLOWABLE GRADING OF SLOPES SHALL BE IN ACCORDANCE WITH THIS
TABLE.**

AVERAGE GRADE	MINIMUM UNDISTURBED AREA
10 TO 15 PERCENT	40 PERCENT
15 TO 20 PERCENT	50 PERCENT
> 20 PERCENT	60 PERCENT

(Ord. No. 3551, 6-4-91)

(F) REQUIRED RETAINING WALL AND ROCK CUT DESIGN

ANY RETAINING WALL MORE THAN 4 FEET IN HEIGHT SHALL BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER AND SHALL BE FIELD INSPECTED BY THE DESIGN ENGINEER. THE CITY ENGINEER MAY REQUIRE RETAINING WALLS LESS THAN 4 FEET IN HEIGHT TO BE DESIGNED BY A PROFESSIONAL ENGINEER. ALL PROPOSED ROCK CUTS AND ANY CUT 10 FEET OR GREATER WILL REQUIRE A GEOTECHNICAL INVESTIGATION AND A FORMAL REPORT SUBMITTED BY A REGISTERED PROFESSIONAL ENGINEER QUALIFIED TO MAKE SUCH INVESTIGATIONS. ~~A SAFETY RAILING SHALL BE REQUIRED ON ALL RETAINING WALLS EIGHT (8) FEET OR HIGHER.~~ SAFETY RAILINGS MAY BE REQUIRED ON ANY RETAINING WALL 2.5 FEET OR HIGHER. THE DECISION AS TO WHETHER TO REQUIRE SAFETY RAILING SHALL BE BASED ON POTENTIAL PEDESTRIAN AND PUBLIC ACCESS TO THE RETAINING WALL AND APPLICABLE BUILDING CODES. THIS REQUIREMENT FOR SAFETY RAILS SHALL ALSO APPLY TO VERTICAL OR NEAR VERTICAL ROCK CUTS AND TO STEEP CUT OR FILL SLOPES.

§ 161.08 Grading Plan Specifications.

The applicant shall prepare a grading plan as follows:

- (A) Site plan at a scale no smaller than one inch equals 50 feet, showing property lines; vicinity map; names of owner, developer and adjacent property owners.
- (B) Existing grades shall be shown with dashed line contours and proposed grades with solid line contours. Contour intervals shall be a maximum of two feet. Spot elevations shall be indicated.
- (C) Areas with 0 TO 10%, 10 TO 15%, 15 TO 20%, AND > 20% shall each be identified in a distinguishing manner.
- (D) Land areas to be disturbed ~~(graded, cut, filled or cleared)~~ shall be clearly identified.
- (E) Seal of a registered engineer, architect, or landscape architect certifying that the plan complies with this chapter.
- (F) All cuts and fills, including height and slope, shall be clearly shown on the plan.
- (G) Location and names of all existing or platted streets or rights-of-way within or adjacent to tract and location of all utilities and easements within or adjacent to the property shall all be indicated.

- (H) The proposed location of lots, buildings, streets, parking lots and parks, playgrounds or greenspace shall be indicated. Also to be indicated is any existing or proposed building within 100 feet of the site.
- (I) Soil types shall be identified according to the unified soil classification system.
- (J) Location of natural features such as drainage ways, ponds, rock outcroppings, and tree cover. Indication of 100 year floodplain as defined by FEMA.
- (K) Profiles and cross sections for proposed streets and drainage ways.
- (L) Total acreage and zoning classification.
- (M) Provisions for collecting and discharging surface water.
- (N) Profiles and cross sections of streets; drainage systems; and underground utilities, **IF THEY ARE NECESSARY TO CLARIFY THE GRADING PLAN IN TERMS OF POTENTIAL EROSION OR RUNOFF, OR IF THE GRADING ON SITE HAS THE POTENTIAL OF DISTURBING THE UTILITY LINE.**
- (O) The method of treatment for all slopes and benches shall be indicated.

The preliminary grading plan shall include all the above items except subsections letters (E), (G), (K), (M), and (N). **IN ADDITION TO THE ABOVE ITEMS, THE CITY MAY REQUIRE A CROSS SECTION THROUGH THE PROPERTY SHOWING EXISTING AND PROPOSED GRADES AS PART OF THE PRELIMINARY SUBMISSION.**

The following additional required information may be reported in text rather than shown on the grading plan:

- (1) A time schedule indicating the anticipated starting and completion dates of the development sequence and time of exposure of each area prior to stabilization measures.
- (2) Description of quantity (in cubic yards), source, and composition of imported fill material and compaction specifications. Also, note the quantity (in cubic yards) and destination of excavation materials to be removed from the site.

- (3) Proposals for preserving natural vegetation and description of revegetation or other permanent erosion control strategy.
- (4) Specification of measures to control runoff and sedimentation during construction, indicating what will be used, such as straw bales, silt dams, brush check dams, lateral hillside ditches, catch basins, and the like.
- (5) Where excessive dust may become a problem, a plan for spraying water on heavily traveled dirt areas shall be addressed.
- (6) The city engineer may require a soils engineering study or soil loss calculations if site conditions so warrant.

(Ord. No. 3551, 6-4-91)

§ 161.09 Grading plan submittal.

A preliminary grading plan shall be submitted at the time of preliminary plat submission for subdivisions or plat submission for large scale development, whichever is applicable. No subdivision may be finalized nor large scale development plat approved before a final grading plan has been submitted to the City Engineer and approved. In cases where neither subdivision plat nor large scale development plat is applicable, proof of notification of adjacent property owners and grading plan must be submitted simultaneously with the application for a grading permit.

(Ord. No. 3551, 6-4-91)

§ 161.10 Approval.

APPROVAL OF A GRADING PLAN IS CONTINGENT ON MEETING ALL THE REQUIREMENTS OF THIS ORDINANCE PLUS ANY 161.04 AND 161.07, OR ANY SET OF VARIED REQUIREMENTS APPROVED BY THE PLANNING COMMISSION.

(Ord. No. 3551, 6-4-91)

§ 161.11 Appeals.

APPEALS FROM THE CITY ENGINEER'S INTERPRETATION OF THE GRADING REQUIREMENTS SHALL BE TO THE PLANNING COMMISSION IN ACCORDANCE WITH THE APPLICABLE SECTION OF THE UNIFIED DEVELOPMENT ORDINANCE.

(Ord. No. 3551, 6-4-91)

§ 161.12 Minor modifications.

Finish grades shall be allowed no more than a 0.50 foot tolerance from the grading plan. However, the City Engineer may authorize in writing minor modifications so long as they do not alter the direction of run-off and otherwise comply with the intent of this chapter. When applicable, major modifications must be brought before the subdivision committee for their approval. (Ord. No. 3551, 6-4-91)

§ 161.13 Fees.

Fees are set forth in the table below:

	<u>Fee</u>
Less than 1/2 acre	\$75/permit
1/2 to 1 acre	\$100/permit
Over 1 acre	\$200/permit
Appeals	\$100

(Ord. No. 3551, 6-4-91)

§ 161.14 Inspections and compliance.

(A) The City Engineer shall be responsible for determining whether construction is proceeding according to the grading plan. In applying for a grading permit, the applicant shall be deemed to have consented to such inspections. The City Engineer may, where necessary, order remedial work or issue a stop work order under the terms of §§ 161.18-19.

(B) The City **LANDSCAPE ADMINISTRATOR** shall be responsible for reviewing and enforcing the vegetative elements of this chapter.

(Ord. No. 3551, 6-4-91)

§ 161.15 Certificate of Occupancy.

All revegetation and grading plan improvements shall be in place before a Certificate of Occupancy shall be issued. When a property owner has finished building construction but has yet to install plant material, said owner may apply for a temporary Certificate of Occupancy. In evaluating whether or not to grant a temporary Certificate of Occupancy, the **BUILDING INSPECTION SUPERINTENDENT** shall consider weather conditions and temporary stabilization measures.

(Ord. No. 3551, 6-4-91)

§ 161.16 Owner Responsibility.

The property owner shall be responsible both for his or her employees and for all contractors and subcontractors from the onset of development until the property is fully stabilized. If property is transferred anytime between the onset of development and the time it is fully stabilized, all responsibility and liability for meeting the terms of this chapter shall be likewise transferred to the new property owner.

(Ord. No. 3551, 6-4-91)

§ 161.17 Conflicts in regulations.

Where a conflict arises between this chapter and another chapter, the more stringent requirements shall apply.

(Ord. No. 3551, 6-4-91)

§ 161.18 Violations and penalties.

Any permittee, failing to comply with the terms of an approved grading plan, shall be guilty of a misdemeanor and upon conviction shall be fined not less than \$250 per violation per day. (Ord. No. 3551, 6-4-91)

§ 161.19 Remedial work.

If it is determined through inspection that development is not proceeding in accordance with an approved grading plan, the City Engineer shall immediately issue written notice thereof to the permittee. Said notice shall describe the nature and location of the alleged noncompliance and specify the necessary remedial work. The permittee shall complete the remedial work within 48 hours of receipt of notice or a reasonable period of time as determined in advance by the City Engineer. (Ord. No. 3551, 6-4-91)

§ 161.20 Revocation of permits and stop work orders.

(A) The City Engineer, after giving 48 hours written notice, may revoke the grading permit, if remedial work is not undertaken according to procedures in § 161.18 above. Upon revocation of a permit, the City Engineer shall issue a stop work order. In cases where no permit was issued, procedures for notice and stop work order shall be the same. Such stop work order shall be directed to the permittee, who shall immediately notify the landowner, developer, and all persons or firms performing the physical work of clearing, grading, and developing the land. The stop work order shall direct the parties involved to cease and desist all work on the development except required remedial work necessary to bring the project into compliance.

(B) If the conditions described in a notice given pursuant to § 161.18 are not removed or corrected within 15 working days after such notice is given, the mayor, or his or her duly authorized representative, is hereby authorized to enter upon the property and do whatever is necessary to correct or remove the conditions described in the notice. The costs of correcting said conditions shall be charged to the owner, and the City shall have a lien against such property for such costs. (Ord. No. 3551, 6-4-91)

§ 161.21 Discovery of historic resources.

Whenever during the conduct of grading any historical, pre-historical, or paleontological materials are discovered, grading shall cease and the City Engineer shall be notified. (Ord. No. 3551, 6-4-91)

§ 161.22 Exclusion of city warranties on liability.

Nothing contained herein shall be construed or interpreted to constitute a warranty by the city of the compliance of any person or persons with the provisions of this chapter and the city assumes no additional liability as a result of the provisions contained herein. Nothing contained herein negates or waives the statutory immunity of the city.
(Ord. No. 3551, 6-4-91)

§ 161.23 Bonds.

The building official may require bonds or other sureties in such form and amounts as may be deemed necessary to assure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate hazardous conditions.
(Ord. No. 3551, 6-4-91)

§ 161.24 Appendix.

APPENDIX - SETBACK REQUIREMENTS

A. SETBACKS FROM THE EDGE OF AN EASEMENT:

THE REQUIRED SETBACK OF RETAINING WALLS, CUT SLOPES, AND FILL SLOPES FROM THE EDGE OF EASEMENTS SHALL BE AS GIVEN IN THE ILLUSTRATIONS. WHERE NO UTILITIES ARE PRESENT IN AN EASEMENT, OR WHERE UTILITIES ARE PLANNED TO BE RELOCATED, AND WHERE SUCH ACTION IS APPROVED BY ALL UTILITIES, THEN EASEMENTS MAY FALL WITHIN A CUT OR FILL SECTION.

B. SETBACKS FROM PROPERTY LINES:

THE REQUIRED SETBACK OF RETAINING WALLS, CUT SLOPES, AND FILL SLOPES FROM PROPERTY LINES SHALL BE AS GIVEN IN THE ILLUSTRATIONS. PROPERTY LINES MAY BE FILLED OVER OR CUT IF A GRADING PLAN FOR THE CUT OR FILL IS SUBMITTED JOINTLY BY THE OWNER OF BOTH PROPERTIES AND IF NO UTILITY EASEMENTS ARE INVOLVED. IF UTILITY EASEMENTS ARE INVOLVED, APPROVAL IS REQUIRED AS GIVEN IN "A" ABOVE IN ADDITION TO THE JOINT SUBMITTAL REQUIREMENT.

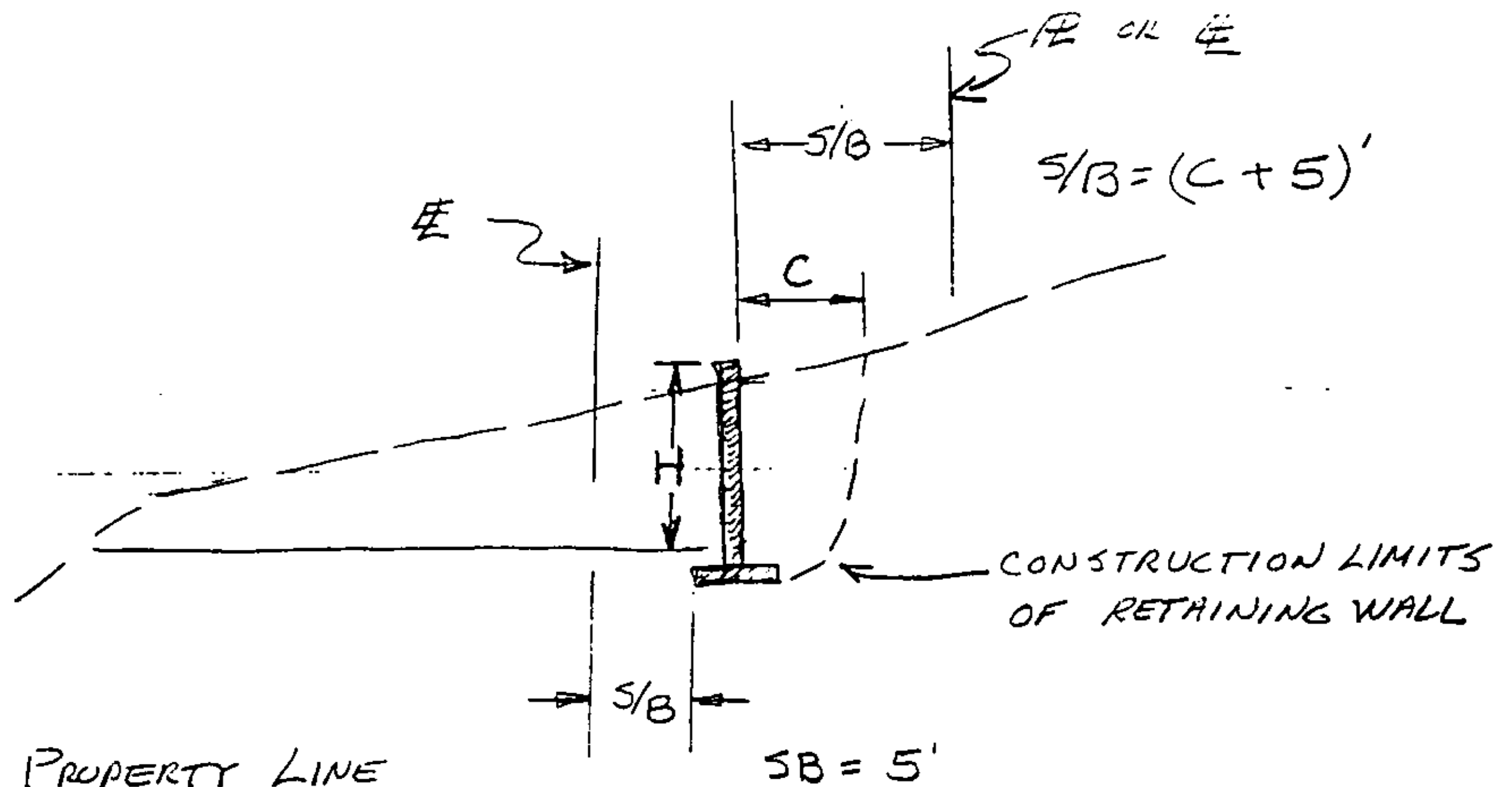
C. SETBACKS FROM STRUCTURES:

THE REQUIRED SETBACK OF RETAINING WALLS, CUT SLOPES, AND FILL SLOPES FROM STRUCTURES SHALL BE AS GIVEN IN THE ILLUSTRATIONS. IF A STRUCTURE FORMS AN INTEGRAL PART OF THE RETAINING WALL, THEN THE SETBACKS DO NOT APPLY TO THAT STRUCTURE.

FOR THE PURPOSE OF CALCULATING SETBACKS, ANY CUT OR FILL SECTION WHICH IS ON A SLOPE OF 1 TO 1 OR GREATER SHALL BE CONSIDERED A RETAINING WALL.

SETBACKS FROM EASEMENT LINES AND STRUCTURES MAY BE VARIED ADMINISTRATIVELY BY THE CITY ENGINEER IF GEOTECHNICAL AND/OR STRUCTURAL INFORMATION IS PROVIDED THAT, IN THE OPINION OF THE CITY ENGINEER, JUSTIFIES THE VARIANCE.

THE CITY ENGINEER MAY REQUIRE FURTHER GEOTECHNICAL AND/OR STRUCTURAL INFORMATION TO SHOW THAT SETBACKS GREATER THAN THOSE GIVEN ARE NOT NEEDED TO PROTECT PROPERTY, UTILITIES, OR THE INTEGRITY OF PROPERTY LINES.



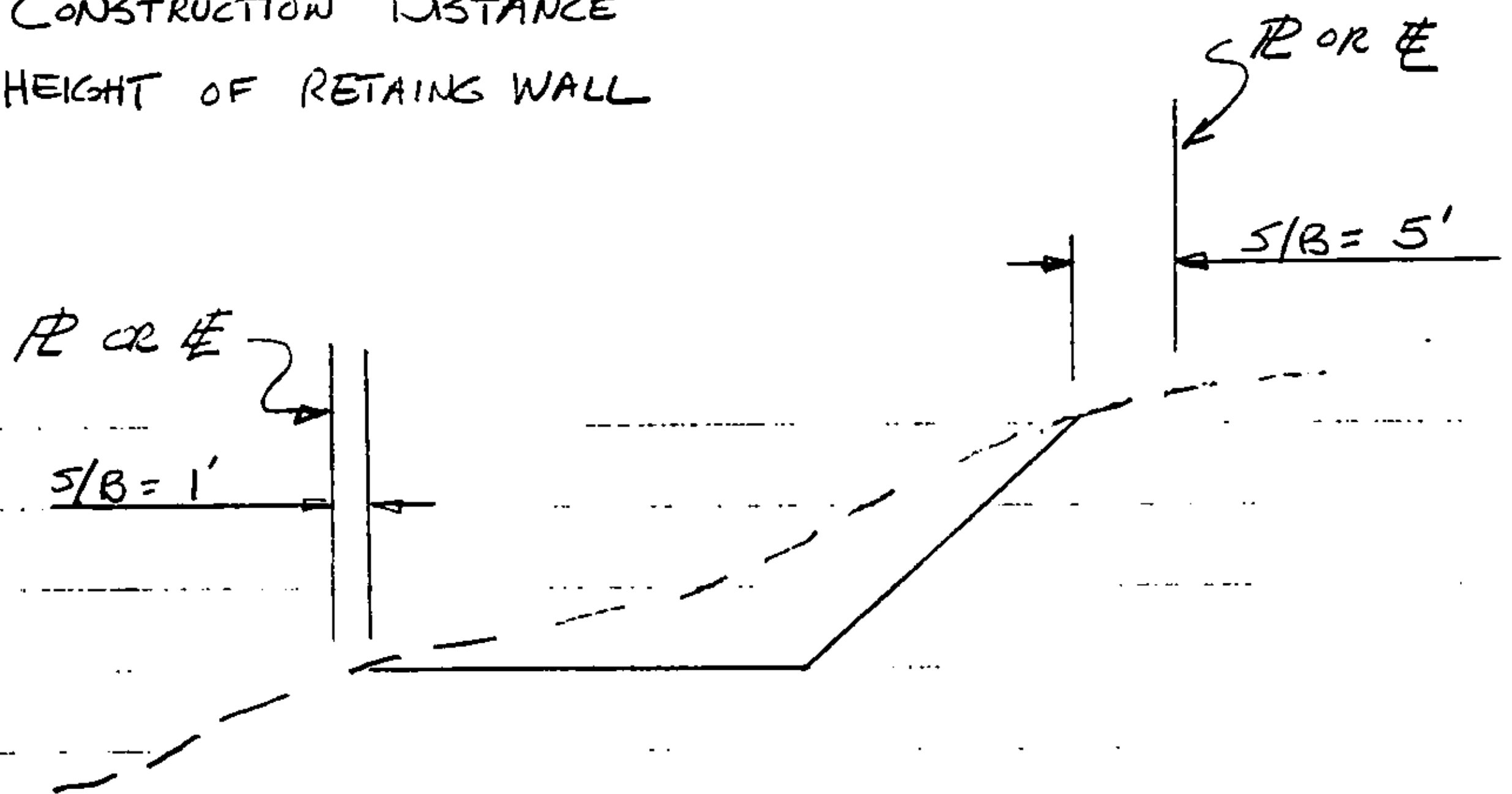
P = PROPERTY LINE

E = EASEMENT LINE

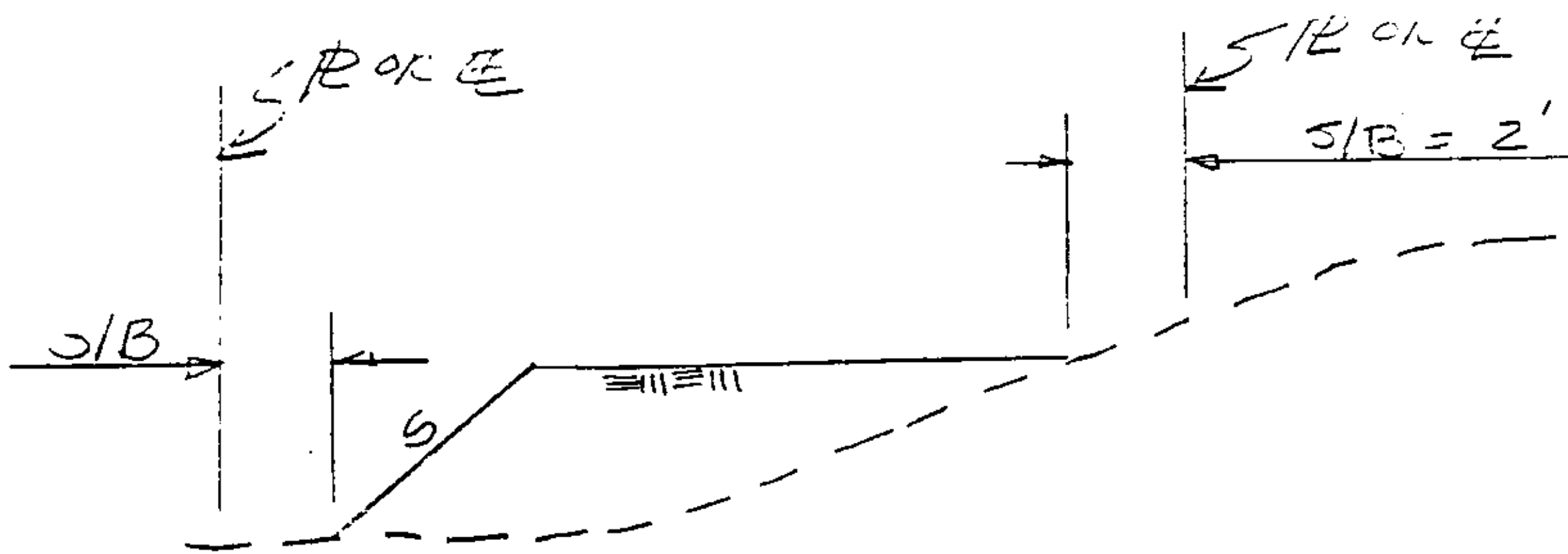
S/B = SET BACK

C = CONSTRUCTION DISTANCE

H = HEIGHT OF RETAINING WALL



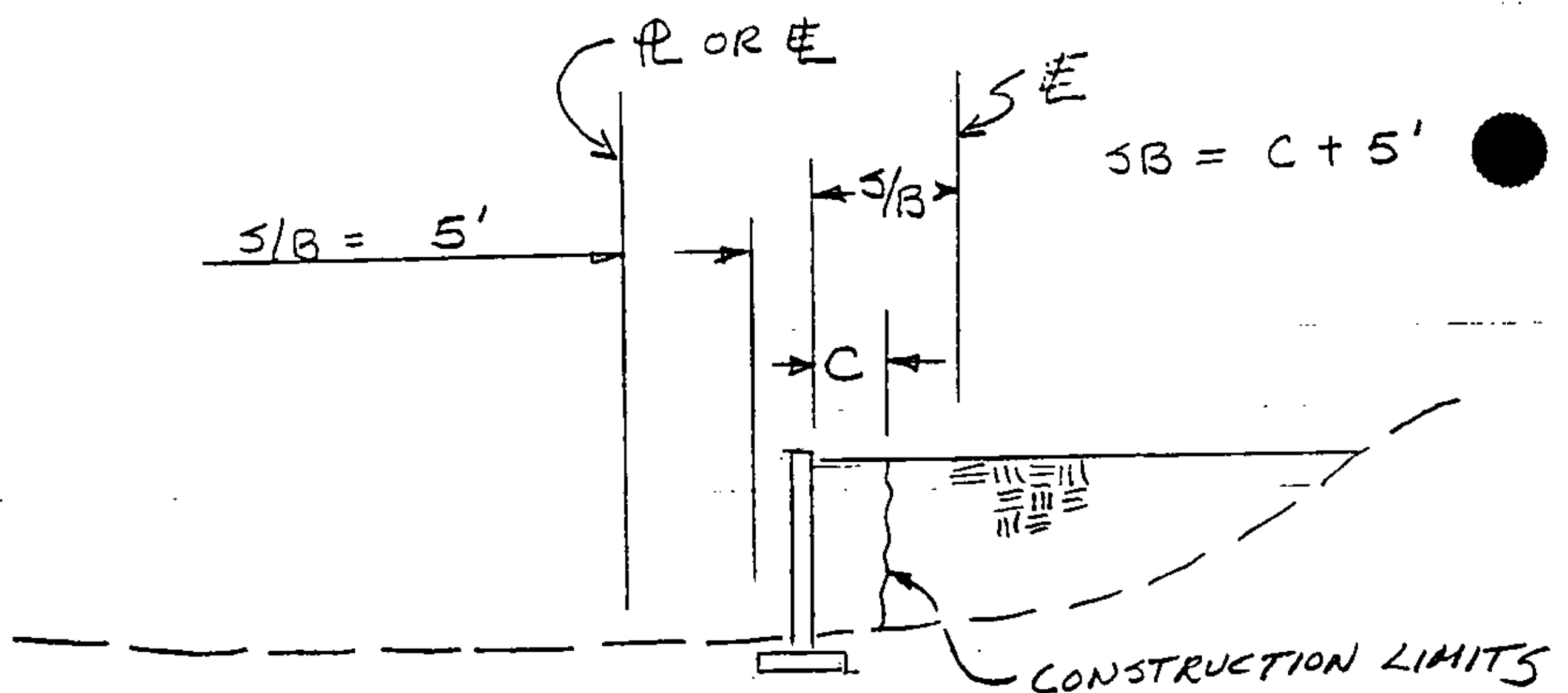
PROPERTY & EASEMENT LINES



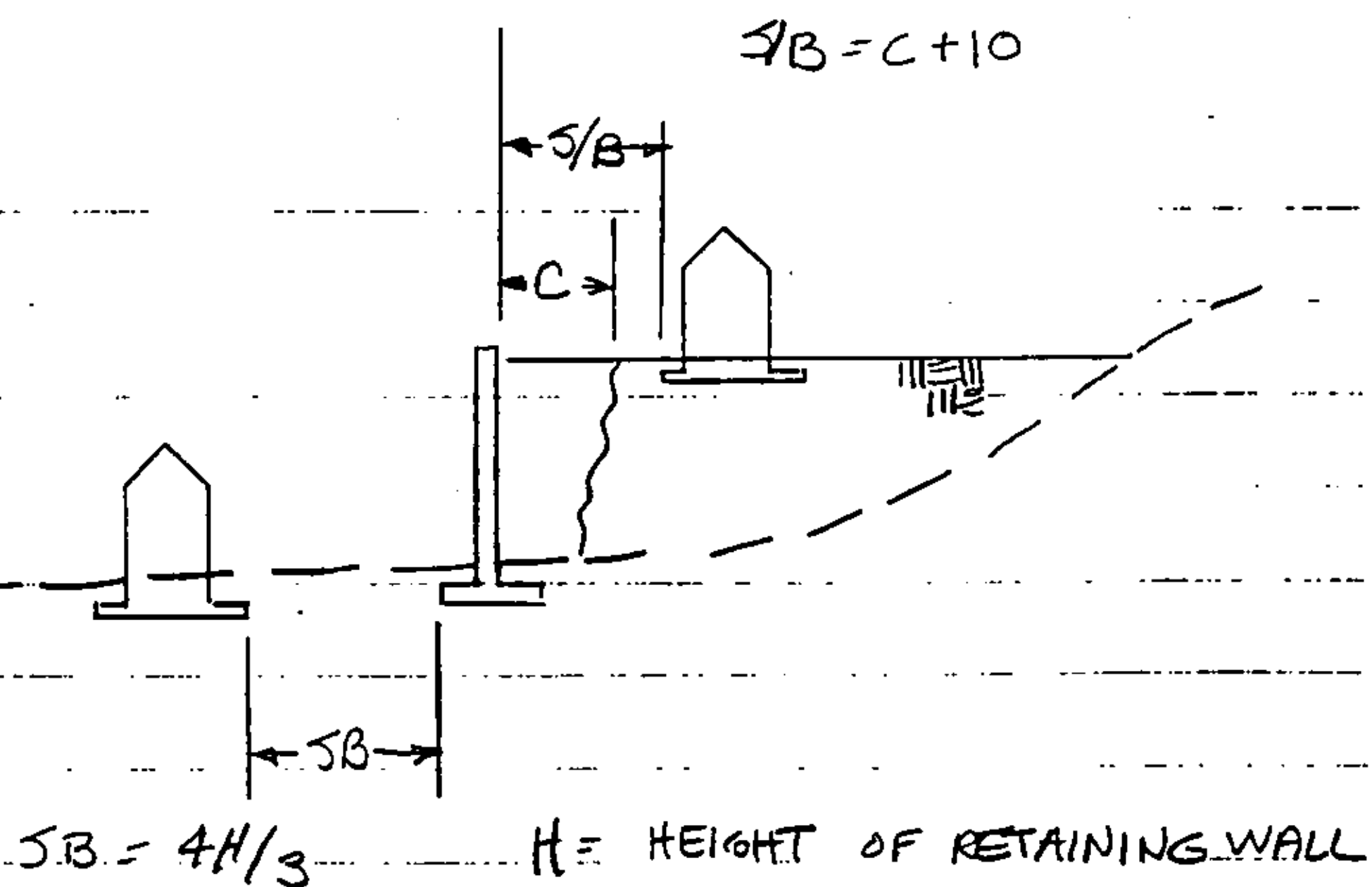
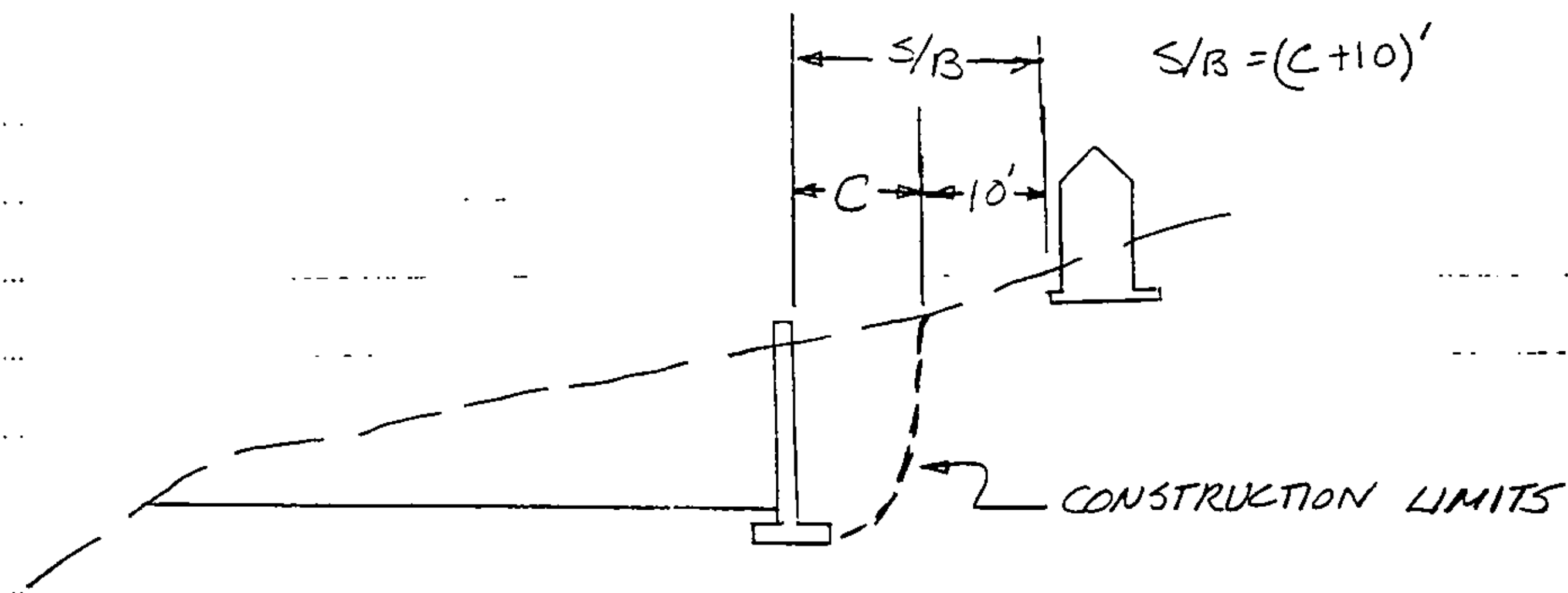
$S = \text{slope}$

S	S/B
5:1 OR LESS	2'
5:1 TO 3:1	5'
3:1 TO 1:1	8'

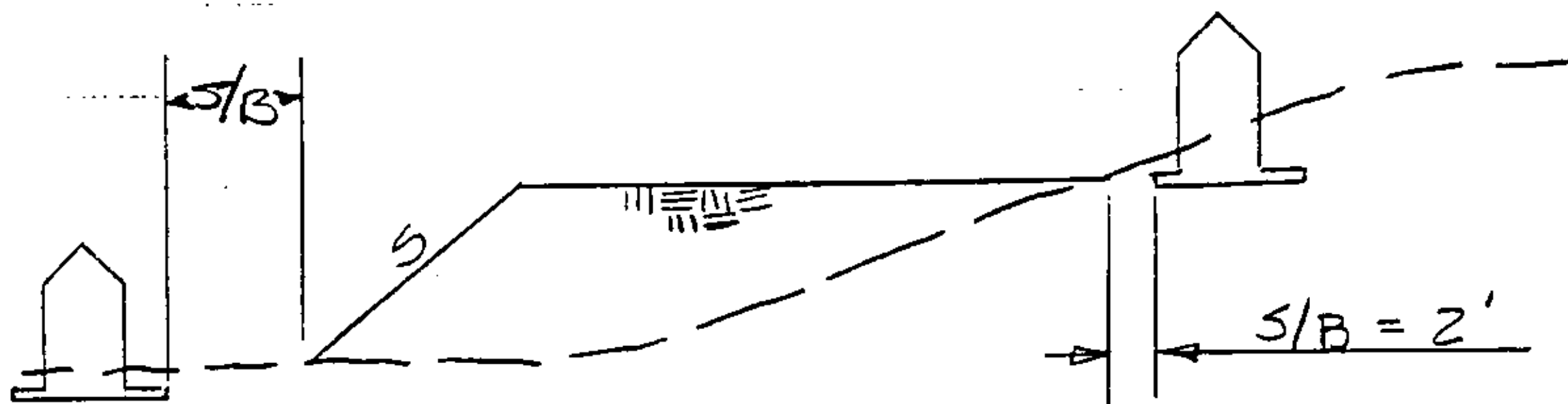
> 1:1 TREAT AS
RETAINING WALL



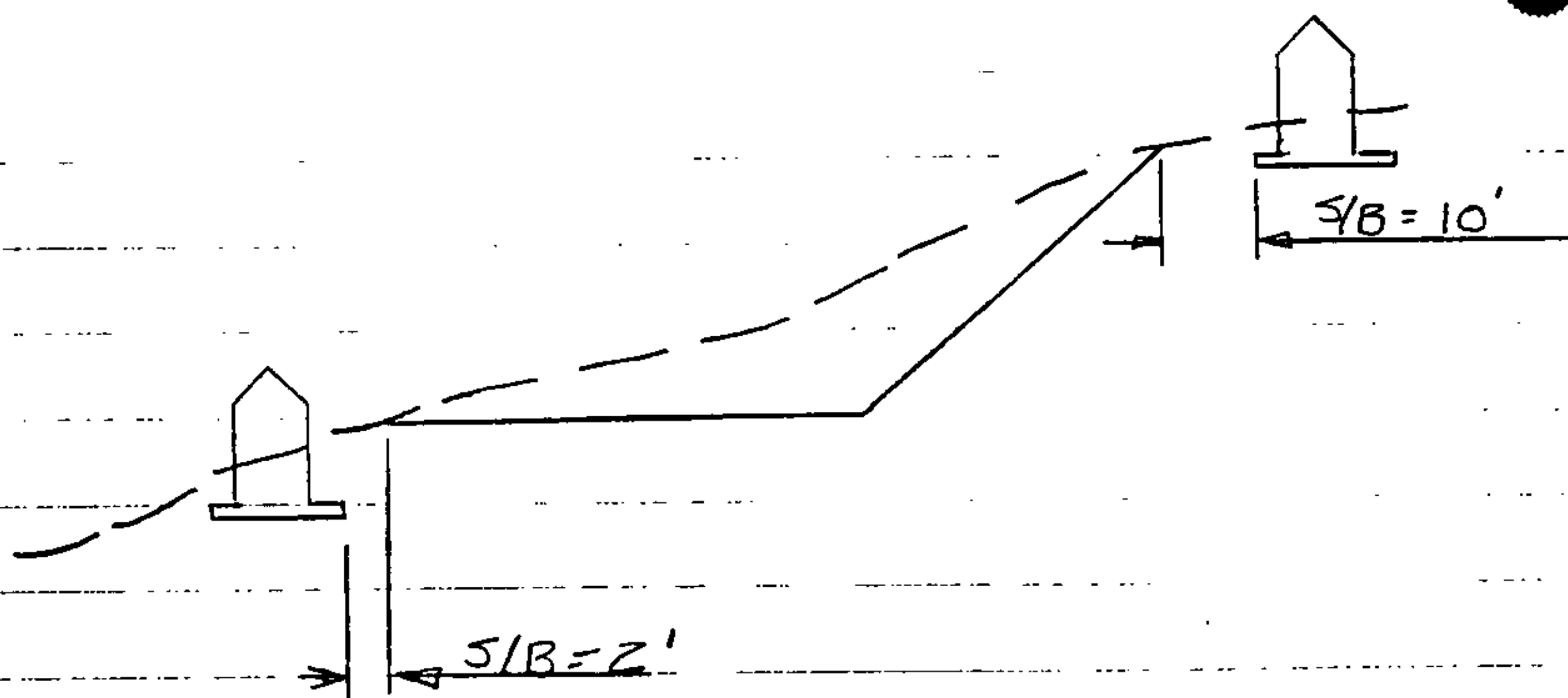
PROPERTY & EASEMENT LINES



STRUCTURES



<u>S</u>	<u>S/B</u>
< 3:1	5'
3:1 TO 1:1	10'
> 1:1	TREAT AS RETAINING WALL



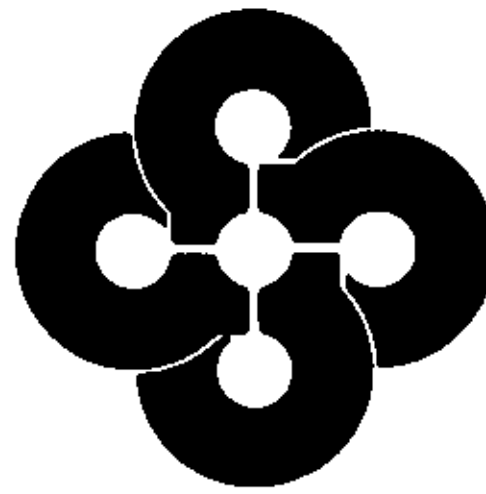
STRUCTURES

Principals

Danny L. Brown, P.E.
Bob H. Crafton, P.E.
Thomas E. Hopper, P.E.
Cline L. Mansur, P.E., R.L.S.
R.E. (Gene) Reece, P.E.
David Swearingen, A.I.A.
James L. Tull, C.D.A.

Principal Emeritus

Lemuel H. Tull, P.E.

**Crafton, Tull & Associates, Inc.**

Architects & Engineers

Associates

Larry Baker, E.I., R.L.S.
Everett L. Balk, P.E.
Harry G. Gray, P.E.
Al Harris, R.L.S.
Kurtis J. Jones, P.E.
James W. Kooistra, A.I.A.
Tom Mansur, P.E.
Robert C. Reece, P.E.
Rick G. Rose, R.L.S.
George G. Strella, P.E., D.E.E.
James P. Swearingen, A.I.A.

July 13, 1998

Fayetteville City Council
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: Cedar Lake Apartments
Offsite Street Improvements
CTA No. 95192.01

Dear Council:

On behalf of the owner of the above referenced project, and all interested parties, we are requesting a waiver of the City Planning Commission's requirement that an offsite street be constructed to the west of this development, connecting it to Wood Avenue. The owner has pursued the acquisition of property for the construction of the street in this area from the adjoining property owners; however, he has been unable to negotiate the purchase of only the amount of property required for the street right-of-way.

On June 22, the Planning Commission voted to recommend to the City Council that the City initiate condemnation proceedings to secure the property at the expense of this project's owner. We feel that the cost of this offsite street will become excessive compared to the benefit that it will provide to this development and the City. Also, since this development will already have two points of access along Morningside Drive, as typically required by the City for developments of this size, we question the need for this additional offsite street access.

Fayetteville City Council

July 13, 1998

Page -2-

We appreciate your thoughtful consideration of this project. Should you have any questions, or require any additional information, please contact us at your earliest convenience.

Sincerely,

CRAFTON, TULL & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Kurtis Jones", with a stylized flourish at the end.

Kurtis J. Jones, P.E.

MEMORANDUM

To: Fayetteville City Council

From: Tim Webb
Board Member of the Fayetteville Youth Center

Date: July 17, 1998

RE: Funding for the Fayetteville Youth Center

Pursuant to Len Schaper's request, attached are copies of the FYC's Request for Proposal to Provide Consulting Services to develop a complete and detailed Strategic, Master Facilities, and Institutional Development Plan and the two proposals that the FYC selected as finalists. Oral interviews were conducted at the FYC offices and New Solutions was selected to provide the consulting services.

Should you have any questions regarding this matter, please feel free to call me. I can be reached at 587-0828

**Fayetteville Youth Center
Request for Proposal to Provide
Consulting Services**

General Information and History:

The Fayetteville Youth Center (FYC) is a not-for-profit 501(c)(3) corporation governed by a 19 member volunteer board. Founded in 1941 as a Boys Club, the FYC has continually provided quality programing for the youth of Fayetteville and the surrounding communities. Currently all segments of Fayetteville and the surrounding communities are served by the FYC representing ages from toddlers in the gymnastics program to senior citizens who utilize the pool for daily exercise and camaraderie. The FYC is the central location and organizer for most youth programs in Fayetteville and surrounding areas. It also is the only provider of organized programs which are offered on an affordable or free basis to low income children in the area. In addition to its 2,860 members, nearly 3,000 youth participate in satellite and summer programs.

The FYC is accessible to all groups within our community. Through its transportation and scholarship programs, it reaches out to lower socio-economic groups. It provides a latchkey program for children after school, a summer feeding program for disadvantaged youth, and an outreach program which goes into low income neighborhoods encouraging participation in FYC activities. Adults are serviced by the FYC with its support of more than 90 softball teams, 32 basketball teams, 18 volleyball teams, and the swimming pool. Teens participate in baseball programs, girls and boys softball leagues, dance classes, martial arts, swim classes and team activities, tennis and various other programs.

The FYC operates on a small budget. In 1996 the operating budget for the FYC was \$570,000 derived from program fees (48.1%), membership fees (7.4%), United Way funding (16.5%), contract services with the City of Fayetteville (16.1%), and other miscellaneous and charitable sources (11.9%). The FYC operates within its budget and does not carry over programmatic debts from year to year. Fees are based on historical data and are reviewed annually to determine their ability to cover programmatic cost while staying within an affordable structure. Day to day operation of the FYC is conducted by a professional staff of six. Throughout the programing year, the staff will utilize more than 170 volunteer coaches and assistants to operate the various programs.

The current FYC facility is centrally located in Fayetteville with ease of access to the high school, an elementary school, and the main athletic complex. This facility was completed in 1954. A natatorium was added in 1964, and a multi-purpose building was constructed in 1980. Since 1980, no new additions have been completed, and only minor renovation has been completed on an as needed basis. Over the last 30 years, the main facility has deteriorated. In addition, the FYC operates two new gymnasiums for the Fayetteville public school system. These new facilities are occupied during the school day by Holcomb and Vandergriff Elementary School students. The FYC operates their programs in the evenings, and is responsible for the facility maintenance and upkeep.

The Future of the FYC:

In order for the FYC to continue to meet the needs of the youth population in Fayetteville and the surrounding areas, the Board of the FYC, together with staff, patrons and community members, have determined that a newer and more up-to-date facility is critical to the expansion of programs. Current facilities are used beyond their capacity resulting in over use and further deterioration of the facility. Changing demographics in our region are creating a situation whereby the needs of the community cannot be met with these existing facilities. A new or renovated facility will dramatically change the nature of the programs the FYC can offer, and will help the FYC move from a youth-centered facility to a family-oriented facility.

Request for Proposal:

The Board of the FYC needs to develop a complete and detailed Strategic, Master Facilities, and Institutional Development Plan (the "Plan"). Due to the FYC limited staff, the Board is searching for a Consulting Professional (the "Consultant") to aid in the development of the Plan. The staff and members of the Board will be available to the Consultant to help in the development of the Plan.

Your proposal should include the following:

1. The professional history of your firm and yourself. You should note the number of clients you have served within the past 12 months and the nature of your work. Please describe the services you provide. Please include at least three references.
2. An outline of the strategies you will employ to help the board crystallize its vision, determine long range plans, develop master facilities plans and establish private fund raising.
3. A proposed time line for this planning.
4. Your expectation of who should be involved.
5. The number of days you will spend on site.
6. Your availability to the FYC staff and Board when you are off site.
7. Cost, including travel expenses and incidentals.

Please address each of the above elements in separate pages. Please limit your response to no more than one (1) page per response. Any printed material you have will be welcome.

Proposals should be submitted to Dale Clark, Executive Director of the FYC no later than Friday October 24, 1997. Decisions will be made no later than November 15. You may be called for an on site interview with the Board. Please indicate your willingness to do this at your own expense.



7362 carleton avenue
st. louis, mo 63130

p: 314.721.4567
f: 314.721.1207

Proposal

A Proposal for

The Fayetteville Youth Center

December 29, 1997

Submitting Firm

- ◆ **the rome group**
7362 Carleton Avenue
St. Louis, MO 63130

314/721-4567
314/721-1207 FAX
arome@theromegroup.com

Amy Rome, Principal
Claudia Daugherty, Principal
Carolyn Burdick, Associate

Subcontractors

- ◆ **Team Four**
14 North Newstead Avenue
St. Louis, MO 63108

314/533-2200
314/533-2203 FAX
teamfour@swbell.net

William H. Albinson, ALA
Principal

Bruce Hesterberg, ALA
Principal
- ◆ **Schmersahl Treloar & Co., P.C.**
Certified Public Accountants
The Frisco Building
906 Olive, Suite 410
St. Louis, MO 63101

314/421-2727
314-421-4646 FAX
smersh@mvp.net

James R. Schmersahl, CPA
Principal

Janet Ramey, CPA
Manager
- ◆ **Barbara Henning**
9176 Robin Court
St. Louis, MO 63144

314/968-5074
314/968-2490 FAX
BJHSTL@aol.com

the rome group

1. Background

History of Firms, Consultant Experience, and Clients and Services Provided

The Rome Group, an organizational development consulting firm, was founded in July 1996 to work with nonprofit organizations, public entities, and philanthropic institutions. The firm provides the following services: Organizational Assessments; Strategic Planning; Development and Fundraising Audits, Planning, and Program Design; Market Research; and Project Management.

Prior to founding the firm, Amy Rome worked as an independent consultant for six years. Her clients included arts, education, and human service organizations in the St. Louis area as well as in other communities throughout the country. Prior to her consulting work, she was President of the St. Louis Metropolitan Association for Philanthropy, a membership association of donors, and held several management positions with the United Way of St. Louis. She holds a masters degree in Social Work Policy and Planning from Washington University.

Claudia Daugherty joined The Rome Group in July 1996 after working for 16 years in nonprofit management, grants management, and arts administration. Prior to joining the firm, Claudia was also President of the Metropolitan Association for Philanthropy, and worked in grants administration for the St. Louis Regional Arts Commission and the Missouri Arts Council.

Carolyn Burdick is as an associate of The Rome Group. Most recently, she was Director of Services for the Metropolitan Association for Philanthropy. She has managed national marketing promotions, worked for a national foundation, and was Special Projects Coordinator for Youth Service America. She holds Masters Degrees in Business Administration and Social Work from Washington University.

The Rome Group has worked with 17 clients during the past 12 months. (See list of clients and services in Appendix A). Projects included organizational and community assessments, strategic planning, capital campaign feasibility studies and campaign management, and the creation of development and fundraising and marketing plans.

The Rome Group will subcontract with an architectural design firm, a consultant with program development expertise, and a CPA firm specializing in services to not-for-profit organizations, to bring additional experience and knowledge to the project.

Bill Albinson, AIA, and Bruce Hesterberg, AIA, principals of Team Four, an architecture and planning firm based in St. Louis, will assist with the development of the facilities plan. Team Four specializes in nonprofit organization and education facilities. Their services include evaluations, feasibility studies, facility master plans, renovation and new building design.

Barbara Henning will be involved in the process to help assess the programs that should be offered by the Fayetteville Youth Center (FYC). She has expertise and experience in strategic planning, project management, and grantwriting as well as program design and development.

James Schmersahl, CPA, principal of Schmersahl Treloar & Co. and Janet Ramey, CPA, manager in charge of not-for-profit services of Schmersahl Treloar & Co., will manage the development of a sophisticated projection model to assist the board of directors and management of FYC with both the initial building feasibility study and with the ongoing analysis of the financial implications associated with the addition or expansion of program services.

2. Outline of Strategies

Overall Project Goal

To identify how the Fayetteville Youth Center can best meet community needs into the next century.

Project Outcomes

1. A Strategic Plan that includes specific Financial, Organizational, Master Facilities, and Development Plans that chart the organization's direction and include specific implementation strategies and activities. Schematic drawings and illustrations of the site plan and exterior and interior components will also be developed.
2. Specification of resources required for plan implementation.

Planning Process

◆ *Project Organization*

Organize Strategic Planning Committee, finalize planning process, and design the most appropriate approach to the Internal and External Environmental Assessment. (See below.)

◆ *Internal and External Environmental Assessment*

Interview organization and community leadership to get information about operations and issues; conduct research (demographics, community needs, the role of other service providers, etc.) and identify trends related to serving youth and families; survey current customers to assess programs and interests; and review the existing facilities study.

◆ *Retreat (Board, key staff, and non-Board Planning Committee members)*

Review the Environmental Assessment; begin to chart the organization's future direction through a review of the current Mission Statement; develop a Vision Statement and Core Values; and identify strategic issues that need to be addressed to fulfill the mission.

◆ *Strategic Planning*

Develop goals to address strategic issues in specific areas (e.g. program, marketing) and identify objectives and action plans, including costs and time lines for implementation, to meet goals.

Conduct four (4) Focus Groups with customers and non-customers to test the proposed programs and activities to be offered by the Center.

◆ *Facilities Planning*

Review implications of programming needs for facilities, including visits to four (4) state-of-the art facilities in other communities, including St. Louis, identify options, select and document the choice, and locate possible building sites, if necessary.

◆ *Financial Planning*

Develop a detailed, twenty-year projection of the Center's balance sheets and statements of activities. This projection will include support and revenue, as well as associated program, facilities and administrative costs.

Develop a cost allocation methodology to allow the determination of the fully loaded cost of delivery of each program unit of service, both current and prospective.

- ◆ *Institutional Development Planning*

Develop a plan that incorporates the most appropriate fundraising programs with opportunities for earned income, as well as government support, and identify strategies for implementation.

- ◆ *Plan Development*

Integrate all of the documents and present the Plan to the Board of Directors.

Facility Design Process

- ◆ *Development of Schematic Design Drawings*

Develop drawings for review and approval by the Board of Directors that include consideration of the proposed program, and code, structural, mechanical and electrical requirements.

- ◆ *Development of Project Illustrations*

Develop color illustrations of the site plan and various interior and exterior building components suitable for reproduction in printed materials as well as public meetings and displays.

Greater detail on strategies is provided as Attachment 1.

3. Proposed Time Line

Activities	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
* Project Organization * Environmental Assessment * Retreat												
* Strategic Planning * Goal Setting												
* Objectives and Action Plans * Review of Program Plans												
* Agency/Facility Tours * Focus Groups * Evaluate Facility Options * Select Most Appropriate Facility Option												
* Site Selection * Planning Review (goals, objectives, and action plans) * Develop Budget Projections * Preliminary Facility Design												
* Review Budget Projections												
* Institutional Development Planning												
* Review of Draft Master Plan												
* Review and Approval of Final Plans												

4. Expectation of Who Should be Involved

The planning strategies outlined by The Rome Group are intended to involve a broad spectrum of FYC leadership as well as garner input from key stakeholders in the community. Involving as many people as possible in appropriate ways will provide valuable input into the Plan's development and create a sense of ownership. This will result in support for, and involvement in, its successful implementation.

The following outlines the key leadership groups that are expected to be involved and their proposed role in the planning process.

- ◆ **Strategic Planning Committee**

Comprised of the officers of the Board of Directors, chairs of all standing committees, and several community representatives (not to exceed 20 members). Staff leadership would also serve in an ex-officio capacity.

The role of the Committee would be to provide oversight and leadership to the process. The Strategic Planning Committee would meet regularly to set direction, determine goals to address the strategic issues, review all plans, and monitor progress.

- ◆ **Board Standing Committees**

These committees would be involved as appropriate to assess goals related to their respective strategic issue areas (e.g. program, finance, etc.). They would work with staff and consultants to develop the objectives and action plans required to meet the organization's strategic goals.

- ◆ **Board of Directors**

All Board members would be interviewed to gather information, attitudes, and ideas about FYC. The full Board also would be involved in the retreat to help set the organization's direction. Three Board members would be invited to tour four other state-of-the art facilities in other communities to determine their best practices. The Board would have final approval of all aspects of the plan.

- ◆ **Community Stakeholders**

As outlined in the strategies, The Rome Group would involve community leaders, and customers and non-customers, to provide input on perceptions and needs. This would help ensure that the community being served supports, and will participate in, the services and programs provided.

- ◆ **Staff**

Key staff would be interviewed and staff would be relied upon to provide information about the organization. They would be involved in the retreat and attend other committee meetings as appropriate. The Rome Group would work with staff leadership to administer the planning process.

- ◆ **Consultants**

The Rome Group, and its subcontractors, would support the planning process by providing guidance and leadership to the Strategic Planning Committee and would work with the other committees to help ensure their work is understood and conducted. Consultants would facilitate the retreat, and, if needed, other meetings, conduct all the research required, and implement all aspects of the project.

Schmersahl Treloar & Co. will develop ongoing financial management tools to be used by the board of directors in the effective financial management of Fayetteville Youth Center. These tools will include allocation methodologies for the assignment of costs to program, administration, or fundraising (a functional cost allocation), as well as a methodology for the determination of fully loaded program costs and the incremental cost or benefit of additional program service units. As more fully detailed in the accompanying statement of qualifications, the firm of Schmersahl Treloar & Co. has substantial expertise in consulting with not-for-profit organizations on a myriad of financial/operational/management issues.

More detailed information on the work of Team Four, The Rome Group, and Ms. Henning was included in a prior proposal submission as Appendix A, B and C. Appendix D, included in this revised proposal, contains detailed information on the work of Schmersahl Treloar & Co.

References for The Rome Group

1. Judy Champ, Immediate Past President, *Girls, Inc.*, 22 Clermont Lane, St. Louis, MO 63124 314/993-0772
2. Beth Fitzgerald, Executive Director, *The Magic House*, St. Louis Children's Museum, 516 S. Kirkwood Road, St. Louis, MO 63122 314/822-8900
3. Fred Perabo, Director, Community Affairs, *Ralston Purina Co.*, 1 CBC, St. Louis, MO 63102 314/982-2361
4. Beth Schlueter, Executive Director, *Coro Midwestern Center*, 1730 S. 11th Street, Suite 102, St. Louis, MO 63104 314/621-3040

5. Number of Days on Site

Consultants* would be present as noted below to work with FYC during the various stages of the planning. The Rome Group, including Barbara Henning, and Carolyn Burdick, would spend a total of 33 days on site over a 12 month period. Team Four would spend 13 days and Schmersahl Treloar & Co., P.C. would spend 21 days on site during this period.

Activity	On-Site Days	Consultants*
Project Organization	3 1	AR, CD, BA
Environmental Assessment and Community Interviews	5	AR, CD
Customer Survey	4	AR, CB
Retreat	2 2	AR, CD, BH BA
Strategic Planning and Site Review	8 5	CD, BH BA
Focus Groups	4	AR, CD
Financial Data Review and Analysis	12	JS, JR
Review of Preliminary Results	2 2 1	CD, BH BA JS, JR
Financial Planning & Institutional Development	4 2 7	AR BA JS, JR
Plan Presentation	1 1 1	AR, CD BA JS, JR

The Rome Group*

Amy Rome = AR

Claudia Daugherty = CD

Carolyn Burdick = CB

Barbara Henning* = BH

Team Four*

Bill Albinson = BA

Schmersahl Treloar & Co., P.C.*

James Schmersahl = JS

Janet Ramey = JR

6. Availability to the FYC Staff and Board When Off Site

The Rome Group, Team Four, Barbara Henning, and Schmersahl Treloar & Co. would be available as needed when not on site. All consultants are able to be contacted by phone, fax, or e-mail. If immediately unavailable, the response time would be no more than 24 hours, and most often, the same day.

Consultants could also be available in one location in St. Louis for conference calls.

7. Cost, Including Travel Expenses and Incidentals

Fees

The following fees are based on an estimate of the number of days the team would work on and off-site. Fees are based on a rate of \$600 per day.

Strategic Planning and Site Selection Process

	<u>Days</u>	<u>Fees</u>
<u>On-site days:</u>	46	\$27,600
The Rome Group	33	
Team Four	13	
<u>Off-site days:</u>	87	\$52,200
The Rome Group	35	
Team Four	52	
Total Days & Fees	133	\$79,800

Preliminary Facility Design and Project Illustration

	<u>Days</u>	<u>Fees</u>
<i>Facility Design</i>		
<u>Off-site days:</u>		
Team Four	37	\$22,200
<i>Project Illustration</i>		
<u>Off-site days:</u>		
Team Four	27	\$16,200
Total Days & Fees	64	\$38,400

Financial Planning

	<u>Days</u>	<u>Fees</u>
<u>On-site days:</u>		
Schmersahl Treloar & Co., PC	21	\$12,600
<u>Off-site days:</u>		
Schmersahl Treloar & Co., PC	40	\$24,000
Total Days & Fees	61	\$36,600

Best Practices Research

Fees and travel to arrange and tour state-of-the art facilities in four other communities, including St. Louis. Travel expenses include costs for two consultants and three Board members of the FYC for one tour of all four locations.

	<u>Days</u>	<u>Fees</u>
<u>Off-site days:</u>		
Planning and travel to other communities by two consultants	10	\$6,000
Hotel, car rental, and meals		3,400
Air fares		8,860
Total Days & Fees	10	\$18,260

the rome group

Please note that regardless of the number of consultants on-site representing The Rome Group, the fee remains \$600 per day.

Expenses

It is estimated that the consultants would be on site for 67 days during the 12 month project period.

Travel Expenses: \$25,020

Airfare (14 day advance notice)	\$400
Hotel (per night)	\$50
Car rental (per day)	\$35
Meals (per day)	\$30

Additional expenses \$1,200

Long-distance Phone/FAX
(average \$100 per month)

Focus Groups \$1,220

4 groups of 8 @ \$35 per
person plus refreshments

Total Expenses **\$27,440**

Total Project Cost **\$200,500**

Fees would not exceed the figure noted unless the nature of the work were to change significantly during the process. Expenses will be at actual cost.

Incidentals

Incidentals related to the Planning Process that are **not included** in the budget are food and beverages for meetings and printing and distribution of the plan. Other costs associated with copying and printing will be the shared responsibility of the consultants and FYC as appropriate.

FAYETTEVILLE YOUTH CENTER

the rome group

December 29, 1997

Goal: To identify how the Fayetteville Youth Center can best meet community needs in the next century.

Organizational Planning

Plan to Plan
 . Organize Committee(s)
 . Finalize Process
 . Design Assessment Approach

Environmental Assessment
 . Interviews
 . Research and Trend Analysis
 . Customer Surveys

Retreat
 . Review of Environmental Assessment
 . Discussion of Mission, Vision, Strategic Issues

Plan Development
 . Goals
 . Objectives
 . Action Steps

Program Planning

Focus Groups

Budget Development

Financial Planning

Financial Planning

Facility Planning

Facility Inventory and Evaluation

Building Program
 . Options
 . Budget

Evaluation of Renovation vs. New Construction
 . Quality of Product
 . Operational Costs
 . Cost to Construct
 . Schedule
 . Availability Issues

Budget Projection

Conclusion:
 . Renovation
 . New Construction

Preliminary Facility Design and Cost Estimates

Site Selection

Institutional Development Planning

Assessment of Fundraising Potential

Strategic Plan
Organizational Plan
Financial Plan
Master Facility Plan
Development Plan
 . Fundraising Programs
 . Strategies for Implementation

A Future for FYC



A proposal for developing a comprehensive plan that will guide
future development of the Fayetteville Youth Center..



New Solutions
2003 Archer Drive
Fayetteville, AR 72701
501-587-1463
501-444-0845
October 24, 1997

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New Solutions

2003 Archer Drive
Fayetteville, AR 72701

Phone 587-1463
Fax 444-0845

October 23, 1997

Mr. Dale Clark
Executive Director
Fayetteville Youth Center
915 California Drive
Fayetteville, AR 72701

Dear Mr. Clark,

I am pleased to submit New Solution's response to the Fayettevilles Youth Center's Request for Proposals. Our firm is pleased to be among the group of consultants you will be considering. The New Solution consultants who will work on the FYC project have a combined total of over 35 years planning experience.

Dr. Jacqueline New has worked directly with non-profits and planning for more than 20 years. As Senior Program Officer for the Winthrop Rockefeller Foundation for 14 years, she facilitated the development of scores of long-range plans. For example, Dr. New facilitated the development of the state of Arkansas' long-range educational technology plan. She has also helped foundations, schools and non-profits design programs aimed at meeting the needs of youth. In fact, she is co-author of a book documenting case studies of ten at-risk youth programs.

Ms. Susan Anders, our Master Facilities Planner, has over 15 years of experience as a designer and architect. Most recently, she has been a Senior Project Director at a large architectural firm in Orlando, FL., with offices in Ft. Myers, FL., Charlotte, NC., Indianapolis, IN, and Ft. Wayne, IN. In this capacity she has been responsible for the multioffice direction and management of a \$250 mil. building project with 25 sites in the eastern United States.

We view the opportunity to work with Fayetteville Youth Center's board and staff as an exciting opportunity. The potential for helping an organization, with long standing service to children, plan its future is especially appealing. As a Fayetteville business, our firm has a vested interest in our city and our youth.

New Solutions realizes that FYC's board and staff are busy people with full agendas. We also know that organizational planning, if it is to be effective, requires significant input from staff and board as well as other stakeholders. In our proposal we have outlined planning processes that will respect stakeholder time yet provide ample opportunity for stakeholder input. Simply put, our planning processes will minimize the time requirement while maximizing the input.

Our proposal follows the RFP guidelines and therefore, contains no addendum. However, we would be happy to provide copies of full resumes, or other additional information, upon request. Additionally, we would be happy to respond to questions by phone or at an arranged meeting.

We look forward to hearing from you.

Sincerely,


Jacqueline Cox New

Historical Profile

New Solutions is a relatively young firm dedicated to helping non-profit organizations, such as the Fayetteville Youth Center, develop creative and practical solutions to complex problems. While the firm is young, the firm's President, Dr. Jacqueline New, has over twenty years of experience working with non-profits and strategic planning. As Senior Program Officer for education and President of the Winthrop Rockefeller Foundation in Little Rock, AR, she provided technical assistance to non-profits and schools across Arkansas. In these capacities she was responsible for developing strategic plans for the education grant program and for coordinating the development of the Foundation's comprehensive long-range plan. Additionally, Dr. New facilitated the development of the state of Arkansas' long-range educational technology plan. Prior to her tenure with the Foundation, she served as Director of the Annual Fund and Assistant Director of Development at Potsdam College, Potsdam, N.Y. At Potsdam, she provided leadership for the development of a capital campaign and initiated successful annual fund strategies. During the past 12 months, five clients have contracted with Dr. New for assistance with program planning, program evaluation and donor identification. Clients include the Walton Family Foundation, Mary Reynolds Babcock Foundation, Southern Development Bancorporation, and Ohio State Department of Education.

References include:

Mr. Walter Smiley
President
Smiley Investments
Little Rock, AR
501-219-2922

Dr. Willard Gatewood
Professor of History
University of Arkansas
Fayetteville, AR
501-521-3406

Dr. Gayle Williams
President
Mary Reynolds Babcock Fdtn
Winston Salem, NC
910-748-9222

Ms. Susan Anders will lead the master facilities planning of the FYC project. She has over 15 years of experience as a designer and architect. Starting with interior space planning and facilities' programming some sixteen years ago, Ms. Anders has expanded that experience to complex sets of issues in MasterPlanning and applied these skills to a variety of facility types. Clients include: Fortune 500 companies, private developers and a wide range of public and non-profit organizations. Building types include: universities, campus design, pharmaceutical companies, manufacturing facilities, research facilities, churches, and office buildings.

Her approach to MasterPlanning, facility analysis, programming, and concept documentation responds to dynamic and functional problems directly affecting people and community. Satisfying human environments is rarely accidental and cannot be achieved by facility design alone. They are the successful relationship between client and planner. Due diligence for both site and building, comprehensive facility goal setting, planning efficiencies, operating economies, spatial adjacencies, team communication and relationship building with all the represented groups must translate into a quality facility for broad community use. Our team objective is to arrive at a comprehensive concept stated in a series of facility goals integrated with a facility plan that have both aesthetic and functional relevance. Most recently, she has been a Senior Project Director at a large Architectural firm in Orlando, FL with offices across the country. In this capacity, she has been responsible for the multi-office direction and management of a \$250 mil. Building project with 25 sites in the eastern United States. The project extended for more than a year. Additional clients at SchenkelShultz include AT&T, Florida Hospital, Daytona Beach Community College, and Orange County Schools.

References include:

Ms. Christine Eakle
Director of Construction
Lincoln Property Company
Tampa, FL

Mr. J. Thomas Chandler
Senior Vice President
SchenkelShultz
Orlando, FL

Ms. Diane Berry
Consultant
Orlando, FL
Former Director of
Facilities, AT&T

Master Facilities Planning (Some conceptual site planning work is included in the process)

- Phase 1 - Introduction**
Attendance of all meetings necessary both to introduce and outline the project
- Phase 2 - Strategic Planning**
Attendance of all meetings necessary to remain informed to overall direction and issues. This will include all trips to prototypical sites in the United States where facilities and programs are reviewed.
- Phase 3 - Facility Due Diligence**
Inventory Existing Site
Inventory Existing Building
Investigate Variables to Project, i.e. zoning, codes, security
Investigate Prototype Facilities
- Phase 4 - Charrette 1**
Present Inventory of Existing Facility
Present Prototypical Concepts
Outline Overall Facility Direction
Outline Site Issues
Outline Community Use Issues
- Phase 5 - Programming Meetings(only with assigned personnel)**
Site Amenities and Functions
Building Function, Spaces and Quantities
Interior Spatial Adjacencies
Total Site/Building Adjacencies
Off-Site/Community Issues/Access
- Phase 6 - Charrette 2**
Present Draft Building/Site Program
Review Overall Facility Direction
Review Community Issues
Refine Building/Site Program Issues
Outline Strategic Plan for Implementation Process
- Phase 7 - Finalize Planning Documents**
Finalize Facilities Program
Finalize Assumptions to the MasterPlan
Finalize MasterPlan Documents
Finalize Implementation Strategy

These phases can, in some cases, occur concurrently with another.

Institutional Development Planning

- Phase 1 - Develop Case Statement**
Estimate program, equipment and operational funding requirements
Prioritize funding requirements
Create summary of needs
Prepare Case Statement
- Phase 2 - Feasibility Study**
Identify current funding streams
Identify potential funders
Interview 25 to 50 potential donors
Analyze interview results
Prepare study report
- Phase 3 - Strategic Issue Development**
Establish prioritized dollar goals
Draft table of funding expectations and donor sources
Identify and match tactics with prospective donors
Create institutional development structure scenario
Conduct GAP analysis
Identify strategic issues
- Phase 4 - Draft Institutional Development Action Plan**
Develop alternative strategies for addressing strategic issues
Identify potential barriers to alternative strategies
Develop proposals for achieving alternative strategies
Draft an institutional development plan
Draft first year action plan
- Phase 6 - Finalize Planning Documents**
Finalize institutional development plan
Finalize actions and first year action plan

At some point in this process, we may decide to subcontract for part of the work. We will seek FYC board approval of any proposed subcontractor.

Project Timeline

January

- week 2: SP-P1 Project Introduction
- week 3: SP-P3 External Environmental Scan initiated
- week 4: SP-P2 Mission & Vision Development initiated

February

- week 2: SP-P2* Retreat/Mission & Vision Development
- week 4: SP-P3 External Environmental Scan completed
- week 4: SP-P2 Mission & Vision Development completed
- week 4: MFP-P3** Facility Due Diligence initiated

March

- week 1: SP-P4 Internal Environmental Scan
- week 2: Prototypical site visit
- week 3: SP-P3 Environmental Scan Report completed
- week 4: SP-P5 Strategic Issues initiated/Prototypical site visit

April

- week 1: Prototypical site visit
- week 2: SP-P5 Strategic Issues completed
- week 3: SP-P6 Strategy Development initiated
- week 4: MFP-P4 Charette 1

May

- week 2: SP-P6 Strategy Development initiated
- week 3: MFP-P5 Facility Due Diligence completed
- week 4: SP-P7 Finalize Planning Documents

June

- week 1: IDP-P1*** Develop Case Statement initiated
- week 2: MFP-P6 Programming Meetings initiated
- week 3: IDP-P1 Case Statement completed
- week 4: IDP-P2 Feasibility Study initiated

July

- week 3: MFP-P5 Programming meetings concluded

August

- week 2: IDP-P2 Feasibility Study initiated
- week 4: MFP-P6 Charrette 2

September

- week 2: IDP-P3 Strategic Issues initiated
- week 4: MFP-P7 Finalize Planning Documents

October

- week 1: IDP-P3 Strategic Issues completed
- week 3: IDP-P4 Draft Institutional Development Plan

November

- week 2: IDP-P5 Finalize Planning Documents

* SP-P denotes strategic planning phase

** MFP-P denotes master facilities planning phase

*** IDP-P denotes institutional development planning phase

Who Should be Involved in the Process?

*We never know how high we are
Til we are called to rise
And then, if we are true to plan
Our statures touch the sky*

Emily Dickinson, 1890

The Fayetteville Youth Center has been asked to rise and, with some assistance, its "statures will touch the sky." An extensive planning process, such as outlined in this proposal, will have the following outcomes:

- An exciting strategic plan will provide a blueprint for FYC's future programming and operation.
- A creative facilities master plan will translate program and operational needs into a comprehensive physical concept for meeting the needs of FYC's staff and client community.
- A dynamic institutional development plan will chart a viable course for FYC's future resource development.

These represent the concrete products of the process. However, if the planning process includes a good balance of stakeholder* representatives, the process can serve as an energizing force to help establish the future of FYC. A high level of organizational and community involvement will produce plans that are widely understood and accepted. Having said this, we realize that the process could demand a great deal of time and commitment. However, we are committed to minimizing the amount of time and effort board and staff will allocate to the process and, at the same time, maximizing the results of their efforts. To facilitate this, we propose working with three committees of three (3) to five (5) persons:

- A Strategic Planning Committee
- A Master Facilities Planning Committee
- An Institutional Development Committee

Committee membership will include staff, board members and representatives of community leadership. To ensure continuity and communication among the committees, some committee members may serve on more than one committee. A one day board meeting will introduce the planning processes and establish project agreements. This will be followed by a three day retreat that will serve as the springboard for the strategic planning process. Thereafter, preliminary work in each phase will be done within the committee structure. To gain full board input and commitment, we will use a variety of techniques including phone interviews, surveys and selected meetings of the board as a whole.

Where appropriate, other stakeholders will be included in the process. For example, stakeholder opinion will be sought in the *external environmental scan phase* of the strategic planning process and again in the *feasibility study phase* of the institutional development planning process. Special attention will be given to identifying FYC's stakeholders, especially those stakeholders who are often overlooked.

Dr. New will coordinate the work of all the three committees and facilitate the strategic planning and institutional development planning processes. Ms. Anders will facilitate the master facilities planning process. Since all three processes are interrelated, there will be *phases* when both of our firm's consultants will be engaged in the same committee's work.

Number of days on site: 89 days

The definition of days on site (we have applied) is the actual numbers of days we intend to be working on site with board members and staff. In the interest of clarity, we have identified days on site within each of the three planning processes.

Strategic Planning

Phase 1 - Introduction	3 days
Phase 2 - Mission & Vision Dev	4 days
Phase 3 - Ext Environmental Scan	3 days
Phase 4 - Internal Environmental Scan	3 days
Phase 5 - Strategic Issues	5 days
Phase 6 - Strategy Development	9 days
Phase 7 - Finalize Planning Documents	4 days
Master Facilities Planning Mtgs	<u>9 days</u>
Total	40 days

Master Facilities Planning

Phase 1 - Introduction	5 days
Phase 2 - Strategic Planning	12 days
Phase 3 - Facility Due Diligence	3 days
Phase 4 - Charrette 1	2 days
Phase 5 - Programming Meetings	7 days
Phase 6 - Charrette 2	2 days
Phase 7 - Finalize Plan Docs.	<u>2 days</u>
Total	28 days

Institutional Development Planning

Phase 1 - Develop Case Statement	5 days
Phase 2 - Feasibility Study	4 days
Phase 3 - Strategic Issues	5 days
Phase 4 - Draft Inst. Dev. Plan	5 days
Phase 5 - Finalize Plan Docs	<u>3 days</u>
Total	21 days

New Solution's availability to FYC staff and board:

Our firm regards the services and programs of the Fayetteville Youth Center to be vital to our community's future. If selected for this project, along with our experience and expertise in planning, we bring our strong commitment to Fayetteville's youth and future generations. It is important when managing a comprehensive planning effort, as represented by this project, that there is close and continual dialogue between project coordinators and the staff and board. Further, timely communication will be essential for time lines to be honored.

Both project principles, Ms. Anders and Dr. New, reside in Fayetteville. Therefore, we will be readily available to FYC's staff and board. We will be easily reached by phone, fax, and e-mail.

Project Budget

The budget is outlined according to the three planning processes and respective phases. All time frames indicate preparation times, as well as stated onsite days. All fees are calculated at \$500 per day. Hourly charges are \$75.00.

<u>Strategic Planning</u>		<u>Days</u>
Phase 1 - Introduction	\$ 2,500	5
Phase 2 - Mission & Vision Dev	\$ 4,500	9
Phase 3 - Ext Environmental Scan	\$ 5,500	11
Phase 4 - Internal Environmental Scan	\$ 2,500	5
Phase 5 - Strategic Issues (includes model site trips)	\$ 8,000	16
Phase 6 - Strategy Developments	\$ 7,500	15
Phase 7 - Finalize Planning Documents	\$ 5,000	10
Masters Facilities Planning Meetings	\$ 3,500	7
Guaranteed not to exceed amount	\$ 39,000	78

Retreat Expenses

Includes lodging, meals, ground travel and other related expenses for 7 persons for 2 retreats	\$ 4,500
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Prototypical Site Visit Expenses

Includes transportation, lodging, and meals for 5 persons and 3 site visits of three days each	\$ 19,800
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Master Facilities Planning (does NOT include any engineering or cost estimator fees)

		<u>Days</u>
Phase 1 - Introduction	\$ 2,500	5
Phase 2 - Strategic Planning	\$ 6,000	12
Phase 3 - Facility Due Diligence	\$ 15,500	31
Phase 4 - Charrette 1	\$ 6,000	12
Phase 5 - Programming Meetings	\$ 13,000	26
Phase 6 - Charrette 2	\$ 6,000	12
Phase 7 - Finalize Planning Documents	\$ 13,000	26
Guaranteed not to exceed amount	\$ 62,000	124

Institutional Development Planning

		<u>Days</u>
Phase 1 - Develop Case Statement	\$ 7,000	14
Phase 2 - Feasibility Study	\$ 7,500	15
Phase 3 - Strategic Issues	\$ 5,000	10
Phase 4 - Draft Inst. Dev. Plan	\$ 6,000	12
Phase 5 - Finalize Plan Docs	\$ 4,000	8
Guaranteed not to exceed amount	\$ 29,500	59

Projected Related Expenses

Project related expenses include such items as phone and fax Charges, postage, and photocopying charges that will be incurred in support of the planning processes. Only actual expenses will be reimbursable. Receipts will be provided for actual expenses.	\$ 3,000
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Total Project Expenses	\$ 157,800
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Statements of Process

There are three processes outlined in this proposal; one for strategic planning, one for master facilities planning, and another for institutional development planning. The processes are interrelated and somewhat overlapping in terms of sequence. For the purpose of clarity, however, each will be outlined separately. While we understood the Request for Proposal directions to "address each of the elements in separate pages," we felt it necessary to devote one page to each of the processes.

Strategic Planning

Phase 1 - Introduction

- Present overview of planning processes
- Identify "givens" not up for discussion
- Negotiate agreement on process, reporting, and stakeholder groups

Phase 2 - Mission and Vision Development

- Conduct stakeholder analysis
- Clarification of organizational values
- Create a mission statement
- Create a vision statement

Phase 3 - External Environmental Scan

- Survey literature and local reports or studies
- Conduct focus groups of present and potential clients
- Identify key issues and trends that pose threat or opportunity
- Analyze and interpret issues and trends
- Create discussion paper

Phase 4 - Internal Environmental Scan

- Identify internal resources, strengths and weaknesses
- Identify present strategy and outputs
- Create discussion paper

Phase 5 - Strategic Issues Development

- Visits to prototypical sites in the U.S. where programs & facilities are reviewed
- Prepare report of site trips
- Create a "vision of success"
- Identify future goals
- Conduct GAP analysis
- Identify strategic issues

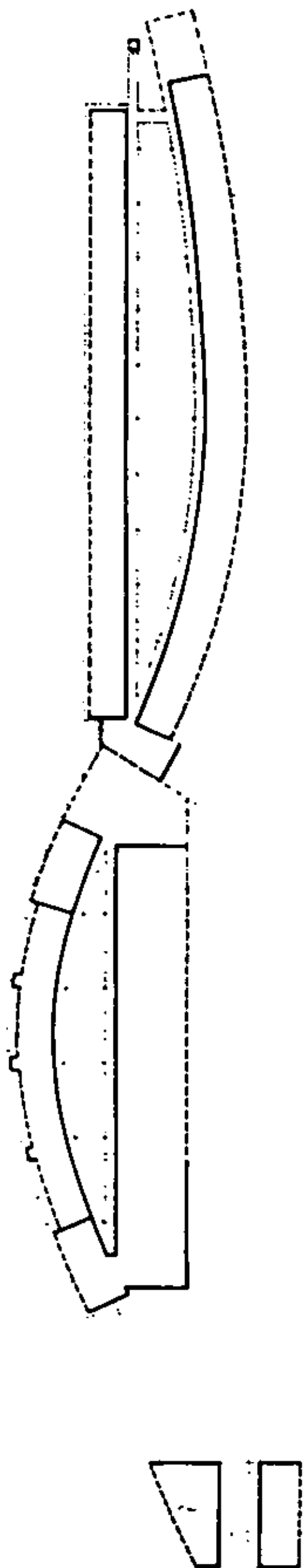
Phase 6 - Strategy Development

- Draft practical alternatives for resolving strategic issues
- Identify potential barriers to alternative strategies
- Develop proposals for achieving alternative strategies
- Draft a strategic plan
- Draft three year actions

Phase 7 - Finalize Planning Documents

- Finalize strategic plan
- Finalize three year actions

Susan E. Anders



Post Office Box 852
Fayetteville, AR 72702
501 • 443 • 4814

Bachelor of Design: with honors, interior design major, College of Architecture, University of Florida, 1981

Master of Architecture: design minor, School of Design, North Carolina State University, 1992

Continuing Education: Harvard University, Graduate School of Design, Day Lighting seminar, G. E., Lam, and Sylvania Lighting seminars; Project Management seminar; AutoCAD seminar

Registration: Arkansas, Florida, NCARB

Professional Affiliation: AIA

Emphasized areas include Project Management with multi-office implementation, Facility Program Documentation and Management, Master Planning and Concept Planning, Construction Implementation.

Published in *The Designer/Specifier*, and recipient of the *Golden Brick Award*, for The Bridges House, restoration/renovation, Orlando, FL

Published in national press release, Dupont Corporation, for Trone Advertising, High Point, North Carolina

Published in *The Orlando Business Journal*, for AT&T – Greenfield Technology Center, Lake Mary, Florida

SchenkelShultz Architects, Orlando, FL (1995-1997)

Senior Project Director, Associate

AutoNation USA, Eastern US expansion of 15 stores

Master Concept Plan, Daytona Beach Community College

Orange School Board, Strategic Plan Charrette, Orlando, FL

Susan Bouldin, P. A., Orlando, FL (1994-1995)

General Consultant, Principal

Consultant to SchenkelShultz Architects for AT&T- Greenfield Technology Center

CBS Bookstore, Orlando, FL

ZHA Incorporated, Orlando, FL (1993-1994)

General Consultant, Owner's Representative

Orlando International Airport

RS&H Incorporated, Greensboro, NC (1986-1990)

Project Manager

Master Plan, CIBA GEIGY, Greensboro, NC

Facility Program, BurroughsWellcome, Research Triangle Park, NC

Gresham, Smith & Partners, Orlando, FL, Nashville, TN (1984-1986)

Senior Interior Designer

HealthAmerica

Alabama Power Company

Bouldin & Associates, Inc., Orlando, FL (1981-1983)

Designer

The Bridges House

Portfolio, references upon request

JACQUELINE COX NEW

2003 Archer Drive
Fayetteville, AR 72701

Home (501) 587-1463
Business (501) 444-0845

EMPLOYMENT HISTORY

President, New Solutions, a program development and evaluation consultant firm (1997-1988).

Interim President, Winthrop Rockefeller Foundation, Little Rock, AR (1995-96)

Senior Program Officer for Education, Winthrop Rockefeller Foundation, Little Rock, AR (1983-1996)

Legislative Assistant, Arkansas State Legislature, Little Rock, AR (October 1982-April 1983)

Director of the Annual Fund, Potsdam College, Potsdam, NY (1980-82)

Assistant Director for Development, Potsdam College, Potsdam, NY (1979-1982)

Coordinator of Continuing Education for Dental Health Professionals, Potsdam College, Potsdam, NY (1980-82)

Assistant Professor, Monroe Community College, Rochester, NY (1977-79)

PROFESSIONAL SKILLS AND ACCOMPLISHMENTS

Management and Administration: Skilled in all areas of management, including strategic planning, staff recruitment, and supervision, contract negotiation, financial management including budget preparation, oversight of tax planning and investment management; initiated Foundation's program area workplan and budget preparation process; and developed the Foundation's personnel evaluation format.

Program Development: initiated and implemented the Foundation's first Request for Proposals process, dramatically increasing pre-collegiate education's participation; formulated the Foundation's Community Incentive Grant program; developed the Foundation's Fellows program; initiated the Foundation's educational grantee networking conferences; and launched a statewide university/school partnership program focused on improving preservice and inservice teacher training.

Grantmaking: creatively carried out grantmaking responsibilities including: the development, coordination and evaluation of grant programs; coordination of staff grant review and planning; establishment of relationships with other funding sources to leverage funds; development of the Foundation's first grantee networking newsletter and reader panels; development of grantseeking and fundraising workshops; and introduction of a number of other grantmaking concepts into program development and management.

Evaluation and Public Policy: expertise in designing and conducting public policy analysis and program evaluation; managed a three-year study of Arkansas' educational reforms; served as principal investigator of a follow-up study of the state's minimum competency testing program; managed a study of Arkansas' Chapter One program; initiated the Foundation's first process observer program; developed a participatory evaluation system for grantees (featured in Evaluation for Foundations); served as an evaluation team member for the study of Ohio's Classrooms of the Future and Venture Capital Schools programs; conducted local and national evaluation training seminars; coordinated the redesign of the Foundation's evaluation program; and served as chair of the Grantmaker's Evaluation Network.

EDUCATION

Ph.D, Education, The Union Institute, May 1995.

M.S., Education and Assessment, State University of New York at Buffalo, 1977.

B.A., Health Sciences, State University of New York at Buffalo, magna cum laude, 1976.

SELECTED COMMUNITY ACTIVITIES

Board Member, Washington Regional Hospital Foundation, 1998.

Board Member, Northwest Arkansas Single Parent Scholarship Fund, 1998.

Board Member, Arkansas Advocates for Children and Families, 1997.

Member, National Council of Christians and Jews Ourtown Advisory Board, 1997.

Vice Chair, Arkansas National Conference of Christians and Jews Annual Award Dinner, 1996.

Member, United Way of America's National Task Force on Impact, 1995-6.

Board Member, Florence Crittenden Home, 1995-6.

Member, Little Rock Mayor's Business Advisory Group, 1995-6.

Co-Convenor, Arkansas Educational Technology Planning Group, 1991-94.

Member, Business Alliance for Education's Steering Committee, 1990-4.

Member, Governor's Task Force on At-Risk Youth, 1987-1991.

Board Member, New Futures of Little Rock, 1988-91.

Board Member, Arkansas Symphony Guild, 1983-85.

SELECTED PROFESSIONAL AFFILIATIONS

Arkansas Women's Leadership Forum, 1996-97.

Southeast Council of Foundations Board, 1995-96

Grantmaker's Evaluation Network, Chair 1992-96.

American Evaluation Association, 1990-96.

Council on Foundations Precollegiate Education Affinity Group, Executive Committee, 1987-1994.

Arkansas Reading Recovery Board, 1992-96.

Association for Curriculum and Supervision Development, 1986-1996.

Arkansas' Coalition for Diversity in Education Taskforce, 1987-1993.

Council on Foundations 1983-1996.

Women in Foundation and Corporate Philanthropy, 1987-1991.

PUBLICATIONS

Walking Fine Lines, co-authored with William Wayson and Bennett Daviss, Little Rock, AR: Winthrop Rockefeller Foundation, December 1995.

"Minimum Competency Testing: Its Effects on Teaching and Learning," doctoral dissertation for The Union Institute, May 1995.

Beyond the Barriers: Successful Interventions in Arkansas, contributing author, Winthrop Rockefeller Foundation, 1992.

"Raising the Cross Bar in Education," Arkansas Gazette, May 1990.

"Breaking the Barriers to Learning," Arkansas Gazette, December 1988.

CHAPTER 169: PHYSICAL ALTERATION OF LAND

§169.01 INTENT.

A. It is the City's intent to safeguard the health, welfare and safety of Fayetteville citizens by implementing standards and procedures for the physical alteration of land. It is not the City's intent to supersede Federal or State regulations such as, but not limited to, the Occupational Health & Safety Act.

B. The purpose of this chapter is to control excessive grading, clearing, filling, and cutting (or similar activities) which or in combination cause landslides, flooding, excessive run-off, degradation of water quality, erosion and sedimentation in storm sewer systems and water storage basins.

(Code 1991, §161.01; Ord. No. 3551, 6-4-91)

§169.02 GENERAL REQUIREMENTS.

A. **Protection.** Persons engaged in land alteration activities regulated by this chapter shall take measures to protect public and private properties from damage by such activities.

B. **Site Conditions.** Development shall conform to the natural contours of the land, natural drainage ways, and other existing site conditions.

C. **Adjacent Properties.** All developments shall be constructed and maintained so that adjacent properties are not unreasonably burdened with surface waters as a result of such development. More specifically, new development may not

unreasonably impede water runoff from higher properties nor may it unreasonably channel water onto lower properties.

D. **Restoration.** Land shall be revegetated and restored as close as practically possible to its original condition so far as runoff and erosion are concerned.

(Code 1991, §161.02; Ord. No. 3551, 6-4-91)

§169.03 PERMITS REQUIRED/ EXCEPTIONS.

A. **Permit Required.** No grading, filling, excavation or land alteration of any kind shall take place without a grading permit.

B. **Exceptions.** Exceptions to this rule are as follows:

1. **Excavation Below Finish Grade.** Excavations below finished grade for basements, footings, swimming pools, hot tubs, septic systems, retaining walls, and like structures authorized by a valid building permit.

2. **Cemetery Graves.** Cemetery graves.

3. **Refuse Disposal.** Refuse disposal sites controlled by other regulations.

4. **Single Family/Duplex.** Construction of one single family residence or duplex.

5. **Previous Platted Subdivision.** Previously platted single-family subdivisions for which preliminary plat approval was given prior to June 4, 1991.

6. One-Half Acre Sites. Sites of up to one-half acre shall be exempt UNLESS:

a. Slope. The cut or fill is greater than five feet in depth and results in a slope greater than five horizontal to one vertical; or

b. Cut/Fill. More than 100 cubic yards of material are cut or filled.

7. Building Additions. Building additions of less than 1,000 square feet where associated land alteration activities are not beyond the scope of what is necessary to construct said addition.

8. Floodplain/20% Slope. The following shall require a grading permit without exception: developmental activities within a 100 year floodplain or on a 20% or greater slope and any excavation site from which fill will be exported or imported.

9. Grading Plan Approval. No grading permit shall be issued until the grading plan, endorsed by a registered architect, landscape architect, or engineer, is approved by the City Engineer. A separate permit shall be required for each site; it may cover both excavations and fills.

(Code 1991; §161.03; Ord. No. 3551, 6-4-91)

§169.04 MINIMAL EROSION CONTROL REQUIREMENTS. If exempt under §169.03, a grading permit is not required. However, exempt as well as nonexempt activities shall be subject to the following minimal erosion and sedimentation control measures:

A. Natural Vegetation. The potential for soil loss shall be minimized by retaining natural vegetation wherever possible.

B. Stabilization. All graded and

otherwise disturbed areas shall be stabilized within 15 days after each stage of final grade is established. Stabilization methods such as baled straw, filter fabric, ditch checks, diversion ditches, brush barriers, sediment basins, matting, mulches, grasses and ground cover shall be used.

C. Intermittent/Perennial Streams. No intermittent or perennial stream, including a 25 foot perimeter strip measured from the top of the bank, shall be graded, developed, channeled or physically altered UNLESS adequate guarantees are made for erosion and sedimentation control. Likewise, cuts or fills shall be set back sufficiently from intermittent and perennial streams and other storm water drainage systems to guarantee that there will be no damage from erosion or sedimentation.

D. Excavation Material. Excavation material shall not be deposited in or so near streams and other storm water drainage systems that it may be washed downstream by high water or runoff.

E. Fording Streams. Fording of streams with construction equipment or other activities which destabilize stream banks shall not be permitted.

F. Removal of Mud/Dirt From Public Street. Any debris, soil or mud from development sites reaching a public street shall be immediately removed.

(Code 1991, §161.04; Ord. No. 3551, 6-4-91; Ord. No. 3947, §1, 2-6-96)

§169.05 ONE-TIME APPROVALS.

A. Utilities. Public and private utility organizations may obtain a one-time approval from the City Engineer for all routine underground electric, water, sewer, natural

inches in diameter and any detrimental organic material or refuse debris.

2. Compaction. Fill shall be placed and compacted as to minimize sliding or erosion of soil. Fill compaction shall equal the compaction of undisturbed, adjacent soil, except fills covered by Building Regulations, Chapter 173, or other structural fills. The City Engineer may require soil tests during compaction work or upon its completion at the expense of the permittee.

3. Grade. Fill shall not be placed on existing slope with a grade steeper than 20% (5 horizontal to 1 vertical) UNLESS keyed into steps in the existing grade and then thoroughly stabilized by mechanical compaction.

F. Erosion and Sedimentation Control.

1. Permanent Improvements.

Permanent improvements such as streets, storm sewers, curb and gutters and other features for control of runoff shall be scheduled coincidental to removing vegetative cover from the area so that large areas are not left exposed beyond the capacity of temporary control measures.

2. Top Soil. Top soil shall be stockpiled and protected for later use on areas requiring landscaping. If top soil or other soil is to be stockpiled for more than 30 days, a temporary cover of annual rye or other suitable grass shall be planted.

3. Existing Vegetation. Every means shall be taken to conserve and protect existing vegetation.

4. Revegetation. Revegetation shall be required to meet the following performance standards:

a. 0 to 10% existing grade: Revegetation shall be a minimum of seeding and mulching. Said seeding shall provide complete and uniform coverage that

minimizes erosion and run-off in no more than two growing seasons.

b. 10% to 25% existing grade: Revegetation shall be a minimum of hydroseeding with mulch and fertilizer, staked sod and/or ground cover. Said plantings shall provide complete and uniform coverage in no more than two growing seasons.

c. 25% to 33% finish grade: The slope shall be covered with landscape fabric and planted with ground cover (as per the performance standards in b. above) or covered with rip-rap. If rip-rap is used, the slope's stability and erodibility must be equivalent to or better than its predevelopment state.

d. More than 33% finish grade: Any finish grade over 33% requires landscape fabric and stabilization as described in §169.06 C.1.

5. Plant/Water. Plant materials shall be watered or irrigated and tended. Where irrigation or regular watering is not available, only native or acclimated plant species shall be used. If the soil cannot properly sustain vegetation, it must be appropriately amended. If revegetation is not firmly established and healthy after one year, the Landscape Administrator shall require that it be redone in part or total.

6. Plant/Terrace Bench. Plant materials shall be planted along terrace benches, (See: §169.01). Said plantings shall be spaced as necessary to thoroughly stabilize the terrace bench. The remainder of the terraced slope shall be revegetated and stabilized according to F.4. above.

7. Permanent Erosion Control. The developer shall incorporate permanent erosion control features at the earliest practical time. Temporary erosion control measures will be used to correct conditions that develop during construction that were unforeseen during the design stage,

gas, telephone or cable facilities. The approval will include a utility organization and its contractors, agents, or assigns and will be permanent in nature as long as the original approved procedures are followed.

B. Stockpiling Materials. One-time approval may be obtained by public or private entities for the stockpiling of fill material, rock, sand, gravel, aggregate or clay at particular locations, subject to the Zoning, Chapters 160-165.

(Code 1991, §161.05; Ord. No. 3551, 6-4-91)

§169.06 LAND ALTERATION GUIDELINES.

A. Excavation and Grading Manual. Grading plans shall follow the Excavation and Grading Manual and shall be evaluated by the City Engineer on the basis of the minimal erosion control requirements of §169.04, considerations in C., D., E. and F. below; and approval criteria set forth in §169.10.

B. City Engineer. On-site soil types plus existing and planned slopes and existing and planned vegetation shall influence the degree to which more lenient or more stringent guidelines are required by the City Engineer.

C. Cut or Fill Slopes.

1. Finish Grade. Cut or fill slopes shall have a finish grade no steeper than 33% (3.00 horizontal to 1 vertical), UNLESS thoroughly stabilized by retaining walls, cribbing, terraces, vegetation or other means approved by the City Engineer.

2. Existing Topography. Cut or fill slopes shall be constructed to eliminate

sharp angles of intersection with the existing terrain and shall be rounded and contoured to blend with the existing topography.

3. Setback Guidelines. The following setback guidelines shall be reviewed by the City Engineer for purposes of assessing safety, stability, and drainage problems:

a. Top or Toe of Cut.

Buildings shall be set back from the top or toe of a cut or fill in accordance with Zoning, Chapter 160-165, Building Regulations, Chapter 173, or the approved grading plan, whichever is greatest.

b. Property Boundaries. Cut or fill slopes shall be set back from property boundaries as described by the minimum guidelines.

c. Public Rights-of-Way. Cuts adjacent to public rights-of-way shall be set back a minimum of 25 feet, excluding driveways or access roads.

D. Cuts.

1. Vertical Height. Cuts shall be limited to 15 feet in vertical height, UNLESS information demonstrating slope stability, erosion control and drainage control is provided together with a revegetation plan. Terraces shall be required for cut and fill slopes greater than 15 feet in height. It is recommended that terracing be at a maximum ratio of one foot of horizontal terrace for every foot of vertical surface.

2. Fill Material. In no case shall a cut be allowed primarily for the purpose of obtaining fill material to a different site, UNLESS the exporting site is located within an extraction district.

E. Fills.

1. Rocks/Fill. All imported fill shall be free of rocks greater than 12

1. Time Schedule. A time schedule indicating the anticipated starting and completion dates of the development sequence and time of exposure of each area prior to stabilization measures.

2. Description/Fill Material/Compaction. Description of quantity (in cubic yards), source, and composition of imported fill material and compaction specifications. Also, note the quantity (in cubic yards) and destination of excavation materials to be removed from the site.

3. Natural Vegetation Preservation. Proposals for preserving natural vegetation and description of revegetation or other permanent erosion control strategy.

4. Runoff/Sedimentation. Specification of measures to control runoff and sedimentation during construction indicating what will be used such as straw bales, silt dams, brush check dams, lateral hillside ditches, catch basins, and the like.

5. Dust. Where excessive dust may become a problem, a plan for spraying water on heavily traveled dirt areas shall be addressed.

6. Soils Engineering Study. The City Engineer may require a soils engineering study or soil loss calculations if site conditions so warrant.

(Code 1991, §161.08; Ord. No. 3551, 6-4-91)

§169.08 GRADING PLAN SUBMITTAL.

A. Preliminary Grading Plan. A preliminary grading plan shall be submitted at the time of preliminary plat submission for subdivisions or plat submission for large scale development, whichever is applicable.

B. Final Grading Plan. No subdivision may be finalized nor large scale

development plat approved before a final grading plan has been submitted to the City Engineer and approved.

C. In cases where neither subdivision plat nor LSD plat is applicable, proof of notification of adjacent property owners and grading plan must be submitted simultaneously with the application for a grading permit.

Cross Reference: Notification and Public Hearings, Chapter 157.

(Code 1991, §161.09; Ord. No. 3551, 6-4-91)

§169.09 MINOR MODIFICATIONS.

Finish grades shall be allowed no more than a 0.1 foot tolerance from the grading plan. However, the City Engineer may authorize in writing minor modifications so long as they do not alter the direction of run-off and otherwise comply with the intent of this chapter. When applicable, major modifications must be brought before the Subdivision Committee for their approval.

(Code 1991, §161.12; Ord. No. 3551, 6-4-91)

§169.10 APPROVAL. In evaluating a grading plan for approval or denial, the City Engineer must determine that the following questions have been affirmatively resolved.

A. Has the developer followed the land alteration guidelines as set out in this chapter?

B. Where there are deviations from these guidelines has the developer offered alternative solutions which adequately resolve potential problems of erosion, flooding, sedimentation, and safety?

that are needed prior to installation of permanent erosion control features, or that are needed temporarily to control erosion that develops during normal construction projects, but are not associated with permanent control features on the project.

8. Allowable Soil Loss. Allowable soil loss shall not exceed the "T" factor, which is a component of the universal soil loss equation.

(Code 1991, §161.07; Ord. No. 3551, 6-4-91)

§169.07 GRADING PLAN SPECIFICATIONS.

A. Grading Plan. The applicant shall prepare a grading plan as follows:

1. Site Plan. Site plan at a scale no smaller than one inch equals 50 feet, showing property lines; vicinity map; name of owner, developer and adjacent property owners.

2. Existing Grades. Existing grades shall be shown with dashed line contours and proposed grades with solid line contours. Contour intervals shall be a maximum of two feet. Spot elevations shall be indicated.

3. Designation of Grade. Areas with 0 to 15%, 15% to 25%, 25% to 33%, and 33%+ grade shall each be identified in a distinguishing manner.

4. Identify Land to be Disturbed. Land areas to be disturbed (graded, cut, filled or cleared) shall be clearly identified.

5. Engineer/Architect. Seal of a registered engineer, architect, or landscape architect certifying that the plan complies with this chapter.

6. Cuts and Fills. All cuts and fills, including height and slope, shall be clearly shown on the plan.

7. Streets and Rights-of-Way. Location and names of all existing or platted streets or rights-of-way within or adjacent to tract and location of all utilities and easements within or adjacent to the property shall all be indicated.

8. Lot/Building, Etc. Identification. The proposed location of lots, buildings, streets, parking lots and parks, playgrounds or greenspace shall be indicated. Also to be indicated is any existing or proposed building within 100 feet of the site.

9. Soil Type. Soil types shall be identified according to the unified soil classification system.

10. Natural Features. Location of natural features such as drainage ways, ponds, rock outcroppings, and tree cover. Indication of 100 year floodplains as defined by FEMA.

11. Streets and Drainage Ways. Profiles and cross sections for proposed streets and drainage ways.

12. Acreage/Zoning. Total acreage and zoning classification.

13. Surface Water. Provisions for collecting and discharging surface water.

14. Underground Utilities. Profiles and cross sections of streets; drainage systems; and underground utilities, water and sewer.

15. Treatment of Slopes and Benches. The method of treatment for all slopes and benches shall be indicated.

B. Preliminary Grade Plan. The preliminary grading plan shall include all the above items except 5., 7., 11., 13. and 14. above.

The following additional required information may be reported in text rather than shown on the grading plan:

C. Has the developer complied with the intent of this chapter?

D. Is the developer making sufficient guarantees that the land will be developed in accordance to the grading plan?

When a proposed development is questionable in terms of any of the above, the City Engineer shall either deny the plan or make approval contingent upon further assurances and guarantees. Final decision of the City Engineer shall be made within 15 days of submittal of a grading plan. All applications for which Planning Commission approval is required shall be scheduled for the next available meeting after the 15 day review period.

(Code 1991, §161.10; Ord. No. 3551, 6-4-91)

§169.11 DISCOVERY OF HISTORIC RESOURCES. Whenever, during the conduct of grading, any historical, pre-historical, or paleontological materials are discovered, grading shall cease and the City Engineer shall be notified.

(Code 1991, §161.21; Ord. No. 3551, 6-4-91)

§169.12 CERTIFICATE OF OCCUPANCY. All revegetation and grading plan improvements shall be in place before a certificate of occupancy shall be issued. When a property owner has finished building construction but has yet to install plant material, said owner may apply for a temporary certificate of occupancy. In evaluating whether or not to grant a temporary certificate of occupancy, the City Planner shall consider weather conditions and temporary stabilization measures.

(Code 1991, §161.15; Ord. No. 3551, 6-4-91)

§169.13 OWNER RESPONSIBILITY. The property owner shall be responsible both for his or her employees and for all contractors and subcontractors from the onset of development until the property is fully stabilized. If property is transferred anytime between the onset of development and at the time it is fully stabilized, all responsibility and liability for meeting the terms of this chapter shall be likewise transferred to the new property owner.

(Code 1991, §161.16; Ord. No. 3551, 6-4-91)

§169.14 APPENDIX. Figure A. contains the specifications for setbacks in accordance with §169.06.

(Code 1991, §161.24; Ord. No. 3551, 6-4-91)

See: Figure A Page 8.

Cross Reference: Enforcement, Chapter 153; Notification and Public Hearings, Chapter 157; Bonds and Guarantees, Chapter 158; General Provisions, §150; Administration, Chapter 152; Appeals, Chapter 155; Fees, Chapter 159; Definitions, Chapter 151.

DRAFT

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF FAYETTEVILLE, TO PROVIDE AMENDMENTS TO AND CLARIFICATION OF VARIOUS PROVISIONS CONCERNING THE PHYSICAL ALTERATION OF LAND.

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

Section 1. That Sections 153.07 A.; 159.01 B.4.; 169.01 B.; 169.02 B.; 169.03 B. 4. through B.9.; 169.03 C.; 169.04 B.; 169.06 A., B., C., D., E.3., and F.4; 169.07 A.3., A.4., and A.14; 169.06 B.; 169.09; 169.10; and 169.12 of the Code of Fayetteville, are hereby repealed and the following shall be inserted in their stead:

§153.07A. Remedial Work.

1. A stop work order may be issued if remedial work is not being undertaken.
2. When the City has performed remedial work, a stop work order shall be issued and shall remain in effect until payment has been received for the work performed.

§159.01 B.4. Physical Alteration of Land. Permit Fee.

Less than ½ Acre	\$ 75.00
½ to 1 Acre	100.00
Over 1 Acre	200.00
Appeals	100.00

§169.01 B. The purpose of this chapter is to control grading, clearing, filling, and cutting (or similar activities) which alone or in combination cause landslide, flooding, degradation of water quality, erosion and sedimentation in storm sewer systems and water storage basins. It is also the intent of this chapter that, through the implementation of the guidelines and regulations contained herein, the existing scenic character and quality of the neighborhood and city as a whole not be diminished.

§169.02 B. Site Conditions. Development shall generally conform to the natural contours of the land, natural drainage ways, and other existing site conditions.

§169.03 B. Exception. Exceptions to this rule are as follows:

4. Single Family/Duplex. Construction of one single family residence or duplex except where the average slope across the lot is 15 percent or greater or where any portion of the planned grading activities is contained within the 100 year floodplain.

5. Building Additions. Building additions of less than 1,000 square feet where associated land alteration activities are not beyond the scope of what is necessary to construct said addition.

6. Grading Plan Approval. No grading permit shall be issued until the grading plan, endorsed by a registered architect, landscape architect, or engineer, is approved by the City Engineer. A separate permit shall be required for each site; it may cover both excavations and fills. Any application for a grading permit required under this chapter shall be combined with a drainage permit application under Chapter 170 , Stormwater Management, Drainage and Erosion Control, if such drainage permit is required. Coordination with Chapter 167, Tree Protection and Preservation, is required.

§169.03 C. Permit Posted. A copy of the grading permit cover page shall be posted at or near the street right of way line and shall be clearly visible from the street.

§169.04 B. Stabilization. All graded and otherwise disturbed areas shall be stabilized within 15 days. Stabilization methods such as baled straw, filter fabric, ditch checks, diversion ditches, brush barriers, sediment basins, matting, mulches, grasses and ground cover shall be used.

§169.06 LAND ALTERATION REQUIREMENTS.

A. Grading Plan Evaluation. Grading plans shall be evaluated by the City Engineer for conformance with the minimal erosion control requirements of §169.04 and the following requirements.

B. Requirements Varied. Requirements may be varied by the City Engineer with the approval of the Planning Commission. The extent to which variations may be made will depend on the soil types encountered, planned slopes,

planned vegetation, and investigative engineering reports. In no case shall the City Engineer waive or modify any of the minimum erosion control requirements as given in §169.04.

C. Cut or Fill Slopes.

1. Finish Grade. Cut or fill slopes shall have a finish grade no steeper than 33% (3.00 horizontal to 1 vertical), unless approved by the City Engineer.

2. Maximum Length. The maximum length of any cut or fill slope without a terrace (as described in D. below) shall be one hundred (100) feet as measured along the ground. The terrace shall be at least 6 feet wide.

3. Existing Topography. Cut or fill slopes shall be constructed to eliminate sharp angles of intersection with the existing terrain and shall be rounded and contoured to blend with the existing topography.

4. Setback Requirements. The following setback requirements shall be reviewed by the City Engineer for purposes of assessing safety, stability, and drainage problems:

a. Setback from Top or Toe of Cut or Fill. Buildings shall be set back from the top or toe of a cut or fill in accordance with Zoning, Chapters 160-165, Building Regulations, Chapter 173, or the approved grading plan, whichever is greatest.

b. Setbacks from Property Lines. The required setback of retaining walls, cut slopes, and fill slopes from property lines shall be as given in the illustrations. Property lines may be filled over or cut if a grading plan for the cut or fill is submitted jointly by the owner of both properties and if no utility easements are involved. If utility easements are involved, approval is required as given in "c." below in addition to the joint submittal requirement.

c. Setbacks From the Edge of an Easement. The required setback of retaining wall, cut slopes, and fill slopes from the edge of easements shall be as given in the illustrations. Where no utilities are present in an easement, or where utilities are planned to be relocated, and where such action is approved by all utilities, then easements may fall within a cut or fill section.

d. Setbacks from Structures. The required setback of retaining walls, cut slopes, and fill slopes from structures shall be as given in the illustrations. If a structure forms an integral part of the retaining wall, then the setbacks do not apply to that structure.

e. Public Rights-of-Way. Cuts adjacent to public rights-of-way shall be set back a minimum of 25 feet, excluding driveways or access roads.

f. Calculating Setbacks. For the purpose of calculating setbacks, any cut or fill section which is on a slope of 1 to 1 or greater shall be considered a retaining wall.

g. Administrative Variance. Setbacks from easement lines and structures may be varied administratively by the City Engineer if geotechnical and/or structural information is provided that, in the opinion of the City Engineer, justifies the variance.

h. Additional Information Required. The City Engineer may require further geotechnical and/or structural information to show that setbacks greater than those given are not needed to protect property, utilities, or the integrity of property lines.

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(Insert Illustrations)

D. Cuts.

1. Vertical Height. Cuts shall be limited to 10 feet in vertical height, unless information demonstrating slope stability, erosion control and drainage control is provided together with a revegetation plan. For non-solid rock cuts, terraces shall be required for cut and fill slopes greater than 10 feet in height. It is recommended that terracing be at a maximum ratio of one foot of horizontal terrace for every foot of vertical surface.

2. Maximum Vertical Cut. In solid rock, as determined by geotechnical and engineering data approved by the City Engineer, the maximum vertical cut shall be 30 feet.

3. Fill Material. In no case shall a cut be allowed primarily for the purpose of obtaining fill material to a different site, unless the exporting site is located within an extraction district.

E. Fills

3. Grade. Fill shall not be placed on existing slope with a grade steeper than 15% (6.67 horizontal to 1 vertical) unless keyed into steps in the existing grade and thoroughly stabilized by mechanical compaction.

F. Erosion and Sedimentation Control

4. Revegetation. Revegetation shall be required to meet the following performance standards:

a. 0 to 10% grade: Revegetation shall be a minimum of seeding and mulching. Said seeding shall provide complete and uniform coverage that minimizes erosion and run-off in no more than two growing seasons.

b. 10% to 15% grade: Revegetation shall be a minimum of hydroseeding with mulch and fertilizer, staked sod and/or ground cover. Said planting shall provide complete and uniform coverage in no more than two growing seasons.

c. 15% to 20% grade: The slope shall be covered with landscape fabric and planted with ground cover as set forth in b. above.

d. More than 20% grade: Any finish grade over 20% shall be stabilized with retaining walls, cribbing, terraces, landscape fabric, vegetation, or riprap. If riprap is used the slope's stability and erodibility must be equivalent to or better than its predevelopment state.

G. Undisturbed Land Requirements. In the development of residential subdivisions, allowable grading of slopes shall be in accordance with this table.

AVERAGE GRADE	MINIMUM UNDISTURBED AREA
10 TO 15 PERCENT	40 PERCENT
15 TO 20 PERCENT	50 PERCENT
> 20 PERCENT	60 PERCENT

H. Required Retaining Wall and Rock Cut Design.

1. Design/Inspection. Any retaining wall more than 4 feet in height shall be designed by a registered professional engineer and shall be field inspected by the design engineer. The City Engineer may require retaining walls less than 4 feet in height to be designed by a professional engineer.

2. Investigation/Report. All proposed rock cuts and any cut 10 feet or greater will require a geotechnical investigation and a formal report submitted by a registered professional engineer qualified to make such investigations.

3. Safety Railings. Safety railings may be required on any retaining wall 2.5 feet or higher. The decision as to whether to require safety railing shall be based on potential pedestrian and public access to the retaining wall and applicable building codes. This requirement for safety rails shall also apply to vertical or near vertical rock cuts and to steep cut or full slopes.

§169.07 A. The applicant shall prepare a grading plan as follows:

3. Designation of Grade. Areas with 0 to 10%, 10-15%, 15-20% and >20% grade shall each be identified in a distinguishing manner.

4. Identify Land to be Disturbed. Land areas to be disturbed shall be clearly identified.

14. Underground Utilities. Profiles and cross sections of streets; drainage systems; and underground utilities, if they are necessary to clarify the grading plan in terms of potential erosion or runoff, or if the grading on site has the potential of disturbing the utility line.

§169.07 B. Preliminary Grade Plan. The preliminary grading plan shall include all the above items except 5., 7., 11., 13., and 14., above. In addition to the above items, the City may require a cross section through the property showing existing and proposed grades as part of the preliminary submission.

§169.09 MINOR MODIFICATIONS. Finish grades shall be allowed no more than a 0.50 foot tolerance from the grading plan. However, the City Engineer may authorize in writing minor modifications so long as they do not alter the direction of run-off and otherwise comply with the intent of this chapter. When applicable, major modifications must be brought before the subdivision committee for their approval.

§169.10 APPROVAL. Approval of a grading plan is contingent on meeting all the requirements of this ordinance plus any set of varied requirements approved by the Planning Commission.

§169.12 CERTIFICATE OF OCCUPANCY. All revegetation and grading plan improvements shall be in place before a certificate of occupancy shall be issued. When a property owner has finished building construction but has yet to install plant material, said owner may apply for a temporary certificate of occupancy. In evaluating whether or not to grant a temporary certificate of occupancy, the Building

Inspection Superintendent shall consider weather conditions and temporary stabilization measures.

Section 2. That Chapter 151: Definitions, of the Code of Fayetteville, is hereby amended to delete the definition of Retaining Wall and to add the following:

Retaining Wall. A structure erected between lands of different elevation to protect structures and/or prevent erosion from the upper slope.

Retaining Wall Height. The height of a retaining wall, for setback purposes, shall be defined as the vertical distance from the top of the wall to the ground surface of the low side.

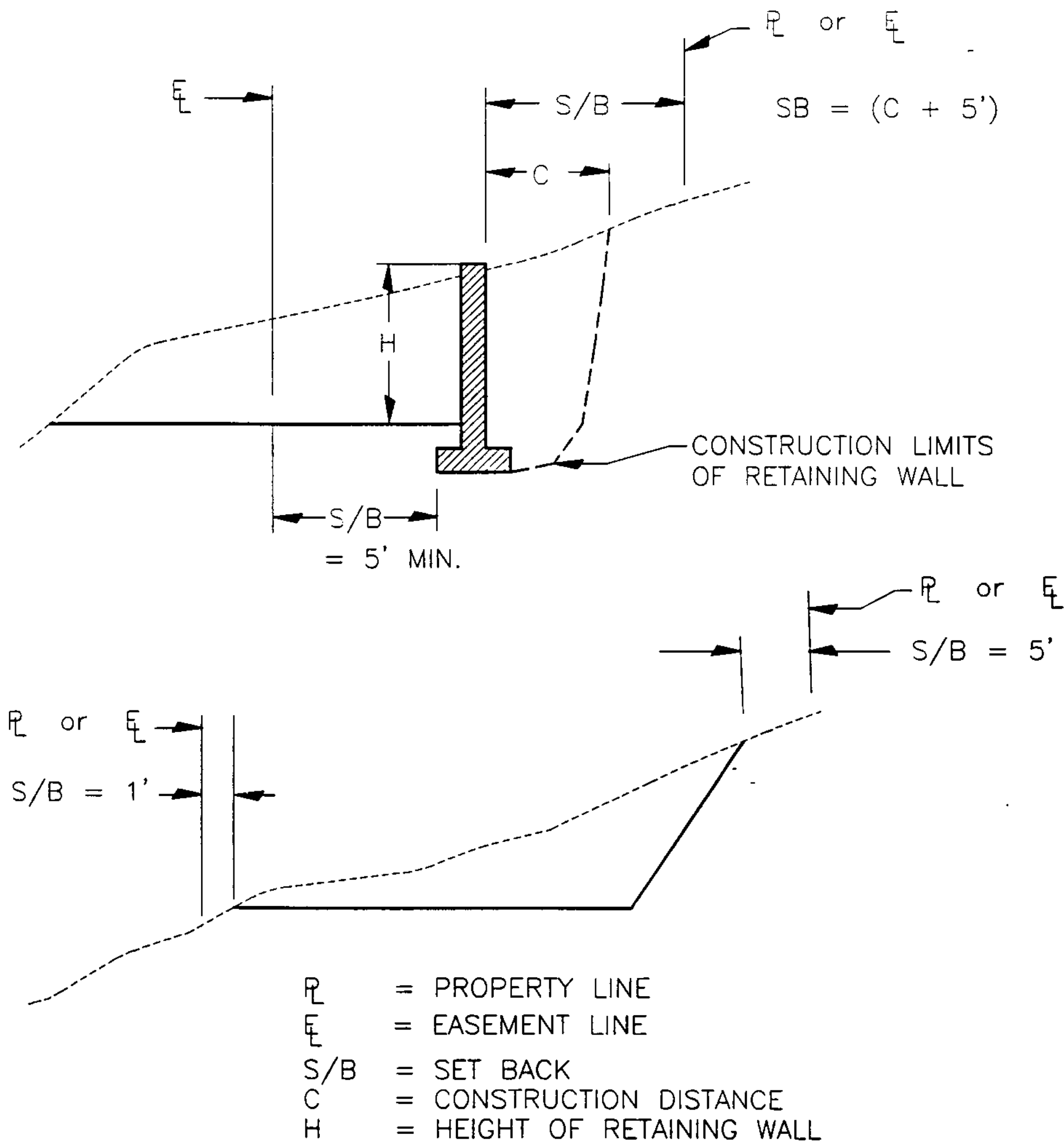
PASSED AND APPROVED this ____ day of _____, 19____.

APPROVED:

By: _____
Fred Hanna, Mayor

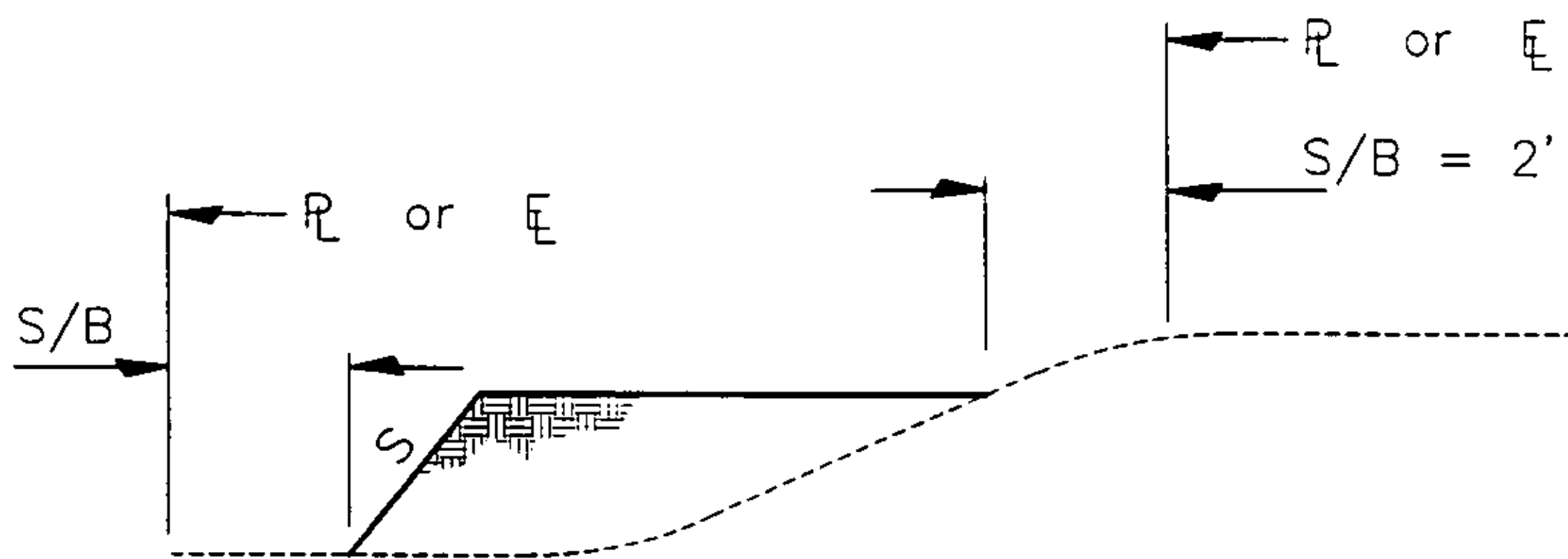
ATTEST:

By: _____
Heather Woodruff, City Clerk



NOTE: SETBACKS MAY BE INCREASED WHEN ADJACENT TO EASEMENTS WITH DEEP SANITARY SEWER OR OTHER DEEP LINES.

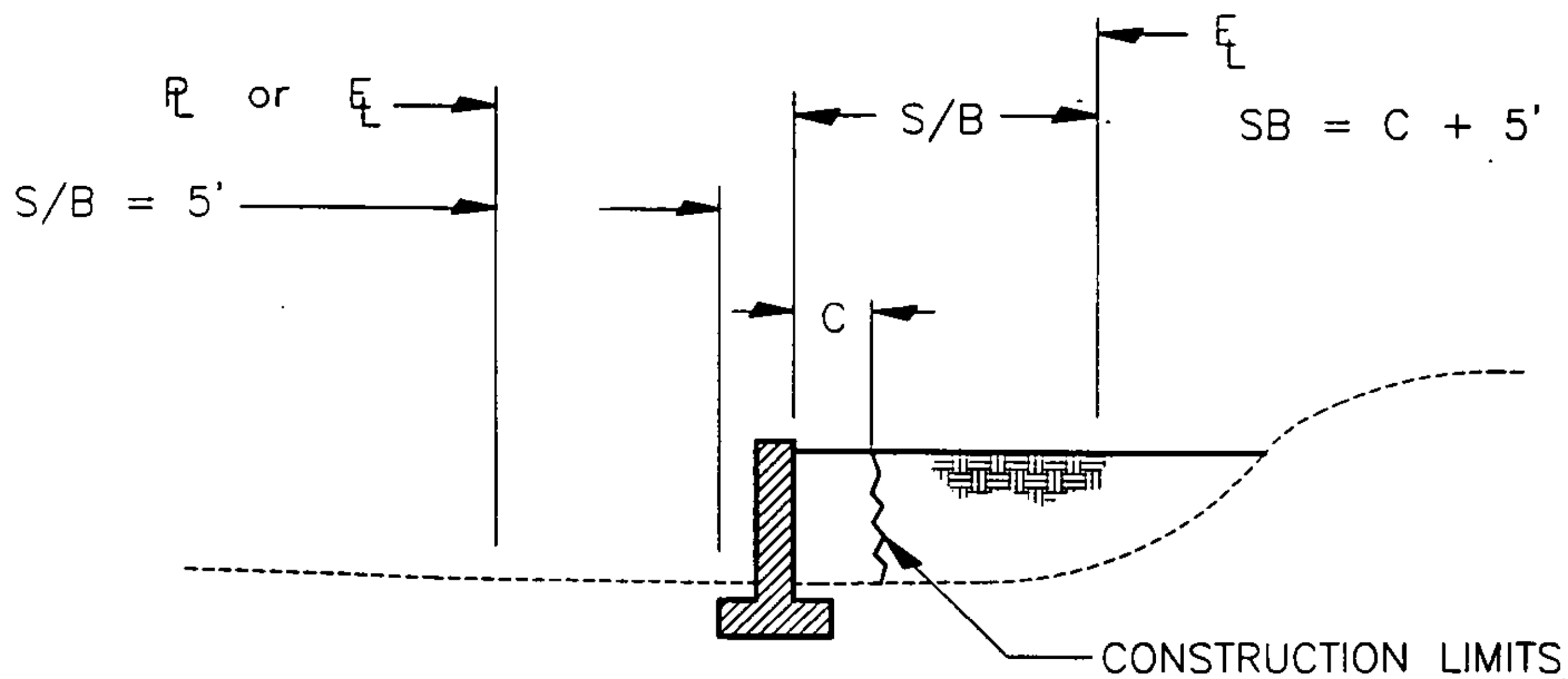
PROPERTY & EASEMENT LINES



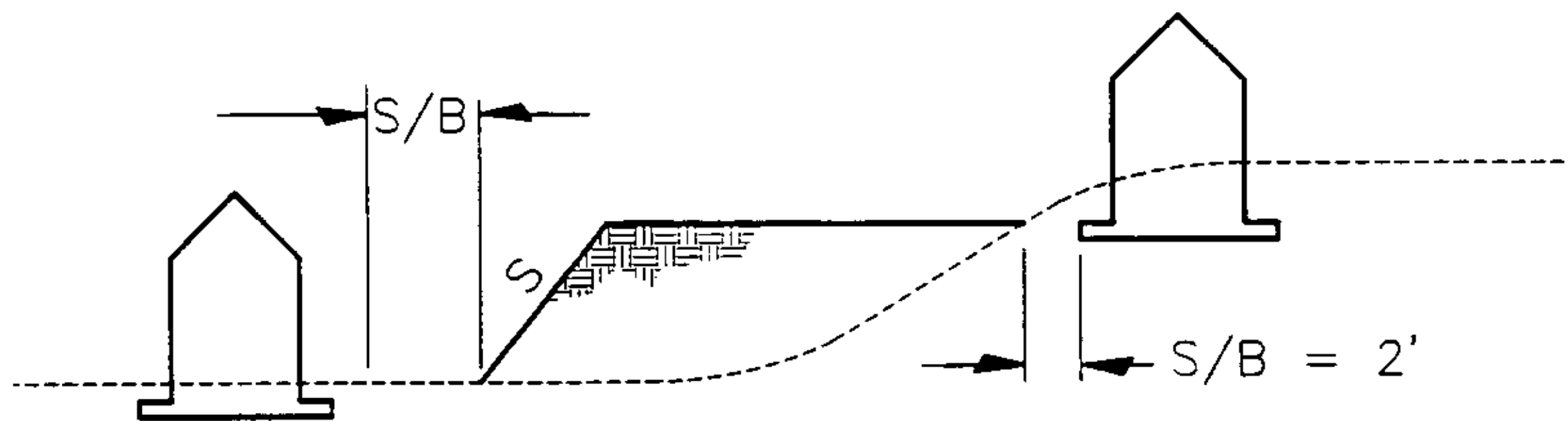
S = SLOPE

S	S/B
5:1 or LESS	2'
5:1 to 3:1	5'
3:1 to 1:1	8'

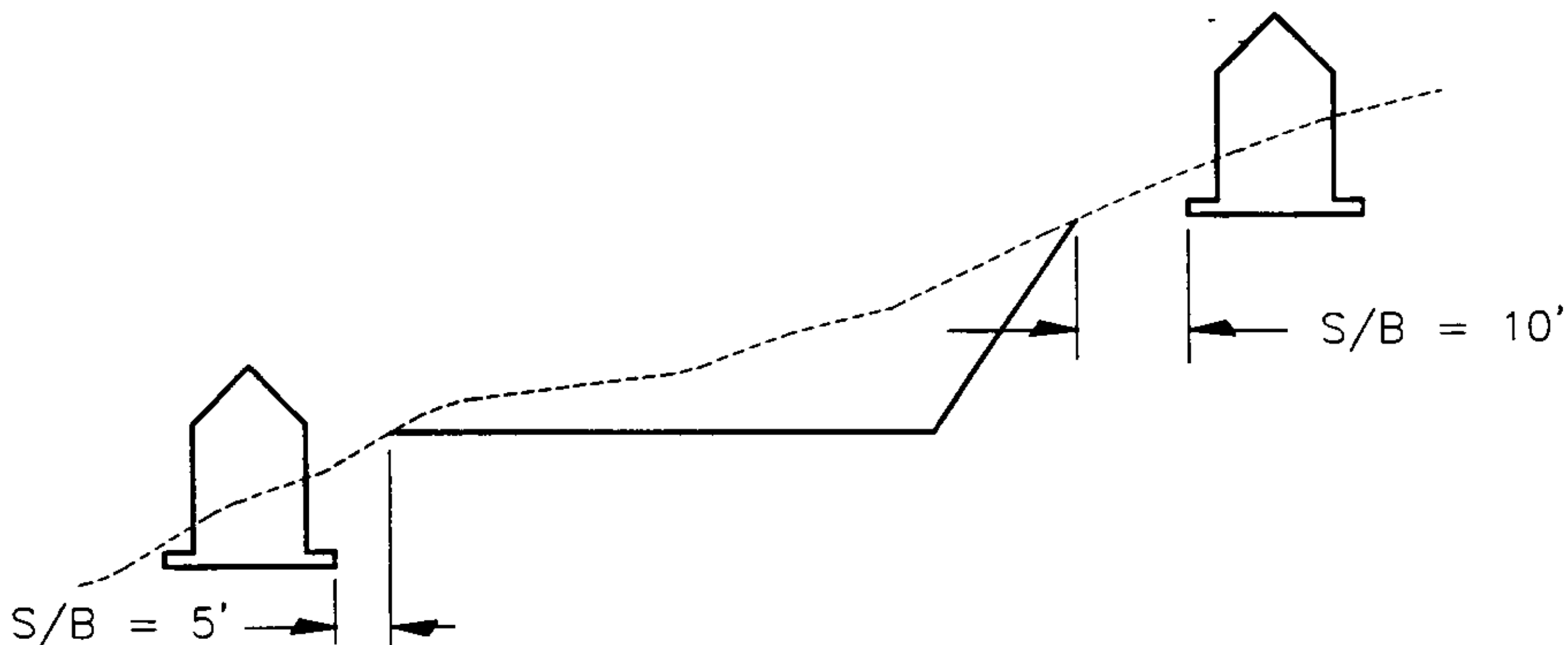
> 1:1 TREAT AS RETAINING WALL



PROPERTY & EASEMENT LINES

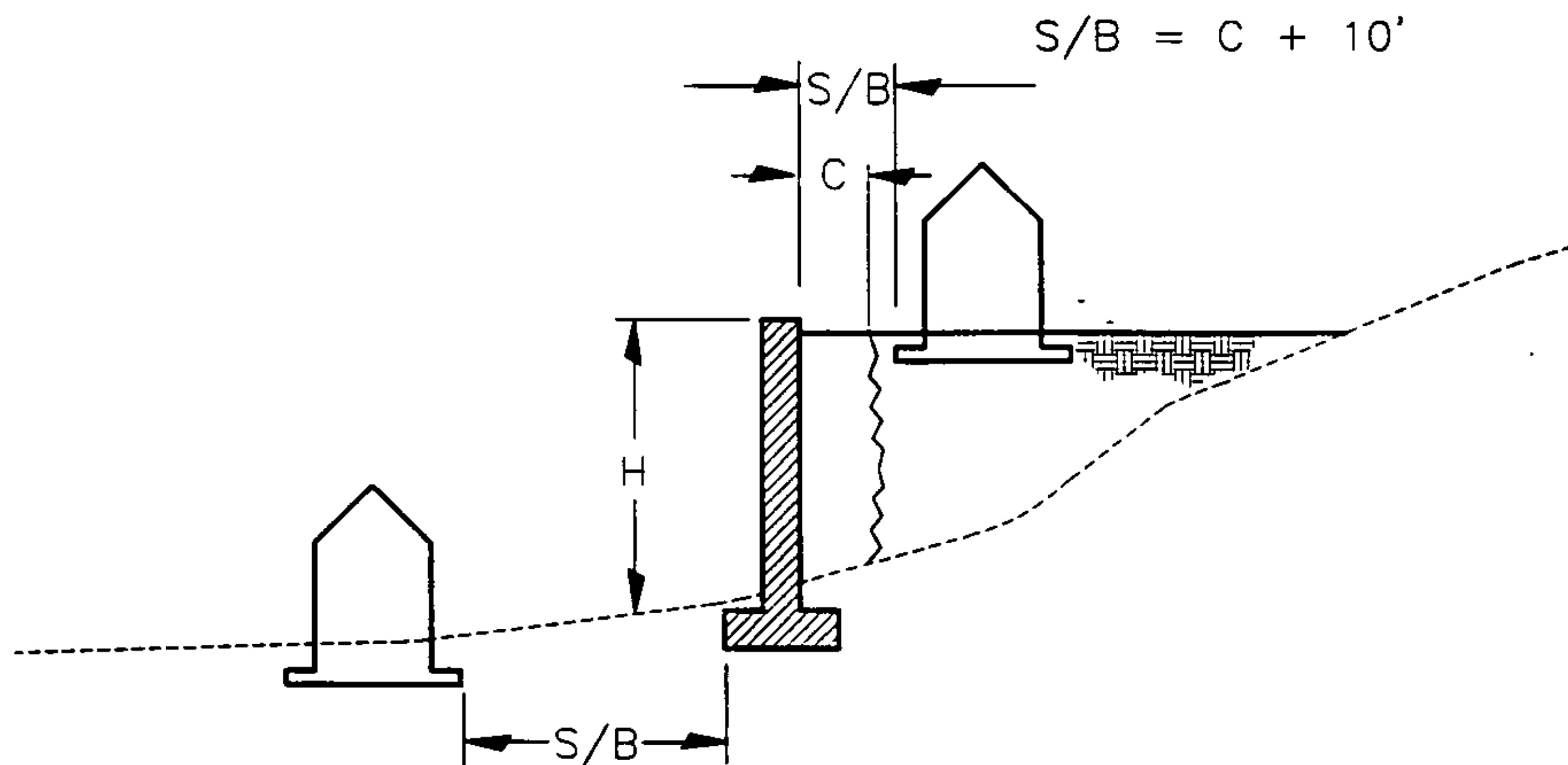
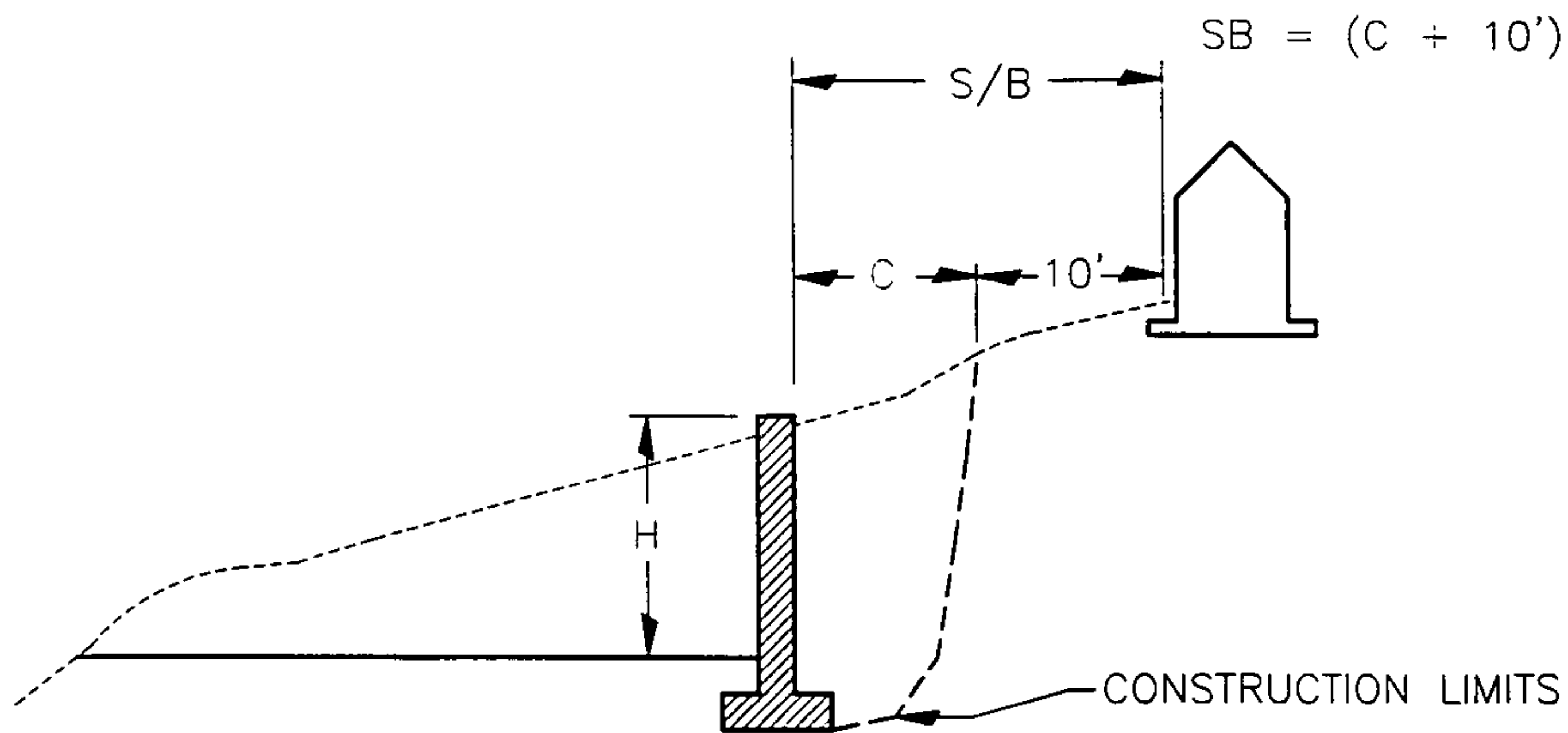


S	S/B
< 3:1	5'
3:1 to 1:1	10'
> 1:1	TREAT AS RETAINING WALL



NOTE: SETBACKS MAY BE INCREASED AS NECESSARY TO PROVIDE FOR SURCHARGES AND/OR TO PROTECT EXISTING STRUCTURES.

STRUCTURES



$$S/B = 4H/3$$

H = HEIGHT OF RETAINING WALL

STRUCTURES

Kits Amendment

6. USE. Lessee agrees to use the leased premises for the purpose of operating an outdoor dining area and for no other purpose or purposes including the sale or consumption of alcoholic beverages without the prior written consent of the Lessor. No alcoholic beverages may be served, sold, or consumed on the City's leased premises.

MOTION - KIT

2d?

does for lack of 2^d

FOR

AGAIN

OUTDOOR music: Such music shall

not be loud enough

to be plainly audible (lyrics, distinct beat)

from the ^{public} sidewalk

around the square gardens

MOTION:

Len Schapper

2d - (yes)

FOR

AGAIN

111

111

FAILED

1677

LEASE AS AMENDED

FOR

11111

AGAIN

- 1

Give
to Heather

\$1672

+ Kits Amendment +

Hog City Diner
Lease

3. **OPTION TO EXTEND.** Upon written application of the lessee to extend the terms of this lease within six months prior to its expiration for an additional five (5) years, the City Council shall decide whether it is in the best interests of the City of Fayetteville and its citizens to extend this lease under the same terms and conditions for an additional five years. Such extensions may occur for four additional five year extensions.

FAILED

Second? Randy Z.

FOR
1

AGAIN
1111

MOTION

Back to \$1

- Heather
- Stephen

111

1111

PASSED

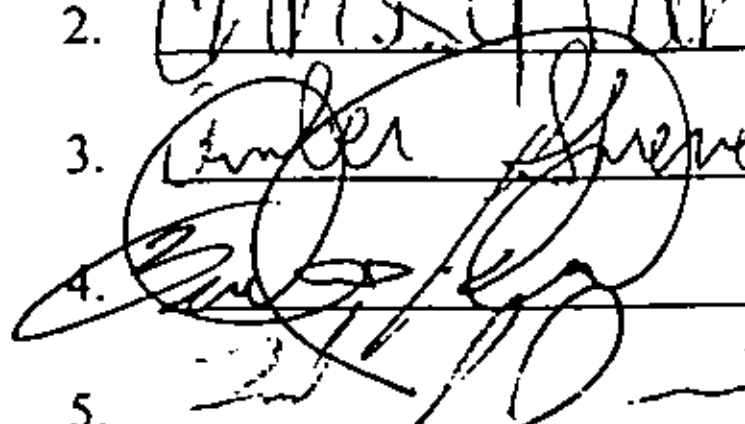
**WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
BY THE CITY OF FAYETTEVILLE.**

Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. <u>Cristal J Smith</u>	<u>1833 Briarcliff Fayette. 03</u>	<u>521-9000</u>
2. <u>Misty White Oetzel</u>	<u>758 Fowler Fville 01</u>	<u>521-9000</u>
3. <u>Alexa Rollins</u>	<u>1719 Glenbrook</u>	<u>521-2288</u>
4. <u>Lellie Rollins</u>	<u>1719 Glenbrook</u>	<u>521-2288</u>
5. <u>PS100 Killian</u>	<u>P.O. BOX 186</u>	<u>587-0532</u>
6. <u>Katina Gilkey</u>	<u>700 Anna Pl. #8 Fay. 01</u>	<u>444-7311</u>
7. <u>Janice Rush</u>	<u>1659 Anderson Fay</u>	<u>444-9061</u>
8. <u>Stephanie Neil</u>	<u>2336 Kantz Cove Fay</u>	<u>582-1850</u>
9. <u>Regard Wilson</u>	<u>2042 Bay Ave</u>	<u>957-1414</u>
10. <u>Ashley Brown</u>	<u>419 N. Washington</u>	<u>575-0506</u>
11. <u>S. Ann Aubrey</u>	<u>195 N. Summit</u>	<u>575-9600</u>
12. <u>Linda McLeod</u>	<u>201 W. Louise</u>	<u>502-3412</u>
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____
16. _____	_____	_____
17. _____	_____	_____
18. _____	_____	_____
20. _____	_____	_____

**WE THE UNDERSIGNING CITIZENS OF
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Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. Craig M. Hale	104 E. SYCAMORE	527 6482
2. MISSY PARKS	418 JULIA ST. Fay.	581 0231
3. Amber Shreve	6211 Sellers Road Farmington	
4.  DERWIN II	221. N. CHURCH	72701 443 2030
5. 	13125 E. DEVILS DEN RD ^{WINSLOW}	634 3603
6. Michelle McCullum	4080 Johnell Dr #3 Fayette	72703 582-4367
7. Shirley Stevens	3602 Macarthur Dr	501 7826254
8. Cheryl Parsons	223 N. Church #5	442 9444
9. Chris Parsons	223 N. Church #5	442 9447
10. Susan Holbrook	130 E. Rock St	443-0031
11. Lynelle Britt	3865 Gardenia Dr.	582-1184
12. 	223 N Church #4	442-3443
13. Nicole Williams	601 A. Ashland	273-6058
14. Sherry Sherry Houdy	4049 Wooded Hollow	442-2356
15. Angeline Blackwell	322 Combs	521-2361
16. Taylor Housley	4049 Wooded Hollow	582-4687
17. _____	_____	_____
18. _____	_____	_____
20. _____	_____	_____

**WE THE UNDERSIGNING CITIZENS OF
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Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. <u>Ann Paschal</u>	<u>3361 City Lake Rd.</u>	<u>444-0305</u>
2. <u>Betty Shewalter</u>	<u>605 W. ^{Fay. AR.} Dickson</u>	<u>442-9091</u>
3. <u>Millon Dwy</u>	<u>101 N. Locust 72701</u>	<u>521-5080</u>
4. <u>Paul Roth</u>	<u>P.O. 1971 72702</u>	<u>521 6371</u>
5. <u>Paul Zebert</u>	<u>103 S. Dewart / 72701</u>	<u>521 9384</u>
6. <u>Andy Burns</u>	<u>"</u>	<u>"</u>
7. <u>Ann Prassel</u>	<u>1613 Rockwood Tr.</u>	<u>521 0897</u>
8. <u>Amanda Johnson</u>	<u>2307 Kante Cove</u>	<u>444-0095</u>
9. <u>Joyce Feldman</u>	<u>16 N. Sam</u>	<u>521 4521</u>
10. <u>Andrew Kilgore</u>	<u>527 Block St.</u>	<u>575 0848</u>
11. <u>Marilyn Cochran</u>	<u>1331 Edgely</u>	<u>443-4057</u>
12. <u>Sharon Young</u>	<u>3091 McCombs Rd</u>	<u>521-2804</u>
13. <u>Robert Young</u>	<u>3091 Mt. Comfort</u>	<u>521-2804</u>
14. <u>Ann R. Craft</u>	<u>1976 Greenwood Dr</u>	<u>444-7561</u>
15. <u>Mary Bassett</u>	<u>16805 Rivercrest, Fay.</u>	<u>444-0576</u>
16. <u>Holly Fussell</u>	<u>2468 Primrose Lane</u>	<u>973-4977</u>
17. <u>Mary Fussell</u>	<u>2468 Primrose Ln. Fay</u>	<u>973 4977</u>
18. <u>Pat Filly</u>	<u>10 W. Parrot</u>	<u>575-3601</u>
20. <u>E. G. Smith</u>	<u>1557 Brindley</u>	<u>575-3805</u>

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Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. Laura Spurdin	3076 N. Surrain Hill	521-1569
2. Audley Hill	2785 Stagcoach	521-5229
3. Jani James	700 Anna Place	525-9081
4. Sherry Mackey	1135 Paradise Ln	582 3264
5. Margaret Thomas	326 Fairway	442-4197
6. Mike Loney	FOX TRENCH #1	957 7029
7. Irene Frentz	2131 Loren Circle	587-8480
8. J. McTurkell	"	"
9. Kendra Schrag	710 Ray St, 72703	521 4054
10. Charlotte	202 Elk St 72701	587-0513
11. Lynn Rogers	2468 N. CROSSOVER 72703	571-1077
12. R. Jacobs	5 E. MA.	521-3931
13. David G. W.	2404 E. Sycamore	521-1460
14. Stephen Estes	3601 Weir Rd	521-5887
15. Allen Miller	3601 Weir Rd	521-5887
16. Kyle C. Smith	225 Craig St	539 3143
17. V. B. Dunn	311 W. Spring	443-9783
18. Jack Dunn	311 W Spring	443 9783
20. John Ewell	4100 W Appleby #48	521-7379

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Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. <u>Cory Emerson</u>	<u>634 Whitham</u>	<u>587-0175</u>
2. <u>Robert Thomas</u>	<u>634 Whitham Ave</u>	<u>587-0175</u>
3. <u>Ellen A. Ferguson</u>	<u>477 N. Gregg #2</u>	<u>571 2213</u>
4. <u>Aune M. Feters</u>	<u>1140 Waverly</u>	<u>442-4731</u>
5. <u>Helene Stockell</u>	<u>2295 Creekside</u>	<u>521-1689</u>
6. <u>Paul J. Mustad</u>	<u>456 OLIVER AVE</u>	<u>521 5638</u>
7. <u>Joan Mustad</u>	<u>456 Oliver Ave</u>	<u>521 5638</u>
8. <u>Guthrie Beachart</u>	<u>1010 Park</u>	<u>442-2066</u>
9. <u>Ch. Mynderfer</u>	<u>2332 Hatfield</u>	<u>442-3758</u>
10. <u>L.R. Kramer</u>	<u>3251 Charing</u>	<u>442-3251</u>
11. <u>Carolyn D. Anderson</u>	<u>631 Skeeton St.</u>	<u>521 0479</u>
12. <u>Carolyn K. Lennox</u>	<u>95 S. Duncan Ave.</u>	<u>521-1851</u>
13. <u>David L. Lennox</u>	<u>95 S. Duncan Ave.</u>	<u>521-1851</u>
14. <u>Cheri Olmstead</u>	<u>326 N. Fletcher</u>	<u>443-3651</u>
15. <u>Cathy Ross</u>	<u>1793 Applebury Pl</u>	<u>403-4370</u>
16. <u>Don B. Ross</u>	<u>584 Rock Cliff Rd.</u>	<u>521-6319</u>
17. <u>Joan Bennett</u>	<u>584 Rock Cliff Rd.</u>	<u>521-6319</u>
18. <u>Paul Ross</u>	<u>3223 Waverly</u>	<u>444-9677</u>
19. <u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
20. <u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>

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Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. <u>Cary Araya</u>	<u>16 W. Maple</u>	<u>521-5185</u>
2. <u>Frank Gonzalez</u>	<u>66C #D N. Garland</u>	<u>444-0387</u>
3. <u>Joe Little</u>	<u>Box 3751</u>	<u>409-6121</u>
4. <u>STEPHEN ZISNER</u>	<u>522 S WOOD</u>	<u>442-5900</u>
5. <u>Sarahbeth Matson</u>	<u>620 N. Oakland</u>	<u>444 9909</u>
6. <u>Shane DICK</u>	<u>1015 Whitman</u>	<u>582 5802</u>
7. <u>Nancy Wheeler</u>	<u>1023 East Skyline</u>	<u>442 2263</u>
8. <u>Richard C. Covey</u>	<u>1023 E. SKYLINE</u>	<u>442 2263</u>
9. <u>Geoffrey Oelsson</u>	<u>1451 Canterbury Rd</u>	<u>521 2395</u>
10. <u>Anthony DeLiza</u>	<u>635 N. Whitman</u>	<u>571 2218</u>
11. <u>ANITA ZISNER</u>	<u>2078 Sutton St.</u>	<u>442 8705</u>
12. <u>Paul RAGAN</u>	<u>533 E. MAPLE</u>	<u>521-9203</u>
13. <u>David Vail</u>	<u>843 N. OLIVE</u>	<u>587 1982</u>
14. <u>Keith Junkins</u>	<u>641 1/2 W 6</u>	<u>442 7952</u>
15. <u>Y. G. Hall</u>	<u>21 E. Spring St.</u>	<u>443 7594</u>
16. <u>Eric Harts</u>	<u>15 N. Locust #8</u>	<u>582 0791</u>
17. <u>Megan Barta</u>	<u>1175 W. LERON ROAD DR #214</u>	<u>973 0016</u>
18. <u>Leslie Cingman</u>	<u>48 N. Olive Ave</u>	<u>521-0991</u>
20. <u>Laura Perry</u>	<u>641 1/2 W 6</u>	<u>521-5959</u>
21. <u>Emily Romund</u>	<u>441 1/2 W. 6th St Apt F. Fayette, AR-01</u>	<u>521-5959</u>
22. <u>Peenl Zebert</u>	<u>103 S. Duncan Apt. 1</u>	<u>7270 582-9394</u>
23. <u>Edna K. Hall</u>	<u>12 ARSCEMUND S 22201</u>	<u>521-9423</u>
24. <u>Barbara Kahrn</u>	<u>105 N Willow 72701</u>	<u>521-8004</u>

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Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. <u>Yvonne Yarnelle</u>	<u>902 7th St, Fayetteville</u>	<u>750-2020</u>
2. <u>Richard Shewmaker</u>	<u>605 W. Oaklawn</u>	<u>442-9094</u>
3. <u>Burtan A. Johnson</u>	<u>1599 Webb Rd</u>	<u>521-6925</u>
4. <u>Willie P. Scott</u>	<u>1146 N. Washington Ave</u>	<u>582-9165</u>
5. <u>D. S. Fay</u>	<u>1540 Boxley Ave</u>	<u>582-5732</u>
6. <u>Lodene Duffelbaugh</u>	<u>325 Trenton</u>	<u>443-5272</u>
7. <u>James H. Hunt - Sr.</u>	<u>3758 Cus. Hollow Rd</u>	<u>521-9024</u>
8. <u>Monzer Hossain</u>	<u>2100 N. Leavitt #131</u>	<u>521-1111</u>
9. <u>Cate Allen</u>	<u>2227 Country Way</u>	<u>443-5073</u>
10. <u>Bill Allen</u>	<u>2227 Country Way</u>	<u>443-5073</u>
11. <u>Gandy Rogers</u>	<u>350 Radston</u>	<u>442-5961</u>
12. <u>John G. Galt</u>	<u>4432 Sandingham Fay</u>	<u>521-6576</u>
13. <u>Phyllis Galt</u>	<u>4432 Sandingham Fay</u>	<u>521-6576</u>
14. <u>Paula Galt</u>	<u>2203 S. 43rd S. Fayetteville</u>	<u>757-1912</u>
15. <u>Angela Hays</u>	<u>(Same)</u>	
16. <u>Michigan Hedron-Cox</u>	<u>740 Broadview Dr.</u>	<u>521-1029</u>
17. <u>Michael Cox</u>	<u>740 Broadview</u>	<u>521-1029</u>
18. <u>Samy Sherin</u>	<u>1529 Des Moines</u>	<u>521-5436</u>
20. <u>Melissa Harwood Bon</u>	<u>3926 E. Fox Hunt Rd</u>	<u>443-2336</u>

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Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. <u>Kathryn J. Martin</u>	<u>1434 Rolling Hill</u>	<u>443-0419</u>
2. <u>Gene Stone</u>	<u>817 Highland Fay.</u>	<u>521-4607</u>
3. <u>Nathan Almar</u>	<u>1156 B Van Soren</u>	<u>780-2665</u>
4. <u>Katherine Dillman</u>	<u>" "</u>	<u>" "</u>
5. <u>J. Pendley</u>	<u>1942 Overcrest Fay</u>	<u>443-4640</u>
6. <u>Mary Pendley</u>	<u>" "</u>	<u>" "</u>
7. <u>Terro Parker</u>	<u>41 Forsythia Fay</u>	<u>571-0832</u>
8. <u>Pamela Gellert</u>	<u>1030 W. Rochier #11 Fay AR</u>	
9. <u>B. Gellert</u>	<u>1030 Rochier #21 Fay AR</u>	<u>575-6597</u>
10. <u>Ravin Gera</u>	<u>1900 N. 6th St</u>	<u>575-0106</u>
11. <u>C. Lynn Combs</u>	<u>3560 Sassafras</u>	<u>521-3613</u>
12. <u>Fred A. Jones</u>	<u>3410 Finger Rd</u>	<u>521-5030</u>
13. <u>Coralie Koonce</u>	<u>101 W. 5th</u>	<u>582-4452</u>
14. <u>Shirley Carlisle Rott</u>	<u>941 Crest</u>	<u>442-3652</u>
15. <u>Betsy Dull</u>	<u>2379 Fox Trail</u>	<u>521-8141</u>
16. <u>Laurie Schacherbauer</u>	<u>2620 N. Habborton Ave</u>	<u>575-0732</u>
17. <u>Lyn Blair</u>	<u>6538 Tall Oaks Loop S</u>	<u>72762 361-2553</u>
18. <u>Landy Kelly</u>	<u>1655 W. Markham Fay</u>	<u>443-9889</u>
20. <u>[Signature]</u>	<u>1507 Rolling H. Fay</u>	<u>443-4634</u>

**WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
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Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. Emily Bagby	2135 Loren Circle	442-4574
2. Sonja Bennett	2060 Juneway	442-0170
3. Marybeth Thari - Blackwell	357 N. Washington	582-5634
4. Paige Mahoney	2498 Jane Circle Fay	444-9676
5. Ron Hunter	120 Skyline, Fay.	521-7106
6. James G. Goff	435 Lenson #102 Fay	582-3475
7. Sheila H. Hammett	625 Crest Dr. Jay	442-0316
8. Nancy Jordan	2047 Baka Fay	582-0240
9. Elaine Williams	2252 Sheridan Fay	443-1582
10. Fred Glass	513 Olive Ave Fay	444-0850
11. Barbara Sandwick	3933 Parkside #12 Fay	444-7986
12. Fred Stowork	3933 PARKSIDE #12 FAY	444-7986
13. Surita Kavin	1900, N Garland Ave #34, FAY	575-0308
14. Gary Under	218 E. DICKSON #1 FAY	443-4057
15. AH OK Lim	1782 Rockwood Tr.	444-8632
16. Kathy Stafford	908 Eva St	521-4305
17. Max Glenn	908 Eva St	521-4303
18. [Signature]	848 Stoner	521-8787
20. Dina Johnson	11425 Long-Tailed	643-2862

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Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. Greg Herman	216 W. Spring St.	521-9289
2. Jeffery Hess	432 E. DICKSON	521-8447
3. James Brady	265 Rebecca St	442-0812
4. K. MacNaughton	218 E. DICKSON	587-1341
5. Cathy Whitney	PO Box ^(617 Rogers) 357, Fay.	442-6324
6. J. M. McCondon	206 Adams	973-0256
7. Eric Peterson	900 DOUGLAS	973-9639
8. Sheri Kinaman	168 Hill Street	967-5110
9. Joseph Sekizinski	1333 Edgemoor Dr.	442-9105
10. Jim Kiefer	114 1/2 Olive, Fayetteville, Ark.	587-1243
11. John Cramer	2535 Blackberry Ln. Fayetteville	527-9902
12. Sherry Ann Wilcox	581 Vinson Ave. Fayetteville	521-4526
13. Doug A. Behrend	581 Vinson Fay 72701	521-4526
14. John Kuy	1813 Briarcliff Fay 72701	443-3674
15. Harry Starn	West Fork 72774	
16. Kim McDaniel	1330 Edgemoor drive Fayetteville	444-9587
17. Melissa McDaniel	1330 Edgemoor, Fayetteville (Os)	444-9587
18. Teresa Storaugh	1633 Cartwright Springdale	
20. Connie Cramer	850 Eastwood ^{AR 72701} Fay.	521-2553

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Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. T. Sekiguchi	1333, Edgehill Dr.	442-9155
2. Kim Smith	909 Hall	521-4208
3. Brittany Segal	214 S. Church	443-0046
4. [Signature]	1902 PARKSHIRE DR. #9	587-1510
5. Susan Mims	12795 Fort Rd., W. Fort, AR	839-2892
6. [Signature]	12795 Fort Rd W. Fort AR	839-2893
7. WALLY MATTHEWS	754 W TAYLOR FAY	587-0569
8. Tracie Slattery	16053 Chocolate Flats, Fay	643-2696
9. Gynelle Cook	310 E. 12th Place	443-2657
10. Vanessa Cook	310 E. 12th place	443-2657
11. Kaye Frison	342 Combs St.	521-3818
12. Jane Ross	139 E. Baxter St.	NO #
13. David Stobach	1633 Cartwright Cir	
14. Phil McShee	2408 Jorgin Ct	521-8260
15.		
16.		
17.		
18.		
20.		

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Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. Susan Berkey	485 Union Ave	443-9461
2. Daniel K. Kelly	195 W. Lafayette	582 2382
3. Blaine Risk	489 Illa St. Fayette	443 6572
4. CATHERINE WALLACK	216 W. SPRING ST. FAY	521 9209
5. Anna B. B. B.	218 E. Dickson	587-1341
6. M. B. B. B.	2922 Sunny	582 9072
7. Mamee B. B.	2922 Sunny Ln	582-9072
8. Scott A. B. B.	214 E. CLARK	443 2130
9. Arthur D. B. B.	900 Douglas, Fayetteville	473 9639
10. Don B. B.	2 Mt. Hope Fayette	913 0889
11. Ray B. B.	1102 Main, Humboldt	6738-1405
12. Cl. B. B.	274 Y. B. B. FAYETTEVILLE AR	582 1430
13. Amy Featherston	214 W. Meadow Fayette, AR	582 1430
14. DAN MARTIN	173 S. Hill Ave. Fayette, AR	443-0402
15. Becca Martin	173 S. Hill Fayetteville	443-0402
16. Susan Crowell	335 Baxterville	521 6247
17. KAYE BASKERVILLE	1833 Applebury Dr., Fayette	521-9201
18. Lynn Pliny	501 S. College Fayette	521-8850
20. L. B. B.	P.O. Box 1865 Fayette	521-0769

Sutton Street Walk-by Historic Park Petition

	Name	Address	Yes	No
1.	Rosa Edwards	133 Conner	X	
2.	Pandace Marie	148 E. Spring	X	
3.	Roger Henry	148 E. Spring	X	
4.	Alline Fulton	230 Conner	X	
5.	EDEN PRICE	221 E. CONNER ST.	X	
6.	Man G. Reil	221 E. Conner St.	X	
7.	Nancy Edelman	225 Conner St	X	
8.	Lorraine Thomas	225 Conner St	X	
9.	John B. Brecht	260 Conner St	X	
10.	de Blumhoff	308 E. Spring St	X	
11.	Christy Taylor	210 E. Spring St.	X	
12.	S/L	210 E. Spring St	X	
13.	Sarah Smith	210 E. Spring St.	X	
14.	AMMEN JORDAN	280 ILA	X	
15.	William Brown	203 E. Spring St	X	
16.	Carie M. Sivka	203 E. Spring St	X	
17.	Healy Kunkle	205 E. Spring St.	X	
18.	Ching W. Kunkle	205 E. SPRING ST	X	
20.	MARINA GILLES	201 E. SPRING ST	X	
21.	Michael Krons	201 E. Spring St.	X	
22.	Roberta Billingsley	1420 Windsor	X	
23.	Cary Arago	16 W. Maple	X	

Sutton Street Walk-by Historic Park Petition

Name	Address	Yes	No
1. <u>Oprie Koepe</u>	<u>305 N. Washington</u>	<u>✓</u>	<u> </u>
2. <u>Dick Smith</u>	<u>326 N. Washington Ave</u>	<u>✓</u>	<u> </u>
3. <u>Cindy Long</u>	<u>329 N Washington</u>	<u>✓</u>	<u> </u>
4. <u>Bob Long</u>	<u>329 N. Washington</u>	<u>✓</u>	<u> </u>
5. <u>Robert P. Paine</u>	<u>322 N. WASH</u>	<u>✓</u>	<u> </u>
6. <u>Mary P. Paine</u>	<u>322 N. Wash</u>	<u>✓</u>	<u> </u>
7. <u>Jennifer Maynard</u>	<u>315 N. Wash</u>	<u>✓</u>	<u> </u>
8. <u>Philip M. Maynard</u>	<u>315 N. Wash</u>	<u> </u>	<u> </u>
9. <u>Karen Leary</u>	<u>210 E. Jackson</u>	<u>✓</u>	<u> </u>
10. <u>Betty Lewis</u>	<u>327 N WASHINGTON</u>	<u>✓</u>	<u> </u>
11. <u>Frank Lewis</u>	<u>327 N WASHINGTON</u>	<u>✓</u>	<u> </u>
12. <u>David Daniel</u>	<u>416 N Washington</u>	<u>✓</u>	<u> </u>
13. <u>Sarah Lewis</u>	<u>435 N. Washington</u>	<u>✓</u>	<u> </u>
14. <u>Henry G. Hunt</u>	<u>432 N. WASHINGTON</u>	<u>✓</u>	<u> </u>
15. <u>Mary Renee Hunt</u>	<u>432 N Washington</u>	<u>✓</u>	<u> </u>
16. <u>William S. Hammett</u>	<u>220 E. Lafayette</u>	<u>✓</u>	<u> </u>
17. <u>William S. Hammett</u>	<u>220 E Lafayette</u>	<u>✓</u>	<u> </u>
18. <u>Jane Martin</u>	<u>348 N Washington</u>	<u>✓</u>	<u> </u>
20. <u>John A. Mathis</u>	<u>348 N. Washington</u>	<u>✓</u>	<u> </u>
21. <u>Missy Harris</u>	<u>310 N. Washington</u>	<u>✓</u>	<u> </u>
22. <u>Joan Smith</u>	<u>326 N. Washington</u>	<u>✓</u>	<u> </u>
23. <u> </u>	<u> </u>	<u> </u>	<u> </u>

Sutton Street Walk-by Historic Park Petition

Name	Address	Yes	No
1. <u>Richard R. Williams</u>	<u>601 N. Willow</u>	✓	
2. <u>Chas. Williams</u>	<u>511 N. Willow</u>	✓	
3. <u>Andrew McQuire</u>	<u>511 N. Walnut</u>	✓	
4. <u>DAVID CLARK</u>	<u>10169 S. Moxley Bear</u>	✓	
5. <u>Delma De La Fuente</u>	<u>322 E. Lafayette</u>	✓	
6. <u>Reuben McDaniel</u>	<u>" " "</u>	✓	
7. <u>Sam Gussler</u>	<u>318 E. Lafayette</u>	✓	
8. <u>Brad Gussler</u>	<u>318 E. Lafayette</u>	✓	
9. <u>Gene D. Guadalupe</u>	<u>312 E. Lafayette</u>	✓	
10. <u>Virginia Bellot</u>	<u>310 E. Lafayette</u>	Indecided	✓ probably a
11. <u>Monte Alter</u>	<u>424 Willow</u>	✓	
12. <u>Faye Alter</u>	<u>424 Willow</u>	✓	
13. <u>Eileen Morrison</u>	<u>432 N. Willow</u>	✓	
14. <u>Tom & Margaret Lusi</u>	<u>504 N. Willow</u>	✓	
15. <u>Mary Ellen Hill</u>	<u>506 N. Willow</u>	✓	
16. <u>Guend O'Krahlk</u>	<u>514 N. Willow</u>	✓	
17. <u>Robert J. Coyle</u>	<u>514 N. Willow</u>	✓	
18. <u>Mary Lynn Dr. Kennedy</u>	<u>520 N. Willow</u>	✓	
20. <u>Harriet Baroud</u>	<u>528 N. Willow</u>	✓	
21. <u>Edith Sutton</u>	<u>618 N. Willow</u>	✓	
22. <u>Kobyn Cantelley</u>	<u>613 N. Willow</u>	✓	
23. <u>Betty M. Lytle</u>	<u>603 N. WALK</u>	✓	

Big Spring - Mrs. Morrison
1926/18
no one at 420 Willow

Sutton Street Walk-by Historic Park Petition

Name	Address	Yes	No
1. <u>John W. Wren</u>	<u>404 E. Dickson</u>	☒	☐
2. <u>Charles Alexander</u>	<u>231 E. Pickens St</u>	☒	☐
3. <u>David Seward</u>	<u>225 E. Lafayette Park</u>	☒	☐
4. <u>Lisa G. Gekko</u>	<u>318 E. Dickson St</u>	☒	☐
5. <u>Megan McWolp</u>	<u>432 E. Dickson</u>	☒	☐
6. <u>John</u>	<u>432 E. Dickson, Fay</u>	☒	☐
7. <u>David Seward</u>	<u>225 E. Lafayette Park</u>	☒	☐
8. <u>Steven Seward</u>	<u>225 E. Lafayette Park</u>	☒	☐
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
16. _____	_____	_____	_____
17. _____	_____	_____	_____
18. _____	_____	_____	_____
20. _____	_____	_____	_____
21. _____	_____	_____	_____
22. _____	_____	_____	_____
23. _____	_____	_____	_____

Sutton Street Walk-by Historic Park Petition

Name	Address	Yes	No
1. <i>Lennie Alexander</i>	<i>231 E. Dickson St.</i>	☒	☐
2. <i>Courtney Robinson</i>	<i>304 N. Willow A</i>	☒	☐
3. <i>Mary Charetan</i>	<i>306 N. Willow</i>	☒	☐
4. <i>J. Shwood Chanton</i>	<i>306 N. Willow</i>	☒	☐
5. <i>Cliff Chanton</i>	<i>306 N. Willow</i>	☒	☐
6. <i>Audra Lincoln</i>	<i>308 N. Willow Apt B</i>	☒	☐
7. <i>David L. Jones</i>	<i>315 Sutton St</i>	☐	☒
8. <i>Al L. Jones</i>	<i>315 Sutton St</i>	☐	☒
9. <i>Al L. Jones</i>	<i>312 N. Willow</i>	☐	☒
10. <i>Ed J. Bur</i>	<i>315 Sutton</i>	☐	☒
11. <i>Christy Jones</i>	<i>317 Sutton</i>	☐	☒
12. <i>Myra Stevens</i>	<i>429 Sutton</i>	☒	☐
13. <i>Joan Stevens</i>	<i>429 Sutton</i>	☒	☐
14. <i>Patricia Michael</i>	<i>429 Sutton #B</i>	☒	☐
15. <i>Kath Runnels</i>	<i>308 N. Olive</i>	☒	☐
16. <i>Joe Harpberry</i>	<i>310-9 N. Olive</i>	☒	☐
17. <i>James H. Love</i>	<i>310 N. Olive #1</i>	☒	☐
18. <i>David W. Fickett</i>	<i>313 N. Olive</i>	☒	☐
20. <i>Bucky Petty</i>	<i>313 N. Olive</i>	☒	☐
21. <i>Mary L. Daniels</i>	<i>303 N. Olive</i>	☒	☐
22. <i>Edgar Trever</i>	<i>432 E. Dickson</i>	☒	☐
23. <i>Steve Melton</i>	<i>401 E. Dickson St</i>	☒	☐

Sutton Street Walk-by Historic Park Petition

Name	Address	Yes	No
1. Claudette Hennicutt	520 N. Washington	✓	
2. Don Hennicutt	520 N. Washington	✓	
3. Bonnie Davis	128 Davidson	✓	
4. Margaret E. Thomas	326 Fairway Lane	✓	
5. Kathy Bell	1143 Rodgers	✓	
6. Anne C Thomas	525 N Washington	✓	
7. Mary Anne Rully	2874 N. McClurg	✓	
8. Christine Belk	311 E. Prospect	✓	
9. Jennifer Brown	236 Fletcher	✓	
10. Bitti Miller	4084 Valerie Dr.	✓	
11. Malin	611 Oliver	✓	
12. Bob M. Kelly	524 N. Sycamore	X	
13. Rebecca Hansen	611 Oliver	X	
14. Linda P. Kelly	524 N. Sequoia Dr.	X	
15. Lonnie McAllister	204 E Davidson	✓	
16. Scott Hunsford	513 N Washington	✓	
17. Claudette Hunsford	513 N Washington	✓	
18. Don Reis	530 N WASHINGTON	✓	
20. Kathy Reis	530 N. Washington	✓	
21. Don Reis	2107 N KANTZ LAKE	X	
22. Diane Boyd	206 E Davidson	✓	
23. Jim Boyd	206 E Davidson	✓	
24. Deland Masfield	533 N. Willow	✓	
25. Chris Huggard	523 N. Willow	✓	
26. Scot Gartner	444 N. Willow	✓	
27. Martin Tuller	444 N. Willow	✓	

Block surrounding park - rewritten

Sutton Street Walk-by Historic Park Petition

Name	Address	Yes	No
1. <u>Ellian Wright</u>	<u>346 Walnut Ave</u>	<u>X</u>	<u>(red cross info.)</u>
2. <u>Wanda Thomas</u>	<u>403 E. Lafayette</u>	<u>undecided</u>	
3. <u>John Burrows</u>	<u>E. Lafayette</u>	<u>X</u>	
4. <u>Anita Scism</u>	<u>"</u>		<u>X</u>
5. <u>Kelley O'Callaghan</u>	<u>425 E. Lafayette</u>	<u>X</u>	
6. <u>Ted Swedenburg</u>		<u>X</u>	
7. <u>Dr. Hickey</u>	<u>Olive</u>	<u>X</u>	
8. <u>Corrinne & Rick Briggs</u>	<u>Lafayette</u>	<u>undecided</u>	
9. <u>Bob & Dee Dee Lamb</u>	<u>350 Olive</u>	<u>X</u>	
10.			
11. <u>Donald Hays</u>	<u>Olive & Sutton</u>	<u>X</u>	
12. <u>Patty</u>		<u>X</u>	
13. <u>Keatings</u>			<u>X</u>
14. <u>Angela Stevens</u>	<u>429 Sutton</u>	<u>X</u>	
15. <u>Joi</u>		<u>X</u>	
16.			
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Sutton Street Walk-by Historic Park Petition

Name	Address	Yes	No
1. Susan Davis	449 Rebecca	yes	
2. Monta Liburnez			no
3. M. Allison Brothers		✓	no
4. D. A. [unclear]		✓	
5. Robert [unclear]	424 E. Olive	yes	
6. [unclear]	424 N. Olive	✓	
7. 777 [unclear]	421 No. Olive		✓
8. Rick McClarrison	421 No. Olive		✓
9. Shannon R. Stokes	424 N. Walnut		✓
10. Eric Paul Mills	" "		✓
11. J. Moore	" "		✓
12. Roger Larrison	625 E. Lighton Trail	✓	
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Sutton Street Walk-by Historic Park Petition

Name	Address	Yes	No
1. Robert Brown	315 Fletcher	✓	
2. James E. Leely	309 Fletcher	✓	
3. Walter E. Kelly	301 Fletcher	✓	
4. Nancy Williams	333 Fletcher	✓	
5. Ernie C. Cress, Pitchman	337 N. Gress Ave	✓	
6. Daniel C. Guy	337 N. Gress Ave	✓	
7. Tom C. Kelly	6355 Huntsville Rd	✓	
8. James E. Leavenworth	333 FLETCHER AV	✓	
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
16. _____	_____	_____	_____
17. _____	_____	_____	_____
18. _____	_____	_____	_____
20. _____	_____	_____	_____
21. _____	_____	_____	_____
22. _____	_____	_____	_____
23. _____	_____	_____	_____

Sutton Street Walk-by Historic Park Petition

Name	Address	Yes	No
1. Margaret Sabari	312 E Maple	✓	
2. David Cappel	520 N. Walnut	✓	
3. Cynthia Pever	514 N. Mission	✓	
4. Michael Pever	514 N. Walnut	✓	
5. AMUL JOHN	508 Johnson	✓	
6. Elizabeth Woods	508 Johnson	✓	
7. Elizabeth Woods	419 N. Walnut Ave	✓	
8. Dan Thompson	406 GUNTER Ave	✓	
9. Harriet H. Jansma	900 Lighton Trail	✓	
10. Ernie Jansma	900 Lighton Trl.	✓	
11. Patty Thompson	507 N. WALNUT	✓	
12.			
13.			
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Sutton Street Walk-by Historic Park Petition

Name	Address	Yes	No
1. <u>Louise Riley</u>	<u>525 N. Olive</u>	<u>X</u>	<u> </u>
2. <u>Susan Fentle Regan</u>	<u>1108 N. Washington</u>	<u>X</u>	<u> </u>
3. <u>Susan Swink</u>	<u>411 Hunter</u>	<u>X</u>	<u> </u>
4. <u>W. Brooks Smith</u>	<u>411 Gunter</u>	<u>X</u>	<u> </u>
5. <u>Heath Notand</u>	<u>610 N. Walnut</u>	<u>X</u>	<u> </u>
6. <u>J. Turkman</u>	<u>607 N. Olive St.</u>	<u>X</u>	<u> </u>
7. <u>Barbara Schraier</u>	<u>521 N. Olive Ave</u>	<u>X</u>	<u> </u>
8. <u>Joe Hahn</u>	<u>521 N. OLIVE AVE</u>	<u>X</u>	<u> </u>
9. <u>Kathleen Randall</u>	<u>414 E. Maple</u>	<u>X</u>	<u> </u>
10. <u>Charles R. Jeff</u>	<u>415 Gunter</u>	<u>X</u>	<u> </u>
11. <u>Carol Meadows</u>	<u>410 E Maple</u>	<u>X</u>	<u> </u>
12. <u>Cynthia Smith Nix</u>	<u>406 E Maple</u>	<u>X</u>	<u> </u>
13. <u>Tony R. L.</u>	<u>406 E Maple</u>	<u>X</u>	<u> </u>
14. <u>Walter T.</u>	<u>510 N. Walnut</u>	<u>X</u>	<u> </u>
15. <u> </u>	<u> </u>	<u> </u>	<u> </u>
16. <u> </u>	<u> </u>	<u> </u>	<u> </u>
17. <u> </u>	<u> </u>	<u> </u>	<u> </u>
18. <u> </u>	<u> </u>	<u> </u>	<u> </u>
20. <u> </u>	<u> </u>	<u> </u>	<u> </u>
21. <u> </u>	<u> </u>	<u> </u>	<u> </u>
22. <u> </u>	<u> </u>	<u> </u>	<u> </u>
23. <u> </u>	<u> </u>	<u> </u>	<u> </u>

**WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
BY THE CITY OF FAYETTEVILLE.**

Sutton Street Walk-by Historic Park

	Name	Address	Phone #
1.	Nathan Milam	2112 Loren Cir	
2.	Chris Kibler	626 Whitman	414 4909
3.	Sam Smith	523 S. Washington	443-7806
4.	Jim Dravis	5000 Firer Rd	443-3932
5.	Sharon Elkins	204 Baxter Ln	442-3365
6.	Judi Singleton	836 Highland	442-7680
7.	James Alexander	1946 Fox Hunter	442-5307
8.	Judy Ross	14758 Aptica	521-6944
9.	Will Clark	920 Holly Apt B	444-6963
10.	Mike Hoff	220 S. 6th St	444-1973
11.	Noah Menard	1764 N. Leverett #227	443-1755
12.			
13.			
14.			
15.			
16.			
17.			
18.			
20.			

DANIEL KHAMINSKY

DAVID GARCIA

Chris Breeding
Jen Holt

Jim Bailey

Sharon Langford
Tabatha Carr

~~Chip King~~

PETER E. KING

SHANE ARMSTRONG

543 ASSEMBLY

PO BOX 202 FAYETTEVILLE

165 S. Hill Fayetteville AR

109 S Hill #A109

Box 874 72702

223 N Church

706 1/2 ~~W. Hill~~ St

Fayetteville AR 72701

1329 VAN DYKENTON FAY 72701 444 6067

PO BOX 119

FAYETTEVILLE 72702

521-8657

443-2011

521-3504

442-0095

521-3930

973-9292

582-1628

443-4092

**WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
BY THE CITY OF FAYETTEVILLE.**

Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. Josephine DeRoche	326 - Rollins Fayetteville	444-7527
2. Patty Brum	7120 White River Ridge, Fayetteville	442-4561
3. M.R. Brum	101 W. Mountain Side and Fayetteville	443-0200
4. Sgt. Melany Beason	15 N. West Ave. Fayetteville	442-9208

Name	Address	Phone #
1. Marcia Smith	1011 Missouri Way	444-6326
2. Sandra King	916 Dogwood Lane	582-3587
3. [Signature]	3741 N. Old Lane	324-4260
4. Jennifer Hudson	1409 Dawn Drive	442-2437
5. _____	_____	_____
1. [Signature]	_____	_____
1. Richard K. Stevens	1238 Stephens	442-3658
2. Susan Walker	1981 Greenview	521-6961
3. Linda Nygensen	PO BX 125 Winslow employed at Fayetteville Library	634-5393
4. Anne Prichard	3150 Pearl Lane, Fayetteville 72701	442-2439
5. Kendall Curlee	524 W. Prospect Fayetteville 72701	443-6477
non-resident but Mary employee Mary Koots	18361 Danaway Fayetteville 72701	521-1538
20. _____	_____	_____

New

**WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
BY THE CITY OF FAYETTEVILLE.**

Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. <u>Joan Campbell</u>	<u>1410 W. Rejoice</u>	<u>583 1660</u>
2. <u>Stewart Fulbright</u>	<u>2497 Blackberry</u>	<u>582-2377</u>
3. <u>Eugene Sargent</u>	<u>641 1/2 W 6th St Apt E</u>	<u>587 0704</u>
4. <u>Kate & S. Bonds</u>	<u>431 E. 6th St. Fayetteville</u>	<u>582 9454</u>
5. <u>Ed & Edna</u>	<u>14750 Candleglow F.Ville</u>	<u>521-5141</u>
6. <u>Robert Stone</u>	<u>424 N. Olive Fayetteville</u>	<u>442-7813</u>
7. <u>M. K. Deal</u>	<u>15375 Paschal Rd. Fayetteville, Ar.</u>	<u>527-6424</u>
8. <u>Carole Lane</u>	<u>424 N. Olive</u>	<u>442-7813</u>
9. <u>Flint Richter</u>	<u>101 N. Locust Fayetteville, AR</u>	<u>665 2980</u>
10. <u>Wendy Johnson</u>	<u>826 N. Highland ⁷²⁷⁰¹</u>	<u>---</u>
11. <u>Mimi Heinrichs</u>	<u>946 Mission Fayetteville ⁷²⁷⁰¹</u>	<u>442-6754</u>
12. <u>Wendy</u>	<u>706 Treadwell</u>	<u>442-6674</u>
13. <u>Katie Runnels</u>	<u>308 N. Olive</u>	<u>582-9233</u>
14. <u>Molly Longwith</u>	<u>15 W Prospect Ave</u>	<u>444-7635</u>
15. <u>Andrew Prince & Family</u>	<u>362 W Brook</u>	<u>443-0616</u>
16. <u>Robert & Wendy</u>	<u>13 N. Duncan</u>	<u>587-8550</u>
17. <u>Uretha Wilkins</u>	<u>2405 Bronze Tree</u>	<u>582-1342</u>
18. <u>Donna Chabatur</u>	<u>19061 Skordline Fayetteville</u>	<u>521-2034</u>
20. <u>Leanne Dean</u>	<u>102 S. University Fayetteville</u>	<u>444-6509</u>

**WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
BY THE CITY OF FAYETTEVILLE.**

Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. <u>Marty Newman</u>	<u>1038 Overcrest</u>	<u>442 7423</u>
2. <u>Flanice Heck Kurtz</u>	<u>1039 Overcrest Dr.</u>	<u>331-7786</u>
3. <u>William Edmund</u>	<u>64 1/2 W. 6th</u>	<u>521-4516</u>
4. <u>JB Smith</u>	<u>1009 E Rockwood Trail</u>	<u>443-2318</u>
5. <u>McMilan</u>	<u>"</u>	<u>"</u>
6. <u>Susan Bell</u>	<u>812 N. W. 1st</u>	<u>521-3416</u>
7. <u>Jerry H. Hare</u>	<u>120 N. Block # 1</u>	<u>444-0345</u>
8. <u>Warren Halsey</u>	<u>15 N. Locust # 9</u>	<u>582-4777</u>
9. <u>Wendy Jude</u>	<u>339 Rockwood Ave</u>	<u>587-8445</u>
10. <u>Jim de Noble</u>	<u>509 Forest Ave</u>	<u>571-1813</u>
11. <u>Terra Davidson</u>	<u>1215 Shady Lane</u>	<u>521-6901</u>
12. <u>^{PROU} Frank H. Hall</u>	<u>5402 Resonant St.</u>	<u>443-5659</u>
13. <u>Amita Patel</u>	<u>197 W. Lafayette</u>	<u>443-7029</u>
14. <u>James C. Cox</u>	<u>209 Lafayette St.</u>	<u>449-9163</u>
15. <u>SA Brown</u>	<u>970 West Berry Fayetteville</u>	<u>443-1603</u>
16. <u>Derek Pol</u>	<u>2865 Sunny Lane</u>	<u>444-4088</u>
17. <u>Lyndie Haver</u>	<u>733 N. West Fay</u>	<u>582-0695</u>
18. <u>M. Vonnahme</u>	<u>660 N. GARIAND, FAY</u>	<u>444-0387</u>
20. <u>Brook Lynes</u>	<u>624 Carolyn 72701</u>	<u>592-4340</u>

What we gave City Council

WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
BY THE CITY OF FAYETTEVILLE.

Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. Anne Dauth	5694 Michael Cole	443-5291
2. Beth Motherwell	2973 John Wayne Dr	582-6729
3. Jamie Hall	111 S. Duncan	521-2893
4. Gary L. Fast	419 W. Center	521-2615
5. John J. Murrill	16149 Brookhurst	575-2198
6. Mark W. Pitt	706 TREADWELL #5	443-6674
7. Cary Lane	614 Reagan St.	442-9204
8. Stephen Sparker	11184 W. Reed Valley Rd.	361-2151
9. Faye Alter	424 N. Willow Av	443-1314
10. Susan Kay	940 Sunset	521-3279
11. Monica Donley	200 BARTON	442-7472
12. Louise Kornsky	201 E Appleby	443-4386
13. Tammy Tryeich	2159 Loren Circle	575-0082
14. [Signature]	823 Morningside	442-7387
15. Anita Steed	248 S. LOCUST	587-1270
16. Martha Welles	811 AMY AVE	688-8881
17. Judi Rust	3650 Wilson Hollow Rd.	442-3067
18. HIRAM BRANDON	315 W. MOUNTAIN	444-0605
20. Elizabeth Volmer	409 E. Lafayette	973-9652

**WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
BY THE CITY OF FAYETTEVILLE.**

Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. Crystal J Smith	1833 Briarcliff Fayette. 03	521-9000
2. Misty White Oetzel	758 Fowler Fville 01	521-9000
3. Alexa Rollins	1719 Glenbrook	521-2288
4. Lellie Rollins	1719 Glenbrook	521-2288
5. PSIC Killian	P.O. Box 186	587-0532
6. Katina Gilkey	700 Anna Pl. #8 Fay. 01	444-7311
7. James Rush	1059 Anderson Fay	444-9061
8. Stephanie Neil	2336 Kantz Cove Fay	582-1850
9. Raymond W. W. W.	2042 3rd Ave	957-1414
10. Helen Brown	419 N. Main St. 755	575-0500
11. James M. W.	101 N. Main St.	575-1100
12. Louis A. McLeod	201 N. Main St.	582-3412

Name	Address	Phone #
1. James M. W.	2372 Markham Rd.	501-444-1973
2. Janet Coleman	830 N. Willow Ave	442-3582
3. Tracy B. Adler	555 Johnson St.	521-1544
4. James M. W. Steven C. Mitchell	1763 N. Broadway Ave	521-2661
5. Debbie Thaff	1110 N. Oak Dr.	442-2555
6. Sara Barber	706 1/2 Stone	443-4097
7.		

definitely for

**WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
BY THE CITY OF FAYETTEVILLE.**

Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. Andrea L. Hunt	1214 Shady Ln	521-9938
2. Jay Wilder	2761 North H	780-5256
3. Christa Neisen	40 N Crocker	521-3739
4. Cindi Cartwright	2341 Country Way	444-9224
5. Frances Memon	780 Van Dugh Foy	521-7836
6. Delinda Anco	3139 Tipton Way, Fay	521-8360
7. Mary Owen	11908 Ed Edwards Rd	521-1337
8. Betty Harrison	39th. Clark	521-4168
9. Karen Lloyd	19982 Hwy 303	789-2189
10. Megan Lloyd	19982 Hwy 303	789-2189
11. Jan Kousinski	1516 Fox Hunter	442-5307
12. Nancy Seward	225 E. Lafayette	443-9180

Name	Address	Phone #
1. Stan M. Smith	132 E. Spring	521-4506
2. Ann F. Fulton	740 Winthrop	521-2759
3. Michael Pever	514 N. Mission	443-2215
4. Mary Pever Hunt	432 N. Winthrop	521-5521
5. Beverly Hunt	432 N. WASHINGTON	521-5521
6. Lillian Hunt	511 N. Spring	443-2215
7.		

Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. <u>Craig M. Hale</u>	<u>104 E. SYCAMORE</u>	<u>527 6482</u>
2. <u>MISSY JARVIS</u>	<u>418 JULIA ST. Fay.</u>	<u>587 0231</u>
3. <u>Under Stone</u>	<u>211 Jefferson Road Farmington</u>	
4. <u>[Signature]</u>	<u>221. N. CHURCH 72701</u>	<u>443 2030</u>
5. <u>[Signature]</u>	<u>3125 E. DEVILS DEN RD</u>	<u>511 3503</u>
6. <u>Michelle L. McCall</u>	<u>4000 J. McCall #3 Falls</u>	<u>777.3 582-4367</u>
7. <u>Heidi Stevens</u>	<u>3602 MacArthur Dr.</u>	<u>501 7826254</u>
8. <u>Cheryl Harkins</u>	<u>223 N. Church #5</u>	<u>442-9944</u>
9. <u>Chris Parsons</u>	<u>223 N. Church #5</u>	<u>442-9941</u>
10. <u>Juanita Anderson</u>	<u>130 E. 1st St.</u>	<u>443-0031</u>
11. <u>Amyelle Britt</u>	<u>3865 Gardenia Dr.</u>	<u>582-1184</u>
12. <u>[Signature]</u>	<u>223 N. Church #4</u>	<u>442-3443</u>
13. <u>William Thomas</u>	<u>W. H. Black</u>	<u>1K-6551</u>
14. <u>Sherry Housley</u>	<u>4049 Wooded Hollow</u>	<u>442-2356</u>
15. <u>Angeline Blackwell</u>	<u>322 Combs</u>	<u>521-2361</u>
16. <u>Taylor Housley</u>	<u>4049 Wooded Hollow</u>	<u>582-4687</u>
17. <u>Jerry Cline</u>	<u>710 Debra</u>	<u>521-8351</u>
18. _____	_____	_____
20. _____	_____	_____

**WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
BY THE CITY OF FAYETTEVILLE.**

Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. <u>Hughie Bond</u>	<u>4019 Remington Dr #3</u>	<u>973-4300</u>
2. <u>Angie Stackey</u>	<u>4423 Chaparral Lane. Fay</u>	<u>443-7885</u>
3. <u>Mike Starkey</u>	<u>4420 Beaver Lane Fayetteville</u>	<u>582-0720</u>
4. <u>David Danks</u>	<u>2836 N. Gregg Ave #8</u>	<u>521-3158</u>
5. <u>Krista Brubaker</u>	<u>2943 Setter Fay</u>	<u>973 9981</u>
6. <u>Shelli Baldwin</u>	<u>1112 Rochers #4, Fay.</u>	<u>521 6478</u>
7. <u>Becky</u>	_____	_____
8. <u>Alan Hunt</u>	<u>2385 Gentle Oaks Ln. Fay</u>	<u>442 0384</u>
9. <u>Nate Stevens</u>	<u>729 Sutton Street</u>	<u>442 7065</u>
10. <u>Peggy Trout</u>	<u>P.O. BOX 201, ELKINS</u>	<u>643 6319</u>
11. <u>Laura Ruff</u>	<u>2407 W M+Comfort Rd</u>	<u>443 0092</u>
12. <u>Brooke Stacker</u>	<u>5001 Summershade</u>	<u>NA</u>
13. <u>Sereea Ward</u>	<u>75 White St.</u>	<u>587-1460 work</u> <u>267-5718</u>
14. <u>W. D. Tillis</u>	<u>250 W. Main</u>	<u>521-5895</u>

Name	Address	Phone #
1. <u>Annabeile Berry</u>	<u>255 Fletcher Fay</u>	<u>7270/443-9553</u>
18. _____	_____	_____
20. _____	_____	_____

**WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
BY THE CITY OF FAYETTEVILLE.**

Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. <u>Nancy C. Maier</u>	<u>951 Missouri Way, Fay.</u>	<u>521-5678</u>
2. <u>Jane Bush</u>	<u>1659 Anson Pkwy</u>	<u>521 9000</u>
3. <u>Bob (Hildebrand)</u>	<u>210 W. SOUTH #41</u>	<u>521 4130</u>
4. <u>M. Jean Andrew</u>	<u>1061 Missouri Way</u>	<u>443-4182</u>
5. <u>Drew Meyer</u>	<u>919 Missouri Way</u>	<u>442-8741</u>
6. <u>My Linda Chu</u>	<u>790 Missouri Way</u>	<u>444-6749</u>
7. <u>James B. Wiffle</u>	<u>785 Missouri Way</u>	<u>444-8938</u>
8. <u>Sydney A. Cramer</u>	<u>785 Missouri Way</u>	<u>444-8938</u>
9. <u>Sun-hwan Chu</u>	<u>790 Missouri Way</u>	<u>444 6749</u>
10. <u>Marshall Carter</u>	<u>311 Duncan St</u>	<u>527 5243</u>

Name	Address	Phone #
1. <u>Rebecca M. O'Connell</u>	<u>2736 Wakefield Pl</u>	<u>443 1665</u>
2. <u>Robert J. O'Connell</u>	<u>2736 Wakefield Pl</u>	<u>443-1668</u>
3. <u>Charles A. O'Connell</u>	<u>554 Woodlawn Dr</u>	<u>443 4600</u>
4. <u>Ray Stiles</u>	<u>424 Sutton St</u>	<u>442400</u>
5. <u>William J. Stiles</u>	<u>413 Kinnear St</u>	<u>521 1111</u>
6. <u>Mark A. Stiles</u>	<u>2652 Copper Oak</u>	<u>443-5911</u>

20. _____

**WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
BY THE CITY OF FAYETTEVILLE.**

Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. <u>CHUCK CARLOUGH</u>	<u>230 MILL AV FAY AR</u>	<u>521 2566</u>
2. <u>Joe Alexander</u>	<u>257 22nd St Fayetteville</u>	<u>442-6194</u>
3. <u>JAMES Ledbetter</u>	<u>443 W North St Fayetteville</u>	<u>443 9413</u>
4. <u>Raymond</u>	<u>2149 MISAN</u>	<u>443 8411</u>
5. <u>Raymond Cox</u>	<u>2837 N Galloway Fay</u>	<u>587 1396</u>
6. <u>John E. Jackson</u>	<u>224 S. Mill</u>	
7. <u>Mitchell R. Smith</u>	<u>2071 N Chestnut #7-B</u>	<u>582-0253</u>
8. <u>John Edgar</u>	<u>1779 N Woolsey</u>	<u>582 1460</u>
9. <u>Frank Pennell</u>	<u>14836 Greenbush Rd</u>	<u>443 5959</u>
10. <u>Bobby Taffels</u>	<u>1309 Deane</u>	<u>442 6178</u>
11. <u>Howard F. Cliffe</u>	<u>16089 SO. HOUSSE</u>	
12. <u>Jim</u>	<u>1632 Lunsford Fay</u>	<u>521-7076</u>
13. <u>Joel Handauer</u>	<u>15841 QUAIL RD FAY</u>	<u>521 5685</u>
14. <u>Stan Lancaster</u>	<u>823 Morningside, Fay</u>	
15. _____	_____	_____
16. _____	_____	_____
17. _____	_____	_____
18. _____	_____	_____
20. _____	_____	_____

**WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
BY THE CITY OF FAYETTEVILLE.**

Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. Carolyn Hancock	305 W. Univ. Hwy. Fay	839 3075
2. Vicki Bloss	2057 Olive Hwy.	442-2967
3. Jean Ann Fennel	1655 Woolsey	521-8534
4. Janet B. Stewart	2554 Stanton Hwy	582-1926
5. Jay Paul	6682 Hwy	442-6487
6. Jeff Bailey	3246 Byrum	-
7. James D.	608 Garland	527 6436
8. Harriet A. Bralton	1055 W Eagle	443 2136
9. E V A Lawrence	617 N. Lafayette	444-6170
10. Becky Stamon	1519 Levee #18	587 1684
11. Judy Niles	2797 Old Line Rd	443-9447
12. Vott Lawrence	617 N. Byrum Lafayette	444-6170
13. Stephen W. Hancock	1132 W. End Ave #B-9	-
14. Samya Satchell	872 N. Lewis	443-0004
15.		
16.		
17.		
18.		
20.		

ones we did not give to city
Council - came in Fall....

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WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
BY THE CITY OF FAYETTEVILLE.

Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. Sarah Lee Leroy	428 N. Willow	521 2674
2. Sarah Nothdoff	1275 E. Elm	
3. Kadie Campbell	1501 Giles	443 2254
4. HOLI CLARK	1501 GILES	443 2254
5. Catherine Oment	1501 Giles	443 2254
6. JOELYN SARTER	301 N. College # 300ville	444 1400 x 414
7. CARMELO THOMAS	2801 Dove St 4ville	444 7544
8. SAMIE CONER	1501 Giles	445 2254
9. ERIC D. JOHNSON	330 N. GREGG # 1	587-3677
10. Harrison Butler	2865 Oakland-Zion Rd.	521-1676
11. Anni Buchanan	2425 Valley Drive	521-4363
12. JAMES J. WAT	130 E. Spring	442 2311
13. Lauren Eges	1132 Eastwood	444 0299
14. Joel Ramey	11327 Power Rd.	267-6189
15. Jimmy Ann	333 Rollston	582-0748
16. Eleanora G. G. NAWA	333 Rollston	582-0748
17. Wendel Nothdoff	1275 E. Elm	521-2722
18. Sarah Morte	4040 Foxboro	444 7588
20. J. J. J. J. J.	35 N. Main Ave	525 0911

**WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
BY THE CITY OF FAYETTEVILLE.**

Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. Susan H. Murphy	100 Mississippi Hwy - Little Rock	587-9237
2. Linda Wright	2155 Winwood Dr	521-6236
3. Kim Nelson	2105 Christy Ln	267-4952
4. Joel Sillar	1107 Overcrest	575-0593
5. Margaret Sillar	1107 Overcrest Fay	575-0593
6. Betty Lusk	16051 Hamstring Rd	521-0393
7. Pat Moore	1095 Shrewsbury	442-6740
8. Helen Smith	2000 S. 1st St	521-1141
9. David Sillar	1000 S. 1st St	442-4441
10. Tony Wickman	2325 W. 1st St	521-9941
11. Betty Lusk	2410 W. 1st St	521-1141
12. Carolyn Nichols	1101 Curtis	521-5643
13. John Smith	1000 S. 1st St	521-1141
14. John Smith	1000 S. 1st St	521-1141
15. John Smith	1000 S. 1st St	521-1141
16. Bill Ross	52 Olive Fay	444-1082
17. Melissa Drake	1010 Treadwell	582-0136
18. Jim Hefner	1016 W. 1st St	444-0835
19. John Smith	1101 Curtis	521-5643
20. John Smith	1000 S. 1st St	521-1141

**WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
BY THE CITY OF FAYETTEVILLE.**

Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. Linda Gabbard	PO BOX 3225	443-7273
2. Aaron Longshore	1760 Woodland Ave.	443-4420
3. Glen Cullum	1011 California	521-5503
4. Rich Davis	303 Harco	756-2711
5. Nancy Dalton	2050 Helen	571-1614
6. Tom Dalton	2050 Helen	571-1614
7. Ellis Martin	2446 St James Pl.	443-0802
8. Lynn M. Hillyer	475 Gregg Apt 2	582-9438
9. Whaley Jones	106 E Jackson Dr	973-9448
10. Connie Spivey	2116 Crown Dr. Fay.	521-8848
11. Joe V. Glass	2059 Kentz Fay	443-4941
12. Michelle Hale	247 N. Pletten	401-8112 (Kings)
13. Paul Wilhelm	1109 Heum Dr. Fay	444-6074
14. [illegible]	[illegible]	[illegible]
15. [illegible]	2436 Baylwater #210	[illegible]
16. [illegible]	[illegible]	[illegible]
17. [illegible]	[illegible]	[illegible]
18. [illegible]	[illegible]	582-5643
20. [illegible]	[illegible]	973-9798

**WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
BY THE CITY OF FAYETTEVILLE.**

Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. <u>W.T. DABNEY</u>	<u>233 LOUISE FAY.</u>	<u>443-9083</u>
2. <u>J. Pravaznik</u>	<u>1100 N. College Ave</u>	<u>582-4657</u>
3. <u>C. Cottano</u>	<u>2571 Elizabeth Ave</u>	<u>582-3456</u>
4. <u>Tom Welsaas</u>	<u>3234 WARWICK FAY</u>	<u>443-2606</u>
5. <u>Ed Rudy</u>	<u>2571 Elizabeth Ave</u>	<u>582-3456</u>
6. <u>Marie Jackson</u>	<u>1700 Woodsey Ave, Fay</u>	<u>582-9109</u>
7. <u>Ginnette Daulton</u>	<u>315 W. Center Fay</u>	<u>442-0062</u>
8. <u>Theresa Russell</u>	<u>772 Emerson Fay</u>	<u>443-9123</u>
9. <u>DeAnn Kypcek</u>	<u>4129 Huntswild Rd Fay</u>	<u>521-5183</u>
10. <u>Julie Porter</u>	<u>2135 Lark Dr. Fay</u>	<u>571-2014</u>
11. <u>Lena Hays</u>	<u>849 N. Highland Fay</u>	<u>444-7749</u>
12. <u>Dee Hays</u>	<u>849 N. Highland Fay</u>	<u>444-7749</u>
13. <u>Jimmy F. Williams</u>	<u>515 S. 2nd St. Dr</u>	<u>442-0025</u>
14. <u>Carl R. Williams</u>	<u>515 S. 2nd St. Dr</u>	<u>442-0025</u>
15. <u>Hayton Steelman</u>	<u>329 Oakwood</u>	<u>521-8553</u>
16. <u>Samuel Lucking</u>	<u>700 E. Lafayette</u>	<u>442-8934</u>
17. <u>Jan Lucking</u>	<u>700 E Lafayette</u>	<u>442-8934</u>
18. <u>Patricia Williams</u>	<u>329 Oakwood</u>	<u>521-8553</u>
20. <u>Todd Steelman</u>	<u>329 Oakwood</u>	<u>521-8553</u>

**WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
BY THE CITY OF FAYETTEVILLE.**

Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. Margo Bright	2713 Highland Park	521 5722
2. Karen Pharris	1675 Sunstone Rd	None
3. Heidi Cline	2119 Honeysuckle Ln	582 1282
4. Jean Searing	300 E Prospect	521 6736
5. Patricia L. Pennington	362 Village Dr	444 0889
6. Shiri Grette	1722 L. Stephens Ave	521 7127
7. Hannah Fleming	11619 Susan Dr.	442 8957
8. Julie Parcel	2439 Countryway	442-5551
9. Rachel Gage	9 W. Elm Fay - AR.	587-9356
10. [Signature]	120 N. Block #3	444-1958
11. Don Wilson	300 So. Gregg Apt B	521 9958
12. Rick Muns	2832 Sunrise Ln	521-3133
13. Elizabeth Abel	3091 City Lake Rd	521 2116
14. [Signature]	2000 [unclear]	[unclear]
15. Jennifer Masters	2001 Wellington #28	521-0407
16. Amber Lyon	1538 Boxley Ave. Fay. AR 72704	582-1193
17. [Signature]	[unclear]	[unclear]
18. Elizabeth Mitchell	772 [unclear] Rd. Fay	445-7797
20. Susan Parker	511 [unclear] Ave	582-0215

**WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
BY THE CITY OF FAYETTEVILLE.**

Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. <u>Cristal J Smith</u>	<u>1833 Briarcliff Fayette. 03</u>	<u>521-9000</u>
2. <u>Misty White Oetzel</u>	<u>758 Fowler Fvill. 01</u>	<u>521-9000</u>
3. <u>Alexa Rollins</u>	<u>1719 Glenbrook</u>	<u>521-2288</u>
4. <u>Lellie Rollins</u>	<u>1719 Glenbrook</u>	<u>521-2288</u>
5. <u>PS10 Killian</u>	<u>P.O. Box 186</u>	<u>587-0532</u>
6. <u>Katina Gilkey</u>	<u>700 Anna Pl. #8 Fay. 01</u>	<u>444-7311</u>
7. <u>Janice Rush</u>	<u>1659 Anson Fay</u>	<u>444-9061</u>
8. <u>Stephanie Neil</u>	<u>2336 Kantz Cove Fay</u>	<u>582-1850</u>
9. <u>Reagan Wilson</u>	<u>2042 Bay Ave</u>	<u>957-1414</u>
10. <u>Ashley Boyer</u>	<u>419 N. Washington</u>	<u>575-0506</u>
11. <u>Sam Aubrey</u>	<u>195 N. Summit</u>	<u>575-9600</u>
12. <u>David McLeod</u>	<u>201 N. Louise</u>	<u>502-3412</u>
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____
16. _____	_____	_____
17. _____	_____	_____
18. _____	_____	_____
20. _____	_____	_____

**WE THE UNDERSIGNING CITIZENS OF
FAYETTEVILLE AR. SUPPORT THIS PURCHASE
BY THE CITY OF FAYETTEVILLE.**

Sutton Street Walk-by Historic Park

Name	Address	Phone #
1. <u>Craig M. Hale</u>	<u>104 E. SYCAMORE</u>	<u>527 6482</u>
2. <u>MISSY PARKS</u>	<u>418 JLA ST. Fay.</u>	<u>587 0231</u>
3. <u>Amber Shreve</u>	<u>6211 Sellers Road Farmington</u>	
4. <u>[Signature]</u>	<u>221. N. CHURCH</u>	<u>72701 443 2030</u>
5. <u>[Signature]</u> ^{DERWIN II}	<u>13125 E. DEVILS DEN RD</u> ^{WINSTON}	<u>634 3603</u>
6. <u>Michelle McCullar</u>	<u>4080 Johnell Dr #3 Fille</u>	<u>72703 582-9367</u>
7. <u>Shirley Stevens</u>	<u>3602 Macarthur Dr.</u>	<u>501 7826254</u>
8. <u>George Parsons</u>	<u>223 N. Church #5</u>	<u>442 9944</u>
9. <u>Chris Parsons</u>	<u>223 N. Church #5</u>	<u>442 9947</u>
10. <u>Joan Hollister</u>	<u>130 E. Rock St.</u>	<u>443-0031</u>
11. <u>Amyelle Britt</u>	<u>3865 Gardenia Dr.</u>	<u>582-1184</u>
12. <u>[Signature]</u>	<u>223 N Church #4</u>	<u>442-3443</u>
13. <u>Will Williams</u>	<u>601 A. Achille</u>	<u>273-6058</u>
14. <u>Sherry Housley</u>	<u>4049 Wooded Hollow</u>	<u>442-2356</u>
15. <u>Angeline Blackwell</u>	<u>322 Combs</u>	<u>521-2361</u>
16. <u>Taylor Housley</u>	<u>4049 Wooded Hollow</u>	<u>582-4687</u>
17. _____	_____	_____
18. _____	_____	_____
20. _____	_____	_____



WASHINGTON COUNTY

STATE OF ARKANSAS

Washington County Courthouse

280 North College, Suite 202

Fayetteville, AR 72701

Telephone 444-1526

MAY B. TANNER

Washington County Collector

280 N. College - Suite 202

Fayetteville, Arkansas 72701

CITY OF FAYETTEVILLE AR:
BOARD OF TRUSTEES OF U OF A
113 W. MOUNTAIN ST.
FAYETTEVILLE, AR 72701

DEAR TAXPAYER

DETAIL NO. 321

THE DICKSON STREET IMPROVEMENT DISTRICT HAS REQUESTED
THAT I SEND A NOTICE OF DELINQUENCY TO TAXPAYERS IN
THE DISTRICT.

<u>YEAR</u>	<u>BASE TAX</u>	<u>PENALTY</u>	<u>TOTAL DUE</u>
1989	16,527.76	1,652.78	18,180.54
1990	16,527.76	1,652.78	18,180.54
1991	16,527.76	1,652.78	18,180.54
1992	16,527.76	1,652.78	18,180.54
1993	16,527.76	1,652.78	18,180.54
1994	16,527.76	1,652.78	18,180.54
1995	16,527.76	1,652.78	18,180.54
1996	16,527.76	1,652.78	18,180.54
1997	16,527.76	1,652.78	18,180.54
GRAND TOTAL:			163,624.86

SINCERELY

May B. Tanner
MAY B. TANNER, COLLECTOR

KEATING ENTERPRISES, INC.

July 20, 1998

Mr. Jerry Rose, City Attorney
City of Fayetteville,
Administration Building
113 W. Mountain St.
Fayetteville, Ar. 72701

RE: SUTTON STREET PROPERTY

Dear Mr. Rose;

Even though the City Council did not grant our request for an extension to consider our options, we hope this letter finds its way to the July 21st Council meeting.

For reasons already expressed, we are adamantly and vehemently opposed to the condemnation of our private property. Nothing has happened to sway our feelings or the feelings of our neighbors on this matter.

We respectfully ask the City Council not to view this issue in an arbitrary and capricious manner. We feel that certain members are on the verge of commandeering private property in order to cater to the desires of a small special interest group. We will have no part of this.

Best Regards,

R. J. (Dick) Keating

501-442-4762

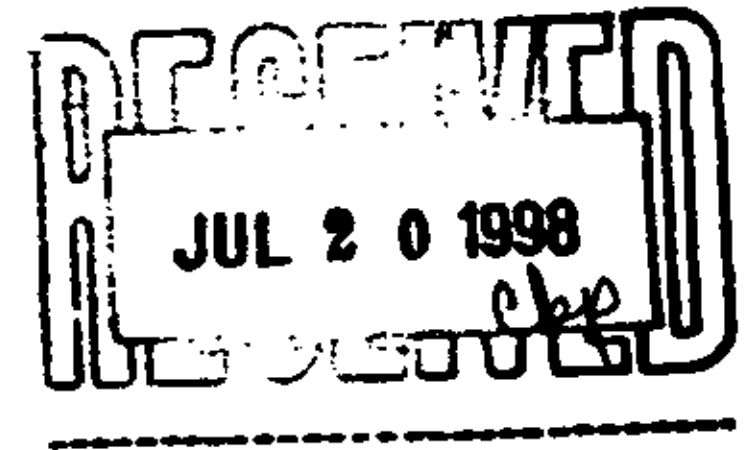
cc: Sutton Street Neighbors Association.
Fayetteville Friends of Private Property, a not for profit corporation.
Incorporation application pending.

2592 N. Gregg St. Suite #24 Fayetteville, Ar. 72703 phone: 501-442-4762 fax 501-443-4752

346 N. Walnut Avenue
Fayetteville, AR 72701

July 17, 1998

Mr. Jerry Rose
City Attorney
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701



Dear Mr. Rose:

Although the City Council rejected my request for an extension of their offer when I last appeared before them, I did want to formally respond to their offer on the Sutton Street property.

We purchased this property with the goal of protecting and preserving our neighborhood. We feel that turning this property into a city park would be a disaster for it and for the families who would be impacted by it.

Our neighborhood feels that the City's actions in this matter have been unprecedented and unreasonable. The Council seems intent upon forcing a neighborhood park on a neighborhood that doesn't want it. It seems intent on making a park of a place whose features the Parks Director says are "unstable and would require removal or extensive renovation to make the area safe for the public". In short, they will fundamentally alter the nature of this special place, using an abundance of citizens' dollars.

If there is any question as to the feelings of the residents most affected by this proposed city park, I invite you and all citizens to drive down Sutton Street and note the "PLEASE DO NOT CONDEMN OUR NEIGHBORHOOD" signs that line the street.

My neighborhood does not want the City to have this property and we will use all legal and political strategies to see that it remains in private hands. We have no intention of selling this property to the City.

I hope that you will share this information with the Council.

With highest regards,

A handwritten signature in cursive script, appearing to read "Wyit Wright".

Wyit Wright

**TENTATIVE
AGENDA**

**FAYETTEVILLE CITY COUNCIL MEETING
JULY 21, 1998**

A meeting of the Fayetteville City Council will be held on July 21, 1998 at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

I. CONSENT AGENDA

- A. APPROVAL OF MINUTES:** Approval of minutes from July 7, 1998 meeting.
- B. MOBILE DATA EQUIPMENT:** A resolution awarding a contract to Communication Specialist in the amount of \$104,304.00 for mobile data equipment for use in vehicles and at the tower site.
- C. PLAINVIEW STREET EXTENSION:** A resolution approving a construction contract with Jerry Sweetser, Inc. in the amount of \$146,339.00 for the Plainview Street Extension Project. Also the related budget adjustment, and total project contingency amount of \$21,950.00 (15%).
- D. COPY MACHINES:** A resolution approving a contract with Xerox Corporation to lease three copy machines to replace existing copy machines currently under lease from Xerox.
- E. YOUTH CENTER:** A resolution approving \$79,800 and a budget adjustment for a comprehensive planning study for necessary future development.
- F. OFF-LOADING FACILITY:** A resolution approving an agreement with McGoodwin, Williams, and Yates in the amount of \$26,867 for engineering services required to construct an off-loading facility for the compartmentalized recycling trucks.
- G. TARGET AREA:** A resolution approving Change Order #1 in the amount of \$186,424.06 to amend the contract with Jerry Sweetser, Inc. for street and associated improvements in the Community Development Target Area.

II. OLD BUSINESS

- A. HOG CITY:** A resolution approving a patio area lease between the City of Fayetteville and Hog City Diner.
- B. CRACKER BARREL:** Appeal of a Planning Commission decision to deny a variance request to erect one free standing pole sign for Cracker Barrel Restaurant.

- C. **COMPENSATION FOR ALDERMEN:** An ordinance amending Section 31.16 of the code of Fayetteville by increasing compensation for aldermen from \$350.00 per month to \$700.00 per month.

III. NEW BUSINESS

- A. **ELEVATED WATER TANK:** A resolution authorizing the Mayor and City Clerk to execute an agreement between the City and PDM, Inc. for the construction of an elevated water tank at the contract price of \$874,400.00 and approval of a project contingency of \$40,000.00.
- B. **PLANNING COMMISSION APPEAL:** An appeal of a Planning Commission decision submitted by Kurt Jones of Crafton, Tull and Associates on behalf of John Griffin for the Trichell Medical Office Building. The request is to allow two access points along Millsap Road.
- C. **RZ-98-12.00:** An ordinance approving a rezoning request submitted by Lantech Engineering on behalf of Shmeiding Enterprises, Inc. for property located in Sunset Addition, Block 2, Lots 1-6. The property is zoned R-2, Medium Density Residential. The request is for R-O, Residential Office.
- D. **VAC 98-6.00:** An ordinance approving a utility easement vacation submitted by Butch Robertson for property located at 4297 West Bellflower, Lot 32 in Meadowlands Subdivision. The is zoned R-1 and contains approximately .25 acres.
- E. **AD 98-19.00:** Discussion of the process of condemnation for the purpose of securing right-of-way for a connection to Wood Street. The request was submitted by Tom Embach for proposed large scale development.
- F. **CIV 98-29:** Consideration of an offer of settlement in City of Fayetteville verses Bramlett, CIV 98-29, submitted by Tom and Cheryl Bramlett. The property was needed for the Mud Creek Bridge Improvement Project.
- G. **VOLUME BASED PROPOSAL:** A request to bring Volume Based Proposal off the table for further discussion.

Only items presented by the City Council or City Staff may be discussed during the meeting. If you have an item you wish to discuss, please contact your alderman to have it presented at the next City Council Agenda Session. For further assistance, please contact Heather Woodruff, City Clerk, at 575-8323.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of July 21, 1998

FROM:

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

ACTION REQUIRED:

Award contract in the amount of \$104,304.00 to Communication Specialist for mobile data equipment in vehicles and at the tower site. Also approve a budget adjustment.

COST TO CITY:

<u>\$ 109,228.00</u>	<u>\$ 461,836.00</u>	<u>Public Safety Computer System</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>4470-9470-5801.00</u>	<u>\$ 367,246.00</u>	<u>Capital Improvements</u>
Account Number	Funds Used To Date	Program Name
<u>97010</u>	<u>\$ 1,945,590.00</u>	<u>Capital Improvements</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ☒ Budgeted Item ☒ Budget Adjustment Attached

Steph Davis
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

<u>Accounting Manager</u>	<u>Date</u>	<u>ADA Coordinator</u>	<u>Date</u>
<u><i>[Signature]</i></u>	<u>7-9-88</u>	<u>Internal Auditor</u>	<u>Date</u>
<u>City Attorney</u>	<u>Date</u>		
<u>Purchasing Officer</u>	<u>Date</u>		

STAFF RECOMMENDATION:

Award contract to Communication Specialist in the amount of \$104,303.86 plus \$4,924.00 sales Tax. Approve a budget adjustment.

<u>Division Head</u>	<u>Date</u>
<u><i>[Signature]</i></u>	<u>Date</u>
Department Director	

Cross Reference

New Item: ☒ Yes ☐ No

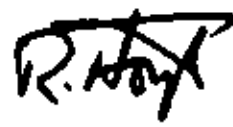
Prev Ord/Res #: _____

Orig Contract Date: _____

<u>Administrative Services Director</u>	<u>Date</u>
<u>Mayor</u>	<u>Date</u>

DEPARTMENTAL CORRESPONDENCE**MEMORANDUM**

TO: Fred B. Hanna, Mayor

FROM: Rick Hoyt, Assistant Chief of Police 

DATE: July 6, 1998

SUBJECT: Agenda Item - Award of Contract for Mobile Computer System and Budget Adjustment

Attached you will find an agenda request for Council approval of a contract in the amount of \$ 109,228 to Communications Specialists, Inc. and a budget adjustment. This contract will provide the "radio backbone" on Mt. Sequoyah, modems, radios, and vehicle consoles for a mobile computer system for the police department. We are initially purchasing 23 mobile units but expect to purchase additional units in the future. The Fire Department has also expressed interest in installing laptops in some fire units at some future date. The backbone is sized to accommodate up to 50 mobile laptops and achieve optimum response speed. The system is expandable at a later date if needs warrant.

Funds for replacement of the Public Safety Computer System were included in the 1997 Capital Improvement projects. Installation of an IBM AS 400 and software from New World Systems was approved by the Council last year and that project continues to progress. The laptop system is partially funded by a federal COPS MORE grant our department has received. Request for Proposals for the laptop system were received and reviewed by a City committee consisting of personnel representing the Police, Fire, City Data Processing, Internal Audit, and the City Council. That committee recommended a contract award to Communication Specialists, Inc.

The mobile laptop system will enable field officers to have instant access to the State interface for driver's license, vehicle license, and wanted persons files and it is invaluable for officers to have this pertinent information. This system will enhance officer safety, efficiency, and productivity. A national study on police mobile computers found officers equipped with mobile laptop systems made more arrests and located more wanted persons than non-equipped officers. One reason for this is officers do not have to compete for air time on the police radio to call in an inquiry. Our radio system is currently so busy that officers sometimes have to wait inordinate amounts of time trying to get through on the voice radio channel. The laptop system will reduce the workload in the dispatch center too because dispatchers will no longer be the

intermediaries in the multitude of these routine license checks and warrant inquiries.

The laptops will also enable our department to utilize field reporting software. This software (already purchased from New World Systems) allows officers in the field to directly enter crime reports into a windows-based environment on the laptop. The software ensures the report has all appropriate sections filled out and spell-checks the narrative. This information is then uploaded into our main computer at the police department, becoming instantly accessible by authorized persons. We expect this facet to reduce the lag time of reports becoming available to detectives and finalized reports being available for the public.

The laptop system will be capable of transmitting text from car-to-car and from dispatch to each car. This will give the ability for silent dispatching on selected calls and to notify field units of important information without tying up the regular voice radio system. After the system is completely operational, we will continue plans to interface to other cities' laptop systems. The Rogers police department currently has a laptop system operational with 28 units installed and 33 additional units planned. Other Northwest Arkansas police agencies have applied for grants for similar projects but Rogers and Fayetteville were the first to receive grant approval.

Mobile computing is quickly becoming commonplace in police work, both nationally and throughout Arkansas. The safety, efficiency, and added productivity it affords field officers is without question. Implementation of this system will provide a valuable tool to officers on the street and help our department in our continual efforts to provide the best possible public service.

MOBILE DATA

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City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year 1998	Department: Sales Tax Capital Improvements Fund Division: Program:	Date Requested 07/02/98	Adjustment #
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Project or Item Requested:
Request approval to combine funding for project 96008 and 96021 with project 97010.

Project or Item Deleted:
None.

Justification of this Increase:

The Computerized Police Mugshots (project #96008) and Bar Code System for Property/ Evidence (project #96021) have been purchased as part of the public Safety Computer System Replacement Project (project #97010).

Justification of this Decrease:

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Fixed Assets	77,000	4470	9470	5801	00	97010	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Fixed Assets	52,000	4470	9470	5801	00	96008	1
Fixed Assets	25,000	4470	9470	5801	00	96021	1

Approval Signatures

Requested By

Date

Budget Coordinator

Date

Department Director

Date

Admin. Services Director

Date

Mayor

Date

Budget Office Use Only

Type:

A

B

C

D

E

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log



MOBILE DATA
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STATEMENT OF WORK TO THE CITY OF FAYETTEVILLE, ARKANSAS

1.0

Introduction

1.1

This Statement of Work specifies the working relationship between Communication Specialists, Inc., DBA Communication Specialists Contracting, Inc. and the City of Fayetteville.

2.0

Performance Period

2.1

Performance shall begin upon the effective date of an agreement, and continue through the performance of all tasks described in this Statement of Work. Implementation shall be scheduled in accordance with a mutually agreeable plan to be prepared by Communication Specialists and the City of Fayetteville, the Customer.

3.0

Communication Specialists Responsibilities

3.1

Project Management and System Design.

3.1.1

Oversee and manage entire Wireless Computing Network project as it applies to the data transmission hardware including: system design, initiating and tracking equipment orders, installation of mobile data transmission hardware, overseeing, managing and accepting responsibility for the quality of workmanship performed by any subcontractor.

Provide interconnection diagrams, optimization procedures, radio interfaces, and programming parameters required to implement the base, mobile, and server hardware.

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3.1.2

Provide verification of proper operation of all installed equipment. Record verification results.

3.1.3

Adhere to or exceed quality expectations spelled out in Communication Specialists Installation Standards quality assurance document, which is attached.

3.1.4

Make equipment adjustments necessary to optimize system performance.

3.1.5

Perform throughput test in accordance with DataRadio standards as outlined in Section 13 of response to RFP 98-002.

3.1.6

Upon the acceptance of a contract, Communication Specialists will apply for the appropriate frequency on behalf of the City of Fayetteville, with the understanding that the City of Fayetteville will be responsible for all applicable fees charged by the coordinating agency and the FCC. Communication Specialists will not charge the City of Fayetteville any fee for processing the necessary papers.

3.2

Equipment and Materials - Per arrangement options in our response to RFP-98-002 the City of Fayetteville will purchase all mobile and fixed equipment for their new mobile data system.

3.2.1

Provide the following base station data transmission equipment as per purchase agreement:

- a. Base station antenna - DB806
- b. 7/8" coax with connectors - ANDREWS LDF5-50A
- c. 1/2" coax jumper (if necessary) with connectors - ANDREW L4-NMNF-6
- d. Polyphaser lightning protection - IS-B50LN-C2
- f. Duplexer - TPC08628
- g. DataRadio BDLC with interface cable - BDLC-S3 (96G7B3SS)
- h. G.E. Ericsson Master III duplex base station - SXZM01
- i. Leased line modem - UDSV.3225

3.2.2

Provide the following base station hardware as per purchase agreement:

- a. Mounting arm for base antenna
- b. Grounding kit at base antenna
- c. DC grounding kit at tower base
- d. RJ45 connectors for four-wire telephone cable

3.2.3

Provide the following mobile equipment as specified in Section 6, "Pricing", in response to RFP 98-002

- 23 Mobile Radio Modems (MRM) with radio interface cable - 96G7MRM
- 22 G.E. Ericsson MDX mobile radio with antenna and power cable - PM82SN
- 1 Kenwood model 940 mobile radio with antenna and power cable
- 21 Havis-Shield Consolidator C-1400TM console with C-3090-2 computer mount, ML-LP2 map light with two 12v power outlets, AP 3" lined pocket

3.2.4

Provide the following server site hardware as specified in Section 6, "Pricing", in response to RFP 98-002

- a. Leased-line modem
- b. Serial cable from leased-line modem to the Customer's message switch

3.3

Mobile Data Carrying Case

Communication Specialists will provide a Zero Halliburton aluminum case to mount all necessary mobile data equipment and apparatus for a complete portable unit. Portable unit will consist of a mobile, power supply, MRM, laptop computer, necessary wiring hardware and antenna. All mobile data equipment and computer to be furnished by the City of Fayetteville Police Department. Communication Specialists will provide the the Zero Halliburton aluminum case which features a tough, pre-stress shell made of aircraft quality aluminum, interlocking tongue-and-groove closure with moisture and dust resistant seal, durable latches, hinges and lock, 2 lb. density polyurethane foam and maximum safety with instant accessibility. A Kenwood mobile radio will be substituted for the Ericsson GE radio due to size difference between the Ericsson and Kenwood. This will provide for lighter weight and more space within the

MOBILE DATA

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case. Total cost for mounting all equipment is \$350.00, which includes case and installation.

Customer Responsibilities

4.0

Base Site Installations

4.0.1

Provide space at the proposed tower site for the mobile data equipment.

4.0.2

Provide access to the tower site for Communication Specialists and installation personnel.

4.0.3

Provide one (1) permanent type 110 VAC outlet with four (4) plug-ins for Communication Specialists-supplied equipment.

4.0.4

Provide adequate heating ventilation air conditioning (HVAC) environment for mobile data equipment. The environmental specifications for the BDLC are: -30 C to +60 C; storage -40 C to +70 C.

4.0.5

Provide all necessary hardware for a remote data link from the application switch at the Fayetteville Police Department to the BDLC at the tower site. The data link should have the characteristics of an analog Bell 3002-type circuit. The data link should also use a dedicated leased-line circuit as opposed to a radio link. One dedicated leased telephone line is required.

4.0.6

Provide a location on the tower for the base antenna.

4.0.7

Be responsible for any and all fees associated with the acquisition of the appropriate FCC license.

4.0.8

Be responsible for any and all charges associated with the acquisition and monthly lease of the necessary telephone line(s).

4.1

Mobile Installations

4.1.1

Make Customer vehicles available to installation personnel in accordance with a mutually agreed upon installation schedule.

4.1.2

Specify a mounting location for all mobile data hardware for each type of Customer vehicle.

4.1.3

Provide 23 laptop computers with twenty-one 20' heavy-duty shielded RS232 cable, direct DC adapter, timer/shutoff

4.1.4

Under this contract, installation of mobile equipment will have a per unit price of \$350.00. This price will hold good for 90 days after the completion and acceptance of this system. Final installation charges will be adjusted in accordance with the actual number of mobiles installed.

4.2

Server Site

4.2.1

Provide space at the proposed server site for the data transmission equipment.

4.2.2

Provide access to the server site for Communication Specialists and installation personnel.

4.2.3

Provide one (1) permanent type 110 VAC outlet with four (4) plug-ins for Communication Specialists-supplied equipment.

4.2.4

Provide adequate heating ventilation air conditioning (HVAC) environment for mobile data equipment.

4.2.5

Provide all necessary hardware for a remote data link from the application switch at the Fayetteville Police Department to the BDLC at the tower site. The data link should have the characteristics of an analog Bell 3002-type circuit. The data link should also use a dedicated leased-line circuit as opposed to a radio link. One dedicated leased telephone line is required.

4.3

Provide an appropriate storage facility for equipment

MOBILE DATA

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4.3.1

Provide work area for installation personnel

5.0

Subcontractor Responsibilities (To be managed and overseen by Communication Specialists.

Communication Specialists may choose to subcontract a portion of the installation to a local contractor who is trained and certified to install mobile data technology. Communication Specialists will act in the best interest of the Customer as it pertains to all Subcontractor activities.

The following is a list of subcontractor(s) that will be used during the course of this contract:

Communication Plus
Larry Clayton - Owner
Bentonville, AR

The following standards and activities will be adhered to and overseen by Communication Specialists, thereby, insuring that the quality of workmanship meets or exceeds industry standards:

5.1

System Staging

5.1.1

Provide an adequately powered work area for staging the BDLC/base radio pair and the MRM.

Stage the base hardware by performing the following tasks at a location approved by Communication Specialists:

5.1.2

Optimize one (1) base/repeater radio for operation at the Customer transmit and receive frequencies according to manufacturer specifications.

5.1.3

Program/modify one (1) base station radio for the operating parameters as outlined in the required DataRadio Radio Interface Bulletin (RIB).

5.1.4

Connect the DataRadio Base Station Data Link Controller (BDLC) to the base station radio with the appropriate radio interface cable. Set transmit, receive, and carrier sense levels on the BDLC.

5.1.5

Program the BDLC for the Customer-specific parameters.

Stage twenty-three(23) mobile configurations by performing the following tasks at the Customer specified location:

5.1.6

Modify each mobile radio for operation with a DataRadio Mobile Radio Modem (MRM) as outlined in the required RIB.

5.1.7

Program each mobile radio for correct transmit and receive frequencies and for operating parameters as outlined in the required DataRadio RIB.

5.1.8

Program each MRM for Customer-specific parameters.

5.1.9

Connect each MRM to the mobile radio using the appropriate radio interface cable.

5.1.10

Set transmit, receive, and carrier sense levels on each MRM. Please note that once an MRM is paired with a radio, the MRM must stay with that particular radio. Radio and MRM serial numbers must be recorded as paired and forwarded to Communication Specialists.

5.2

Base Site Installations

5.2.1

Install one (1) base station antenna on Mt. Sequoyah at a location determined by Communication Specialists to insure the range that was predetermined by engineering studies and submitted with bid proposal.

5.2.2

Install one (1) DC grounding kit at the antenna.

5.2.3

Install 7/8" heliax coaxial cable with connectors, pass-thru, and mast from the antenna on the tower into the Customer radio facility.

5.2.4

Connect the 7/8" coax to the antenna.

5.2.5

Install one (1) DC grounding kit at the point the 7/8 coax leaves the tower.

MOBILE DATA

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5.2.6

Install one (1) lightning protector.

5.2.7

Install and optimize one (1) duplexer.

5.2.8

Connect the antenna network to the lightning protector input. If possible, use the 7/8" coaxial connection. If not, use a 1/2" coaxial jumper from the 7/8" coax (length not to exceed 100 feet).

5.2.9

Connect the lightning protector output to the duplexer input using the 1/2" jumpers.

5.2.10

Install one (1) staged DataRadio BDLC/base radio pair.

5.2.11

Connect 1/2" jumpers from base transmit and receive antenna connections to duplexer inputs.

5.2.12

Program/modify one (1) base station radio for the operating parameters as outlined in the required DataRadio Radio Interface Bulletin (RIB).

5.2.13

Connect the DataRadio BDLC to the base station radio with the appropriate radio interface cable. Set transmit, receive, and carrier sense levels on the BDLC.

5.2.14

Install a DataRadio CONFIGROM in the BDLC.

5.2.15

Program the BDLC for the Customer-specific parameters.

5.2.16

Program the channel's leased-line modem for remote communication with the Customer's message switch.

5.2.17

Connect an RS-232 DCE crossover cable from the leased-line modem to the BDLC.

5.2.18

Install a four-wire telephone cable from the demarcation points at the Customer's leased-line audio connections to the location of the leased-line modem. Attach an RJ45 connector wire to the end of the four-wire cable.

5.2.19

Attach the leased-line modem to the four-wire cable using the RJ45 connector.

5.3

Mobile Installations

Provide 23 MRM/mobile radio pairs by performing the following tasks:

5.3.1

Modify each mobile radio for operation with DataRadio MRMs as outlined in the required RIB.

5.3.2

Program each mobile radio for the Customer's transmit and receive frequencies and for operating parameters as outlined in the required DataRadio RIB.

5.3.3

Program each MRM for Customer-specific parameters.

5.3.4

Connect each MRM to its mobile radio using the appropriate radio interface cable.

5.3.5

Set transmit, receive, and carrier sense levels on each MRM. Please note that once an MRM is paired with a radio, the MRM must stay with that particular radio.

Outfit 21 Customer vehicles for data operation by performing the following tasks:

5.3.6

Relocate communication and signaling equipment to be placed in new mobile console.

5.3.7

Install a mobile radio/MRM pair in the Customer's designated location.

5.3.8

Install radio power cables in each vehicle.

5.3.9

Install antenna cables in each vehicle and cut to length, if necessary.

5.3.10

Cut each mobile radio antenna to the proper length.

5.3.11

Install a mobile radio antenna in each vehicle.

MOBILE DATA

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5.3.12

Install a data cable from each MRM to each laptop computer.

5.3.13

Install a mobile computer mount in each vehicle.

5.3.14

Install a mobile computer in each vehicle.

5.3.15

Install a power cable for each computer in each vehicle.

5.4

Server Site

5.4.1

Program the leased-line modem for remote communication with the BDLC at the tower site.

5.4.2

Install a four-wire telephone cable from the demarcation points at the Customer's leased-line audio connections to the location of the leased-line modem. Attach an RJ45 connector wire to the end of the four-wire cable.

5.4.3

Attach the leased-line modem to the four-wire cable using the RJ45 connector.

5.4.4

Testing and Verification

Participate in RF system acceptance testing.

5.5

Provide the following test equipment for installation and optimization:

- a. IFR 1200 service monitor or equivalent
- b. RF cables and connectors between service monitor and radios
- c. Oscilloscope and probe
- d. All components of a DataRadio Starter Kit
- e. A DOS-based PC-compatible computer with one serial port, a 3.5 inch disk drive, and 640K RAM minimum
- f. RS-232 cables to connect computers to the MRMs

- g. Installation tools and miscellaneous nuts, bolts, washers, etc., required to install the mobile and base hardware

6.0

Agreement Price Details and Payment Terms

6.1.1

Price Details: Purchased equipment

Pricing will be as outlined in Section 6 of response to RFP 98-002.

Total includes:

- 23 Mobile Radio Modems
- 22 G. E. Ericsson Mobile Radio for Mobile Applications Mobile Radios
- 1 Kenwood Mobile Radio for Briefcase Application
- 21 Havis-Shield Vehicle Console with Map Light and Pocket, installed
- 2 Telephone Modem
- 1 Base Station Antenna
- 1 7/8" Coax with Connectors and Jumper
- 1 Polyphaser Lightning Arrestor
- 1 Duplexer
- 1 G. E. Master III Duplex Base Station
- 1 DataRadio BDLC Data Controller
- 1 System optimization, installation, startup and training

Equipment and Services Total: **\$104,303.86**

This total does not include sales tax.

MOBILE DATA

I. B. 16

6.2

Payment Terms

Payment terms are as follows: Fifty percent (50%) due upon order; fifty percent (50%) due upon final successful testing of the system as determined in DataRadio testing procedures. Successful testing will be determined by the ability of the data transmission hardware's ability to pass data; payment to Communication Specialists will not be delayed or withheld due to a software related complication or failure.

7.0

Warranty

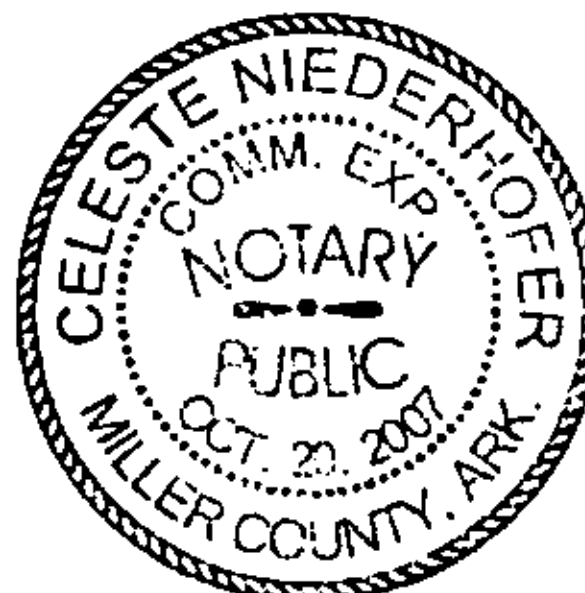
All parts of the mobile system and fixed equipment shall be fully warranted for a one-year period from the date of satisfactory acceptance test completion. All hardware failures that occur during this period shall be rectified by the vendor at no additional charge to the Customer. Warranty on all fixed equipment when possible will be performed in the field.

Typical warranty support for DataRadio hardware and Ericsson mobile equipment is "return to depot," where depot refers to Communication Specialists in Texarkana, Ar.. Units requiring repair will be serviced within 10-15 business days after receipt at the depot. It is strongly recommended that the City of Fayetteville purchase one complete mobile system which consists of a mobile radio and MRM as a spare unit to reduce downtime.

Per contract.

Communication Specialists, Inc. DBA
Communication Specialists Contracting, Inc.

By: Mike Huddleston
Mike Huddleston - Pres.



STATE OF _____ *

COUNTY OF _____ *

This instrument was acknowledged before me on the 1st day of July, 1998
by Celeste Niederhofer

Notary Public, State of Arkansas

Printed Name: Celeste Niederhofer

My Commission Expires My Commission Expires Oct. 20, 200

Fayetteville, City of

By: _____
Mayor

STATE OF _____ *

COUNTY OF _____ *

This instrument was acknowledged before me on the ____ day of ____, 1998
by _____

Notary Public, State of _____

Printed Name: _____

My Commission Expires: _____

Communication Specialists Installation Standards

1.0

Base Station Installation Requirements

1.1

The equipment will be installed in a neat and professional manner.

1.2

The equipment will be securely installed and permanently mounted in the appropriate locations. All equipment will be rack-mounted in the base station cabinet.

1.3

The equipment will be grounded according to local electrical code requirements.

1.4

The Customer will install AC conduit and outlets needed to power the equipment according to local electrical code requirements.

1.5

DC cables will be installed neatly.

1.6

Signaling cables will be installed neatly.

1.7

Each end of each cable will be clearly labeled with its purpose and destination.

1.8

Each end of each telephone cable will be clearly labeled with its purpose and destination.

1.9

The equipment cabinets will be marked with the appropriate function, call sign, frequencies, and tones.

1.10

Information for contacting the service agency will be posted conspicuously. Names and phone numbers of the persons servicing the equipment will be included.

1.11

The antenna transmission line will be attached to the tower with appropriate durable hangers.

1.12

The antenna transmission line will be grounded with grounding kits at the top of the line, where it leaves the tower, and at the building entrance.

1.13

A coaxial surge protector will be installed and properly grounded on the antenna Tx line between the line and the first user equipment.

1.14

Check the VSWR of the installed antenna through the coaxial cable on the radio end of the installation. It must be less than 1:1.5".

2.0

Vehicular Installation Requirements

2.1

The mobile radio and MRM will generally be installed in the trunk, but could be located elsewhere in the vehicle by arrangement with the end-user and approval of Communication Specialists.

2.2

The radio and MRM will be interconnected with a cable not to exceed three (3) feet in length.

2.3

The mobile radio/MRM pair will be securely mounted in a manner acceptable to the Customer.

2.4

The mobile radio antenna will be installed on the vehicle roof whenever possible. The antenna will be adjusted in accordance with the manufacturer's instructions. Coax cabling will be terminated to length with an appropriate antenna connector.

2.5

Check the VSWR of the installed antenna through the coaxial cable on the radio end of the installation. It must be less than 1:1.5".

2.6

Low-power mobile radios will be grounded to the chassis on the battery ground.

2.7

The power lead will be fused.

2.8

All cabling from the computer terminal will be run under the carpet and back seat. Excess computer cable will be coiled neatly and tied securely.

MOBILE DATA

I. B. 20

2.9

Proper grounding and shielding of radio equipment is imperative.

3.0

Mobile Terminal

3.1

In cars with consoles on the hump in front of the seat, the terminal will be mounted on its own mounting in front of the passenger seat. The mounting will be secured to the floor with bolts or appropriately-sized sheet metal screws. Room must be allowed for a passenger.

3.2

In cars with the console between the seats, the terminal will be mounted between the console and the dash. The terminal will be centered and will not be more than 10 inches in height.

3.3

In all cases, the terminal cannot obstruct the use of the cigarette lighter whether it is mounted in the dash or in the console.

3.4

In no case will operation of the vehicle controls or other equipment controls be impeded. The terminal must be within the air bag safety zone.

3.5

If any piece of equipment, such as vascar, radar, or cameras, has to be relocated within the vehicle, it must be mounted in the air bag's safety zone and must not interfere with other equipment or car operation.

3.6

Proper grounding and shielding of all cabling used with the terminal is imperative.

4.0

General

4.1

All work shall conform to industry-recognized standards.

4.2

Records of installations, parameter settings, and equipment performance tests for all Subcontractor-installed system components must be written.

4.3

A copy of the records will be furnished to Communication Specialists.

4.4

The installation Subcontractor must maintain a clean installation work area.

4.5

The work area will be cleared of all residual material at the end of each work day.

4.6

Materials/equipment needed for continuation of the installation will be temporarily stored as approved by the Customer, or removed from the premises, until work resumes.

4.7

All equipment is to be tested for functionality and proper operation.

4.8

The Subcontractor will repair and/or replace, at his cost, any equipment damaged during or as a result of the installation.

4.9

All work must be performed with observance of proper static avoidance discharge techniques and policies.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of July 21, 1998

FROM:

Sid Norbash Engineering Public Works
Name Division Department

ACTION REQUIRED: Approval of the construction contract for Plainview Street Extension Project, with Jerry D. Sweetser, Inc. in the amount of \$146,339.00. Also the related budget adjustment, and a total project contingency amount of \$21,950 (15%).

COST TO CITY:

\$168,289.00 \$150,000 Plainview Street Extension
Cost of this Request Category/Project Budget Category/Project Name

4470-9470-5809-00 \$1,808 Capital Sales Tax

Account Number Funds Used To Date Program Name

98031 \$148,192 Street
Project Number Remaining Balance Fund

BUDGET REVIEW: ☒ Budgeted Item ☒ Budget Adjustment Attached

[Signature] [Signature]
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marilyn J. Bramer 6-30-98 _____
Accounting Manager Date ADA Coordinator
[Signature] 6-30-98 [Signature] 7-1-98 ✓
City Attorney Date Internal Auditor
P. Vice 6-30-98 Gen Cond + Supp.
Purchasing Officer Date

STAFF RECOMMENDATION: Approval of the contract, budget adjustment, and the contingency amount.

[Signature] 6/30/98 _____
Division Head Date Cross Reference
[Signature] 7-1-98 _____
Department Director Date New Item: **Yes** ☒ **No** ☐
[Signature] 7/1/98 _____
Administrative Services Director Date Prev Ord/Res #: _____
[Signature] 7/2/98 _____
Mayor Date Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Fred Hanna, Mayor
Kevin Crosson, Public Works Director
Charles Venable, Assistant PWD
Don Bunn, City Engineer

From: Sid Norbash, Staff Engineer

Date: June 29, 1998

Re: Plainview Street Extension Project

The above referenced project has been approved by the Council as a CIP project for 1998.

The Engineering for this project has been performed by the Engineering Division, and the construction management will also be done in house.

On June 25, 1998, bids were received for the construction phase of this project, and Jerry D. Sweetser, Inc. was the low bidder in the amount of \$146,339.00. There were four bidders, and a complete bid tabulation sheet is attached for your information.

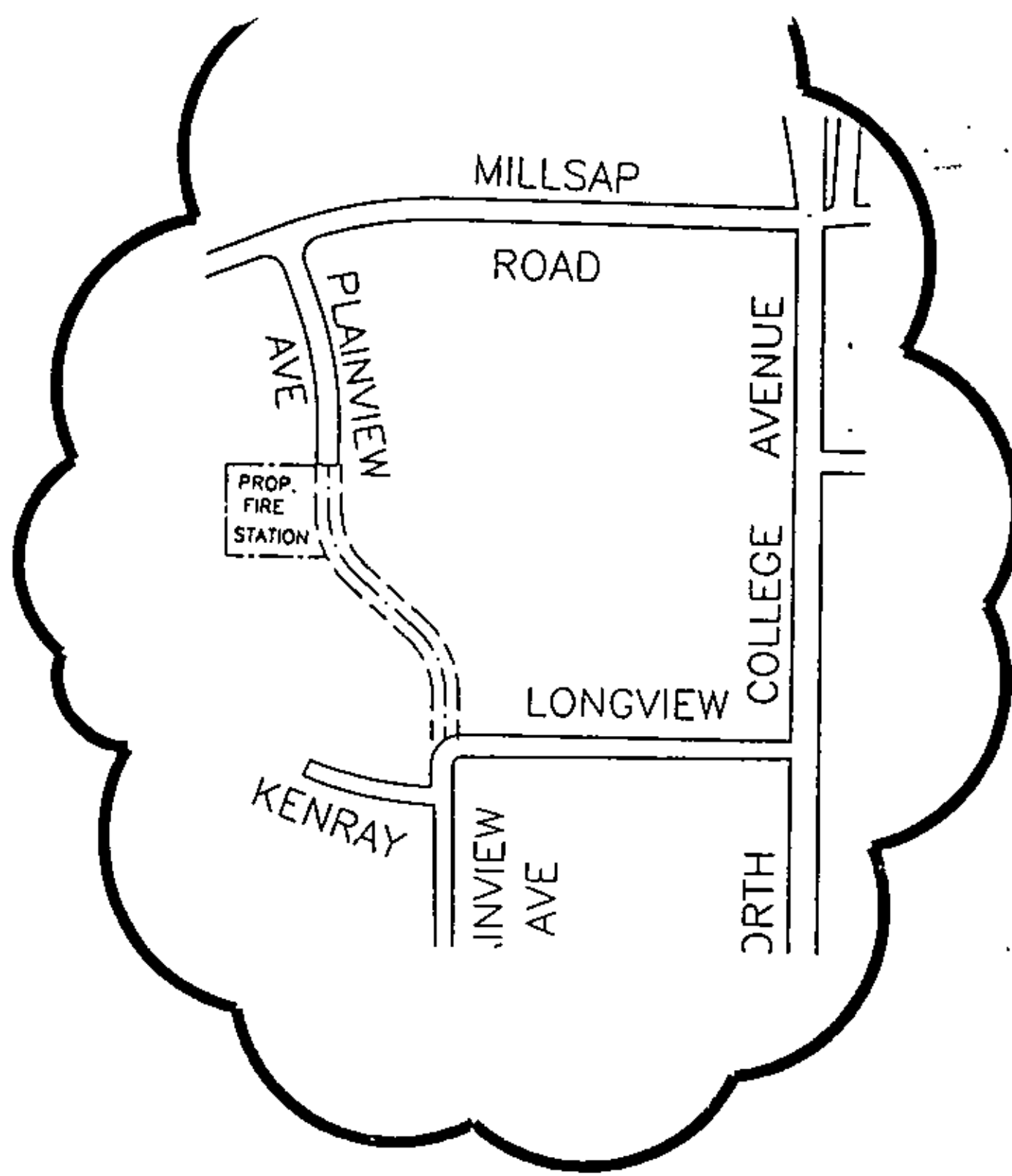
It is the recommendation of the Staff that the City Council approve the following:

- (1) Award of the construction contract to Jerry D. Sweetser, Inc. in the amount of \$146,339.00
- (2) A total project contingency of \$21,950 (15%).
- (3) The related Budget Adjustment.

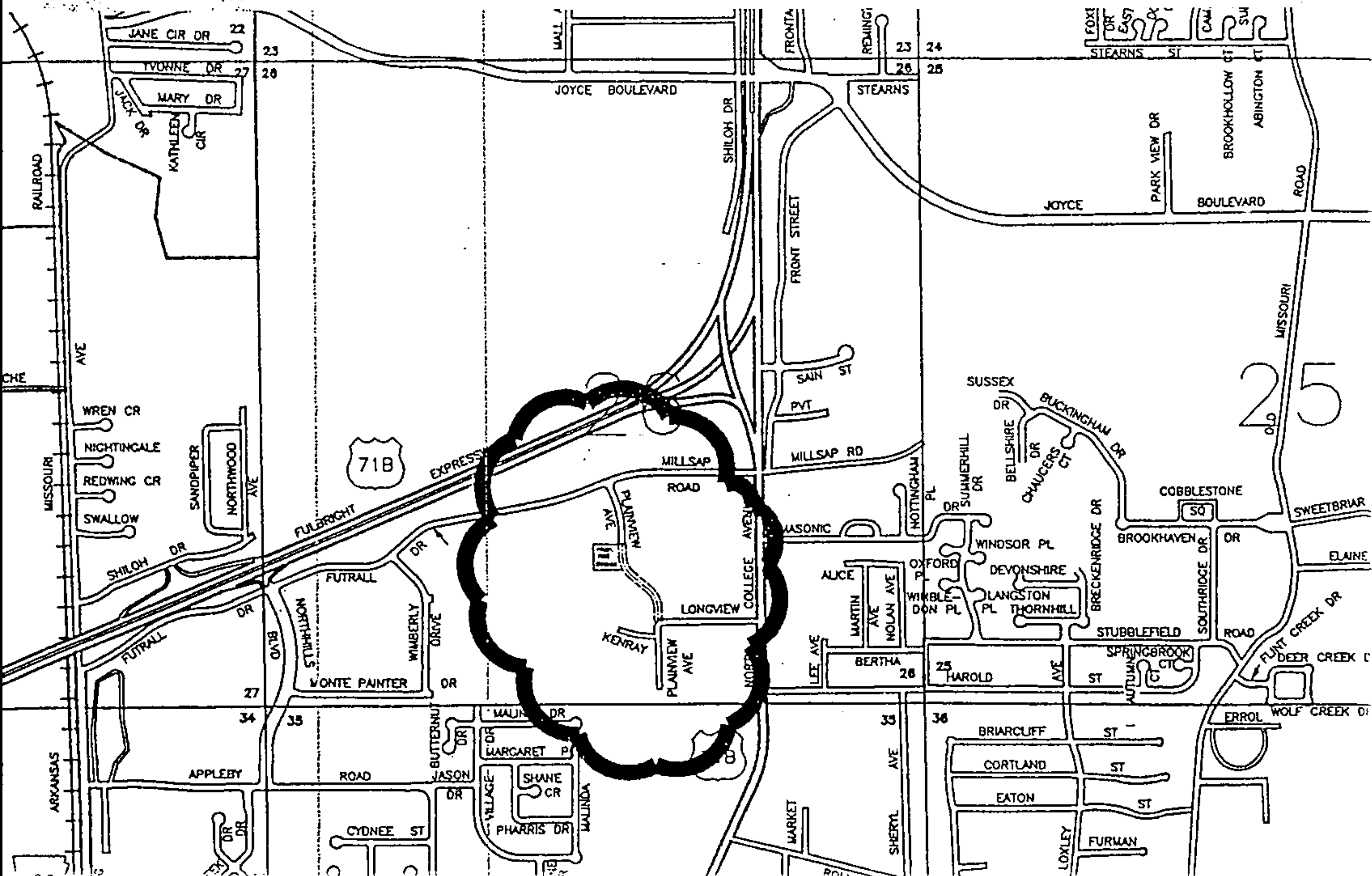
Sn/sn

Attachments: Budget Adjustment
Vicinity Map
Bid Tabulation Sheet
Copy of Contract

PLAINVIEW EXTENT I. C. 3



PROJECT LOCATION



**BID
OPENING**

Place Room 326

SUMMARY OF PROPOSALS RECEIVED

for: Plainview Street Extension Project

SHEET 1 OF 1

Computed by Sid Norbash

[illegible]

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

**PLAINVIEW EXTEN
I. C. 5**

Budget Year 1998	Department: Sales Tax Capital Improvement Fund Division: Program:	Date Requested 06/30/98	Adjustment #
---------------------	---	----------------------------	--------------

Project or Item Requested: Additional funding is requested for Plainview Avenue Improvements project.	Project or Item Deleted: Funding for this request is from Starr Drive and Street ROW /Intersection / Cost Sharing project.
--	---

Justification of this Increase: The project bid was within the project budget however, funding is needed for a construction contingency.	Justification of this Decrease: Starr Drive is completed and the funds remain after all project costs have been paid. Sufficient funds remain in the Street ROW/ Intersection /Cost Sharing to meet current year requirements.
---	---

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Street Improvements	20,097	4470 9470 5809 00	98031 20

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Street Improvements	9,002	4470 9470 5809 00	97086 20
Street Improvements	11,095	4470 9470 5809 00	98033 20

Approval Signatures

	6-30-98
Requested By	Date
	6-30-98
Budget Coordinator	Date
	7-1-98
Department Director	Date
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type: A B C D E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category Log _____

AGREEMENT

BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the 21st day of July,
in the year 1998 by and between the City of Fayetteville,
Arkansas (hereinafter called OWNER) and Jerry D. Sweetser, Inc.
(hereinafter call CONTRACTOR).

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

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in
the Contract Documents. The Work is generally described as
follows:

Project - Plainview Street Extension

Demolition of existing concrete curb and gutter and drainage
ditch and structures, asphalt sidewalk and pavement, various
trees and other miscellaneous items; construction of asphalt
pavement with associated earthwork and base material;
construction of concrete curb and gutter, concrete sidewalk,
concrete access ramps, construction of
reinforced , drop inlets, reinforced
concrete pipe, and drainage ditches; pavement markings and
signage, and all items indicated in the Drawings and
Specifications.

Article 2. ENGINEER.

The Project has been designed by

City of Fayetteville Engineering Dept.
113 W. Mountain
Fayetteville, Arkansas 72701

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

Article 3. CONTRACT TIME.

3.1 The Work will be substantially completed within 100 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 100 calendar days after the date when the Contract Time commences to run.

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

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the following Schedule of Values pursuant to paragraphs 4.1 and 4.2 below:

PLAINVIEW EXTENT

I. C. 8

- 4.1 for all Work other than Unit Price Work, an amount equal to the sum of the established lump sums for each separately identified item of Lump Sum Work; and
- 4.2 for all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2.

PAYMENT ITEMS

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED
		SEE BID PROPOSAL			

TOTAL BASE BID

\$ 146,339.00

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES

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

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided in paragraphs 5.1.1., 5.1.2, 5.1.3., and 5.1.4 below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions and based on the number of units completed in the case of Unit Price Work or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

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

100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.7 of the General Conditions. That is, if any such items are setup for that type payment in the Specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98 percent of the Contract Price (with the balance of 2 percent being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

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

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

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

6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions.

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

6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Agreement (pages 1 to 9 , inclusive).
- 7.2 Performance and Payment Bonds, (Exhibits A and B respectively).
- 7.3 Certificate of Insurance, (Exhibit C).
- 7.4 Documentation submitted by CONTRACTOR prior to Notice of Award (Exhibit D).
- 7.5 General Conditions (pages 1 to 42, inclusive and Exhibit GC-A pages 1 to 2, inclusive).
- 7.6 Supplementary Conditions (pages 1 to 17, inclusive).
- 7.7 Specifications consisting of Divisions 1 through 16 as listed in table of contents thereof.
- 7.8 Addenda numbers 1 to 1, inclusive.
- 7.9 Drawings (not attached hereto) consisting of a cover sheet and sheets numbered 1 through 16, inclusive with each sheet bearing the following general title:

Plainview Street Extension Project
- 7.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: (none)
 - 7.10.1 Notice to Proceed
 - 7.10.2 All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 8. MISCELLANEOUS.

8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

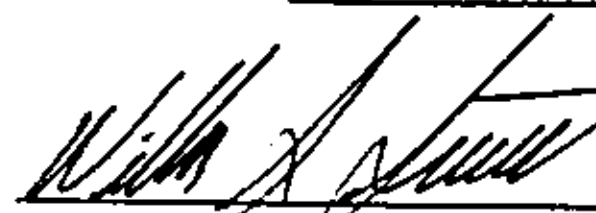
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in quadruplicate. One counterpart each has been delivered to OWNER and ENGINEER, and two counterparts have been delivered to CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on July 21, 1998 (which is the Effective Date of the Agreement).

OWNER: City of Fayetteville

CONTRACTOR: JERRY D. SWEETSER, INC.

By: _____
Mayor Fred Hanna

By:  **WILLIAM G. SWEETSER**

PRESIDENT

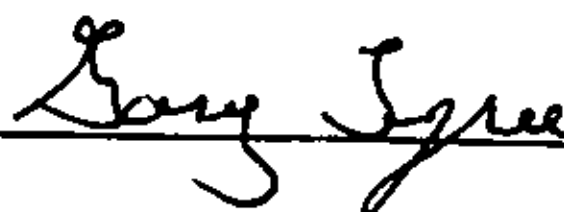
Title

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Address for giving notices

Attest  Gary Tyree

Address for giving notices

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

License No.

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign)

STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of July 21st, 1998

FROM:

Peggy Vice Purchasing Administrative Services
 Name Division Department

ACTION REQUIRED: Approve contract to Xerox Corporation to lease three copy machines to replace existing copy machines currently under lease from Xerox.

COST TO CITY:

Contract for 36 Months.

\$94,366.80 \$282,001 (1998 Amounts) Office Supplies and Printing
 Cost of this Request Category/Project Budget Category/Project Name

Object code 5200.00 \$139,522 (1998 Amounts) All Programs
 Account Number Funds Used To Date Program Name

None \$142,479 (1998 Amounts) All Funds
 Project Number Remaining Balance Fund

BUDGET REVIEW: X Budgeted Item _____ Budget Adjustment Attached

[Signature] _____
 Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marilyn [Signature] 7-6-98 [Signature] 7-6-98
 Accounting Manager Date Internal Auditor Date
[Signature] 7-2-98 _____
 City Attorney Date ADA Coordinator Date
P Vice 7-2-98
 Purchasing Officer Date

STAFF RECOMMENDATION:

Staff recommends approval.

P Vice 7-2-98
 Division Head Date

Cross Reference

_____ _____
 Department Director Date

New Item: Yes No

BRN 7/7/98
 Administrative Services Director Date

Prev Ord/Res #: _____

[Signature] 7/7/98
 Mayor Date

Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Fred Hanna & City Council Members

THRU: Ben Mayes, Administrative Services Director

FROM: Peggy Vice, Purchasing Manager *PV*

DATE: July 2nd, 1998

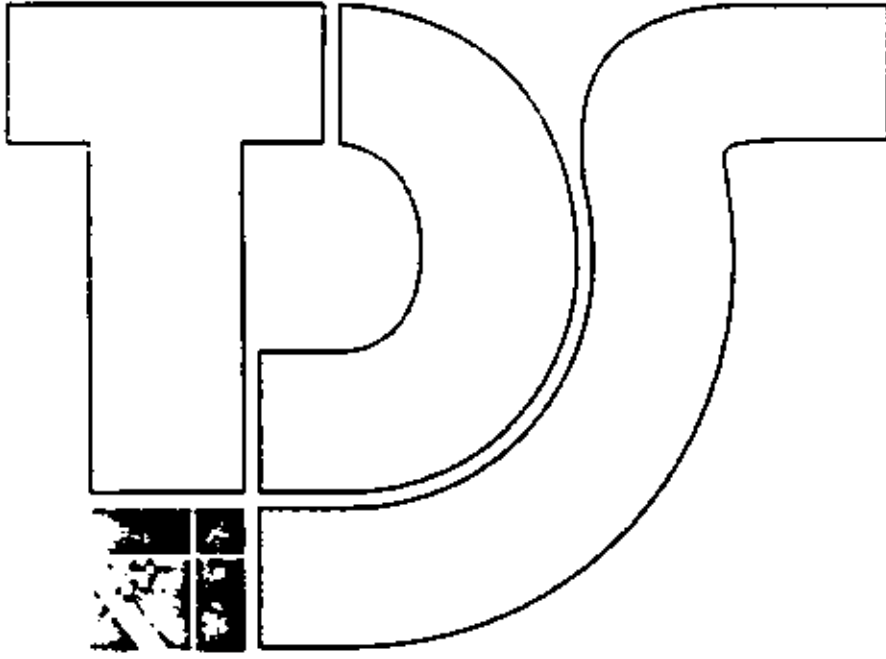
RE: Copiers-Lease Contract Approval

Staff recommends approval of a contract with Xerox Corporation to lease three Xerox copiers for a period of thirty six months (36) at \$2,621.30 per month plus applicable sales tax. This lease payment includes all supplies and maintenance.

The City routinely produces large copy jobs for City Council agendas, Planning Commission agendas, preparation of monthly financial reports, etc. The machines currently under lease are not adequate to meet the City's needs. We have had a lot of downtime in the last few months and Xerox has worked with staff and proposed to cancel the existing lease contract and provide three different copiers better engineered to fit our needs. The machines proposed are on the State of Arkansas's State Copier Lease Contract and as a cooperative member of that organization the City is able to lease from the State's bid prices. This will save the City approximately 7% over the existing lease.

Copies are budgeted in each City division's budget and cost is allocated according to the number of copies that division makes.

Staff recommends approval.



May 29, 1998

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

Dear Peggy:

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

1. Replace existing 3-5365's, serial numbers 6w6303581, 6w6303200, 6w6305948 with 3 Xerox copiers off the State of Arkansas contract. (2-5385's and 1-5352)
2. Forgive any and all remaining balances on current 3-5365's lease and service contracts.
3. Settle any outstanding copy credits due off the 5365 contract.
4. Replace the currently installed Richo 6750 with Xerox 5352 off the State of Arkansas contract.

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

Tim Stanley
President - TDS, Inc.

City of Fayetteville

Date

6/1/98

Date

Approved
6/1/98

**SIGN
& DATE**



LEASE AGREEMENT

Customer's Legal Name (Bill to) City of Fayetteville
Name Overflow (if needed) _____
Street Address 113 W. Mountain
Box#/Routing _____
City, State Fayetteville AR
Zip Code 72201
Tax ID# _____

Check all that apply

- ☐ Tax Exempt (Certificate Attached)
☐ Assoc./Coop. Name: _____
☒ Negotiated Contract #: State of AR Contract # T-97-1303
☐ Attached Customer P.O. #s: _____ Supplies: _____
Lease: _____
☒ State or Local Government Customer
Int. Rate: _____ % Total Int. Payable: \$ _____

Customer Name (Install) same
Name Overflow (if needed) _____
Installed at Street Address _____
Floor/Room/Routing _____
City, State _____
Zip Code _____
County Installed In Washington
Customer Requested Install Date 06/29/98

☐ Replacement/Modification of Prior Xerox Agreement

Agreement covering Xerox Equipment Serial# (or 95#): _____

is hereby ☐ modified. ☐ replaced. Effective Date: / /

Comments: _____

Lease Information

Lease Term: 36 months☒ Supplies included in Base/Print Charges☐ Refin. of Prior Agm't.: ☐ Xerox (95#) _____ ☐ 3rd Party Eq.

Amt Refin: \$ _____ Int Rate: _____ % Total Int. Payable: \$ _____

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interm	Cust Install
<u>5385 DRAIN</u>	<u>\$ FMV</u>	\$	☐	☐	☐
	\$		☐	☐	☐
	\$		☐	☐	☐
	\$		☐	☐	☐
	\$		☐	☐	☐

\$ 1150.00 : MINIMUM MONTHLY LEASE PAYMENT (excl. of applic. taxes)

Price Information

☐ Adjustment Period

Period A - Mos. Affected:			
Monthly Base Charge	\$ <u>1150.00</u>	Monthly Base Charge	\$
Print Charge Meter 1:	<u> / / </u>	Print Charge Meter 1:	<u> / / </u>
Prints 1 - <u>100,000</u>	\$ <u>0</u>	Prints 1 -	\$
Prints <u>100,001 - ∞</u>	\$ <u>.0115</u>	Prints -	\$
Prints -	\$	Prints -	\$
Print Charge Meter 2:	<u> / / </u>	Print Charge Meter 2:	<u> / / </u>
Prints 1 -	\$	Prints 1 -	\$
Prints -	\$	Prints -	\$

Period B - Mos. Affected:	
Monthly Base Charge	\$
Print Charge Meter 1:	<u> / / </u>
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	<u> / / </u>
Prints 1 -	\$
Prints -	\$

Mo. Min.# of Prints
(based on Meter 1 Print Charges): _____Mo. Min.# of Prints
(based on Meter 1 Print Charges): _____Mo. Min.# of Prints
(based on Meter 1 Print Charges): _____☐ Purchased Supplies ☐ Cash ☐ Financed ☐ Contract#

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

☐ Application Software

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

☐ Trade-In Allowance Final Principal Payment#

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

Total Allowance Applied to: ☐ Trade-In Equipment Balance: \$ _____
☐ Price of Remaining Equip: \$ _____☐ K-16 Billing
Suspension

(check 1 as required)

Months affected

☐ June only☐ July only☐ August only☐ June - July☐ July - August

Additional Options (check all that apply)

☐ Run Length Plan ☐ Fixed Price Plan☐ Per-Foot Pricing☐ Extended Service Hours:

Description: _____ /\$ _____ mo.

☐ Comp. Replacement Program: \$ _____☐ Attached Addenda

form# _____ () form# _____

Agreement Presented By:

Name Tim Stanley

Xerox Corporation - Acceptance By:

Name _____

Signature _____

Customer:

Name _____

Phone _____

Title _____

Date _____

Signature _____

LEASE AGREEMENT

Customer's Legal Name (Bill to) City Fayetteville
 Name Overflow (if needed) 6113 W. Mountain
 Street Address FAYETTEVILLE
 Box#/Routing AR
 City, State 72701
 Zip Code 72701
 Tax ID#

Check all that apply
☐ Tax Exempt (Certificate Attached)
☐ Assoc./Coop. Name:
☒ Negotiated Contract #: STATE OF AR Contract # T-97-1303
☐ Attached Customer P.O. #s: Supplies:
 Lease:
☒ State or Local Government Customer
 Int. Rate: % Total Int. Payable: \$

Customer Name (Install) same
 Name Overflow (if needed)
 Installed at Street Address
 Floor/Room/Routing
 City, State
 Zip Code
 County Installed In Washington
 Customer Requested Install Date 06/29/98

☐ Replacement/Modification of Prior Xerox Agreement
 Agreement covering Xerox Equipment Serial# (or 95#):
 is hereby ☐ modified. ☐ replaced. Effective Date: 1/1/
 Comments:

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

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interm	Cust Install
<u>5385 DFIN</u>	<u>\$ FMV</u>	\$	☐	☐	☐
	\$		☐	☐	☐
	\$		☐	☐	☐
	\$		☐	☐	☐
	\$		☐	☐	☐

\$ 1150.00 : MINIMUM MONTHLY LEASE PAYMENT (excl. of applic. taxes)

Price Information

☐ Adjustment Period

Period A - Mos. Affected:			
Monthly Base Charge	\$ <u>1150.00</u>	Monthly Base Charge	\$
Print Charge Meter 1:	<u>100,000</u>	Print Charge Meter 1:	
Prints 1 - <u>100,000</u>	\$ <u>0.0115</u>	Prints 1 -	\$
Prints <u>100,001 - ∞</u>	\$	Prints -	\$
Prints -	\$	Prints -	\$
Print Charge Meter 2:		Print Charge Meter 2:	
Prints 1 -	\$	Prints 1 -	\$
Prints -	\$	Prints -	\$

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

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

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

☐ Purchased Supplies ☐ Cash ☐ Financed ☐ Contract#

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

☐ Application Software

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

☐ Trade-In Allowance Final Principal Payment#

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

Total Allowance Applied to: ☐ Trade-In Equipment balance: \$
☐ Price of Replacement Equip: \$

☐ K-16 Billing

Suspension (check 1 as required)
 Months affected
☐ June only
☐ July only
☐ August only
☐ June - July
☐ July - August

Additional Options (check all that apply)

☐ Run Length Plan ☐ Fixed Price Plan
☐ Per-Foot Pricing
☐ Extended Service Hours:
 Description: \$ mo.
☐ Comp. Replacement Program: \$
☐ Attached Addenda
 form# () form#

Agreement Presented By:

Name Tim Stanley
 Xerox Corporation - Acceptance By:
 Name
 Signature

Customer:

Name 1 Phone 501-575-8289
 Title
 Date
 Signature

COPY MACHINE

I. D. 6

THE DOCUMENT COMPANY
XEROX

Customer's Legal Name (Bill to)

City of Fayetteville

Name Overflow (if needed)

Street Address

113 W. Mountain

Box#/Routing

City, State

Fayetteville

AR

Zip Code

72701

Tax ID#

Customer Name (Install)

same

Name Overflow (if needed)

Installed at Street Address

Floor/Room/Routing

City, State

Zip Code

County Installed In

WASHINGTON

Customer Requested Install Date

06/29/98

Check all that apply

☐ Tax Exempt (Certificate Attached)☐ Assoc./Coop. Name:☒ Negotiated Contract #: State AR Contract # T-97-1303☐ Attached Customer P.O. #s: Supplies:

Lease:

☒ State or Local Government Customer

Int. Rate: % Total Int. Payable: \$

☐ Replacement/Modification of Prior Xerox Agreement

Agreement covering Xerox Equipment Serial# (or 95#):

is hereby ☐ modified. ☐ replaced. Effective Date: / /

Comments:

Lease Information

Lease Term: 36 months

☒ Supplies included in Base/Print Charges☐ Refin. of Prior Agm't.: ☐ Xerox (95#) ☐ 3rd Party Eq.

Amt Refin: \$ Int Rate: % Total Int. Payable: \$

Lease Payment Information

Product (with serial number, if in place equipment)	Purchase Option	Down Payment	Prev Install	Fin'l Interm	Cust Install
5352 DCAS	\$	\$	☐	☐	☐
	\$		☐	☐	☐
	\$		☐	☐	☐
	\$		☐	☐	☐
	\$		☐	☐	☐

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

Price Information

☐ Adjustment Period

Period A - Mos. Affected:			
Monthly Base Charge	\$ 321.30	Monthly Base Charge	\$
Print Charge Meter 1:		Print Charge Meter 1:	
Prints 1 - 27,000	\$ 0	Prints 1 -	\$
Prints 27,000 - ∞	\$.0119	Prints -	\$
Prints -	\$	Prints -	\$
Print Charge Meter 2:		Print Charge Meter 2:	
Prints 1 -	\$	Prints 1 -	\$
Prints -	\$	Prints -	\$

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

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

Mo. Min.# of Prints
(based on Meter 1 Print Charges):☐ Purchased Supplies ☐ Cash ☐ Financed ☐ Contract#

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

☐ Application Software

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

☐ Trade-In Allowance Final Principal Payment#

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

Total Allowance Applied to: ☐ Trade-In Equipment balance: \$
☐ Price of Replacement Equip.: \$☐ K-16 BillingSuspension
(check 1 as required)

Months affected

☐ June only☐ July only☐ August only☐ June - July☐ July - August

Additional Options (check all that apply)

☐ Run Length Plan ☐ Fixed Price Plan☐ Per-Foot Pricing☐ Extended Service Hours:

Description: / \$ mo.

☐ Comp. Replacement Program: \$☐ Attached Addenda

form# () form#

Agreement Presented By:

Name Tim Stanley

Xerox Corporation - Acceptance By:

Name

Signature

Customer:

Name

Phone

Title

Date

Signature

STATE OF ARKANSAS
INVITATION FOR BIDCOPY MACHINE
I. D. 7

BID NUMBER: T-97-1303

BUYER: TS TIM SMITHCOMMODITY: STATEWIDE CONTRACT
FOR COPIER LEASE

BID OPENING DATE: 05/13/97

DATE: APRIL 10, 1997

BID OPENING TIME: 1:00 PM

BID ENVELOPE SHOULD BE PROPERLY MARKED AS TO BID NUMBER, DATE AND HOUR OF BID
OPENING, AND BIDDER'S RETURN ADDRESS. BIDS MUST BE SUBMITTED TO STATE
PURCHASING ON OR BEFORE BID OPENING TIME AND DATE TO BE ACCEPTED.

ALL BIDS RECEIVED BY THIS OFFICE MUST BE SEALED.

IT IS NO LONGER NECESSARY TO RETURN "NO BIDS" TO OFFICE OF STATE PURCHASING.

MAILING ADDRESS:
OFFICE OF STATE PURCHASING
1509 W. 7th. St., 3rd. Floor
P. O. Box 2940
Little Rock, AR 72203BID OPENING LOCATION:
OFFICE OF STATE PURCHASING
1509 W. 7th St.
3rd Floor
Little Rock, AR

TELEPHONE NUMBER: (501) 324-9316

COMPANY NAME:

XEROX CORPORATION

NAME (TYPE OR PRINT):

LARRY P. O'CONNELL

TITLE:

ACCOUNT MANAGER

ADDRESS:

10, 801 EXECUTIVE CENTER DRIVE
LITTLE ROCK ARK 72211

TELEPHONE NO:

501-221-6600 FAX NO: 501-221-6606

BID MUST BE SIGNED IN INK. UNSIGNED BIDS WILL NOT BE CONSIDERED.

SIGNATURE:

Larry P. O'ConnellFAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID
REJECTION.

SOCIAL SECURITY NUMBER

OR

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

16-046-8020

BUSINESS DESIGNATION (CHECK ONE)

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP ☒ CORPORATION☐ PUBLIC SERVICE CORPORATION ☐ GOVERNMENTAL/NON-PROFIT

SENT BY: XEROX CORP OK/AR OTI : 6- 1-98 :11:24AM :
COPY MACHINE
I. D. 8

OTI XEROX OK/AR-

5015750770:# 3/18

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: T-97-1303

PAGE 2

GENERAL DESCRIPTION: Statewide Contract for Copier Leases 600-41 & 46

BUYER: TIM SMITH

TYPE OF CONTRACT: TERM

CONTRACT PERIOD: DATE OF AWARD THROUGH JULY 31, 1998.

INVOICE TO: ORDERING AGENCY

F.O.B.: ORDERING AGENCY

MINORITY BUSINESS POLICY:

IT IS THE POLICY OF THE STATE OF ARKANSAS THAT MINORITY BUSINESS ENTERPRISES SHALL HAVE THE MAXIMUM OPPORTUNITY TO PARTICIPATE IN THE STATE PURCHASING PROCESS. THEREFORE, THE STATE OF ARKANSAS ENCOURAGES ALL MINORITY BUSINESSES TO COMPETE FOR, WIN, AND RECEIVE CONTRACTS FOR GOODS, SERVICES, AND CONSTRUCTION. ALSO, THE STATE ENCOURAGES ALL COMPANIES TO SUBCONTRACT PORTIONS OF ANY STATE CONTRACT TO MINORITY BUSINESS ENTERPRISES.

DELIVERY: 30 Days after receipt of order, (except deliveries June 25-July 31 when 45 days will be allowed).

COPY MACHINE
I. D. 9

STATE OF ARKANSAS
OFFICE OF STATE PURCHASING
P. O. Box 2940
Little Rock, AR. 72203-2940

ADDENDUM

DATE: APRIL 18, 1997

TO: VENDORS LISTED

FROM: TIM SMITH, BUYER

SUBJECT: COPIER LEASE, T-97-1303

The following change(s) to the above referenced Invitation for Bid for Copier Lease, T-97-1303 (ALL STATE) have been made as designated below:

☒ CHANGE OF SPECIFICATION(S)
☐ ADDITIONAL SPECIFICATION(S)
☐ CHANGE OF BID OPENING TIME AND DATE
☐ CANCELLATION OF BID
☐ OTHER

PAGE #63 ITEM #25 SHOULD READ: "50-54 CPM PLAIN PAPER COPIER"

SPEED SHOULD READ: "50 COPIES/MINUTE (MINIMUM)"

FEATURES WILL INCLUDE AN LCC-(1000 SHT. MIN.) INSTEAD OF 2000 SHT. MIN.

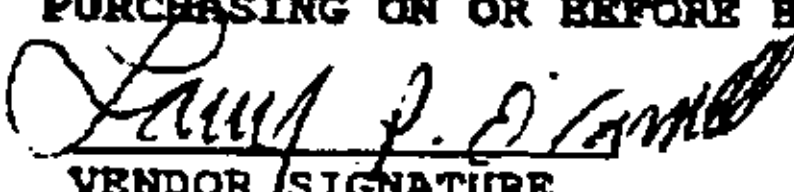
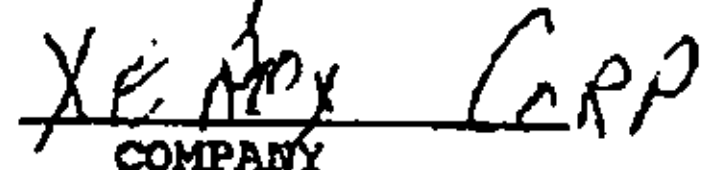
ATTACHED ARE NEW PAGES #63 AND 64 FOR ITEM #25.

THE BID OPENING TIME AND DATE WILL REMAIN THE SAME.

The specifications by virtue of this addendum become a permanent addition to Invitation for Bid T-97-1303. FAILURE TO RETURN THIS SIGNED ADDENDUM MAY RESULT IN REJECTION OF BID.

If you have any questions, contact the buyer at (501) 324-9316.

BID ENVELOPE SHOULD BE PROPERLY MARKED AS TO BID NUMBER, DATE AND HOUR OF BID OPENING AND BIDDERS RETURN ADDRESS. BID MUST BE SUBMITTED TO STATE PURCHASING ON OR BEFORE BID OPENING TIME AND DATE TO BE ACCEPTED.


VENDOR SIGNATURE5/12/97
DATE
COMPANY

COPY MACHINE

I. D. 10

STATE OF ARKANSAS
INVITATION FOR BID

T-97-1303

PAGE 3

EXEMPTIONS, EXCEPTIONS AND ELIGIBILITY

All state agencies having an Agency Purchasing Official, including Colleges and Universities, Arkansas Highway and Transportation Department, Game and Fish Commission, and all Constitutional Officers are exempted from the requirement that they purchase from this contract. This does not prevent their use of the contract if they choose.

Other agencies may request exceptions to this contract, in writing, on a case by case basis, with justification for the exception. Any exception will be granted in writing and the Office of State Purchasing will handle the procurement under normal purchasing procedures.

Arkansas Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain not-for-profit corporations, etc.) may participate in state purchasing contracts. The contractor(s) therefore agree(s) to sell to Cooperative Purchasing Program participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within the Invitation for Bid must be equally applied to such participants. Cooperative Purchasing Participants will handle their own payments and renewals.

TYPE OF CONTRACT: LEASE ONLY, (no purchases or purchase options)

Master contract will be for leases with full cover maintenance and copier supply contracts and will be for a period to run from Date of award through July 31, 1998. Bid price must be firm for the contract period stated above. Individual contracts for machines ordered from this contract will run for one year from date of installation for Section 1 machines, and three years from date of installation for Section 2 machines. All contracts in Sections 1 & 2 are renewable for up to five years total life of contract. Contracts with State agencies must be renewed by the Office of State Purchasing in accordance with the original terms of the contract upon mutual agreement, in writing, from the using agency and the awarded vendor, on a yearly basis. No contract will automatically renew and, absent a written agreement to renew from the Office of State Purchasing, all State contracts will automatically expire on their ending date. There will be no price increases for the renewal periods.

TERMS AND CONDITIONS

Bids must be signed in ink by an official authorized to bind the bidder to the resultant contract.

If the bidder submits standard terms and conditions with his bid, and if any section of those terms is in conflict with the laws of the State of Arkansas or the terms and conditions of the Invitation for Bid, then the State's laws and the terms and conditions shall govern. Standard terms and conditions submitted may need to be altered upon mutual agreement to adequately reflect all of the conditions of this Invitation and Bidder's response.

AWARD AND ADMINISTRATION

The Director of the Office of State Purchasing will be responsible for the award and administration of the contract.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: T-97-1303

PAGE 4

CONTRACT GUIDELINES

Bidders should note the following in regard to the State's contracting authority, and amend any documents accordingly. Failure to conform to these standards may result in rejection of bid.

A. The State of Arkansas may not contract with another party:

1. To lease any equipment for a period of time which continues past the end of a fiscal year unless a term of the contract allows cancellation by the State upon 30 days written notice whenever there are no funded appropriations for the equipment.
2. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent year of a multi-year contract, the contractor may be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the commodities or services delivered under the contract. No other termination charges shall be authorized.
3. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
4. To indemnify and defend that party for any liability and damage; however, the State may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment and reimburse that party for the loss caused solely by the State's use or possession (this is the only form of indemnification to which the State can agree);
5. Upon default, to pay all sums to become due under a contract.
6. To pay damages, legal expenses or other costs and expenses of any party.
7. To continue a contract once the equipment has been repossessed.
8. To conduct litigation in a place other than Pulaski County, Arkansas.
9. To agree to any provision of a contract which violates the laws or Constitution of the State of Arkansas.

B. A party wishing to contract with the State of Arkansas should:

1. Remove any language from its contract which grants to it any remedies other than:
 - The right to possession;
 - The right to accrued payments;
 - The right to expenses of deinstallation;
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excepted;
 - The right to recover only amounts due up to the point of repossession and any unamortized nonrecurring costs as allowed by the Arkansas Claims Commission;

COPY MACHINE

I. D. 12

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: T-97-1303

PAGE 5

- *****
2. Include in its contract that the laws of the State of Arkansas govern the contract;
 3. When in a bidding situation, acknowledge in its contract that contracts become effective when awarded by the State of Arkansas.
 - C. The State of Arkansas may contract with another party:
 1. To accept the risk of loss of the equipment and pay for destruction, loss or damage to the equipment while the State has such risk, when the extent of the liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the State to carry insurance for such risk.
 - D. IN THE EVENT OF CONTRACTOR OR VENDOR DEFAULT THE STATE WILL NOT BE LIABLE FOR ANY REMOVAL CHARGES.

CRITERIA FOR AWARD

Award will be based on adherence to copier specifications, total cost per copy, (which will be based on the formula included with each bid item), and availability of trained service .

Maintenance of equipment must be provided by successful bidder during contract term. Bidder may show this cost separately on a monthly basis or include such cost in monthly payment for said equipment. Prices must be firm for contract period. Monthly billing for maintenance will be paid in arrears.

INDIVIDUAL COUNTY AWARDS/MULTIPLE AWARDS

To enable small vendors to compete, award will be on a county by county basis for all 75 counties. Vendors are encouraged to bid only those counties for which they can reasonably provide service and response as required in the bid. Ordering agencies will choose only from those machines awarded for the county in which the machine will be located.

Contract award will be a multiple award with up to three different vendors for each item for each county. Multiple award contracts are those awarded to two or more bidders for the same or essentially similar items.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: T-97-1303

PAGE 6

INSTRUCTION TO BIDDERS

Bid price shall include delivery and set up of equipment in user location, instruction in operation, technical assistance, and operation manuals.

Bidder must be authorized dealer/manufacturer of copier bid, and must have certified service personnel. Failure to comply with this request may result in bid rejection. A copy of certification and authorization from the Manufacturer of the copier(s) bid is requested to be included with this bid and must be on file prior to award.

MAINTENANCE CHARGES WILL BEGIN AFTER WARRANTY EXPIRATION.

On site response time is not to exceed eight (8) working hours after notification. Bidder must include mileage as part of this agreement. The state will not assume mileage costs on service calls. Downtime of machine in user location, due to service, should not exceed three hours; however, if service exceeds three hours agency must be furnished with a loaner machine of equal capability upon request. For the agency's records, service technician must leave a written explanation of what was done to the machine, what parts were replaced and when the service took place. Please bid only those counties which can be adequately covered to meet the above standard of service and response time.

In the event machine is removed from user location for repair, bidder will supply similar machine of equal quality and capability within eight (8) working hours.

Bidders are requested to submit technical and descriptive literature, with bid. Information submitted shall be sufficiently detailed to substantiate that product offered meets or exceeds specifications. Failure to comply with this request may result in bid rejection.

NAME AND ADDRESS OF SERVICE PROVIDER (show counties covered)

DAVID WILLIAMS (MER CUSTOMER SERVICE) Counties: ALL COUNTIES

10,801 EXECUTIVE CENTER DR

LITTLE ROCK AR 72211

(attach list
if different)

PHONE 501-221-6600

NOTE: Copier bid must accept recycled copier paper from state contract. All adjustments, costs etc. necessary for this requirement will be borne by successful vendor.

COPY MACHINE

I. D. 14

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: T-97-1303

PAGE 7

In the event that service will be provided by a designated dealer, bidder must supply a letter from the dealer stating dealer assumes all responsibility for the equipment specified in the Invitation for Bid. Designated dealers must have certified service technicians for the brand bid. Bidder must submit proof of authorization and certification of designated dealers service technicians with bid or have letters on file in the Office of State Purchasing, prior to award. Service personnel must be certified at the time of bid submission.

Failure to comply with the above requests for information, may result in bid rejection.

In the event a designated dealer fails to fulfill any contractual obligations, bidder will either assume or provide for such service at no additional cost or inconvenience to the using agency.

The recommended volume ranges for copiers bid as stated in factory literature or Dataquest "Spec Check" or Buyers Laboratory Inc., must coincide with the volume stated in this "Invitation for Bid". Machines will not be considered that are not rated for the volume stated herein.

CONTRACTS FOR LEASE/RENTAL ONLY

Used, re-manufactured or re-conditioned equipment may be offered when the Invitation for Bid is for a lease and does not contain a purchase option. The equipment offered must be re-conditioned to operating standards and specifications as recommended by the manufacturer. Equipment offered must be fully supported by the manufacturer for parts and technical assistance for the life of the lease.

Bidders may not use "refer to" language on items quoted, even if the model bid has been quoted elsewhere in the bid. Bidders may not refer to a bidder attached price list in lieu of the provided pricing sheets or copies thereof.

CONTRACT SUBSTITUTION APPROVAL

Substitutions may be temporary in nature and affect only one or two placements or may be for the duration of the contract and affect all machines ordered after the effective date. Substitutions must meet the minimum specifications listed in the IFB, unless the using agency has requested deductions, in which case the machine offered for substitution must meet all of the minimum specifications listed in the IFB minus the deducted function.

All substitutions for awarded contract items must be submitted in writing by the vendor to, and approved by, the Office of State Purchasing prior to delivery. Ordering agencies must have an opportunity to accept/reject the substitution of any machines listed on their original purchase request prior to delivery, as the using agency may elect to cancel the original purchase request.

COPY MACHINE

I. D. 15

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: T-97-1303

PAGE 8

UNUSABLE COPIES FACTOR

Copier equipment periodically experiences paper jams and malfunctions which cause unacceptable copy quality. These factors are not in the control of the machine operator, but are a noticeable expense. Copies made that are unacceptable and turned over to the service technician, shall be deducted from the machine's monthly copy count for payment. The number of such unacceptable copies shall be noted on the technician's service report for each service call. Also all copies produced in the course of maintenance and/or repair of a machine shall be considered as unusable copies and shall NOT be billed to the Agency. The number of such test copies shall also be noted on the service report for each service call. The monthly invoice must reflect the credit for the waste copies run during the month billed.

EXCESSIVE SERVICE CALLS

During the contract period, should any user originate five (5) service calls within 30 calendar days, or should any machine or components thereof reflect a cumulative downtime (defined as all time during which the copy machine including all components and options is not 100% operational at full capacity) of 16 working hours within a 30 day period, the Agency Director or designee, the State Purchasing representative and a Vendor representative will evaluate the reasons behind the situation. Determination of whether additional repairs and/or additional training and/or machine replacement is warranted will be made by the using agency and State Purchasing. The awardee will, within five (5) working days of receipt of the determination, fully implement the action(s) directed by the State, resolving the situation within 15 working days maximum or contract may be cancelled by the Office of State Purchasing.

TERMINATION

"In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the state without cause, at the end of the current biennial period. However, the state may agree to continue the contract but in no case will any renewal cause the contract to continue beyond a biennial period, for which the contract is renewed.

Any services or products on contract accepted by the state must be paid for but this does not obligate the state to continue the contract beyond the end of a biennial period."

COPY MACHINE

I. D. 16

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: T-97-1303

PAGE 9

SECTIONS

There are two sections to this contract. Section 1 (items 1-13) will be for one year leases with four yearly renewal options and Section 2 (items 14-33) will be for three year leases with renewal options for up to two more years.

MANDATORY USE OF BID FORM

Due to the necessity of tabulation of this bid in the computer, the use of this bid form or copies thereof is mandatory for pricing pages. Use of any other pricing entry method or offer sheets will result in rejection of items so offered.

SUPPLIES

Supplies, excluding paper and staples, for the copiers bid in sections one and two will be provided for the term of the contracts on a one price inclusive basis by the awarded bidder. There will be no escalation clause for renewals.

PRICE DECREASES

No decreases in awarded prices will be made by the Office of State Purchasing for 180 days after award of contract. Price decreases after this period will be made on written offer from awarded vendor. The price per awarded item/location will only be lowered once each four months thereafter.

SUMMARY REPORTS

Awarded vendors will be required to report on leases made by item number, brand and model, agency, county, and number of machines. All Cooperative Purchasing Program participation must be listed. This report must be sent to the Office of State Purchasing, no later than sixty days before contract expiration, to cover orders for the first three quarters of the contract.

A second report, covering orders for the entire period of this contract will be required no later than 30 days after contract expiration. Both reports should be sent to the attention of Tim Smith.

VARIABLE CHARGE CAP

The variable charge as listed on the pricing page for each item may not exceed bidder's cost per copy for this bid as calculated using the formula in the bid section for each item, rounded to four decimal places. The Office of State Purchasing reserves the right to adjust bidder's figures to meet the above maximum. A blank will be deemed the same as a \$0.00 cost for copies exceeding the requested quantity listed for each item in the bid.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: T-97-1303

PAGE 10

CLARIFICATIONS

RESPONSE TIME:

The amount of time (measured in working hours) it takes the vendor to arrive at the agency's copier to begin repairs after receiving the phone call from the agency.

DOWN TIME:

The amount of time (measured in working hours) that the machine is unable to function to meet the agency's needs.

WORKING HOURS:

Monday through Friday, 8 am - 5 pm, excluding State Holidays and weekends.

500 SHEET CAPACITY:

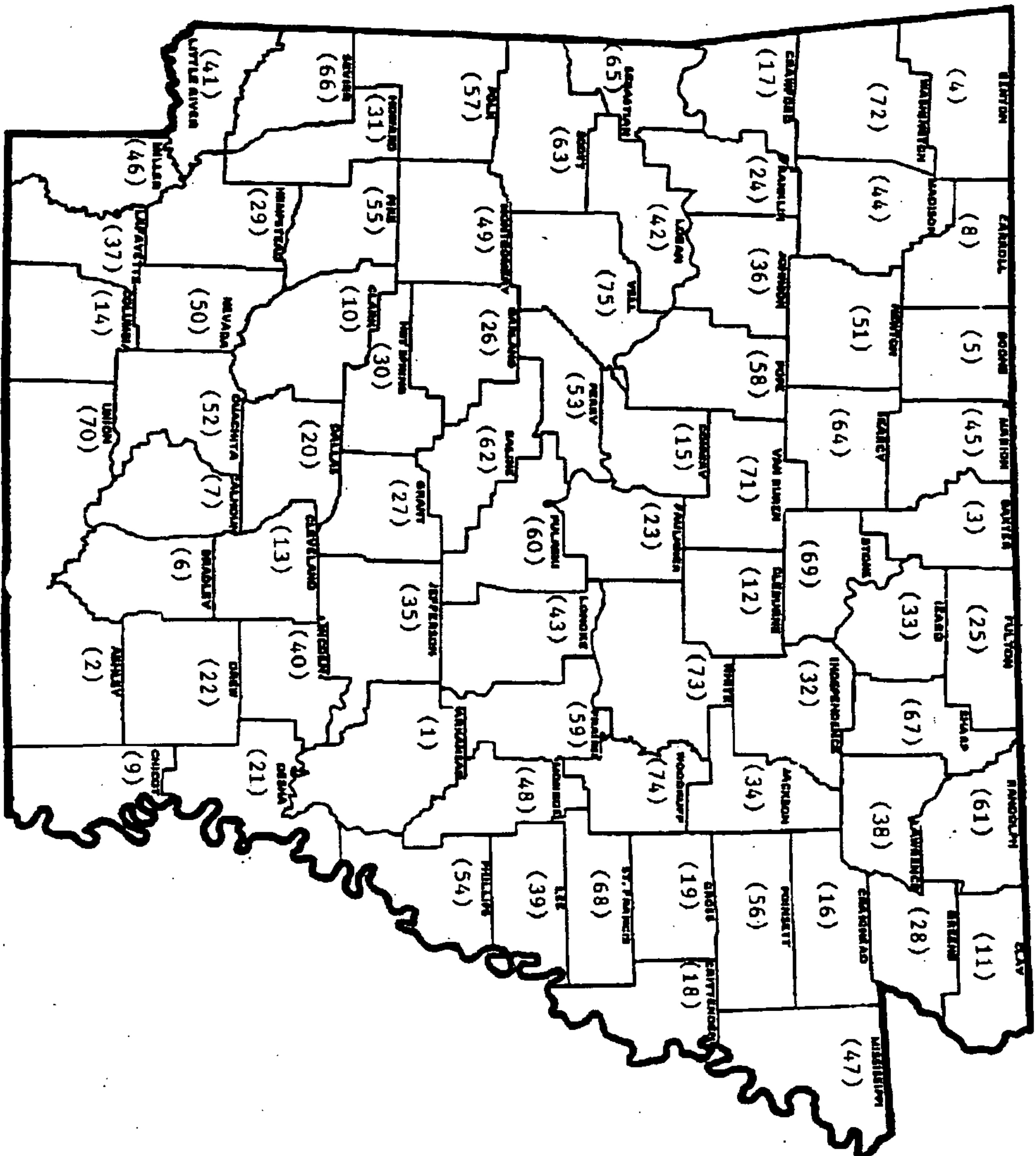
The State will accept 2 each 250 sheet drawers and an automatic drawer switching feature as equal. Optional features must be listed on bid form.

2000 SHEET CAPACITY:

The State will accept as equal 4 each 500 sheet drawers; or 2 each 500 sheet plus 1 each 1000 sheet drawer; or 2 each 1000 sheet drawers. Automatic drawer switching feature must be included. Optional features must be listed on bid form.

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[illegible]

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: T-97-1303

PAGE 12

SECTION 1: ONE YEAR LEASE WITH RENEWAL OPTIONS

This section will consist of items 1-13 to be awarded on a one year from date of delivery contract. Ordering agency will issue a purchase order for the item desired and show delivery location with the name and phone number of the contact person at that location. Vendor will not deliver a machine ordered from this contract outside the county for which that machine was awarded. Ordering Agency will choose their machine based on the number of copies per month included with that machine, features desired, and price per month, and contact the awarded vendor whose machine they select to arrange delivery.

Bidder will note the section with each item to indicate which counties are included at the price bid. If bidding different prices for different counties on the same item, make additional copies of pricing and information pages for each price/location change. If desiring to bid all counties at the same price, mark #76, the "all counties" item.

Ordering entities will be required to obtain surge suppressors for all machines leased and will be liable for losses due to fire and accidental damage.

MANDATORY USE OF BID FORM

Due to the necessity of tabulation of this bid in the computer, the use of this bid form or copies thereof is mandatory for pricing pages. Use of any other pricing entry method or offer sheets will result in rejection of items so offered.

NOTICE TO BIDDERS

Used, re-manufactured or re-conditioned equipment may be offered when the Invitation for Bid is for a lease and does not contain a purchase option. The equipment offered must be re-conditioned to operating standards and specifications as recommended by the manufacturer.

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STATE OF ARKANSAS
INVITATION FOR BID

BID NO: T-97-1303

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STANDARD TERMS & CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the Invitation For Bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids must be submitted to the Office of State Purchasing on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. Each bid should be placed in a separate envelope completely and properly identified. The bid must be typed or printed in ink. Late bids will not be considered under any circumstances. **SIGNATURE: FAILURE TO SIGN THE BID WILL DISQUALIFY IT. THE PERSON SIGNING THE BID SHOULD SHOW TITLE OR AUTHORITY TO BIND HIS FIRM IN A CONTRACT. THE SIGNATURE MUST BE IN INK.**
4. **PRICES:** Quote FOB destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the invitation for bid. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the invitation for bid.
5. **QUANTITIES:** The quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: T-97-1303

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7. **GUARANTY:** All items bid shall be newly-manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. If samples are not destroyed during reasonable examination they will be returned at bidders expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and net price should be shown in the bid.
12. **AWARD: Term Contracts:** A Contract Award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment against a term contract is authorized by the receipt of a Purchase Order from the ordering agency.
FIRM CONTRACTS: A written State Purchase Order mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified by agency.
13. **LENGTH OF CONTRACT:** The Invitation for Bid will show the period of time the term contract will be in effect.

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STATE OF ARKANSAS
INVITATION FOR BID

BID NO: T-97-1303

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- *****
14. **DELIVERY ON FIRM CONTRACTS:** The Invitation for Bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Purchasing has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Purchasing. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Backorders, default in promised delivery, or failure to meet specifications authorize the Office of State Purchasing to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Purchasing and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
18. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
19. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the Invitation for Bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to "Invoice To" point shown on the purchase order.
20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the FOB point properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the state harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

COPY MACHINE

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STATE OF ARKANSAS
INVITATION FOR BID

BID NO: T-97-1303

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22. **ASSIGNMENT:** Any contract entered into pursuant to this Invitation for Bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
24. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
25. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees as follows (a)the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin. (b)in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c)the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d)failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part;(e) the bidder will include the provisions of items (a)through(d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
26. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
27. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this Invitation for Bid, the bidder named on the front of this Invitation for Bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

AWARD FOR STATE-WIDE COPIER CONTRACT

T-97-1303

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ITEM #	C O U N T Y NAME	#	COST/ COPY	TOTAL COST	VENDOR NAME	BRAND MODEL #	NEW/ REMAN	OPTION PACKAGE REQUIRED	SPEED CPM	BASE COPIES	VAR. CHG.
20	Washington	72	.01358056	244.45	COPY SYSTEMS	TOSHIBA 9230		20BS	60	18000	.0130
20	Washington	72	.01380000	248.40	XEROX	XEROX 5343CAS		DADF, 20BS, RIC	43	18000	.0138
20	Washington	72	.01485833	267.45	COPY SYSTEMS	TOSHIBA 9240		20BSS	60	18000	.0140
20	Washington	72	.01541389	277.45	COPY SYSTEMS	TOSHIBA 4010		RADF, LCC, 20BS, PP, CONSOLE, ADU	40	18000	.0150
20	Washington	72	.01580278	284.45	COPY SYSTEMS	TOSHIBA 4550		RADF, LCC, 20BS, PP, CONSOLE	45	18000	.0150
20	Washington	72	.01747389	314.53	ROY'S OFFICE	CANON NP-6045	NEW	E1 SORTER	45	18000	.0175
21	Washington	72	.01060000	296.80	XEROX	XEROX 5343CAS		DADF, 20BS	43	28000	.0106
21	Washington	72	.01212321	339.45	COPY SYSTEMS	TOSHIBA 9230		20BS	60	28000	.0120
21	Washington	72	.01244464	348.45	COPY SYSTEMS	TOSHIBA 9240		20BSS	60	28000	.0120
21	Washington	72	.01348036	377.45	COPY SYSTEMS	TOSHIBA 4010		RADF, LCC, 20BS, PP, CONSOLE, ADU	40	28000	.0130
21	Washington	72	.01373036	384.45	COPY SYSTEMS	TOSHIBA 4550		RADF, LCC, 20BS, PP, CONSOLE	45	28000	.0130
21	Washington	72	.01444786	404.54	ROY'S OFFICE	CANON NP-6045	NEW	E1 SORTER	45	28000	.0144
22	Washington	72	.01447500	318.45	COPY SYSTEMS	TOSHIBA 9240		20BSS	60	22000	.0140
22	Washington	72	.01527273	336.00	RALPH CROY	KONICA 4045	REMAN	RADF, ADU, LCT, BASE, 20BSS	45	22000	.0153
22	Washington	72	.01650000	363.00	MINOLTA CORP	MINOLTA EP-4050	NEW	AFR-9, PF-202, AD-5, ST-206	45	22000	.0165
23	Washington	72	.01020000	357.00	XEROX	XEROX 5352CAS		DADF, 20BIN SORTER/FINISHER, RIC	52	35000	.0102
23	Washington	72	.01140000	399.00	RALPH CROY	KONICA 4045	REMAN	RADF, ADU, LCT, BASE, 20BSS	45	35000	.0114
23	Washington	72	.01209857	423.45	COPY SYSTEMS	TOSHIBA 9240		20BSS	60	35000	.0120
24	Washington	72	.01190000	321.30	XEROX	XEROX 5352CAS		DADF, 20BIN SORTER/FINISHER, RIC	52	27000	.0119
24	Washington	72	.01220185	329.45	COPY SYSTEMS	TOSHIBA 9240		20BSS	60	27000	.0120
24	Washington	72	.01549815	418.45	COPY SYSTEMS	MONROE 970DX		20BSS	70	27000	.0150
24	Washington	72	.01630000	440.10	MINOLTA CORP	MINOLTA EP-5050	NEW	ST-207	55	27000	.0163
25	Washington	72	.01022250	408.90	XEROX	XEROX 5352CAS		DADF, 20BIN SORTER/FINISHER, RIC	52	40000	.0087
25	Washington	72	.01183625	473.45	COPY SYSTEMS	TOSHIBA 9240		20BSS	60	40000	.0110
25	Washington	72	.01236125	494.45	COPY SYSTEMS	MONROE 970DX		20BSS	70	40000	.0120
25	Washington	72	.01325000	530.00	RALPH CROY	KONICA 7050	NEW	RADF, ADU, LCT, BASE, STACKER/STAPLER	50	40000	.0133
26	Washington	72	.01233676	419.45	COPY SYSTEMS	TOSHIBA 9240		20BSS	60	34000	.0120
26	Washington	72	.01436618	488.45	COPY SYSTEMS	MONROE 970DX		20BSS	70	34000	.0140
26	Washington	72	.01466029	498.45	COPY SYSTEMS	TOSHIBA 6550		20BSS	65	34000	.0140
26	Washington	72	.01480000	503.20	MINOLTA CORP	MINOLTA EP-5050	NEW	ST-207	55	34000	.0148
26	Washington	72	.01564706	532.00	RALPH CROY	KONICA 4155	REMAN	RADF, ADU, LCT, BASE, 20BSS, ATS	55	34000	.0156
27	Washington	72	.01100938	528.45	COPY SYSTEMS	TOSHIBA 9240		20BSS	60	48000	.0110
27	Washington	72	.01163438	558.45	COPY SYSTEMS	MONROE 970DX		20BSS	70	48000	.0110

AWARD FOR STATE-WIDE COPIER CONTRACT
T-97-1303

PAGE 33

ITEM #	C O U N T Y	NAME	#	COST/ COPY	TOTAL COST	VENDOR NAME	BRAND MODEL #	NEW/ REMAN	OPTION PACKAGE REQUIRED	SPEED CPM	BASE COPIES	VAR. CHG.
27	Washington		72	.01246771	598.45	COPY SYSTEMS	TOSHIBA 6550	REMAN	20BSS	65	48000	.0120
27	Washington		72	.01275000	612.00	RALPH CROY	KONICA 4155	NEW	RADF,ADU,LCT,BASE,20BSS,ATS ST-207	55	48000	.0128
27	Washington		72	.01310000	628.80	MINOLTA CORP	MINOLTA EP-5050			55	48000	.0131
28	Washington		72	.01147558	493.45	COPY SYSTEMS	TOSHIBA 9240		20BSS	60	43000	.0110
28	Washington		72	.01324302	569.45	COPY SYSTEMS	MONROE 1260DS		20BSS	60	43000	.0130
28	Washington		72	.01345233	578.45	COPY SYSTEMS	TOSHIBA 6550		20BSS	65	43000	.0130
28	Washington		72	.01380000	593.40	MINOLTA CORP	MINOLTA EP-6000	NEW	ST-207	60	43000	.0138
28	Washington		72	.01383721	595.00	RALPH CROY	KONICA 6090	REMAN	RADF,ADU,LCT,20BSS,BPT	60	43000	.0138
29	Washington		72	.00968571	678.00	RALPH CROY	KONICA 6090	REMAN	RADF,LCT,ADU,BPT,20BSS	60	70000	.0097
29	Washington		72	.01069214	748.45	COPY SYSTEMS	TOSHIBA 6550		20BSS	65	70000	.0100
29	Washington		72	.01110643	777.45	COPY SYSTEMS	TOSHIBA 9240		20BSS	60	70000	.0110
29	Washington		72	.01170643	819.45	COPY SYSTEMS	MONROE 1260DS		20BSS	60	70000	.0110
29	Washington		72	.01190000	833.00	MINOLTA CORP	MINOLTA EP-6000	NEW	ST-207	60	70000	.0119
30	Washington		72	.01196900	598.45	COPY SYSTEMS	MONROE 970DX		20BSS	70	50000	.0110
30	Washington		72	.01456000	728.00	RALPH CROY	KONICA 5370	NEW	RADF,ADU,LCC,20BSS,BPT	70	50000	.0146
30	Washington		72	.01474400	737.20	ROY'S OFFICE	CANON NP-6080	NEW	A1 S.S.	83	50000	.0147
31	Washington		72	.01104313	883.45	COPY SYSTEMS	MONROE 970DX		20BSS	70	80000	.0110
31	Washington		72	.01106250	885.00	RALPH CROY	KONICA 5370	NEW	RADF,ADU,LCC,20BSS,BPT	70	80000	.0111
31	Washington		72	.01159000	927.20	ROY'S OFFICE	CANON NP-6080	NEW	A1 S.S.	83	80000	.0116
32	Washington		72	.01229231	799.00	RALPH CROY	KONICA 5080	REMAN	RADF,ADU,LCT,20BSS	80	65000	.0123
32	Washington		72	.01241800	807.17	ROY'S OFFICE	CANON NP-6080	NEW	A1 S.S.	83	65000	.0124
32	Washington		72	.01355385	881.00	PREFERRED	CANON NP-6080	NEW	B1 SORTER	83	65000	.0130
33	Washington		72	.00983000	983.00	RALPH CROY	KONICA 5080	REMAN	RADF,ADU,LCC,20BSS	80	100000	.0098
33	Washington		72	.01087200	1087.20	ROY'S OFFICE	CANON NP-6080	NEW	A1 S.S.	83	100000	.0109
33	Washington		72	.01150000	1150.00	XEROX	XEROX 5385		RDN,FINISHER,RIC	80	100000	.0115

COPY MACHINE
I. D. 25

STAFF REVIEW FORM

YOUTH CENTER
I. E. 1

☒ Agenda Request
☐ Contract Review
☐ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF July 21, 1998

FROM:

Kevin Crosson

Public Works Director

Public Works

Name

Division

Department

ACTION REQUESTED:

Approval of funding request and budget adjustment by the Fayetteville Youth Center for a comprehensive planning study necessary for future facilities development

COST TO THE CITY:

\$79,800

Cost of this request

\$ - 0 - 0 -

Category/Project Budget

Parks & Recreation Improvements

Category/Project Name

4470-9470-5718-00

Account Number

\$ - 0 - 0 -

Funds used to date

Program Name

98090

Project Number

\$ - 0 - 0 -

Remaining Balance

Sales Tax Capital Improvements

Fund

BUDGET REVIEW:

☐ Budgeted Item

☒ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

Division Head

Date

Cross Reference

Department Director

Date

New Item: Yes No

Administrative Services Director

Date

Prev Ord/Res #

Mayor

Date

Orig. Contract Date:

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

FROM: Kevin Crosson, Director of Public Works 

DATE: July 1, 1998

SUBJ: *Fayetteville Youth Center Funding Request*

The Fayetteville Youth Center Board of Directors has requested that the City of Fayetteville contribute \$79,800 to assist with the funding of a comprehensive planning study that is a critical element to secure a significant facilities grant from the Reynolds Foundation. The Fayetteville Youth Center is a not-for-profit organization funded partially by the city, the Washington County United Way, private donations/contributions and membership dues.

In 1997, the Youth Center Board submitted a grant application to the Donald W. Reynolds Foundation for the renovation of the existing Youth Center. The Foundation denied the initial funding request, but they strongly encouraged the Fayetteville Youth Center to resubmit an application after completing a comprehensive needs study. The Foundation has committed \$62,500 towards that study. New Solutions was selected to prepare the extensive planning document, which is to include the following elements:

- a. a strategic plan to provide a blueprint for FYC's future programming and operations;
- b. a facilities master plan that would translate program and operational needs into a comprehensive physical concept for meeting the needs of the community; and
- c. an institutional development plan that is to outline the future course of FYC's resource development.

The total cost for the study, including the three elements identified above, was quoted at \$157,300. Funding for the project is identified as follows:

Reynolds Foundation Grant	\$62,500
FYC Endowment	15,000
City of Fayetteville	79,800

Staff recommends that the City approve the contribution and the attached budget adjustment to the Fayetteville Youth Center for the completion of this study. There are a number of reasons why this is an important funding issue. First, the facility itself is in serious need of a major renovation, and if grant funding is secured, tax dollars - in the long run - will be saved. The Youth Center facility has reached the age where significant renovations and modifications would be necessary to continue its

use for the next 10-20 years. The current facility was completed in 1960 for a total cost of \$110,000. The indoor pool was added to the center in 1966 for \$140,000, and renovated in 1991 for ~\$800,000.

Secondly, it is in the City's best interest to support the Fayetteville Youth Center as an important independent operation that the City would be **fully** financing if they were not in existence. The City's partnership with the Youth Center is over thirty years old, and serves a very important role in the development of Fayetteville's youth. FYC serves on average over 1,000 youths per week with traditional recreation activities, and outreach programs, such as summer day camp, summer hot lunch, and latchkey, serve an additional 500 youths.

Members of the Youth Center board and staff will be available at both the agenda session and council meeting to answer any questions you might have. Should you have any questions prior to the meetings, feel free to call me at 575-8330. Thank you.

YOUTH CENTER
I. E. 4

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year 1998	Department: Salkes Tax Capital Improvement Fund Division: Program:	Date Requested 06/30/98	Adjustment #
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Project or Item Requested:
Funding is requested to provide a grant match for the Fayetteville Youth Center.

Project or Item Deleted:
None. A portion of the Parks Maintenance Complex funding is proposed for this adjustment.

Justification of this Increase:
The Fayetteville Youth Center has requested the City to provide \$79,800 for a grant match. The grant and grant match is to provide funding to perform a needs study for the Fayetteville youth Center. The needs study is a requirement of the granting foundation before a grant to construct a new youth center can be approved.

Justification of this Decrease:
The project will be reassessed to determine if additional funds are needed in future years.

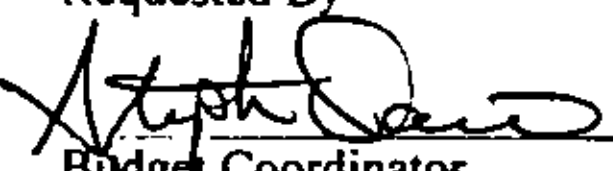
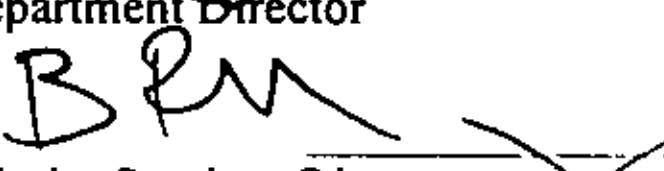
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Transfer to Youth/ Adult Center	79,800	4470	9470	5718	00	98090	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Building Costs	79,800	4470	9470	5804	00	97019	20

Approval Signatures

Requested By 	Date 6-30-98
Budget Coordinator 	Date 2 JUL 98
Department Director 	Date 7-2-98
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 _____

A Future for FYC



A proposal for developing a comprehensive plan that will guide
future development of the Fayetteville Youth Center..



New Solutions
2003 Archer Drive
Fayetteville, AR 72701
501-587-1463
501-444-0845
October 24, 1997

New Solutions

YOUTH CENTER
I. E. 6

2003 Archer Drive
Fayetteville, AR 72701

~~YOUTH CENTER~~
Phone 587-1463
Fax 444-0845

October 23, 1997

Mr. Dale Clark
Executive Director
Fayetteville Youth Center
915 California Drive
Fayetteville, AR 72701

Dear Mr. Clark,

I am pleased to submit New Solution's response to the Fayetteville Youth Center's Request for Proposals. Our firm is pleased to be among the group of consultants you will be considering. The New Solution consultants who will work on the FYC project have a combined total of over 35 years planning experience.

Dr. Jacqueline New has worked directly with non-profits and planning for more than 20 years. As Senior Program Officer for the Winthrop Rockefeller Foundation for 14 years, she facilitated the development of scores of long-range plans. For example, Dr. New facilitated the development of the state of Arkansas' long-range educational technology plan. She has also helped foundations, schools and non-profits design programs aimed at meeting the needs of youth. In fact, she is co-author of a book documenting case studies of ten at-risk youth programs.

Ms. Susan Anders, our Master Facilities Planner, has over 15 years of experience as a designer and architect. Most recently, she has been a Senior Project Director at a large architectural firm in Orlando, FL., with offices in Ft. Myers, FL., Charlotte, NC., Indianapolis, IN, and Ft. Wayne, IN. In this capacity she has been responsible for the multioffice direction and management of a \$250 mil. building project with 25 sites in the eastern United States.

We view the opportunity to work with Fayetteville Youth Center's board and staff as an exciting opportunity. The potential for helping an organization, with long standing service to children, plan its future is especially appealing. As a Fayetteville business, our firm has a vested interest in our city and our youth.

New Solutions realizes that FYC's board and staff are busy people with full agendas. We also know that organizational planning, if it is to be effective, requires significant input from staff and board as well as other stakeholders. In our proposal we have outlined planning processes that will respect stakeholder time yet provide ample opportunity for stakeholder input. Simply put, our planning processes will minimize the time requirement while maximizing the input.

Our proposal follows the RFP guidelines and therefore, contains no addendum. However, we would be happy to provide copies of full resumes, or other additional information, upon request. Additionally, we would be happy to respond to questions by phone or at an arranged meeting.

We look forward to hearing from you .

Sincerely,


Jacqueline Cox New

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New Solutions is a relatively young firm dedicated to helping non-profit organizations, such as the Fayetteville Youth Center, develop creative and practical solutions to complex problems. While the firm is young, the firm's President, Dr. Jacqueline New, has over twenty years of experience working with non-profits and strategic planning. As Senior Program Officer for education and President of the Winthrop Rockefeller Foundation in Little Rock, AR, she provided technical assistance to non-profits and schools across Arkansas. In these capacities she was responsible for developing strategic plans for the education grant program and for coordinating the development of the Foundation's comprehensive long-range plan. Additionally, Dr. New facilitated the development of the state of Arkansas' long-range educational technology plan. Prior to her tenure with the Foundation, she served as Director of the Annual Fund and Assistant Director of Development at Potsdam College, Potsdam, N.Y. At Potsdam, she provided leadership for the development of a capital campaign and initiated successful annual fund strategies. During the past 12 months, five clients have contracted with Dr. New for assistance with program planning, program evaluation and donor identification. Clients include the Walton Family Foundation, Mary Reynolds Babcock Foundation, Southern Development Bancorporation, and Ohio State Department of Education.

References include:

Mr. Walter Smiley
President
Smiley Investments
Little Rock, AR
501-219-2922

Dr. Willard Gatewood
Professor of History
University of Arkansas
Fayetteville, AR
501-521-3406

Dr. Gayle Williams
President
Mary Reynolds Babcock Fdn
Winston Salem, NC
910-748-9222

Ms. Susan Anders will lead the master facilities planning of the FYC project. She has over 15 years of experience as a designer and architect. Starting with interior space planning and facilities' programming some sixteen years ago, Ms. Anders has expanded that experience to complex sets of issues in MasterPlanning and applied these skills to a variety of facility types. Clients include: Fortune 500 companies, private developers and a wide range of public and non-profit organizations. Building types include: universities, campus design, pharmaceutical companies, manufacturing facilities, research facilities, churches, and office buildings.

Her approach to MasterPlanning, facility analysis, programming, and concept documentation responds to dynamic and functional problems directly affecting people and community. Satisfying human environments is rarely accidental and cannot be achieved by facility design alone. They are the successful relationship between client and planner. Due diligence for both site and building, comprehensive facility goal setting, planning efficiencies, operating economies, spatial adjacencies, team communication and relationship building with all the represented groups must translate into a quality facility for broad community use. Our team objective is to arrive at a comprehensive concept stated in a series of facility goals integrated with a facility plan that have both aesthetic and functional relevance. Most recently, she has been a Senior Project Director at a large Architectural firm in Orlando, FL with offices across the country. In this capacity, she has been responsible for the multi-office direction and management of a \$250 mil. Building project with 25 sites in the eastern United States. The project extended for more than a year. Additional clients at SchenkelShultz include AT&T, Florida Hospital, Daytona Beach Community College, and Orange County Schools.

References include:

Ms. Christine Eakle
Director of Construction
Lincoln Property Company
Tampa, FL

Mr. J. Thomas Chandler
Senior Vice President
SchenkelShultz
Orlando, FL

Ms. Diane Berry
Consultant
Orlando, FL
Former Director of
Facilities, AT&T

Statements of Process

There are three processes outlined in this proposal; one for strategic planning, one for master facilities planning, and another for institutional development planning. The processes are interrelated and somewhat overlapping in terms of sequence. For the purpose of clarity, however, each will be outlined separately. While we understood the Request for Proposal directions to "address each of the elements in separate pages," we felt it necessary to devote one page to each of the processes.

Strategic Planning

Phase 1 - Introduction

- Present overview of planning processes
- Identify "givens" not up for discussion
- Negotiate agreement on process, reporting, and stakeholder groups

Phase 2 - Mission and Vision Development

- Conduct stakeholder analysis
- Clarification of organizational values
- Create a mission statement
- Create a vision statement

Phase 3 - External Environmental Scan

- Survey literature and local reports or studies
- Conduct focus groups of present and potential clients
- Identify key issues and trends that pose threat or opportunity
- Analyze and interpret issues and trends
- Create discussion paper

Phase 4 - Internal Environmental Scan

- Identify internal resources, strengths and weaknesses
- Identify present strategy and outputs
- Create discussion paper

Phase 5 - Strategic Issues Development

- Visits to prototypical sites in the U.S. where programs & facilities are reviewed
- Prepare report of site trips
- Create a "vision of success"
- Identify future goals
- Conduct GAP analysis
- Identify strategic issues

Phase 6 - Strategy Development

- Draft practical alternatives for resolving strategic issues
- Identify potential barriers to alternative strategies
- Develop proposals for achieving alternative strategies
- Draft a strategic plan
- Draft three year actions

Phase 7 - Finalize Planning Documents

- Finalize strategic plan
- Finalize three year actions

Master Facilities Planning (Some conceptual site planning work is included in the process)

- Phase 1 - Introduction**
Attendance of all meetings necessary both to introduce and outline the project
- Phase 2 - Strategic Planning**
Attendance of all meetings necessary to remain informed to overall direction and issues. This will include all trips to prototypical sites in the United States where facilities and programs are reviewed.
- Phase 3 - Facility Due Diligence**
Inventory Existing Site
Inventory Existing Building
Investigate Variables to Project, i.e. zoning, codes, security
Investigate Prototype Facilities
- Phase 4 - Charrette 1**
Present Inventory of Existing Facility
Present Prototypical Concepts
Outline Overall Facility Direction
Outline Site Issues
Outline Community Use Issues
- Phase 5 - Programming Meetings**(only with assigned personnel)
Site Amenities and Functions
Building Function, Spaces and Quantities
Interior Spatial Adjacencies
Total Site/Building Adjacencies
Off-Site/Community Issues/Access
- Phase 6 - Charrette 2**
Present Draft Building/Site Program
Review Overall Facility Direction
Review Community Issues
Refine Building/Site Program Issues
Outline Strategic Plan for Implementation Process
- Phase 7 - Finalize Planning Documents**
Finalize Facilities Program
Finalize Assumptions to the MasterPlan
Finalize MasterPlan Documents
Finalize Implementation Strategy

These phases can, in some cases, occur concurrently with another.

Institutional Development Planning

YOUTH CENTER
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YOUTH CENTER

- Phase 1 - Develop Case Statement**
Estimate program, equipment and operational funding requirements
Prioritize funding requirements
Create summary of needs
Prepare Case Statement
- Phase 2 - Feasibility Study**
Identify current funding streams
Identify potential funders
Interview 25 to 50 potential donors
Analyze interview results
Prepare study report
- Phase 3 - Strategic Issue Development**
Establish prioritized dollar goals
Draft table of funding expectations and donor sources
Identify and match tactics with prospective donors
Create institutional development structure scenario
Conduct GAP analysis
Identify strategic issues
- Phase 4 - Draft Institutional Development Action Plan**
Develop alternative strategies for addressing strategic issues
Identify potential barriers to alternative strategies
Develop proposals for achieving alternative strategies
Draft an institutional development plan
Draft first year action plan
- Phase 6 Finalize Planning Documents**
Finalize institutional development plan
Finalize actions and first year action plan

At some point in this process, we may decide to subcontract for part of the work. We will seek FYC board approval of any proposed subcontractor.

Project Timeline

January

- week 2: SP-P1 Project Introduction
- week 3: SP-P3 External Environmental Scan initiated
- week 4: SP-P2 Mission & Vision Development initiated

February

- week 2: SP-P2* Retreat/Mission & Vision Development
- week 4: SP-P3 External Environmental Scan completed
- week 4: SP-P2 Mission & Vision Development completed
- week 4: MFP-P3** Facility Due Diligence initiated

March

- week 1: SP-P4 Internal Environmental Scan
- week 2: Prototypical site visit
- week 3: SP-P3 Environmental Scan Report completed
- week 4: SP-P5 Strategic Issues initiated/Prototypical site visit

April

- week 1: Prototypical site visit
- week 2: SP-P5 Strategic Issues completed
- week 3: SP-P6 Strategy Development initiated
- week 4: MFP-P4 Charette 1

May

- week 2: SP-P6 Strategy Development initiated
- week 3: MFP-P5 Facility Due Diligence completed
- week 4: SP-P7 Finalize Planning Documents

June

- week 1: IDP-P1*** Develop Case Statement initiated
- week 2: MFP-P6 Programming Meetings initiated
- week 3: IDP-P1 Case Statement completed
- week 4: IDP-P2 Feasibility Study initiated

July

- week 3: MFP-P5 Programming meetings concluded

August

- week 2: IDP-P2 Feasibility Study initiated
- week 4: MFP-P6 Charrette 2

September

- week 2: IDP-P3 Strategic Issues initiated
- week 4: MFP-P7 Finalize Planning Documents

October

- week 1: IDP-P3 Strategic Issues completed
- week 3: IDP-P4 Draft Institutional Development Plan

November

- week 2: IDP-P5 Finalize Planning Documents

* SP-P denotes strategic planning phase

** MFP-P denotes master facilities planning phase

*** IDP-P denotes institutional development planning phase

Who Should be Involved in the Process?

*We never know how high we are
Til we are called to rise
And then, if we are true to plan
Our statures touch the sky*

Emily Dickinson, 1890

The Fayetteville Youth Center has been asked to rise and, with some assistance, its "statures will touch the sky." An extensive planning process, such as outlined in this proposal, will have the following outcomes:

- An exciting strategic plan will provide a blueprint for FYC's future programming and operation.
- A creative facilities master plan will translate program and operational needs into a comprehensive physical concept for meeting the needs of FYC's staff and client community.
- A dynamic institutional development plan will chart a viable course for FYC's future resource development.

These represent the concrete products of the process. However, if the planning process includes a good balance of stakeholder* representatives, the process can serve as an energizing force to help establish the future of FYC. A high level of organizational and community involvement will produce plans that are widely understood and accepted. Having said this, we realize that the process could demand a great deal of time and commitment. However, we are committed to minimizing the amount of time and effort board and staff will allocate to the process and, at the same time, maximizing the results of their efforts. To facilitate this, we propose working with three committees of three (3) to five (5) persons:

- A Strategic Planning Committee
- A Master Facilities Planning Committee
- An Institutional Development Committee

Committee membership will include staff, board members and representatives of community leadership. To ensure continuity and communication among the committees, some committee members may serve on more than one committee. A one day board meeting will introduce the planning processes and establish project agreements. This will be followed by a three day retreat that will serve as the springboard for the strategic planning process. Thereafter, preliminary work in each phase will be done within the committee structure. To gain full board input and commitment, we will use a variety of techniques including phone interviews, surveys and selected meetings of the board as a whole.

Where appropriate, other stakeholders will be included in the process. For example, stakeholder opinion will be sought in the *external environmental scan phase* of the strategic planning process and again in the *feasibility study phase* of the institutional development planning process. Special attention will be given to identifying FYC's stakeholders, especially those stakeholders who are often overlooked.

Dr. New will coordinate the work of all the three committees and facilitate the strategic planning and institutional development planning processes. Ms. Anders will facilitate the master facilities planning process. Since all three processes are interrelated, there will be *phases* when both of our firm's consultants will be engaged in the same committee's work.

Number of days on site: 89 days

The definition of days on site (we have applied) is the actual numbers of days we intend to be working on site with board members and staff. In the interest of clarity, we have identified days on site within each of the three planning processes.

Strategic Planning

Phase 1 - Introduction	3 days
Phase 2 - Mission & Vision Dev	4 days
Phase 3 - Ext Environmental Scan	3 days
Phase 4 - Internal Environmental Scan	3 days
Phase 5 - Strategic Issues	5 days
Phase 6 - Strategy Development	9 days
Phase 7 - Finalize Planning Documents	4 days
Master Facilities Planning Mtgs	<u>9 days</u>
Total	40 days

Master Facilities Planning

Phase 1 - Introduction	5 days
Phase 2 - Strategic Planning	12 days
Phase 3 - Facility Due Diligence	3 days
Phase 4 - Charrette 1	2 days
Phase 5 - Programming Meetings	7 days
Phase 6 - Charrette 2	2 days
Phase 7 - Finalize Plan Docs.	<u>2 days</u>
Total	28 days

Institutional Development Planning

Phase 1 - Develop Case Statement	5 days
Phase 2 - Feasibility Study	4 days
Phase 3 - Strategic Issues	5 days
Phase 4 - Draft Inst. Dev. Plan	5 days
Phase 5 - Finalize Plan Docs	<u>3 days</u>
Total	21 days

New Solution's availability to FYC staff and board:

Our firm regards the services and programs of the Fayetteville Youth Center to be vital to our community's future. If selected for this project, along with our experience and expertise in planning, we bring our strong commitment to Fayetteville's youth and future generations. It is important when managing a comprehensive planning effort, as represented by this project, that there is close and continual dialogue between project coordinators and the staff and board. Further, timely communication will be essential for time lines to be honored.

Both project principles, Ms. Anders and Dr. New, reside in Fayetteville. Therefore, we will be readily available to FYC's staff and board. We will be easily reached by phone, fax, and e-mail.

Project Budget

The budget is outlined according to the three planning processes and respective phases. All time frames indicate preparation times, as well as stated onsite days. All fees are calculated at \$500 per day. Hourly charges are \$75.00.

Strategic Planning

		<u>Days</u>
Phase 1 - Introduction	\$ 2,500	5
Phase 2 - Mission & Vision Dev	\$ 4,500	9
Phase 3 - Ext Environmental Scan	\$ 5,500	11
Phase 4 - Internal Environmental Scan	\$ 2,500	5
Phase 5 - Strategic Issues (includes model site trips)	\$ 8,000	16
Phase 6 - Strategy Developments	\$ 7,500	15
Phase 7 - Finalize Planning Documents	\$ 5,000	10
Masters Facilities Planning Meetings	\$ 3,500	7
Guaranteed not to exceed amount	\$ 39,000	78

Retreat Expenses

Includes lodging, meals, ground travel and other related expenses for 7 persons for 2 retreats	\$ 4,500
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Prototypical Site Visit Expenses

Includes transportation, lodging, and meals for 5 persons and 3 site visits of three days each	\$ 19,800
--	-----------

Master Facilities Planning (does NOT include any engineering or cost estimator fees)

		<u>Days</u>
Phase 1 - Introduction	\$ 2,500	5
Phase 2 - Strategic Planning	\$ 6,000	12
Phase 3 - Facility Due Diligence	\$ 15,500	31
Phase 4 - Charrette 1	\$ 6,000	12
Phase 5 - Programming Meetings	\$ 13,000	26
Phase 6 - Charrette 2	\$ 6,000	12
Phase 7 - Finalize Planning Documents	\$ 13,000	26
Guaranteed not to exceed amount	\$ 62,000	124

Institutional Development Planning

		<u>Days</u>
Phase 1 - Develop Case Statement	\$ 7,000	14
Phase 2 - Feasibility Study	\$ 7,500	15
Phase 3 - Strategic Issues	\$ 5,000	10
Phase 4 - Draft Inst. Dev. Plan	\$ 6,000	12
Phase 5 - Finalize Plan Docs	\$ 4,000	8
Guaranteed not to exceed amount	\$ 29,500	59

Projected Related Expenses

Project related expenses include such items as phone and fax Charges, postage, and photocopying charges that will be incurred in support of the planning processes. Only actual expenses will be reimbursable. Receipts will be provided for actual expenses.	\$ 3,000
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Total Project Expenses	\$ 157,800
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STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Council meeting of July 21, 1998

FROM:

Cheryl Zotti Solid Waste Public Works
Name Division Department

ACTION REQUESTED: Staff requests approval of an agreement for engineering services with McGoodwin, Williams and Yates in the amount of \$26,867. McGoodwin will provide engineering services required to construct an off-loading facility for the compartmentalized recycling trucks. Please see attached memorandum.

COST TO CITY:

<u>\$26,867</u> Cost of this request	<u>\$ 98,000</u> Category/Project Budget	<u>Solid Waste Improvements</u> Category/Project NAME
<u>5500-5060-5816.00</u> Account Number	<u>0</u> Funds Used to Date	<u>Recycling</u> Program Name
<u>98053</u> Project Number	<u>98,000</u> Remaining balance	<u>Solid Waste</u> Fund

BUDGET REVIEW:

X Budgeted Item _____ Budget Adjustment Attached
[Signature] _____
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

<u>[Signature]</u> <u>7-7-98</u> Accounting Manager Date	GRANT AGENCY: _____
<u>[Signature]</u> <u>7-7-98</u> City Attorney Date	
<u>[Signature]</u> <u>7-7-98</u> Purchasing Officer Date	<u>[Signature]</u> <u>7-7-98</u> ✓ AOA Coordinator Date
	<u>[Signature]</u> _____ Internal Auditor Date

STAFF RECOMMENDATION:

<u>[Signature]</u> <u>7-7-98</u> Division Head Date	
<u>[Signature]</u> <u>7/7/98</u> Department Director Date	
<u>[Signature]</u> <u>7/8/98</u> Admin. Services Director Date	
<u>[Signature]</u> _____ Mayor Date	

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor
Kevin Crosson, Public Works Director *KC*

FROM: Cheryl Zotti, Environmental Affairs Administrator *CZ*

DATE: July 7, 1998

SUBJECT: Storage/Off-Loading Facility

Staff requests approval of an agreement for engineering services with McGoodwin, Williams and Yates in the amount of \$26,867. McGoodwin will provide engineering services required to construct an off-loading facility for the compartmentalized recycling trucks.

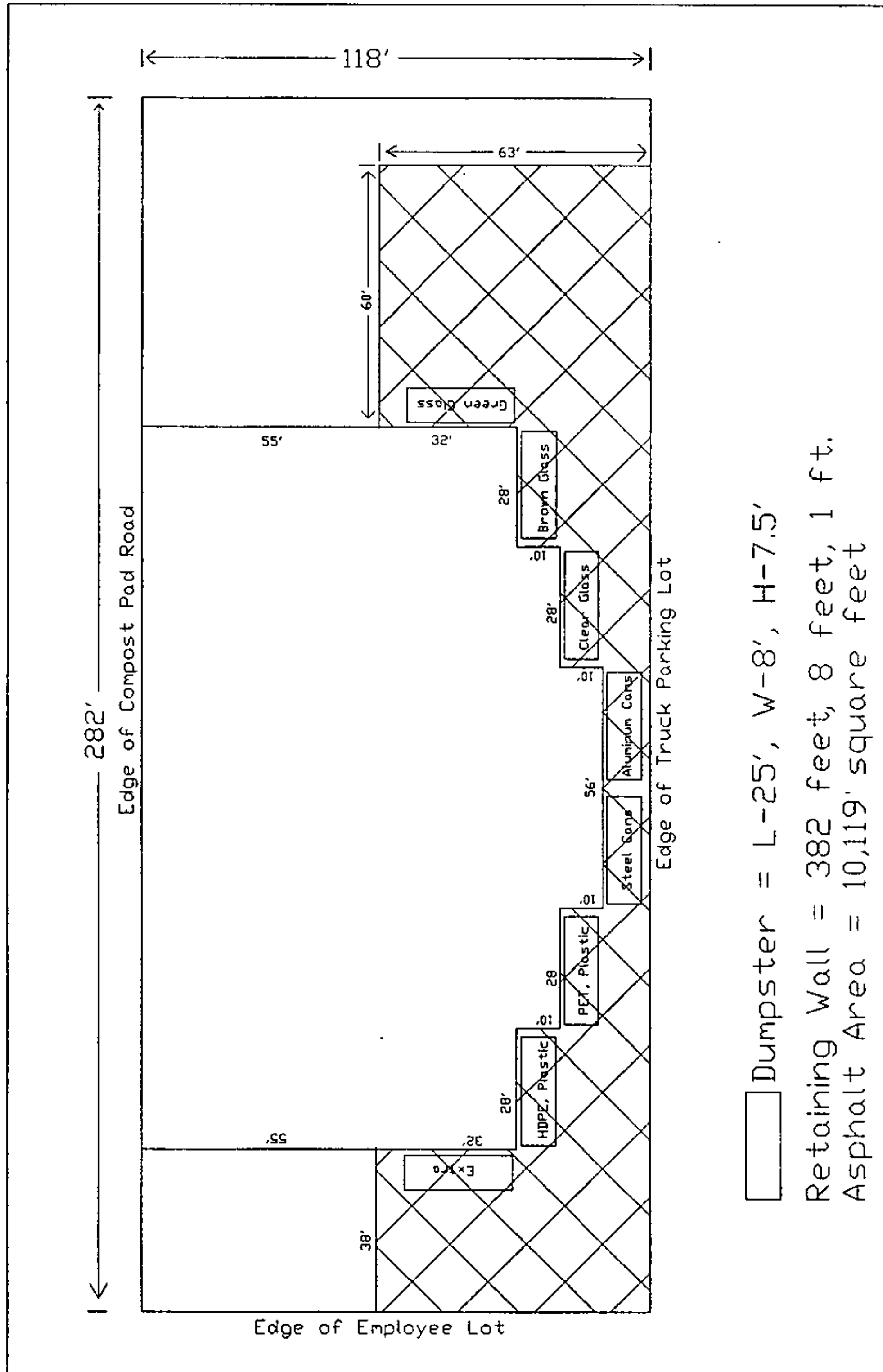
Beginning January of 1999, the City will collect all residential recycling materials and deliver the materials to the City's Recycling Center. We currently process all commercial recycling materials at the Recycling Center. Adding the volume of materials collected from the residential sector will require storage capacity beyond what is currently available. All available storage space at the Recycling Center is already absorbed by commercial materials.

Staff evaluated many different options to provide additional storage. It is our recommendation that we construct an outdoor off-loading facility which will resemble the attached drawings. We will utilize large (40 cubic yards) roll-off containers to store the materials. The driver will back the compartmentalized truck up a ramp to an elevated position above the roll-off containers and unload each material into its corresponding roll-off container. When a roll-off is full, the materials will be unloaded in the Recycling Center for processing. The exception to this is glass. Glass will be transported in the roll-off container to a glass mill in Sapulpa, Oklahoma.

This storage facility will allow sufficient storage capacity on a daily basis and allow for emergency storage should our baler ever break-down. This type of outdoor storage facility will be less expensive to construct than expanding our Recycling Center. McGoodwin will provide design, preparation of plans and specifications and construction management services for this project. Funds were budgeted in the 1998 Capital Improvements Program for the construction of additional storage.

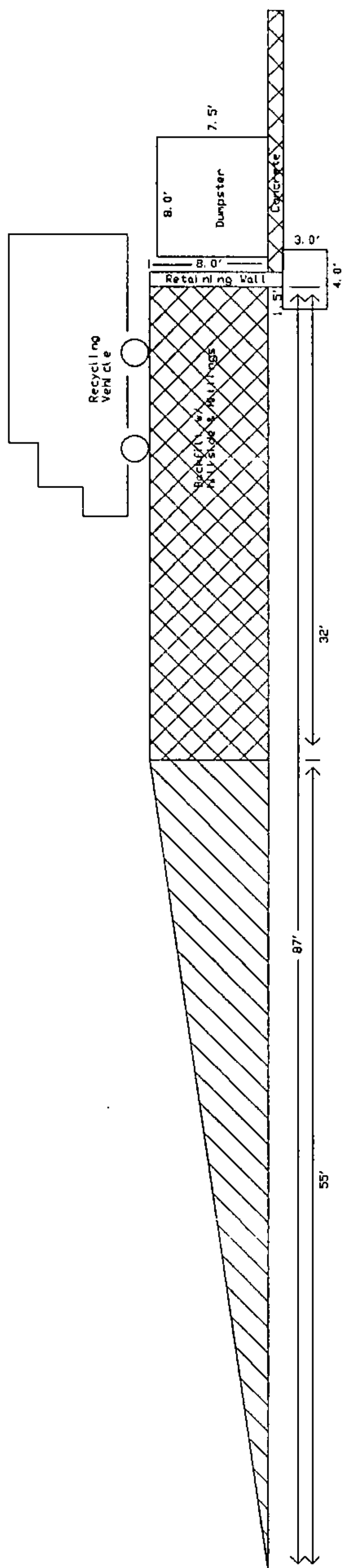
Staff will be present at the agenda session and Council meeting to answer any of your questions. We have a video tape available which shows similar types of facilities being used by two other cities. Should you have any questions or like to view the video tape, please call me at 444-3498. Thank you.

MWYSTORA.COU



2-4-0

OFF-LOADING
I F 4



AGREEMENT FOR ENGINEERING SERVICES
Improvements to Solid Waste Transfer Station
And Recycling Center
City of Fayetteville, Arkansas

THIS AGREEMENT, entered into this _____ day of _____, 1998, by and between the City of Fayetteville, Arkansas, hereinafter referred to as the "Owner," and McGoodwin, Williams and Yates, Inc., Consulting Engineers of Fayetteville, Arkansas, hereinafter referred to as the "Engineer,"

WITNESSETH THAT:

WHEREAS, the Engineer designed the Owner's original solid waste facilities constructed in 1996; and

WHEREAS, improvements to the facilities are needed to accommodate the off-loading of the recycling trucks into standard rolloff trailers; and

WHEREAS, upon completion of their selection process, the Owner selected the Engineer to provide the engineering services required to implement the design and construction of these improvements;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Owner and the Engineer, the parties hereto, stipulate and agree that the Owner does hereby employ the Engineer to perform the required engineering services as hereinafter set out and the Engineer agrees to provide said services.

Section I. Project Description

The project consists of the design of offloading facilities for compartmentalized recycling trucks located east of the solid waste transfer station and recycling center. The facilities shall accommodate eight rolloff containers and provide for elevated discharge of recyclable materials from the recycling trucks into the rolloff containers. The access ramp, offloading platform, and retaining walls shall be concrete construction.

Section II. Scope of Engineering Services

The Engineer shall provide a suitable engineering staff to complete detailed design, to prepare plans and specifications, to provide needed services during construction of the project, and to provide other services as may be directed by the Owner. The staff shall consist of engineers, engineering technicians, inspectors and other assistants as may be necessary to carry on the work in an efficient and expeditious manner. The Engineer will provide the following services.

A. Design and Preparation of Construction Plans and Specifications

1. Perform the field surveys required to design the project.
2. Establish the scope of any soil investigations, special surveys or testing which, in his opinion, may be required for design and arrange with the Owner the conduct of such investigations and tests (costs of such tests to be borne by the Owner).
3. Prepare final design for the project.
4. Prepare construction specifications and drawings.
5. Prepare an opinion of probable cost of the authorized construction. It is understood and agreed that this opinion will be prepared for planning and budgeting purposes only and that actual bids received for the construction work may exceed the opinion of probable cost.
6. Furnish to the Owner, where required by the circumstances of the assignment, the engineering data (including construction plans and specifications) necessary for applications for routine permits and provide assistance to secure approvals by local, state and federal authorities.
7. Coordinate with the Owner's representatives throughout the design of the project so that the project shall have the full benefit of the Owner's knowledge and be consistent with the current policies and construction practices of the Owner.

B. Bidding and Preconstruction Services

The Engineer will prepare and distribute advertisements for bids, communicate with bidders as required, provide technical interpretation of the plans and specifications, prepare addenda as required, attend the bid opening, tabulate bids, provide an engineering analysis of the bids received, make recommendations concerning award of construction contract(s) and assist in the preparation of contract documents. Bid tabulations and supporting documents will be prepared and submitted to the Owner.

C. Construction Services

1. Attend a preconstruction conference scheduled by the Owner. At the time of the preconstruction conference, Notices to Proceed will be issued.

2. Furnish professional engineers to make visits to the site (as distinguished from the services of a resident Project Representative) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents.

In performing these services, the Engineer shall have no control over nor responsibility for the Contractor's means, methods, sequence, techniques or procedures in performing the work, or for safety programs in connection with the work. These are solely the responsibilities of the Contractor, who is also responsible for complying with all health and safety precautions as required by any regulatory agencies.

3. Furnish the services of a resident Project Representative for on-site observation of construction on an as-needed basis. The authority and duties of the resident Project Representative are limited to examining the material furnished and observing the work done and to reporting these findings to the Engineer.

The Engineer will use the usual degree of care and prudent judgment in the selection of a competent Project Representative, and the Engineer will use diligence to see that the Project Representative is on the job to perform the required duties.

4. Consult with and advise the Owner; issue all instructions to the contractor requested by the Owner; and prepare routine change orders as required.
5. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the Owner to insure general conformance with the design concept of the project and general compliance by the contractor with the information given in the contract documents. It does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the contract documents.
6. Prepare and verify monthly and final estimates for payments to the contractor and furnish to the Owner any necessary certifications as to payments to contractors and suppliers; assemble written guarantees which are required by the contract documents.

7. Attend, in company with the Owner's representative, a final inspection of the project. This inspection will be for conformance with the design concept of the project and compliance with the contract documents.
8. Furnish to the Owner a reproducible copy of the record drawings for the project. If requested, and provided that the Owner executes a release of liability, the Engineer shall also furnish AutoCAD electronic digital drawing files for the project.

D. Additional Services

The Engineer will provide other services not specifically set out under the above scope of work, if required, and as directed by the Owner and mutually agreed to by the Engineer.

Section III. Payment

In consideration of the performance of the foregoing services by the Engineer, the Owner shall pay to the Engineer compensation as follows:

- A. For the work set out under Section II-A, "Design and Preparation of Construction Plans and Specifications," a lump sum fee of \$16,543 payable in one installment of \$14,000 beginning 30 days after execution of this agreement and one final payment of \$2,543 upon completion of the work.
- B. For the work set out Section II-B, "Bidding and Preconstruction Services," a lump sum fee of \$2,324 due and payable when construction contracts are ready for execution.
- C. For the work set out under Section II-C, "Construction Services," and for any additional work requested under Section II-D, "Additional Services," compensation shall be based on actual time required to perform the work by the various classifications of employees at the established hourly rates shown on the attachment to this agreement, plus reimbursable expenses, if required. Rates will be adjusted annually each January 1.

It is anticipated that a construction period of 90 days will be established in the construction contract. It is estimated that construction services will require a minimum (average) of 10 hours per week, including both office and field personnel. On this basis, the estimated fee would be \$8,000. The Engineer agrees that this fee will not be exceeded without authorization from the Owner provided, however, that the Engineer will advise the Owner when the fee is approaching this amount and will suspend services when this amount is reached unless authorization for additional payment is made.

It should be noted that the fee does not cover a construction period exceeding 90 days and does not cover unforeseen contingencies such as default by the contractor, litigation, or other events not normally anticipated. Should the construction period be extended beyond that provided in the original construction contract, or should some other event not normally anticipated occur, the cost ceiling will be adjusted accordingly.

The expenses for which the Engineer will be reimbursed shall include travel expenses when traveling outside Northwest Arkansas in connection with the project, rental expenses for special equipment needed for completion of the work, purchase of material, permit fees, and other expenses directly attributable to the project, including any work performed by subcontractors. The Engineer shall charge the Owner for reimbursable expenses at actual cost plus ten percent (10%).

Payment for engineering services under this agreement shall be made within 15 days after claim submittal by the Engineer. If any of the work designed or specified is suspended for an extended period of time or abandoned as a result of orders from the Owner, the Engineer shall be paid for work actually completed; payment to be based insofar as possible upon the fees established herein.

Section IV. Owner's Responsibilities

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

- A. Giving thorough consideration to all documents presented by the Engineer and informing the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
- B. Making provision for the employees of the Engineer to enter public and private lands as required for the Engineer to perform necessary surveys and investigations.
- C. Obtaining the necessary lands, easements and rights-of-way for the construction of the work. All costs associated with securing the necessary land interests, including easement preparation, surveys, appraisals and abstract work, shall be borne by the Owner.
- D. Furnishing the Engineer such plans and records of construction and operation of existing facilities, or copies of same, bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
- E. Paying the costs of making necessary geotechnical investigations including soundings, borings, analyses of materials and laboratory work.

- F. Paying all plan review costs and all cost of advertising in connection with the project.
- G. Providing legal, accounting and insurance counseling services necessary for the project, legal review of the construction contract documents and such auditing services as the Owner may require.
- H. Furnishing permits and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
- I. Obtaining construction bids from contractors for work relating to the project and bearing all costs relating thereto.
- J. Giving prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter the Engineer's performance under this Agreement.

Section V. Documents

All final construction documents shall become the property of the Owner upon completion of the work and payment in full of all monies due the Engineer. The Owner shall not reuse or make any modification to the plans and specifications without prior authorization from the Engineer.

Section VI. Insurance

The Engineer agrees to maintain standard insurance policies throughout the life of this Agreement, including Workers' Compensation in accordance with the statutory requirements of the State of Arkansas, comprehensive general liability, automobile liability, and professional liability with a limit of \$1,000,000.

Section VII. Time for Completion:

It is understood and agreed that time is of the essence in the completion of the work set out herein. The Engineer agrees to complete his work in a timely manner (provided that no delays are encountered through no fault of the Engineer) so as to allow the Owner to receive bids in the early fall of 1998.

Section VIII. Termination

The obligation to provide further services under the contract may be terminated by the Owner for cause upon 15 days written notice. Upon termination the Owner shall within thirty (30) calendar days of termination pay the Engineer for all services rendered in accordance with the payment terms of the contract.

Section IX. Indemnification

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from damages and losses arising from the negligent acts, errors or omissions of the Engineer in the performance of engineering services under this Agreement, to the extent that the Engineer is responsible for such damages and losses on a comparative basis of fault and responsibility between the Engineer and the Owner. The Engineer is not obligated to indemnify the Owner for the Owner's own negligence.

Section X. Standard of Care

Services provided by the Engineer under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

THIS AGREEMENT shall be binding upon the parties hereto, their partners, heirs, successors, administrators and assigns; and neither party shall assign, sublet or transfer his interest in this agreement without the prior written consent of the other party hereto.

IN WITNESS WHEREOF, the Owner has caused these presents to be executed in its behalf by its duly authorized representatives, and the said Engineer by its duly authorized representatives, and the parties hereto have set their hands and seals on the date heretofore set out.

CITY OF FAYETTEVILLE, ARKANSAS

Attest:

Fred Hanna, Mayor

Heather Woodruff, Clerk

McGOODWIN, WILLIAMS AND YATES, INC.

Attest:

L. Carl Yates, President

Charles R. Nickle, Vice President

SCHEDULE OF CLASSIFICATIONS AND RATES FOR 1998

<u>Classification</u>	<u>Hourly Rate</u>
Engineer 5	\$120.00
Engineer 4	104.00
Engineer 3	87.50
Engineer 2	58.00
Engineer 1	54.00
Adm. Assistant	\$ 70.75
Architect 2	\$ 73.00
Architect 1	60.00
Technician 5	\$ 68.00
Technician 4	61.50
Technician 3	50.50
Technician 2	38.50
Technician 1	28.50
Clerical 2	\$ 56.50
Clerical 1	34.50

McGoodwin, Williams and Yates, Inc.
Consulting Engineers
Fayetteville, Arkansas

January, 1998

STAFF REVIEW FORM

TARGET AREA
I. G. 1

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the City Council Meeting of

July 21, 1998

From: Jan Simco Community Development Admin Services
Name Division Department

ACTION REQUESTED:

Consideration of Change Order #1 in the amount of \$186,424.06 to amend the contract with Jerry D. Sweetser, Inc for street and associated improvements in the Community Development Target Area.

COST TO THE CITY:

<u>\$186,425</u> Cost of this request	<u>\$492,878</u> Project Budget	<u>Public Imprv Target Area</u> Category/Project Name
<u>2180-4990-5390.17</u> Account Number	<u>\$492,878</u> Funds used to date	<u>Community Development</u> Program Name
<u>97070-20</u> Project Number	<u>\$0</u> Remaining Budget	<u>Community Development</u> Fund

BUDGET REVIEW:

☒ Budgeted Item ☒ Budget Adjustment Attached

Steph Davis
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Grantor Agency: _____

Accounting Manager _____ Date _____

Internal Auditor _____ Date _____

City Attorney _____ Date _____

ADA Coordinator _____ Date _____

Purchasing Manager _____ Date _____

STAFF RECOMMENDATION:

Staff requests approval of Change Order #1.

Jan Simco 7-9-98
Division Head Date

Admin Svcs Director _____ Date _____

Department Director _____ Date _____

Mayor _____ Date _____

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

FROM: Mayor Fred Hanna

THRU: Ben Mayes, Administrative Services Director

DATE: July 8, 1998

SUBJECT: Community Development Street Improvements - Change Order #1

BACKGROUND

On May 5, 1998 a contract was awarded in the amount of \$453,793.05 to Jerry D. Sweetser, Inc. to construct infrastructure improvements in the Community Development Target Area. The area for improvement is bounded on the north by Archibald Yell Avenue, on the east by College Avenue, on the South by Sixth Street, and on the west by Church Street. The principal objective of the project is to improve storm drainage in an area that has experienced deterioration mainly due to inadequate storm water control.

The scope of work was divided into two phases: The contracted scope of work includes installation of underground storm drainage to replace open ditches and construction of curb, gutters, and sidewalks on one side of the street. The second phase is asphalt overlay of the street surface to be completed by the City Street Division. This scope of phase two was based on the assumption that existing street subsurfaces were in good enough condition that only milling and overlay were necessary except in a couple of isolated locations.

Now that construction is underway, it is evident that the existing street and subsurface conditions are much worse than anticipated. This neighborhood is one of the oldest in the City and the old dirt streets were apparently overlaid with asphalt without adequate subsurface construction. Staff agrees that all the streets require reconstruction of the base to insure the quality and longevity of the improvements.

CONSIDERATION OF CHANGE ORDER #1

Staff considered several options to remedy this situation including having the work completed by the Street Division or changing the overall design so that reconstruction would not be needed. After discussion, staff requested Crafton, Tull, & Associates, engineers for the project, and the contractor to prepare a cost estimate for the work.

The total amount of the change order is \$186,424.06. Generally the work includes excavation and undercut of the existing street surface and reconstruction of the street base. The Street Division will complete the asphalt overlay as originally planned. The change order details each cost and is attached for your information.

BUDGET CONSIDERATIONS

No funds for contingencies are included in the original contract due to a HUD-imposed prohibition. A budget adjustment is necessary. The Community Development budget contains unprogrammed funds that are comprised from previously allocated projects that are rescheduled for 1999 and carry-over funds from completed projects.

STAFF RECOMMENDATION

Staff requests favorable consideration of Change Order #1 for these reasons:

- * In order for the Street Division to complete these improvements, the on-going Overlay Program must be seriously curtailed, perhaps for the remainder of the construction season. Although the monetary costs are about the same, the negative costs to the larger community in terms of the diversion of manpower and materials from the Overlay Program are significant;
- * Any design changes would negatively impact the effectiveness and integrity of the overall drainage system which is the critical objective of the project;
- * The manpower and equipment needed to complete the work are already on-site mitigating additional start-up costs;
- * The contractor has the ability and capacity to begin work promptly and to complete the work in a professional, workmanlike manner.

Please contact Jan Simco, Community Development Coordinator, if you have questions or if you require additional information. Thank you for your consideration of this request.

Attachments: Change Order #1
Budget Adjustment
Resolution No. 55-98 Awarding Bid to Sweetser Construction, Inc.
Map of Project Location

TARGET AREA

I. G. 4

CHANGE ORDER NO. 1

Crafton, Tull and Associates, Inc.
Fayetteville, Arkansas

JOB: Community Development ProjectJOB NO: 97024.00DESCRIPTION OF CHANGE:

In addition to items in original contract: Excavate streets down to dirt subgrade. Then excavate additional 18" undercut when necessary. Roll, compact and test dirt subgrade. Haul, place, and steel wheel roll 4" SB-2 to protect dirt subgrade. Calculate and pay for utility relocation or repair (time and material) not to exceed \$20,000. Change 24 feet of 24" RCP to 18" x 29" RCP arched pipe. Deduct one dollar per foot (\$1.00/LF) off of original bid price for base under curb.

REASON FOR CHANGE:

Volume of excavation exceeds street department personnel and equipment originally allocated for this project. This necessitates a change in the scope of work for the Contractor. Small utility repairs can be made quicker than City while larger repairs can be more efficiently be done by the City. 24" RCP had to be changed to an arched pipe due to telephone "duct" too high to go over and could not go under with 18" RCP.

ITEM NO.	ITEM	UNIT PRICE	PRESENT QUANT.	PRESENT AMT.	REVISED QUANT.	REVISED AMT.
37	Street Excavation	\$3.50/TY	0	\$0.00	4823 TY	\$16,880.50
38	Add. St. Undercut	\$12.50/CY	0	\$0.00	6800 CY	\$85,000.00
39	Class 7 Base (4")	\$12.50/Ton	0	\$0.00	4000 Ton	\$50,000.00
40	St. Finish Grading		0	\$0.00	1 LS	\$15,555.56
41	Additional Labor (Grade Checks)		0	\$0.00	1 LS	\$8,000.00
42	Utility Reloc. (Not to Exceed)		0	\$0.00	1 LS	\$20,000.00
43	18 x 29 RCP (Arch)	\$62.00/LF	0	\$0.00	24 LF	\$1,488.00
44	Credit for Curb (Deduct)	\$1.00/LF	10500 LF			(\$10,500.00)
			TOTAL	\$0.00		\$186,424.06

REQUESTED _____, 1998

SWEETSER CONSTRUCTION

RECOMMENDED _____, 1998

CRAFTON, TULL & ASSOCIATES, INC.

APPROVED _____, 1998

CITY OF FAYETTEVILLE

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

**TARGET AREA
I. G. 5**

Budget Year 1998	Department: Administrative Services Division: Community Development Program: Public Facilities / Imps	Date Requested July 9, 1998	Adjustment #
---------------------	---	--------------------------------	--------------

Project or Item Requested: \$186,425 in additional funding is requested for the CDBG Street Improvements Capital Project.	Project or Item Deleted: \$186,425 from the Walker Senior Center Project.
---	---

Justification of this Increase: More extensive improvements are required than originally anticipated.	Justification of this Decrease: The Walker Senior Complex is not expected to be under construction until 1999. Additional funding will be added if needed during the 1999 Budget Process.
---	---

Increase Expense (Decrease Revenue)							
Account Name	Amount	Account Number				Project Number	
Public Improvement Target	186,425	2180	4990	5390	17	97070	20

Decrease Expense (Increase Revenue)							
Account Name	Amount	Account Number				Project Number	
Trans to Council on Aging	186,425	2180	4990	5722	00	96092	1

Approval Signatures		Budget Office Use Only	
Requested By	Date	Type:	A B C <u>D</u> E
	7-9-98	Date of Approval	_____
Budget Coordinator	Date	Posted to General Ledger	_____
Department Director	Date	Posted to Project Accounting	_____
Admin. Services Director	Date	Entered in Category Log	_____
Mayor	Date		

TARGET AREA
I. G. 6

RESOLUTION NO. 55-98

A RESOLUTION AWARDDING BID NO. 98-25 IN THE AMOUNT OF \$453,793.05 TO SWEETSER CONSTRUCTION, INC., FOR IMPROVEMENTS TO STREETS, SIDEWALKS, AND STORM DRAINAGE IN THE SOUTHEAST TARGET AREA; AND APPROVAL OF A BUDGET ADJUSTMENT.

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

Section 1. That the City Council hereby awards Bid No. 98-25 in the amount of \$453,793.05 to Sweetser Construction, Inc., for improvements to streets, sidewalks, and storm drainage in the Southeast Target Area; and authorizes the Mayor and City Clerk to execute a contract for said amount. A copy of the contract is attached hereto marked Exhibit "A" and made a part hereof.

Section 2. The City Council hereby approves a budget adjustment in the amount of \$106,022 increasing expense account, Public Improvement Target, Acct. No. 2180 4990 5390 17, Project No. 97070 1 and decreasing expense account for Trans. to Council on Aging, Acct. No. 2180 4990 5722 00, Project No. 96092 1. A copy of the budget adjustment is attached hereto and made a part hereof.

PASSED AND APPROVED this 5th day of May, 1998.

APPROVED:

By: _____

Fred Hanna, Mayor

ATTEST:

By: _____

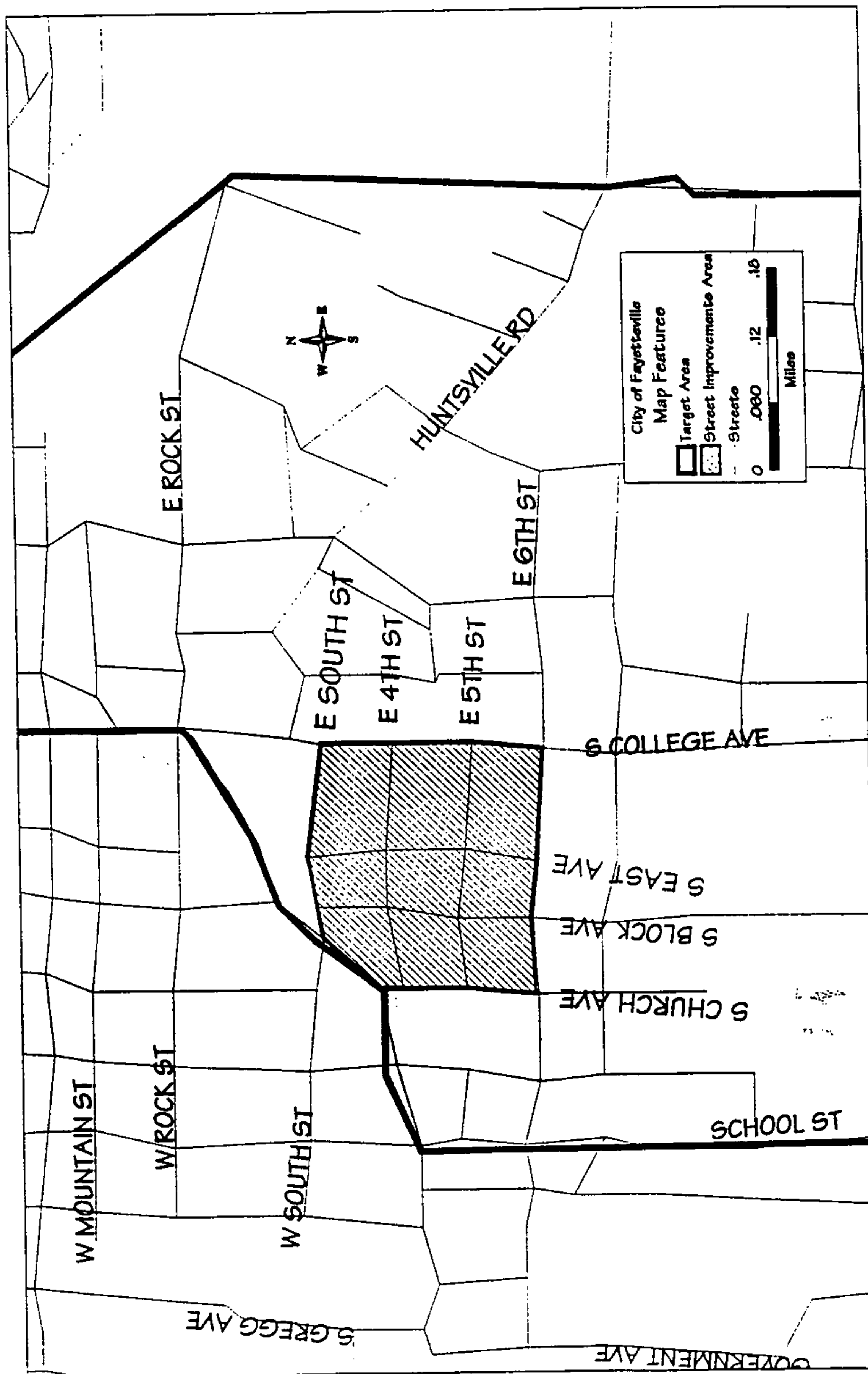
Heather Woodruff, City Clerk

City of Fayetteville, Arkansas

Phase Two Area Street Improvements

TARGET AREA
I. G. 7

WATER MAIN



Orig Contract Date:_____

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

From: Don Bunn, City Engineer

Thru: Kevin Crosson, Public Works Director

Charles Venable, Ass't Public Works Director

Subject: Award of Contract

Elevated Tank, Hwy 45 East (Gully Road)

Date: June 19, 1998

On June 18, 1998 the City opened bids for the construction of a 750,000 gallon elevated water tank on Gully Road. Attached is a copy of the Bid Tabulation and a letter from McGoodwin, Williams, and Yates with a recommendation that the bid be awarded to the low bidder, Pitt-DeMoines, Inc (PDM) in the amount of \$874,400.00.

This is the first construction contract of three (3) separate contracts which are proposed to be awarded in connection with the Highway 45 Water System Improvements. The contracts are:

<u>Contract Section</u>	<u>Estimated Cost</u>	<u>Contract Amount</u>
I - 18" and 12" Water Lines	1,100,000	-
II - Booster Pump Station	550,000	-
III - Elevated Tank (750,000 gal)	\$ 1,150,000	\$ 874,400

Contract Sections I and II are scheduled to be advertised by July 19 and brought to the Council for approval by September 1.

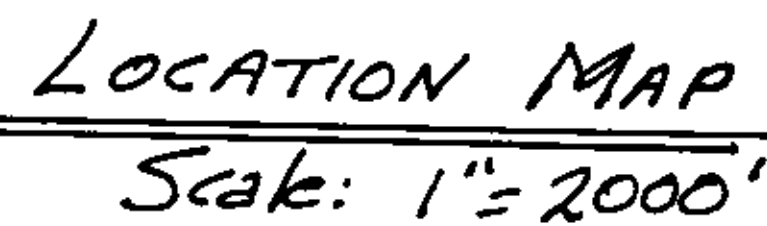
The purpose of the overall project is to create an expanded and stabilized high pressure system in the Highway 45 corridor and to take system demands off of the 12 inch line running parallel to Highway 265. The result will be to relieve

pressure problems and to increase fire flow capability in areas along 45, to enhance the delivery of water to the White River portion of our system, and to improve service in areas such as Hyland Park and Highway 16 East.

It is the recommendation of the Staff that the Council authorize the Mayor and City Clerk to execute a contract with PDM for construction of a 750,000 gallon elevated tank at a contract price of \$874,400 and approve a contingency of \$40,000.00.

THE UNIVERSITY OF CHICAGO

1. 15,969 gpm
2. 29,604 gpm



PROPOSED ELEVATED
WATER TANK

McGoodwin, Williams and Yates, Inc.

Consulting Engineers
909 Rolling Hills Drive
Fayetteville, Arkansas 72703

WATER TANK
III. A. 5

Telephone 501/443-3404

FAX 501/443-4340

June 18, 1998

Re: Recommendation of Award
Water System Improvements; Phase II - Highway 45 Area
Contract Section III - Gulley Road Elevated Water Storage Tank
City of Fayetteville, Arkansas
Project No. Fy-268

Mr. Donald R. Bunn, P. E.
City Engineer
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Mr. Bunn:

Bids were received June 18, 1998, for construction of the above referenced tank project. Two bids were submitted, and the totals are shown below:

Pitt-Des Moines, Inc.	\$ 874,400.00
Caldwell Tanks, Inc.	\$ 986,400.00

A copy of the certified bid tabulation is included for your reference, along with a copy of the list of persons attending the bid opening. The engineer's estimate prior to receipt of bids was \$980,000.

We have reviewed the Statement of Bidders Qualifications submitted by Pitt Des-Moines, Inc., and based upon the information provided, we believe them to be qualified for this project. PDM was organized in 1892, and have been in the business under their present name for 13 years. Furthermore, PDM invented and developed the Hydropillar in 1962. Since then, over 600 Hydropillars of many sizes and configurations have been constructed. On our previous projects with other municipalities, PDM constructed a 2.0 MG Hydropillar in Rogers, AR and a 0.5 MG in Batesville, AR. Therefore, we have first-hand knowledge of the excellent quality of their work on both projects. Based on their Statement of Bidders Qualifications, they show \$250 million of contracts on-hand, with a credit available of \$40 million.

Mr. Donald R. Bunn, P. E.
June 18, 1998
Page 2

While we have no way of verifying the present financial condition of Pitt-Des Moines, Inc., the contract documents require the furnishing of 100 percent performance and payment bonds prior to authorization of the notice to proceed of construction. Therefore, we recommend that the City of Fayetteville award this contract to Pitt-Des Moines, Inc. in the amount bid of \$874,400.00. We trust the City Council will concur in this recommendation.

The contract requires substantial completion of the project within 330 days and full completion and ready for final payment within 360 calendar days from the date of the issuance of the notice to proceed. Assuming a notice to proceed is issued effective in August, 1998, the work should be substantially complete by July, 1999.

If you have any questions, please call.

Cordially,

A handwritten signature in cursive script, reading "Charles R. Nickle".

Charles R. Nickle, P. E.
Vice-President

CRN:sc
Enclosures

TABULATION OF BIDS RECEIVED JUNE 18, 1998

WATER SYSTEM IMPROVEMENTS PHASE II - HIGHWAY 45 EAST AREA CONTRACT SECTION III GULLEY ROAD ELEVATED WATER STORAGE TANK CITY OF FAYETTEVILLE FAYETTEVILLE, ARKANSAS

PLANS NO.: FY-268 PLANS DATED: FEBRUARY 1998

Contractor :	Pitt-Des Moines, Inc.	Caldwell Tanks, Inc.
License No.	34160499	0028840499
Address:	175 TownPark Drive, Suite 240	4000 Tower Road
City-State:	Kennesaw, GA 30144	Louisville, KY 40219
1. Lump Sum, Elevated Water Storage Tank	\$873,400.00	\$986,000.00
2. Lump Sum, Trench or Safety Excavation System	1,000.00	400.00
TOTAL BID	\$874,400.00	\$986,400.00

McGoodwin, Williams & Yates, Inc.
Consulting Engineers
909 Rolling Hills Drive
Fayetteville, Arkansas 72703

Certified Correct:

Charles R. Nickle

Charles R. Nickle, P.E. - Arkansas No. 4544

WATER TANK
III. A. 7

WATER TANK

06/22/1998 14:17 5014434340

TO: 1234567

PAGE: 2

MCGOODWIN WILLIAMS Y

PAGE 02

WATER TANK

III. A. 8

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____
in the year 19____ by and between _____ the City of Fayetteville,
Arkansas _____ (hereinafter called OWNER) and
Pitt-Des Moines, Inc. of Kennesaw, Georgia
(hereinafter called CONTRACTOR).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth,
agree as follows:

Article 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents.
The Work is generally described as follows:

Water System Improvements; Phase II - Highway 45 East Area; Contract
Section III: Gulley Road Elevated Water Storage Tank, and all associated
items, which consists of all items as set out in the Bid (City of Fayetteville
Bid No. 98-51), and these Plans and Specifications No. Fy-268, dated
February, 1998, including all work required for a complete installation.

Article 2. ENGINEER

The Project has been designed by McGoodwin, Williams and Yates, Inc., who is
hereinafter called Engineer and who is to act as Owner's representative, assume all
duties and responsibilities and have the rights and authority assigned to Engineer in the
Contract Documents in connection with completion of the Work in accordance with the
Contract Documents.

Article 3. CONTRACT TIMES

3.1 The Work will be substantially completed and in service within three hundred thirty
(330) days after the date when the Contract Times commence to run as provided in
paragraph 2.3 of the General Conditions, and completed and ready for final payment in
accordance with paragraph 14.13 of the General Conditions within three hundred sixty
(360) days after the date when the Contract Times commence to run.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence
of this Agreement and that Owner will suffer financial loss if the Work is not completed
within the times specified in paragraph 3.1 above, plus any extensions thereof allowed
in accordance with Article 12 of the General Conditions. They also recognize the delays,
expense and difficulties involved in proving the actual loss suffered by Owner if the Work
is not completed on time. Accordingly, instead of requiring any such proof, Owner and
Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor

06/22 14:52 1998 FROM:

5014434340

TO: 1234567

PAGE: 3

06/22/1998 14:17 5014434340

MCGOODWIN WILLIAMS Y

PAGE 83

WATER TANK
III. A. 9

shall pay Owner five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount 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, for unit and lump sum prices in the Bid, the total sum being

Eight Hundred Seventy-Four

Thousand Four Hundred and no/100-----

(use words)

(\$ 874,400.00),
(figures)

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 Progress Payments; Retainage. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on the last Friday of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

80% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional

WATER TANK
III. A. 10

retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 95% of the Work completed.

100% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.13.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

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

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

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

6.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Contractor accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in paragraph 4.2 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise

which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 Contractor is aware of the general nature of Work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

6.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

- 7.1 This Agreement.
- 7.2 Exhibits to this Agreement.
- 7.3 Performance, Payment and other Bonds.
- 7.4 Notice to Proceed.
- 7.5 General Conditions.
- 7.6 Supplementary Conditions.
- 7.7 Specifications consisting of divisions and sections as listed in the Table of Contents.
- 7.8 Drawings consisting of seven sheets.
- 7.9 Addenda numbers 1 to 2, inclusive.
- 7.10 Contractor's bid.

06/22 14:54 1998 FROM:

5014434340

TO: 1234567

PAGE: 6

06/22/1998 14:17 5014434340

MCGOODWIN WILLIAMS Y

PAGE 06

WATER TANK

III. A. 12

WATER TANK

7.11 Documentation submitted by Contractor prior to Notice of Award.

7.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed, initialed or identified by Owner and Contractor or identified by Engineer on their behalf.

06/22 14:55 1998 FROM:

5014434340

TO: 1234587

PAGE: 7

06/22/1998 14:17 5814434340

MCGOODWIN WILLIAMS Y

PAGE 07

WATER TANK
III. A. 13

This Agreement will be effective on _____, 19____
(which is the Effective Date of the Agreement).

OWNER:City of Fayetteville,Arkansas

By: _____
Fred Hanna, Mayor

[Corporate Seal]

Attest _____
Heather Inman Woodruff
Interim City Clerk
Address for Giving Notices

113 West Mountain StreetFayetteville, Arkansas 72703**CONTRACTOR:**Pitt-Des Moines, Inc.

By: _____
Jack M. Marlatt, Attorney-in-Fact

[Corporate Seal]

Attest _____
Asst. Secretary
Address for Giving Notices

175 TownPark Drive, Suite 240Kennesaw, Georgia 30144

STAFF REVIEW FORM

AGENDA REQUEST

For the Fayetteville City Council Meeting of

July 21, 1998

FROM:

Alett Little

Planning Division

Public Works Department

ACTION REQUESTED:

LSD 98-12:00: LARGE SCALE DEVELOPMENT (MEDICAL PLAZA) Submitted by Northwest Engineers on behalf of John A. Griffin for property located on lot 14, CMN Business Park south of Millsap Road and West of Plainview Avenue. The property is zoned C-2, Thoroughfare commercial and contains 1.9 acres.

STAFF RECOMMENDATION:

Staff forwards Planning Commission recommendation to approve LSD 98-12.00 with all staff conditions of approval and to restrict the driveway to one driveway to conform with City standards. Said motion was approved on a vote of 6-0-0. Commissioner Reynolds, Commissioner Johnson, and Commissioner Forney were absent.

Alett Little 7.2.98
Alett Little, Division Head Date

Cross Reference:
New Item: Yes No

[Signature] 7-2-98
City Attorney Date

[Signature] 7-2-98
Public Works Director Date

[Signature] 7/2/98
Administrative Services Director Date

[Signature] 7/6/98
Mayor Date

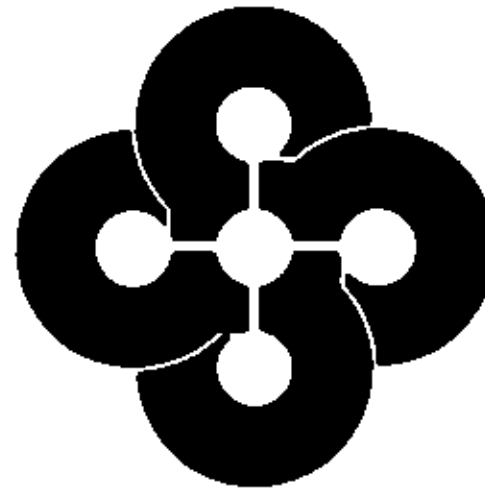
Principals

Danny L. Brown, P.E.
Bob H. Crafton, P.E.
Thomas E. Hopper, P.E.
Cline L. Mansur, P.E., R.L.S.
R.E. (Gene) Reece, P.E.
David Swearingen, A.I.A.
James L. Tull, C.D.A.

Principal Emeritus

Lemuel H. Tull, P.E.

**P.C. APPEAL
III.B. 2**



Crafton, Tull & Associates, Inc.
Architects, Engineers & Surveyors

Associates

Everett L. Balk, P.E.
Al Harris, R.L.S.
Kurtis J. Jones, P.E.
James W. Kooistra, A.I.A.
Tom Mansur, P.E.
Robert C. Reece, P.E.
Rick G. Rose, R.L.S.
George G. Strella, P.E., D.E.E.
James P. Swearingen, A.I.A.
Richard Wright, R.L.S.

Harry G. Gray, P.E.
(1941-1997)

July 2, 1998

Ms. Alett Little
Planning Director
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: Trichell Medical Office Building
Parking Lot Access
CTA No. 98043.00

Dear Ms. Little:

On behalf of the owner, and all interested parties, we are requesting an appeal of the Fayetteville Planning Commission's decision regarding the number of parking lot accesses for the above referenced project to the Fayetteville City Council, and respectfully request that this issue be placed on the agenda for the next regularly scheduled City Council Meeting. After further review of the option approved by the Planning Commission, we continue to believe that this project would be better served by two access points along Millsap Road based on issues presented in our letter to the Planning Commission dated June 4, 1998 (copy attached).

Should you have any questions, or require any additional information, please contact us at your earliest convenience.

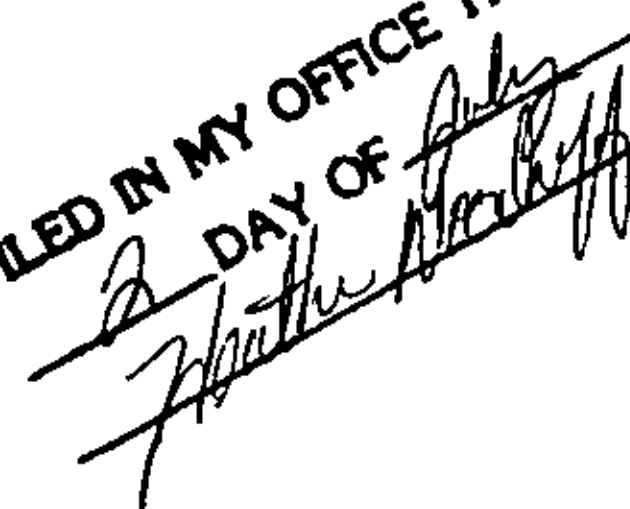
Sincerely,

CRAFTON, TULL & ASSOCIATES, INC.


Kurtis J. Jones, P.E.

cc: Heather Woodruff, Fayetteville City Clerk

RECEIVED
JUL 2 1998
CITY PLANNING DEPT.

FILED IN MY OFFICE THIS
2 DAY OF July 19 98
 City Clerk

*Planning Commission Meeting
June 22, 1998
Page -3-*

OLD BUSINESS:

LSD 98-12.00: LARGE SCALE DEVELOPMENT (MEDICAL PLAZA)
LOT 14, CMN BUSINESS PARK SOUTH OF MILLSAP AND WEST OF PLAINVIEW

This item was submitted by Northwest Engineers on behalf of John A. Griffin for property located on Lot 14, CMN Business Park south of Millsap road and west of Plainview Avenue. The property is zoned C-2, Thoroughfare Commercial and contains 1.9 acres.

FINDINGS:

This project is located on the south side of Millsap Road adjacent to the John Cole Retail Center. The building is proposed for medical offices and contains 29,000 sf on two levels (see CDS materials). Cross access to the south and to the east has been provided.

STAFF'S RECOMMENDATION:

Approval subject to the 9 conditions of approval in staff's report.

1. Planning Commission determination of compliance with the Commercial Design Standards ordinance.
2. Planning Commission determination of the number of allowable curb cuts for this development. Staff supports one curb cut from Millsap into this development.
3. All utilities shall be located underground.
4. Plat Review and Subdivision comments (to include written staff comments furnished to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks Electric, SWEPCO, TCA Cable).
5. Dedication of an additional 5 feet of right of way to provide a total of 30 FET from the centerline as shown on the plat.
6. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
7. Sidewalk construction in accordance with current standards would require a min. 6' sidewalk with a min. 10' greenspace along Millsap Road. The sidewalk needs to tie into the existing sidewalk at the west end. The placement of the sidewalk must not conflict with the parking lot stall depth or the 5' greenspace requirement.
8. Large Scale Development approval to be valid for one calendar year. If construction has not started within one year then the approval is void.
9. Prior to the issuance of a building permit the following is required:
 - a. Grading and drainage permits.
 - b. Separate easement plat for this project.
 - c. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by §159.34 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

There were no further conditions of approval by staff.

Planning Commission Meeting

June 22, 1998

Page -4-

Little: She referred to a letter dated May 4, 1998, page 2.5. The reason staff does not have a signed conditions of approval is because the applicant wishes to discuss the allowance of another curb cut onto Millsap, as well as, the fire hydrant required by the fire chief.

Rick Osborne appeared on behalf of the applicant.

Osborne: He addressed the fire hydrant issue. The applicant agreed with the safety issue on the fire hydrant. The fire hydrant was shown midway down the east property line. It was noted this was an acceptable location with the City.

Little: She affirmed the location of the fire hydrant was acceptable.

Osborne: He introduced Kurt Jones, with Crafton, Tull and Associates, who prepared the plans regarding the safety issues of the curb cut.

Jones: He referred to his letter of June 4, 1998. He reiterated some of the comments made in the letter. The applicant felt this parking lot facility could not be adequately served with one curb cut to Millsap. He stated the applicant was concerned about the safety issues along Millsap and within the parking lot. The applicant was not aware of any other parking lots in Fayetteville of this size which had been limited to one curb cut. The applicant's concern was this parking lot may not function with one curb cut as designed. Applicant felt it would increase driver frustration trying to get out onto Millsap Road and into the parking lot. This would cause an increase in congestion here. Therefore, they request the commission allow the applicant two curb cuts as requested.

PUBLIC COMMENTS:

There were no public comments.

Odom: He noted the commission had received some correspondence from adjoining property owners which were not present at the meeting.

PLANNING COMMISSION FINDINGS:

Tucker: He inquired about the blueprint they have reviewed which reflects an ingress and an egress on one of the entrances. He stated that on the western-most side there were no arrows indicating whether the ingress and egresses were limited.

Jones: He responded the applicant's intent was to support two-way traffic ingress and egress.

Odom: He inquired whether the applicant would keep the eastern most curb cut if the commission allowed a curb cut.

Jones: He affirmed the applicant would keep the eastern-most curb cut.

Hoffman: She noted at Subdivision it was discussed that one point of ingress and two points of egress would count as one curb cut. She stated the earlier plan was close to the present layout. It would make the west driveway a bit narrower, and that would be the ingress point. The two egresses would have been on the east side. She noted this was a good compromise in that it

Planning Commission Meeting
June 22, 1998
Page -5-

counted as only one curb cut under the ordinance. She inquired if this could be addressed.

Little: She stated this was discussed (particularly with regard to another project). As to 1 - 12' drive in and 2 - 12' drives out (both consisting of 12') for a total of 24'. This would count as one curb cut. For this particular site, having the ingress on the west side would mean going to the drop off - they would enter from the west and go in front of the building along Millsap to the drop off area. She stated if the applicant left the curb cut on the east side it would function better. This would allow entrance on the east side making only those 31 parking places in front of the building inconvenient. Whereas, if the ingress was on the west side, everyone would have to enter at this point of entry, and there are quite a few parking spaces along the back of the subject property which would have to traverse in front of the building.

Hoffman: She inquired if the applicant had looked at this as a possible solution.

Jones: He responded the applicant had reviewed this as an option.

Hoffman: She noted ingress on the east side of the lot would be the correct way to access the parking lot.

Little: She responded this was preferable.

Jones: He clarified it would be ingress on the east side and egress on the west side. He stated the applicant's concern is this would cause the traffic flow to come down and make a 90 degree turn across traffic into the parking lot. He stated applicant did not feel egress would work at all if it was a stand-alone situation on the west side of the parking lot. Applicant feels they definitely need the egress on the west and the ingress on the east.

Hoffman: She noted Mr. Jones had made a good point concerning the traffic crossing so close to the street. In the other alternative, having the egress come in on the west side and have traffic to traverse through the aisle of spaces, she inquired why was this not deemed acceptable.

Jones: He responded if they had only egress on the west side of the property, this would force traffic to come in and make two 90 degree turns before a person would get to the drop off area or rear parking lot. Applicant anticipates a lot of the traffic would go through the drop off drive on the east side of the building. He noted the applicant felt forcing traffic to make two 90 degree turns through the parking lot would be awkward. He noted applicant has reviewed several scenarios regarding the parking lot which would work.

He further noted there was not enough room on the east side of the building to replace the parking they would lose in the front if the drop off was placed in this location.

He stated because of the concerns Subdivision committee expressed the applicant had tried to come up with an alternative. Based on the size of the parking lot, the configuration of the site, and the constraints, the applicant strongly felt a need for two points of entry.

Hoover: She inquired if Lowe's parking lot had one curb cut.

Little: She affirmed that Lowe's parking lot did have one curb cut.

Hoover: She noted she had been there on Sunday afternoon and had not had any problem getting in and

Planning Commission Meeting
June 22, 1998
Page -6-

out of there. She was using this parking lot as a guideline for this curb cut issue.

- Hoffman: She responded she would probably disagree with Hoover regarding the comparison with Lowe's. She stated Lowe's had a different lot design and it contained wider lanes than this project. She stated her main concern was the safety of the traffic entering and leaving Millsap. Was it advisable for the commission to continue to load Millsap with a lot of curb cuts.
- Jones: He responded concerning the comparison with Lowe's parking lot. He noted Lowe's was a large rectangular parking lot. The configuration of the parking lot provided more room. He noted this project's parking lot was broken into two separate parking lots because of the building location. In order to meet the needs of the facility the applicant had to split parking into a front and a rear lot, and the ingress and egress on the west side would basically serve the front parking area. The ingress and egress point on the east side would serve the drive through in the rear parking lot.
- Hoover: She referred to Lowe's parking lot. She stated she had been at some pretty remote areas in the parking lot. She stated she had driven all the way around in order to find the way out. She inquired whether this was an issue that there will be so many cars that they would need them to split up, or for the convenience of the people parked there.
- Jones: He responded it was for the convenience of the people parking. Applicant was also anticipating traffic coming in and out of the parking lot. Their concern was the traffic would back up into the parking lot causing congestion within the parking lot if there was only one point of access. It may also cause traffic to back up onto Millsap if traffic was backed up trying to get in. Also, he noted this was a medical facility. Emergency traffic would be an issue. If there was a situation which necessitated emergency vehicle and traffic was blocked, then the emergency vehicle would not be able to get into the parking lot.
- Odom: He inquired about the option for one lane in and two lanes coming out at one point of entry.
- Jones: He responded this would be preferable to one lane in and one lane out. However, applicant does feel they do need a point of ingress and egress on the west side of the subject property.
- Odom: He inquired about staff's recommendation on one lane in and two lanes out.
- Little: She stated this option would be allowable and staff would be in support of this. She noted it had not been presented. She had requested after Subdivision committee that the applicant provide any alternatives along with a drawing for discussion.
- Ward: He inquired if this option would require a median.
- Little: She responded it would require a median with a 10' separation.
- Jones: He stated this option would not be a problem. However, he stated applicant still has the same issue for the necessity of a point of ingress and egress on the west side to properly serve the front parking lot. He stated the alternative mentioned would be preferable to just eliminating this drive altogether.
- Odom: He stated he was leaning more towards this option. Traffic may be a little cumbersome in the

Planning Commission Meeting
June 22, 1998
Page -7-

parking lot if there were not two ingress and egress. However, commission has to keep in mind the safety along Millsap Road. He noted the more curb cuts put on Millsap the less safe this road would be.

Osborne: He asked for clarification on the locations of the ingress and egress.

Odom: He stated the east driveway would be wider.

Osborne: He inquired how could a car come in at this location, turn right and then how would the car turn around if this was closed off. This would not be safe for people driving vans or large cars.

Odom: He stated this would not make any difference because they would be going in forward.

Osborne: He stated if the west ingress was closed off then the car would have to circle the whole parking lot to get out.

Hoffman: She expressed her appreciation of the applicant's work with them in Subdivision and for adjusting the property lines and sidewalk issues. However, she still feels uncertain about the driveway.

Hoffman moved to approve LSD 98-12.00 with all staff conditions of approval and to restrict the driveway to one driveway which would conform with City standards.

Jones: He inquired if the commission would be eliminating the possibility of a combined drive that might have one lane in and two lanes out.

Hoffman: She stated this would be part of the motion.

Commissioner Ward seconded said motion.

The roll was called and said motion carried on a vote of 6-0-0. Commissioner Reynolds, Commissioner Johnson, and Commissioner Forney were absent.

FAYETTEVILLE

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

Trichell Medical Office Building
Lot 14 CMN

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Dawn Warrick, Jim Beavers, P.E.
DATE: 1 June 98

Project: **LSD 98-12:00: Large Scale Development (Medical Plaza, pp 212)** was submitted by Northwest Engineers on behalf of John A. Griffin for property located on lot 14, CMN Business Park south of Millsap road and west of Planview Avenue. The property is zoned C-2, Thoroughfare commercial and contains 1.9 acres.

Findings: This project is located on the south side of Millsap Road adjacent to the John Cole retail center. The building proposed for medical offices and contains 29,000 sq. ft. on two levels (see CDS materials). Cross access to the south and to the east has been provided.

Recommendation: Approval subject to the following conditions.

Conditions of Approval:

1. Planning Commission determination of compliance with the Commercial Design Standards ordinance.
2. Planning Commission determination of the number of allowable curb cuts for this development. Staff supports one curb cut from Millsap into this development.
3. All utilities shall be located underground.
4. Plat Review and Subdivision comments (to include written staff comments furnished to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, TCA Cable)
5. Dedication of an additional 5 feet of right-of-way to provide a total of 30 feet from the center line as shown on plat.

LSD 98-12.00

Page 2

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

Fire protection, including fire hydrant locations shall comply with the Fire Chief's request.

7. Sidewalk construction in accordance with current standards would require a min. 6' sidewalk with a min. 10' greenspace along Millsap Road. The sidewalk needs to tie into the existing sidewalk at the west end. The placement of the sidewalk must not conflict with the parking lot stall depth or the 5' greenspace requirement.
8. Large Scale Development approval to be valid for one calendar year. If construction has not started within one year then the approval is void.
9. Prior to the issuance of a building permit the following is required:
 - a. Grading and drainage permits
 - b. Separate easement plat for this project
 - c. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by §159.34 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

BACKGROUND:

The proposed large scale development (LSD) will provide approximately 29,000 sf on professional office space on lot 14 CMN.

The proposed LSD was reviewed at the April 15, 1998 Technical Plat review, the April 30, 1998 and the May 28, 1998 Subdivision Committee (SDC) meetings. Commercial design standards, curb-cuts, right-of-way and sidewalk requirements and landscaping were among items discussed.

The Subdivison Committee voted (May 28, 1998) to *"forward this project to the Planning Commission with recommendation for one curb cut per staff's recommendation."*

Please refer to the April 30 and May 28, 1998 SDC minutes for details.

June 17, 1998

RECEIVED
JUN 17 1998
CITY PLANNING DEPT.

Fayetteville Planning Commission
City of Fayetteville
113 West Mountain
Fayetteville, Ar. 72701

Re: Trichell Medical Office Building
Parking Lot Access; CTA No. 98043.00

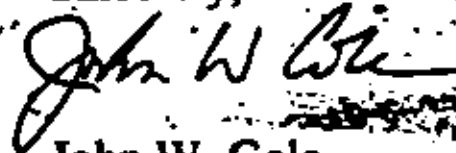
Dear Commissioners:

Regarding the proposed Trichell Medical Office Building located to the West of our development (Singletree Plaza), it is my understanding that our City Staff has proposed only one curb cut for access to and from said building. I would respectfully submit that the Trichell building needs two curb cuts onto Millsap Road.

It is my understanding that the Trichell Building will have approximately 99 parking spaces. Given the anticipated traffic that this development will generate and the traffic patterns proposed by the City and developer, I respectfully request that you grant Trichell Office Building two curb cuts.

Thank you for your consideration, and please let me know if I may answer any questions you may have about my request.

Sincerely,



John W. Cole
Singletree Plaza



577 EAST MILLEAP, SUITE 3
FAYETTEVILLE, AR 72703
TELEPHONE: 501-521-0077
FACSIMILE: 501-521-8983
WWW.WALKERBROTHERS.COM

INFRASTRUCTURE:

- (a) Water and sanitary sewer are available along Millsap Road.
- (b) Streets. No additional improvements requested.
- (c) Grading and Drainage. A preliminary report has been received and reviewed. A formal, final, drainage report and grading plan will be required prior to approval of construction plans.

PLANNING COMMISSION ACTION: yes Required
 Approved Denied

Date: May 11, 1998

Comments:

CITY COUNCIL ACTION: no Required
 Approved Denied

Date: / /

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

by _____

title _____

date _____



NORTHWEST ENGINEERS
CIVIL ENGINEERING CONSULTANTS
A DIVISION OF CRAFTON, TULL & ASSOCIATES, INC.

Al Harris, R.L.S.
Kurtis J. Jones, P.E.
Robert C. Reece, P.E.
Harry G. Gray, P.E.
(1941-1997)

May 4, 1998

Office of City Planning
113 West Mountain
Fayetteville, AR 72701

RECEIVED
MAY 4 1998
CITY PLANNING DEPT.

**Re: PROPOSED CURB-CUT ACCESS ONTO MILLSAP ROAD
AND PROPOSED FIRE HYDRANT FOR
LLOYD TRICHELL MEDICAL OFFICE BUILDING
CMN BUSINESS PARK, FAYETTEVILLE**

Dear Madam or Sir:

This is in reference to our meeting with the Fayetteville Subdivision Committee of last week (4-30-98), wherein you advised us to submit a formal letter to request the addition of a second curb-cut access onto Millsap Road for the referenced project. We were notified by the City at the Technical Plat Review (4/15/98), that this development would be restricted to just one (1) curb-cut access onto Millsap Road.

The owner(s) of the development believe that due to the nature of the proposed office building (which will provide access for the high volume of drive-up visitations), there is a valid and justified need for the second curb-cut access as was originally planned. It was noted by the owner's representatives (during the S.C. Meeting), that all but one of the remaining developments in the CMN Business Park are currently served by dual curb-cut access onto Millsap Road.

Therefore, the owner(s) request that the City reconsider their position on this issue and also consider granting the second curb-cut access for this project as depicted on the attached plan view sketch ("Alternate Parking Layout").

In addition, the owners have requested that the City withdraw its request for a fire hydrant on the proposed development. It is the opinion of the owners that since there is already a hydrant in front of the proposed development (opposite side of Millsap Road), that there

P.O. Box 1173 / 524 W. Sycamore / Fayetteville, Arkansas 72702-1173 / (501) 443-4535 / FAX (501) 442-6966
E-mail: cta@craftull.com Website: <http://www.craftull.com>

City Planning
May 4, 1998
Page 2

is no need for an additional hydrant. Particularly since there were no additional hydrants installed on the developments located on either side of the Lloyd Trichell Medical Office site.

Thanking you in advance for your courtesies in this matter, I am,

Very truly yours,



Robert C. Reece
Project Manager

cc: Dennis Becker (Project Architect)

June 22, 1998 PC MEETING
LSD 98-12 Large Scale Development (Medical Plaza)
Lot 14 CMN Business Park south of Millsap Road/west of Plainview Avenue

2.6

June 22, 1998 PC MEETING
LSD 98-12 Large Scale Development (Medical Plaza)
Lot 14, CMN Business Park south of Millsap Road/West of Plainview Avenue

City Planning
May 4, 1998
Page 2

is no need for an additional hydrant. Particularly since there were no additional hydrants installed on the developments located on either side of the Lloyd Trichell Medical Office site.

Thanking you in advance for your courtesies in this matter, I am,

Very truly yours,



Robert C. Reece
Project Manager

cc: Dennis Becker (Project Architect)

June 22, 1998 PC MEETING
LSD 98-12 Large Scale Development (Medical Plaza)
Lot 14 CMN Business Park south of Millsap Road/west of Plainview Avenue

2.6 *June 22, 1998 PC MEETING*
LSD 98-12 Large Scale Development (Medical Plaza)
Lot 14, CMN Business Park south of Millsap Road/West of Plainview Avenue



NORTHWEST ENGINEERS
CIVIL ENGINEERING CONSULTANTS
A DIVISION OF CRAFTON, TULL & ASSOCIATES, INC.

Al Harris, R.L.S.
Kurtis J. Jones, P.E.
Robert C. Reece, P.E.
Harry G. Gray, P.E.
(1941-1997)

May 1, 1998

RECEIVED
MAY 4 1998
CITY PLANNING DEPT.

Office of City Planning
113 West Mountain
Fayetteville, AR 72701

**Re: PROPOSED BUILDING MATERIALS FOR
LLOYD TRICHELL MEDICAL OFFICE BUILDING
AT CMN BUSINESS PARK IN FAYETTEVILLE**

Dear Madam or Sir:

This is in reference to our meeting with the Fayetteville Subdivision Committee of last week (4-30-98), wherein you requested a list of the proposed building materials for the referenced project. As you are aware, we were supposed to have provided these materials on the color elevations prepared by the Architect. Therefore, per your request the following is a list of the proposed materials to be used on the exterior surfaces of the *Lloyd Trichell Medical Office Building*.

1. **Brick Masonry**
2. **Dryvit**
3. **Metal (Roof & Facia)**

Thanking you in advance for your courtesies in this matter, I am,

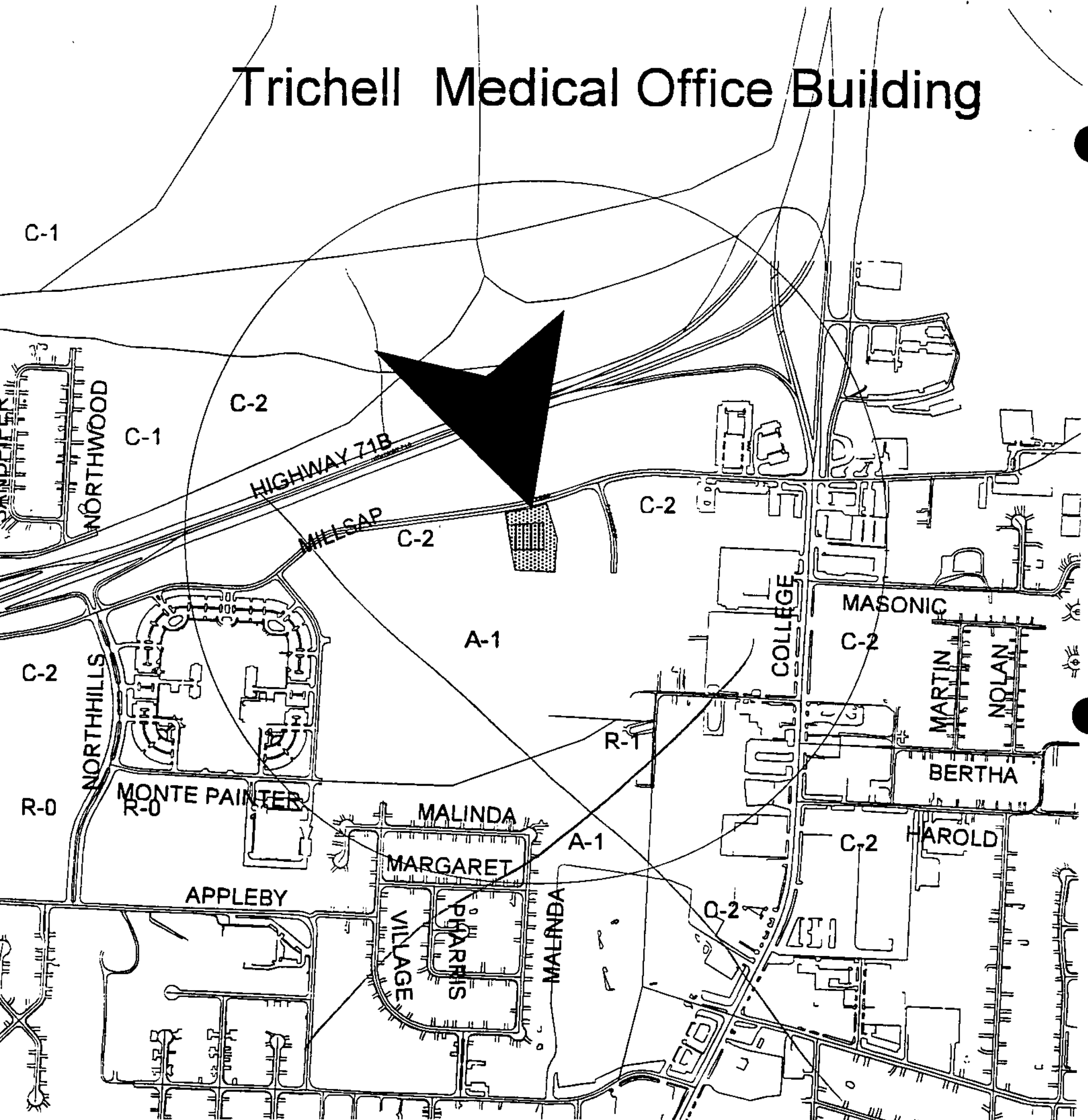
Very truly yours,

Robert C. Reece
Project Manager

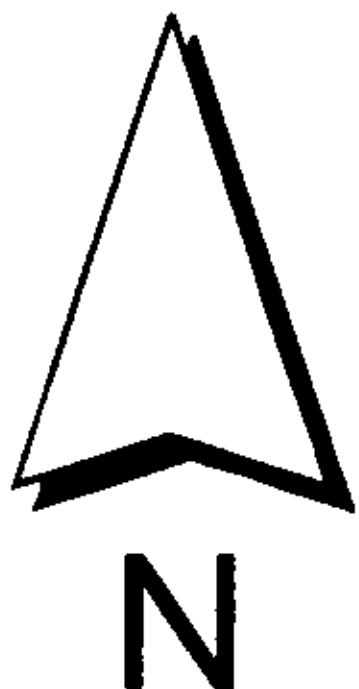
cc: Dennis Becker (Project Architect)

P.O. Box 1173 / 524 W. Sycamore / Fayetteville, Arkansas 72702-1173 / (501) 443-4535 / FAX (501) 442-6966
E-mail: cta@craftull.com Website: <http://www.craftull.com>

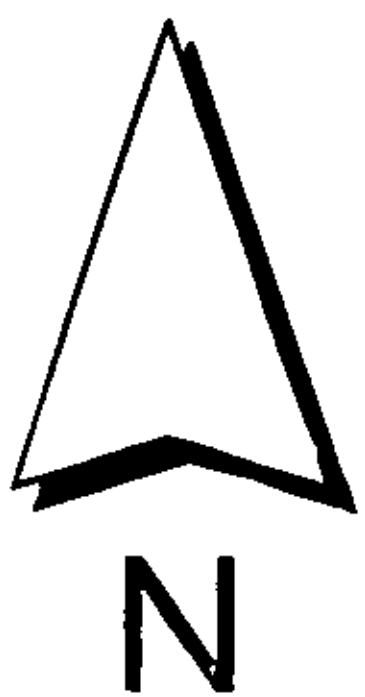
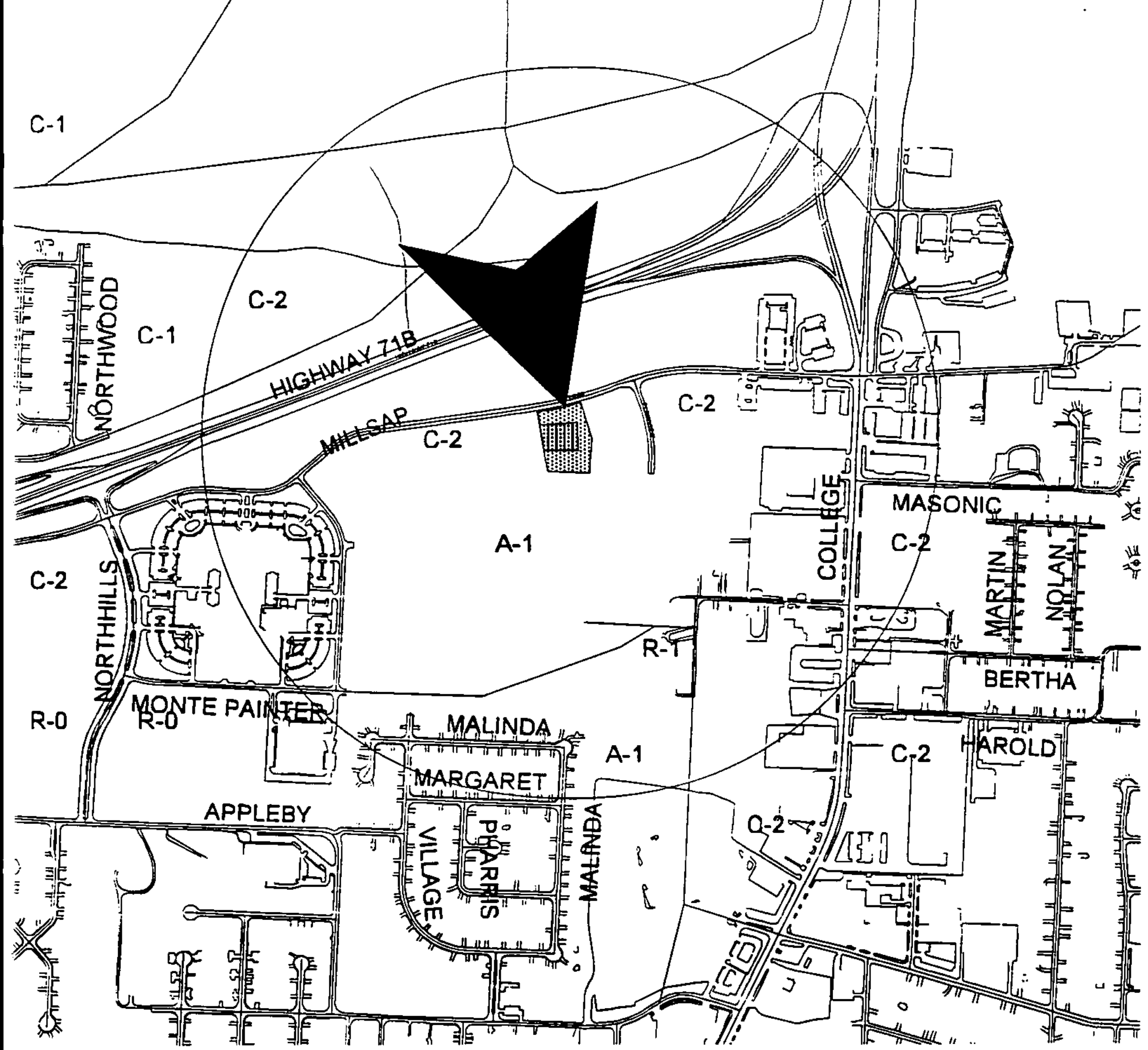
Trichell Medical Office Building



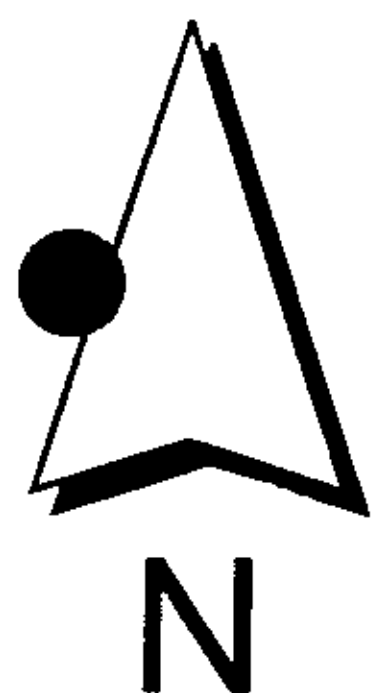
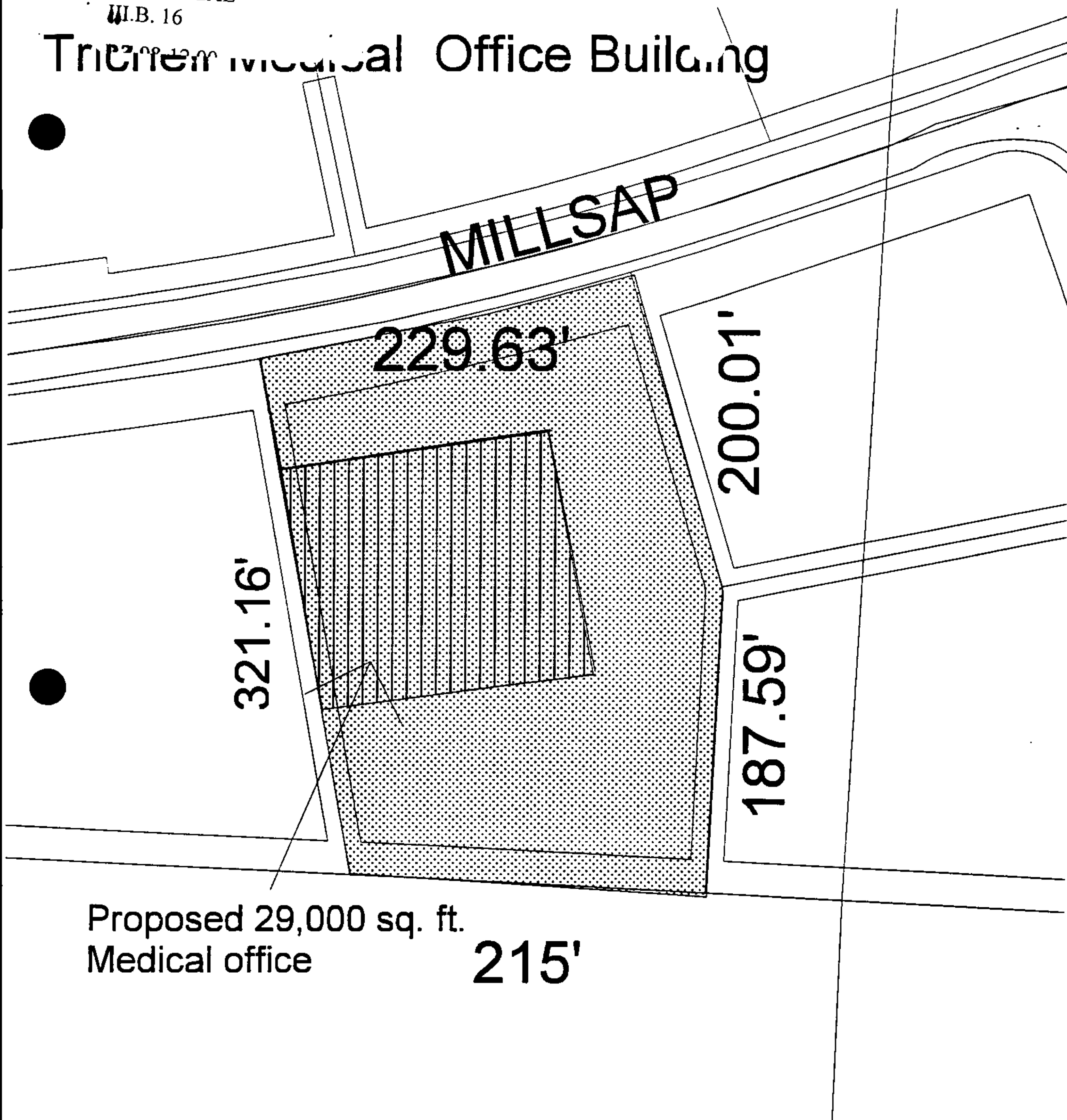
750 0 750 Feet



Trichell Medical Office Building



Tricenter Medical Office Building



80 0 80 160 Feet



SCALE: 1"=30'

MARJORIE BROOKS - NANCHAR, INC.
18521
C-2

6

MARJORIE BROOKS
NANCHAR, INC.
18520
C-2

5

CONNECT TO
EXIST. 8" WATER MAIN
NORTH SIDE OF
MILLSAP RD.

MILLSAP ROAD

CONST. 6' CONC. SIDEWALK
L=229.63'
R=2063.23'

PROPOSED SIGN

EXIST. 5' SIDEWALK

(1) SCOTCH PINE
(Pinus sylvestris)

(1) SCOTCH PINE
(Pinus sylvestris)

(3) BRADFORD PEAR
(Pyrus bradfordii)

(2) RED MAPLE
(Acer rubrum)

EXIST. W.M.

3' CURB CUT

(1) RED MAPLE
(Acer rubrum)

EXIST. SEWER TAP

ASPHALT PAVING

50' BLDG. SETBACK

3' CURB CUT

PROVIDE HC RAMP

(1) BRADFORD PEAR
(Pyrus bradfordii)

4' CONC. WALK

AIRLOM, LLC
18530
C-2

1/5

PROPOSED 8" WATER LN.

(1) RED MAPLE
(Acer rubrum)

PROPOSED 20' EASEMENT

20' B/C

25' B/C

148.8'

COVERED ENTRY

REVISED ENTRANCE
for
TRICHELL MEDICAL OFFICE BUILDING
JOB No. 98043.00
07/02/98

PROPOSED 29,000 SQ. FT.
MEDICAL OFFICE BUILDING
F.F. = 1217.5 Feet

CONC. FLUME (4' B/C)

PROVIDE HC RAMP



ELEC. TRAIL

PROPOSED FIRE HYD.

STAFF REVIEW FORM

AGENDA REQUEST

For the Fayetteville City Council Meeting of

July 21, 1998

FROM:

Alett Little

Planning Division

Public Works Department

ACTION REQUESTED:

RZ 98-12.00: REZONING (SCHMEIDING ENTERPRISES, INC.) Submitted by Lantech Engineering, Inc. on behalf of Schmeiding Enterprises, Inc. for property located in Sunset Addition, Block 2 lots one through six, north of west 6th Street south of Venus Street east of Lewis Avenue Street and west of Eastern Avenue. The property is zoned R-2, Medium Density Residential, and the request is for R-O, Residential Office.

STAFF RECOMMENDATION:

The staff forwards the Planning Commission recommendation for approval by a vote of 6-0-0. Commissioner Reynolds, Commissioner Forney, and Commissioner Johnson were not present.

Alett Little 7-1-98
Alett Little, Division Head Date

Cross Reference:
New Item: Yes No

[Signature] 7-2-98
City Attorney Date

[Signature] 7-2-98
Public Works Director Date

BRM 7/2/98
Administrative Services Director Date

[Signature] 7/6/98
Mayor Date

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ 98-12.00 FOR A PARCEL CONTAINING APPROXIMATELY 1.13 ACRES LOCATED ON LOTS 1 THRU 6, BLOCK 2, SUNSET ADDITION, AN ADDITION TO THE CITY OF FAYETTEVILLE REQUESTED BY SCHMEIDING ENTERPRISES, INC.

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 98-12.00 for the real property described in Exhibit "A" attached hereto and made a part hereof.

From R-2, Medium Density Residential District to R-O, Residential Office 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: _____
Heather Woodruff, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION FOR RZ 98-12.00

Lots 1 through 6, Block 2, Sunset Addition, an addition to the City of Fayetteville, Arkansas, per the plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Being also described as commencing at a point which is North 00 degrees 01 minutes 50 seconds West 377.50 feet from the Southwest Corner of the Southwest Quarter of the Southeast Quarter of Section Seventeen (17), Township Sixteen North, Range Thirty West; thence North 00 degrees 01 minutes 50 seconds West 167.52 feet; thence North 89 degrees 49 minutes 57 minutes East 294.98 feet; thence South 00 degrees 00 minutes 33 seconds West 167.60 feet; thence South 89 degrees 50 minutes 54 seconds West 294.86 feet to the point of beginning and containing in all 1.13 acres more or less.

Planning Commission Meeting

June 22, 1998

Page -13-

RZ 98-12.00: REZONING (SCHMEIDING ENTERPRISES)
SUNSET ADDITION, BLOCK 2, LOTS 1 THROUGH 6

This item was submitted by Landtech Engineering, Inc. on behalf of Schmeiding Enterprises, Inc. for property located in Sunset Addition, Block 2 lots one through six, north of west 6th Street south of Venus Street east of Lewis Avenue Street and west of Eastern Avenue. The property is zoned R-2 Medium Density Residential, and the request is for R-O, Residential Office.

STAFF'S RECOMMENDATION:

Staff recommends approval of the requested rezoning from R-2 to R-O.

Little: She referred to page 5.7 of the packet of information. This page shows the six lots to the North of the C-2 parcel currently zoned R-2. Staff has been in contact with the applicant advising them that staff would support zoning of R-O, residential office.

There were no further conditions of approval.

Leonard Gabbard, with Landtech Engineering, appeared before the commission.

Gabbard: He noted the applicant was requesting rezoning for the north part of the block . It would be used for residential office. Applicant would be coming back before the commission for a large scale development if it was approved.

Odom: He noted the rezoning request would require (5) affirmative votes. There were currently six commissioners and gave the applicant the option to come back or to proceed.

PUBLIC COMMENTS:

There were no public comments.

Henry Nwauwa appeared before the commission.

He inquired if the rezoning was for C-2 or R-O. The paper he had received stated the application was for a C-2 rezoning.

Odom: He noted staff had made a recommendation to deny the C-2 zoning. However, staff did recommend rezoning to R-O. He inquired if Mr. Nwauwa was in approval of the application for R-O rezoning.

Nwauwa: He stated he would be in agreement with R-O rezoning.

PLANNING COMMISSION FINDINGS:

Tucker: He asked for a distinction between the R-O vs. C-2 zoning.

Little: She noted C-2 zoning allows for any type of commercial use. This zoning produces the higher traffic of any of the commercial zones.

*Planning Commission Meeting**June 22, 1998**Page -14-*

She stated R-O is the zone which permits residential and is used more for office-like buildings. She had talked with the applicant and it was their desire to put offices on the back of the six lots and R-O zoning was the proper zoning for their plans.

Tucker: He inquired if there were landscaping and site coverage differences in the different zonings.

Little: She responded there was not any difference.

Hoover: She inquired if there was a height limitation for the different zonings.

Little: She responded for C-2 the height limitation was 60 feet and for R-O it would be an additional setback for each foot over 20 feet. She further noted R-O was a good zone to use for a buffer between residential areas and heavy traffic commercial areas.

Hoffman: She referred to page 5.5 which referred to Mazzio's Pizza. She inquired what this was referring to.

Little: She responded the applicant had previously provided information for zoning for Mazzio's. Since then staff had learned this was a 3 building development and would contain a common design theme. Mazzio's Pizza, an auto parts store, and the other would be an office building for telemarketing were the proposed uses in this development.

Commissioner Ward moved to approve RZ 98-12.00 for rezoning to R-O.

Commissioner Odom seconded said motion.

The roll was called and said motion was approved on a vote of 6-0-0. Commissioner Reynolds, Commissioner Hoffman, and Commissioner Forney were not present.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone:

PLANNING DIVISION CORRESPONDENCE

501-575-8264

TO: Fayetteville Planning Commission Members
THRU: Charles Venable, Asst. Public Works Director
Alett S. Little, City Planner
FROM: Tim Conklin, Planner
DATE: June 22, 1998

RZ 98-12.00: Rezoning (Schmeiding Enterprises, Inc., pp 521) was submitted by Landtech Engineering, Inc. on behalf of Schmeiding Enterprises, Inc. for property located in Sunset Addition, Block 2 lots one through six, north of west 6th Street south of Venus Street east of Lewis Avenue Street and west of Eastern Avenue. The property is zoned R-2, Medium Density Residential, and the request is for ~~C-2, Thoroughfare Commercial~~ *R-0*.

RECOMMENDED MOTION:

RZ 98-12.00: Staff recommends ^{*approval*} ~~denial~~ of the requested rezoning from R-2 to ~~C-2~~ ^{*R-0*}. Staff is unable to make the findings as required by the Planning Commission's Bylaws to recommend approval of the requested rezoning.

PLANNING COMMISSION ACTION: YES Required
_____ Approved _____ Denied

Date: June 22, 1998

Comments:

CITY COUNCIL ACTION: YES Required
_____ Approved _____ Denied

Date: / /

BACKGROUND :

This site contains 1.13 acres and is currently developed with a single family home. Three separate property owners currently own the land petitioned for rezoning. The applicant states that the rezoning is needed in order to develop a Mazzio's Pizza on this site and the site to the south already zoned C-2. The site to the south contains approximately .97 acres and is zoned C-2. For comparison, the previous Mazzio building and parking lot on College Avenue occupied approximately .71 acres.

The type of use proposed by the applicant is allowed as a conditional use under R-O zoning and a use by right in C-1 zoning. These two zones are more restrictive than the C-2 zoning and would offer more protection to the residential uses to the east and north of this site. Staff has also informed the applicant that required parking for the restaurant could be located in the existing R-2 zone as a conditional use without having to rezone the property.

ADJACENT LAND USE AND ZONING

North: Multi-Family, R-1

South: Furniture Store, Vacant, C-2

East: Single Family, R-2

West: Art/Shop Studio, C-2

INFRASTRUCTURE:

Streets: The site is adjacent to Lewis Ave., Venus St., and Eastern Ave. which are designated as local streets on the master Street Plan.

Water: There is a 12" line along 6th Street and a 6" line along Eastern Ave..

Sewer: There is a 6" line along Venus St. and Eastern Ave.

LAND USE PLAN:

General Plan 2020 shows this area as Residential.

RZ98-12.00 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: Unable to make this finding.

BACKGROUND :

This site contains 1.13 acres and is currently developed with a single family home. Three separate property owners currently own the land petitioned for rezoning. The applicant states that the rezoning is needed in order to develop a Mazzio's Pizza on this site and the site to the south already zoned C-2. The site to the south contains approximately .97 acres and is zoned C-2. For comparison, the previous Mazzio building and parking lot on College Avenue occupied approximately .71 acres.

The type of use proposed by the applicant is allowed as a conditional use under R-O zoning and a use by right in C-1 zoning. These two zones are more restrictive than the C-2 zoning and would offer more protection to the residential uses to the east and north of this site. Staff has also informed the applicant that required parking for the restaurant could be located in the existing R-2 zone as a conditional use without having to rezone the property.

ADJACENT LAND USE AND ZONING

North: Multi-Family, R-1

East: Single Family, R-2

South: Furniture Store, Vacant, C-2

West: Art/Shop Studio, C-2

INFRASTRUCTURE:

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Sewer: There is a 6" line along Venus St. and Eastern Ave.

LAND USE PLAN:

General Plan 2020 shows this area as Residential.

RZ98-12.00 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: Unable to make this finding.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Staff finding: Unable to make this finding.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Staff finding: Additional development of the site under C-2 zoning would increase traffic into the residential neighborhood.

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: The proposed zoning would not alter the population density and thereby undesirably increase the load on 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

PERMITTED USES BY ZONING

§ 160.033 District R-2 Medium Density Residential.

(A) *Purpose.* The Medium Density Residential District with four to 24 families per acre is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses permitted.*

- Unit 1 - City-wide uses by right.
- Unit 8 - Single-family dwellings.
- Unit 9 - Multifamily dwellings - medium density.

(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 11 - Mobile home park.~~
- ~~Unit 25 - Professional offices.~~

§ 160.036 District C-2 Thoroughfare Commercial.

(A) *Purposes.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

(B) *Uses permitted.*

- Unit 1-- City-wide uses by right.
- Unit 4-- Cultural and recreational facilities.
- Unit 12-- Offices, studios and related services.
- Unit 13-- Eating places.
- Unit 14-- Hotel, motel and amusement facilities.
- Unit 15-- Neighborhood shopping goods.
- Unit 16-- Shopping goods.
- Unit 17-- Trades and services.
- Unit 18-- Gasoline service stations and drive-in restaurants.
- Unit 19-- Commercial recreation.
- Unit 20-- Commercial recreation, large sites.
- Unit 24-- Outdoor advertising.
- Unit 33-- [Adult live entertainment club or bar.]

(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 21-- Warehousing and wholesale.
- Unit 28-- Center for collecting recyclable materials.
- Unit 32-- [Sexually oriented businesses.]

Page No. 4

PERMITTED USES BY ZONING

§ 160.033 District R-2 Medium Density Residential.

(A) *Purpose.* The Medium Density Residential District with four to 24 families per acre is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses permitted.*

- Unit 1 - City-wide uses by right.
- Unit 8 - Single-family dwellings.
- Unit 9 - Multifamily dwellings - medium density.

(C) *Uses permissible on appeal to the Planning Commission.*

- Unit 2 - City-wide uses by conditional use permit.
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- Unit 24-- Outdoor advertising.
- Unit 33-- [Adult live entertainment club or bar.]

(C) *Uses permissible on appeal to the planning commission.*

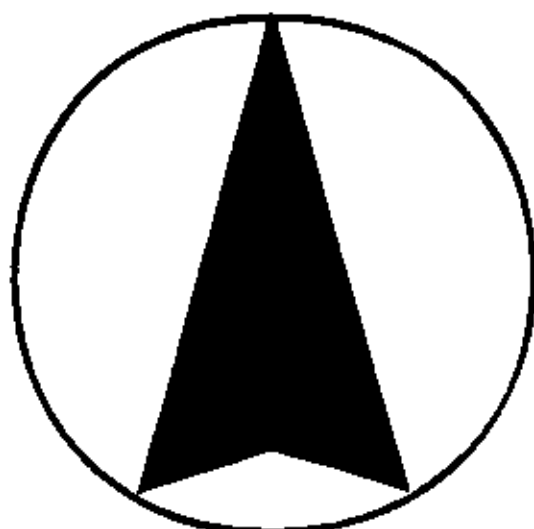
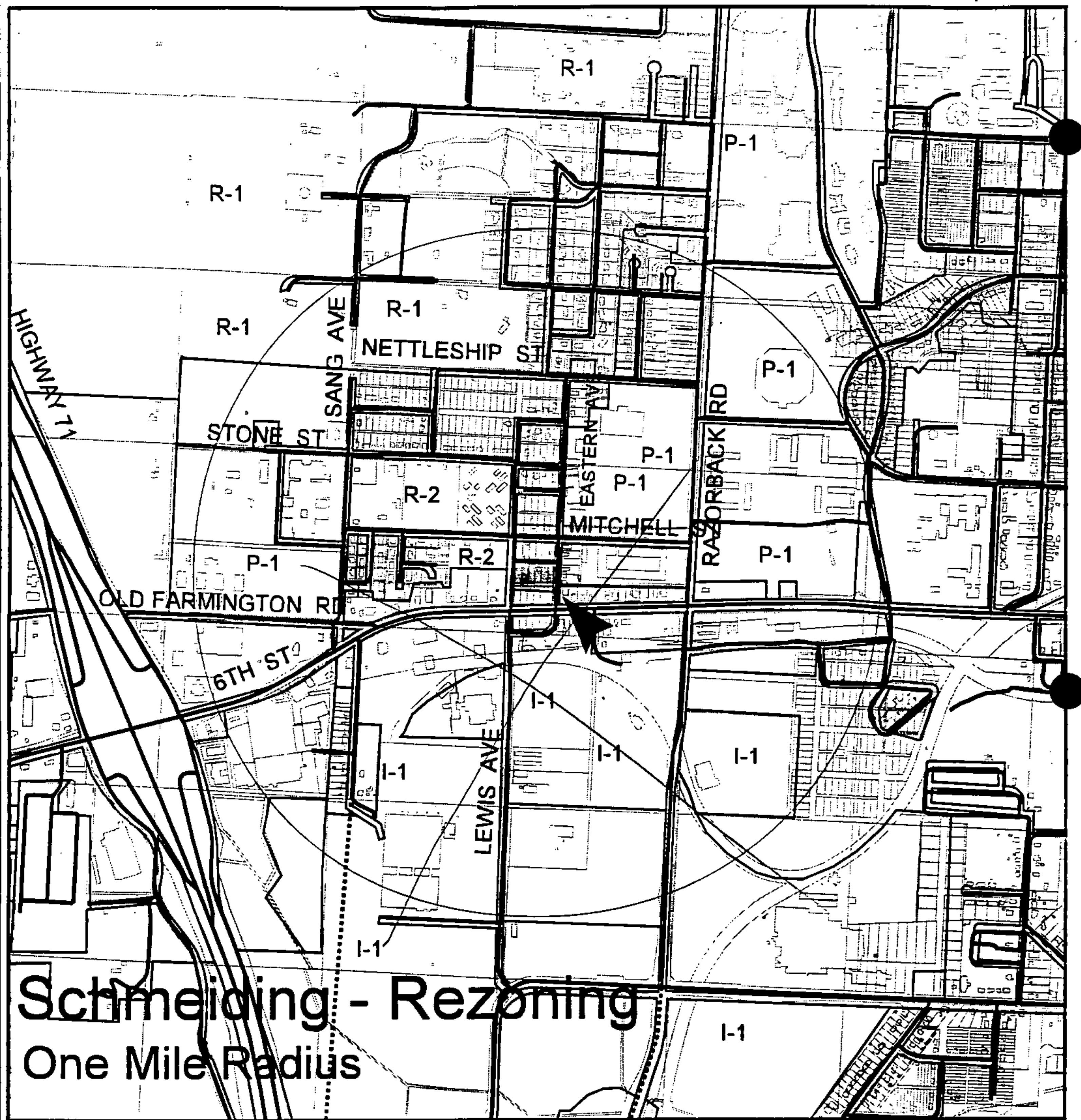
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- Unit 3-- Public protection and utility facilities.
- Unit 21-- Warehousing and wholesale.
- Unit 28-- Center for collecting recyclable materials.
- Unit 32-- [Sexually oriented businesses.]

June 1, 1998

Fayetteville Planning Commission:

The current owners of this property are requesting a zoning change to facilitate a proposed sale to Schmeiding Enterprises, Inc. The requested zoning change is being made to provide zoning for a Mazzio's Pizza. The proposed use, traffic, appearance, and signage of the property is line with current use, traffic, appearance, and signage of surrounding property.

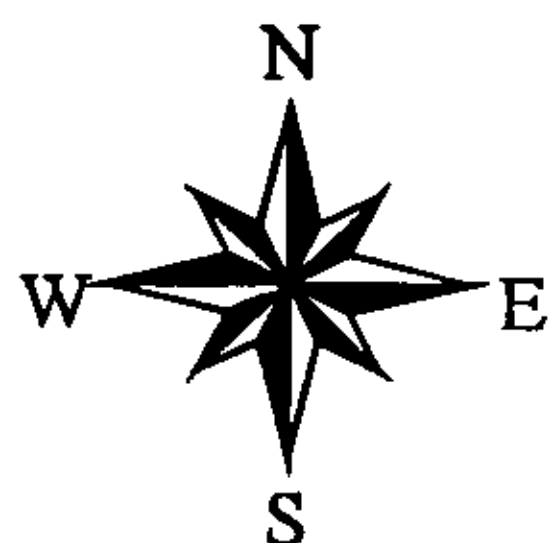
Water and sewer connections are available along the south side of this property.



1000 0 1000 2000 Feet

S.G

June 22, 1998 PC Meeting
RZ 98-12.00: Rezoning (Schmeiding Enterprises, Inc.)
North of West 6th Street, between Lewis Ave. and Eastern Ave.



S. 7

June 22, 1998 PC Meeting
RZ 98-12.00: Rezoning (Schmeiding Enterprises, Inc.)
North of West 6th Street, between Lewis Ave. and Eastern Ave.

STAFF REVIEW FORM**AGENDA REQUEST**

For the Fayetteville City Council Meeting of

July 21, 1998

FROM:

Alett Little

Planning Division

Public Works Department

ACTION REQUESTED:

VAC 98.00-6.00: Utility Easement Vacation as Requested by Butch Robertson for Property Located at 4297 West Bellflower, Lot 32, Meadowlands Subdivision. The lot is zoned R-1, low density residential and contains approximately 0.25 acres.

STAFF RECOMMENDATION:

The staff forwards the Planning Commission recommendation for approval by a vote of 6-0-0. Commissioner Reynolds, Commissioner Forney, and Commissioner Johnson were not present.


Alett Little, Division Head

7-1-98

Date

Cross Reference:
New Item: Yes No


City Attorney

7-2-98

Date


Public Works Director

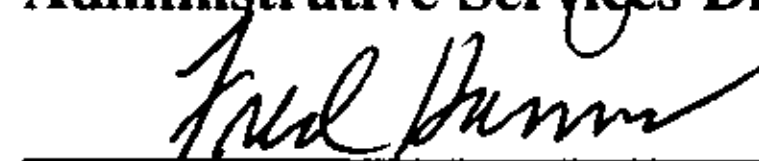
7-2-98

Date


Administrative Services Director

7/2/98

Date


Mayor

7/6/98

Date

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING THAT PROPERTY DESCRIBED IN VACATION PETITION VAC 98.00-6.00 FOR A UTILITY EASEMENT LOCATED ON LOT 32, MEADOWLANDS SUBDIVISION AS REQUESTED BY BUTCH ROBERTSON.

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described utility easement is not required for corporate purposes.

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

Section 1. That the City of Fayetteville, Arkansas hereby vacates and abandons all of its rights together with the rights of the public generally, in and to the following described utility easement attached hereto marked Exhibit "A" and made a part hereof.

Section 2. That a copy of this Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

PASSED AND APPROVED this ____ day of _____, 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

VAC 98-0.00

III. D. 3

VAC 98-6.00

EXHIBIT "A"

LEGAL DESCRIPTION FOR VAC 98-6.00

Part of the Northwest Quarter of the Southeast Quarter of Section 12, Township 16 North, Range 31 West of the Fifth Principle Meridian in Washington County, Arkansas, and being more particularly described as follows: Commencing at the Southwest Corner of said Northwest Quarter, Southeast Quarter, thence North 20 feet; thence East 1.89 feet to the point of beginning; thence North 102.32 feet; thence East 2.00 feet; thence South 102.32 feet; thence West 2.00 feet to the point of beginning, containing 0.01 acres more or less.

**MINUTES OF A MEETING OF THE
PLANNING COMMISSION**

A regular meeting of the Planning Commission was held June 22, 1998 at 5:30 p.m. in Room 219 of the City Administration Building, 113 W. Mountain Street, Fayetteville, Arkansas.

MEMBERS PRESENT: Conrad Odom, Lee Ward, Lorel Hoffman, Sharon Hoover, Bob Estes, and Gary Tucker

MEMBERS ABSENT: John Forney, Phyllis Johnson and Bob Reynolds

STAFF PRESENT: Alett Little, Jim Beavers, Tim Conklin, Dawn Warrick, Debra Humphrey, and the members of the press.

CONSENT AGENDA:

APPROVAL OF THE MINUTES FOR JUNE 8, 1998

VAC 98-6.00: VACATION (ROBERTSON)
4297 WEST BELLFLOWER

This utility easement vacation is requested by Butch Robertson for property located at 4297 West Bellflower, Lot 32, Meadowlands Subdivision. The lot is zoned R-1, low density residential and contains approximately 0.25 acres.

The request is to vacate the east two feet of the existing 12.5 foot utility easement along the west property line of lot 32 (approximately 205 sf). The survey supplied by Jorgensen Engineering indicates that the house as constructed encroaches into the easement approximately 1.5 feet. Please refer to the enclosed survey plat and legal description dated December 8, 1997.

STAFF'S RECOMMENDATION:

Approval of the easement vacation.

Odom: He inquired if there was a member of the audience or a member of the Planning Commission who would like to pull this item from the consent agenda.

There were no comments.

Planning Commission Meeting

June 22, 1998

Page -2-

The consent agenda was reviewed, and Commissioner Odom moved to approve the consent agenda.

Commissioner Ward seconded said motion.

The roll was called and said motion carried on a vote of 5-0-0. Commissioner Forney, Commissioner Johnson, and Commissioner Reynolds were absent. Commissioner Estes was not present for the vote.

PC Meeting of 22 June 98

FAYETTEVILLE

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

Utility Easement vacation
4297 W. Bellflower

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Jim Beavers, P.E.
DATE: 15 June 98

Project: VAC 98.00-6.00: Utility easement vacation as requested by Butch Robertson for property located at 4297 West Bellflower, lot 32, Meadowlands Subdivision. The lot is zoned R-1, low density residential and contains approximately 0.25 acres.

The request is to vacate the east two feet of the existing 12.5 foot utility easement along the west property line of lot 32 (approximately 205 sf). The survey supplied by Jorgensen Engineering indicates that the house as constructed encroaches into the easement approximately 1.5 feet. Please refer to the enclosed survey plat and legal description dated 8 December 97.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

OZARKS Electric - no objections, subject to retaining the remaining 10.5 feet of easement.
Arkansas Western Gas - no objections, subject to retaining the remaining 10 feet of easement.
SW Bell - no objections.
TCA Cable - no objections.

City of Fayetteville:
Water/Sewer - no response in the file.
Street Department - no objections.
Solid Waste - no objections.

Recommendation: Approval of the easement vacation subject to the applicant acquiring concurrence from the Water/Sewer Division prior to the City preparing an agenda item for the City Council meeting.

/./

June 22, 1998 PC MEETING
VAC 98.00-6.00 Vacation (Robertson)
4297 West Bellflower, Lot 32, Meadowlands Subdivision

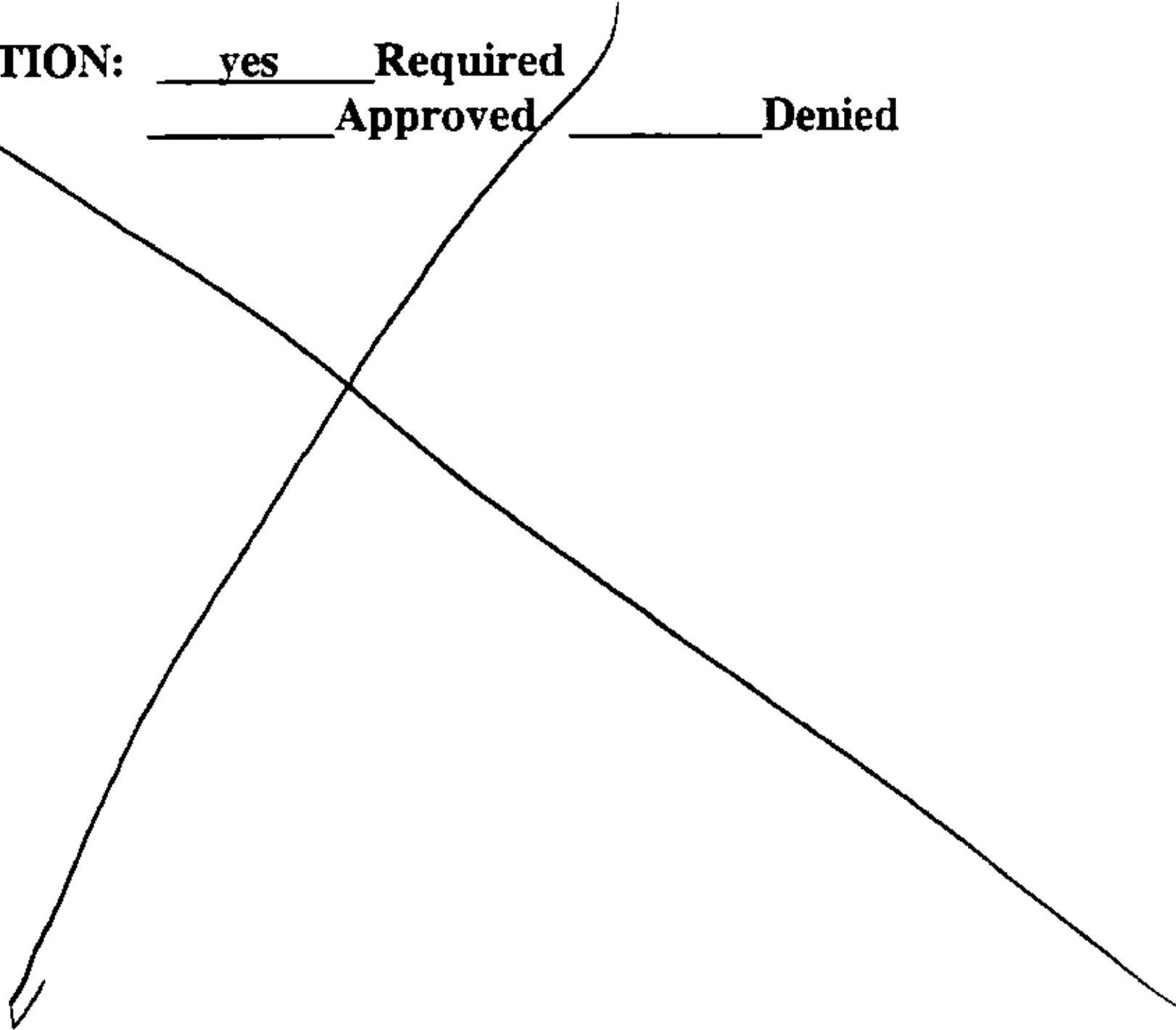
PLANNING COMMISSION ACTION: yes Required
 Approved Denied

Date: / /

Comments:

CITY COUNCIL ACTION: yes Required
 Approved Denied

Date: / /



PLANNING COMMISSION ACTION: yes Required
 Approved Denied

Date: / /

Comments:

CITY COUNCIL ACTION: yes Required
 Approved Denied

Date: / /

**PETITION TO VACATE 2' OF UTILITY EASEMENT ON THE WEST SIDE OF LOT 32
MEADOWLANDS SUBDIVISION, FAYETTEVILLE, ARKANSAS.**

TO: The Fayetteville City Planning commission and
The Fayetteville City Council

We, the undersigned, being the owner of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in Lot 32 Meadowlands Subdivision to the City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

(LEGAL DESCRIPTION)

Part of the Nw1/4 of the Se1/4 of Section 12, T16N, R31W of the Fifth Principle Meridian in Washington County Arkansas and being more particularly described as follows: Commencing at the SW Corner of said Nw1/4, Se1/4 thence NORTH 20.00 Feet, thence EAST 1.89 Feet to the P.O.B. thence NORTH 102.32 Feet, thence EAST 2.00 Feet, thence SOUTH 102.32 Feet, thence WEST 2.00 Feet to the P.O.B. Containing 0.01 acres more or less.

That the abutting real estate affected by said abandonment of a portion of this easement is on Lot 32 Meadowlands Subdivision, to the City of Fayetteville, Arkansas, a certified copy of the original plat located in the Circuit Clerk's Office for the County of Washington, State of Arkansas, is attached hereto, marked Exhibit A, and made a part hereof.

The petitioner request that the City of Fayetteville, Arkansas, abandon and vacate the above described easement, and that the above described easement be used for their respective benefit and purpose as now approved by law.

The petitioner further request that the above described easement be vested in the abutting property owner as provided by law.

WHEREFORE, the undersigned petitioner respectfully request that the governing body of the City of Fayetteville, Arkansas abandon and vacate the above described easement.

Dated this 15TH day of MAY, 19 98

BUTCH ROBERTSON
Printed Name

[Signature]
Signature

BLAZING STAR DR

R-1

QUEEN ANNES LACE DR

BELL FLOWER DR

R-1

CROWN FLOWER DR

R-1

MEADOWLANDS DR

LARKSPUR

R-1.5

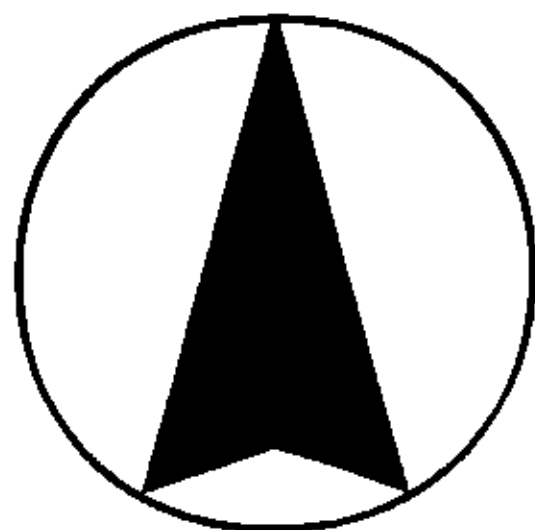
MEADOWLANDS DR

DAFFODIL

A-1

R-1

Robertson - Utility Easement Vacation Close Up

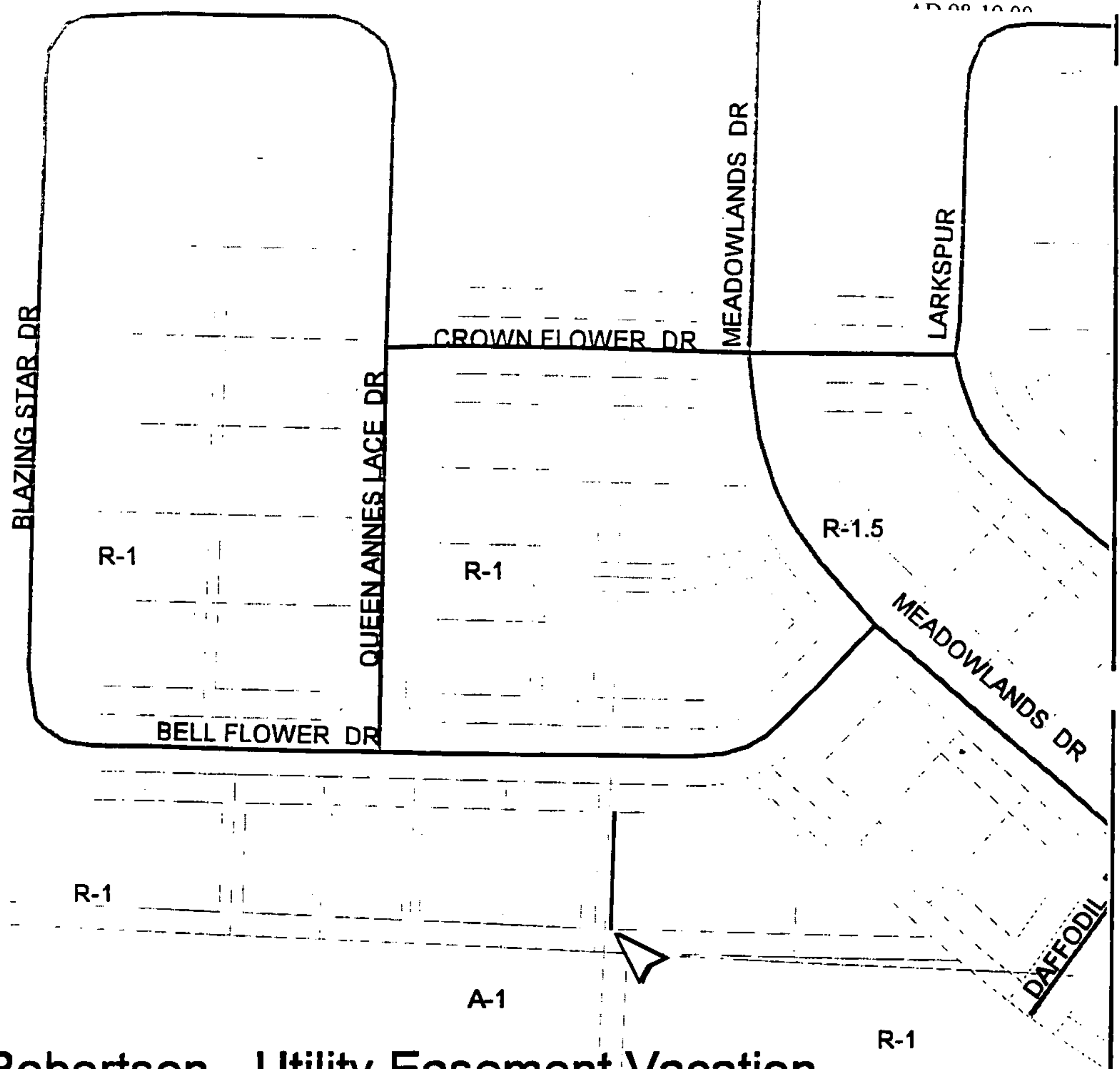


160 0 160 320 Feet

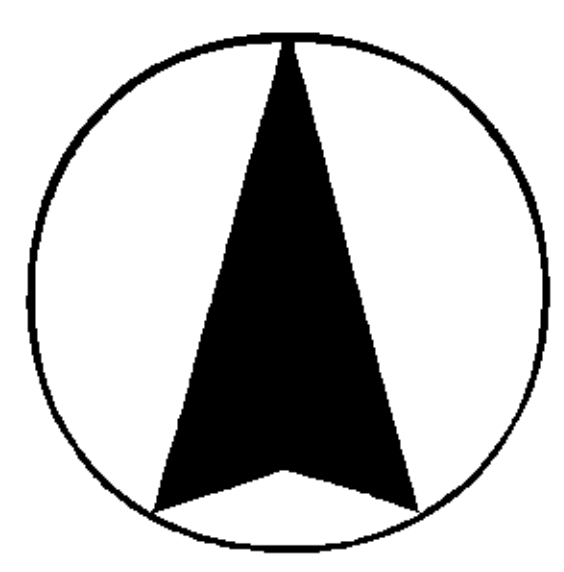
1.4

June 22, 1998 PC MEETING
VAC 98.00-6.00 Vacation (Robertson)
4297 West Bellflower, Lot 32, Meadowlands Subdivision

VAC 98-6.00
III. D. 9
AD 98.10.00



Robertson - Utility Easement Vacation Close Up

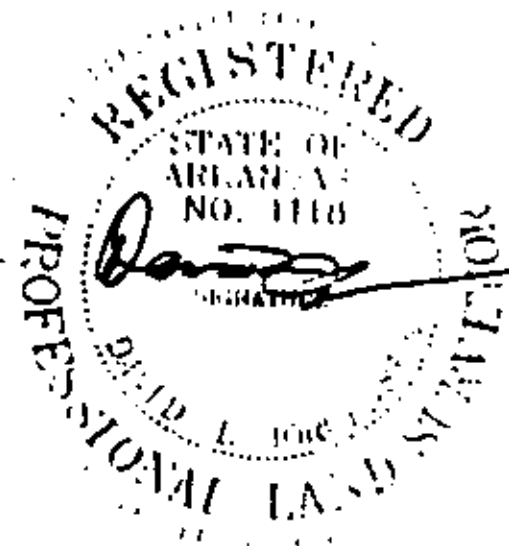
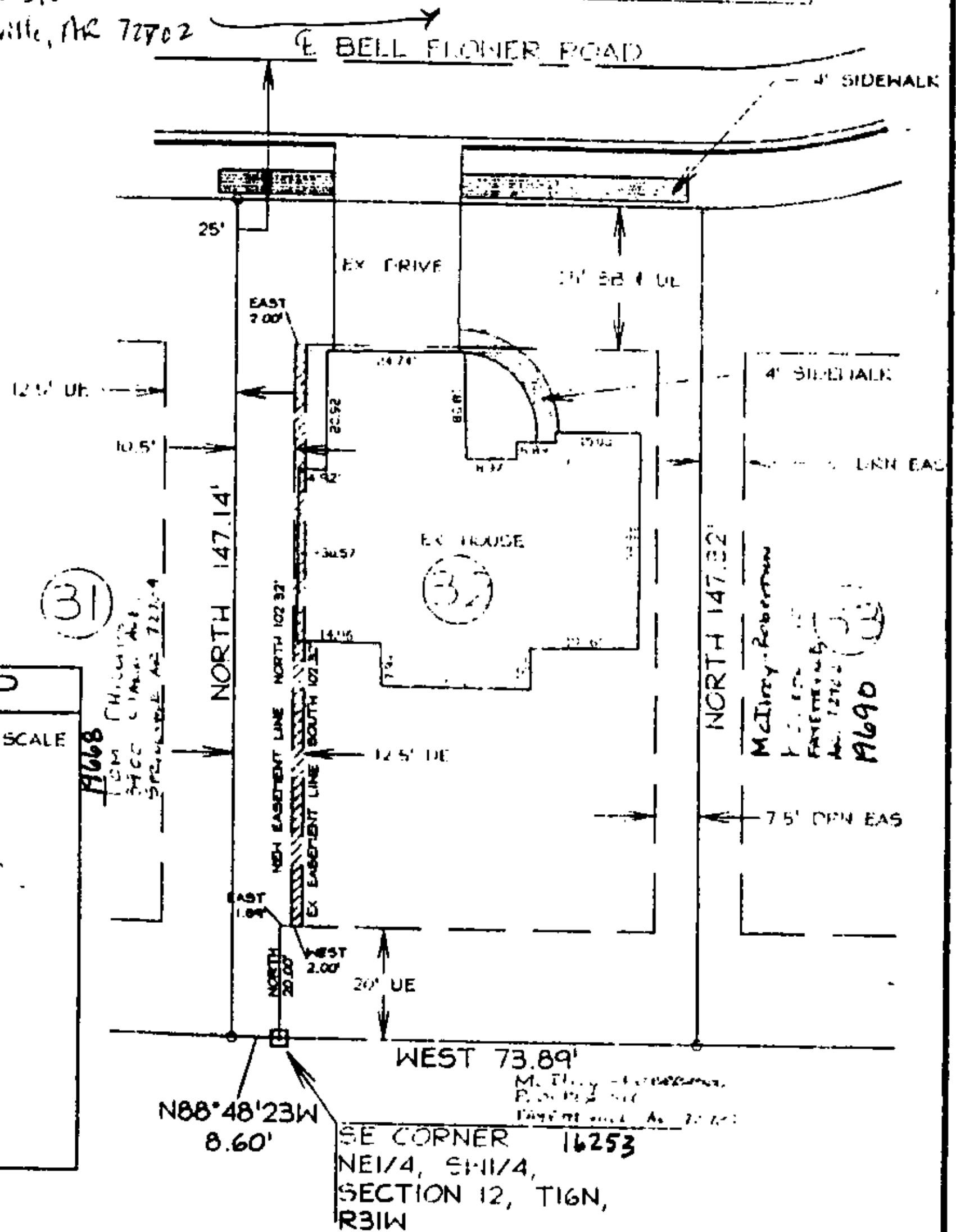


1.4
June 22, 1998 PC MEETING
VAC 98.00-6.00 Vacation (Robertson)
4297 West Bellflower, Lot 32, Meadowlands Subdivision

1971/
Lot 54
McIlroy-Roberts
P.O. Box 310
Fayetteville, AR 72702

Lot 32, Meadowlands Subdivision, Fayetteville, Arkansas, as per plat on file in the office of the circuit clerk and ex-officio recorder of Washington County, Arkansas.

Part of the NW 1/4 of the SE 1/4 of Section 12, T16N, R21W of the Fifth Principle Meridian in Washington County Arkansas and being more particularly described as follows: Commencing at the SW Corner of said NW 1/4, SE 1/4, thence North 20.00 feet, thence East 1.89 feet to the P.O.B., thence North 102.32 feet, thence East 2.00 feet, thence South 102.32 feet, thence West 2.00 feet to the P.O.B. Containing 0.01 acres more or less.



SURVEYORS

FAX 501-582-4807

DRAWN BY: CBB

1. 1015, 1114, 1401, 1402

UTILITY EASEMENT VACATION FOR MEETING
IN MEADOWLANDS SUBDIVISION
VAC 98-06-6.011 Vacation (Robertson)

4297 West Bellflower, Lot 32, Meadowlands Subdivision

STAFF REVIEW FORM**AGENDA REQUEST**

For the Fayetteville City Council Meeting of

July 21, 1998

FROM:

Alett Little

Planning Division

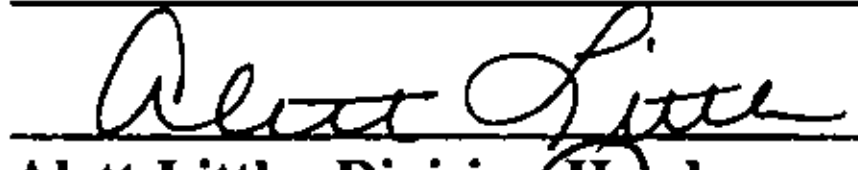
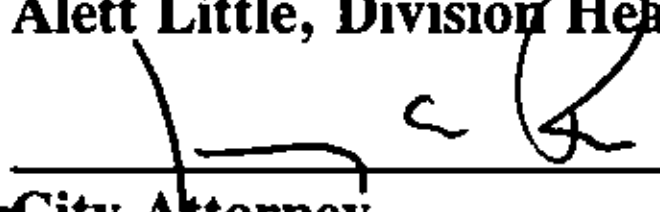
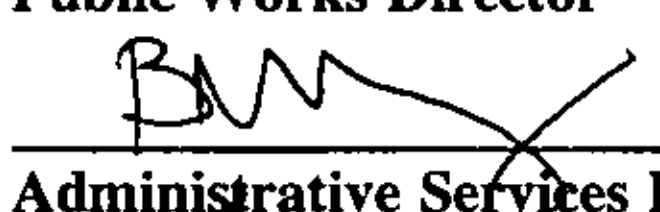
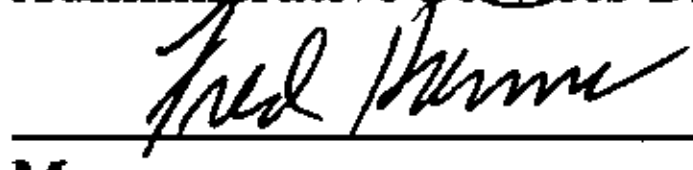
Public Works Department

ACTION REQUESTED:**AD 98-19.00: ADMINISTRATIVE ITEM (CEDAR LAKE APARTMENTS PUD)**

This item was submitted by Mr. Tom Embach for property located north of East 15th and west of Morningside Drive. The property is zoned R-2, Medium-Density Residential and contains approximately 12 acres with 96 units proposed. The applicant wishes to discuss the progress of securing a connection to the west to Wood Avenue as required by the approval of LSD 98-4.10 which was heard by the Planning Commission April 13, 1998. The applicant requests the Planning Commission recommend condemnation of only a right of way or suggest an alternative which would present a solution to the negotiation.

STAFF RECOMMENDATION:

The staff forwards the Planning Commission recommendation for condemnation to City Council in order to secure the connection to Wood Avenue. 100% of the costs incurred to be borne by the applicant. The motion was approved on a vote of 6-0-0. Commissioners Reynolds, Johnson, and Forney were not present.

	<u>7.2.98</u>	Cross Reference: New Item: Yes No
Alett Little, Division Head	Date	
	<u>7-2-98</u>	
City Attorney	Date	
	<u>7-2-98</u>	
Public Works Director	Date	
	<u>7/2/98</u>	
Administrative Services Director	Date	
	<u>7/6/98</u>	
Mayor	Date	

Planning Commission Meeting

June 22, 1998

Page -15-

AD 98-19:00: ADMINISTRATIVE ITEM (CEDAR LAKE APARTMENTS PUD)
NORTH OF EAST 15TH STREET AND WEST OF MORNINGSIDE DRIVE

This item was submitted by Mr. Tom Embach for property located north of E. 15th Street and west of Morningside Drive. The property is zoned R-2, Medium Density Residential and contains approximately 12 acres with 96 units proposed. The applicant wishes to discuss the progress of securing a connection to the west to Wood Avenue as required by the approval of LSD 98-4.10 which was heard by the Planning Commission April 13, 1998. The applicant requests the Planning Commission recommend condemnation of only a right of way or suggest an alternative which would present a solution to the negotiation.

STAFF'S RECOMMENDATION:

Staff recommends that Planning Commission forward a recommendation of condemnation to the City Council in order to secure a connection to Wood Ave. for this development.

There were no further staff comments.

Kurt Jones, Crafton Tull and Associates, appeared before the commission on behalf of the applicant.

Jones: He noted the applicant had previously been before the commission on the large scale development phase. The applicant had tried to avoid the connection to Wood Avenue at that time. He introduced Thomas Embach, who had been working on securing the connection. Mr. Jones stated at this time applicant requests the commission reconsider the requirement for the connection to Wood Street. The applicant maintains their position this connection would not be necessary for this development. This has been a costly endeavor.

PUBLIC COMMENTS:

There were no public comments.

PLANNING COMMISSION FINDINGS:

Tucker: He inquired about condemnation and when the City purchases the property was there a provision for recovery for the costs incurred.

Little: She responded, yes there was. She stated when condemnation was associated for ingress or egress needed for development and commission recommends condemnation to the City Council, the developer would bear 100% of the costs incurred. This would include the court costs and the purchase of the land.

Commissioner Odom moved to forward the recommendation for condemnation to City Council in order to secure connection to Wood Avenue. 100% of the costs incurred to be borne by the applicant.

Commissioner Tucker seconded said motion.

The roll was called and said motion carried on a vote of 6-0-0. Commissioner Reynolds, Commissioner Hoffman, and Commissioner Forney were not present.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

AD 98-19.00

III. E. 3

AD 98-19.00

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 501-575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Planning Commission
THRU: Alett Little, City Planner
FROM: Dawn T. Warrick, Development Coordinator
DATE: June 16, 1998 (for 6/22/98 PC)
SUBJECT: Street connection to Wood Ave.

Project: AD 98-19.00: Administrative Item (Cedar Lake Apartments PUD, pp 563) was submitted by Mr. Tom Embach for property located north of E. 15th Street and west of Morningside Drive. The property is zoned R-2, Medium Density Residential and contains approximately 12.00 acres with 96 units proposed. The applicant wishes to discuss the progress of securing a connection to the west to Wood Ave. as required by the approval of LSD 98-4.10 which was heard by the Planning Commission April 13, 1998. The applicant requests the Planning Commission recommend condemnation of only a right of way or suggest an alternative which would present a solution to the negotiation.

Recommendation: Staff recommends that Planning Commission forward a recommendation of condemnation to the City Council in order to secure a connection to Wood Ave. for this development.

Background: Attached are two letters and a map which indicate the progress which has been made by the applicant in regard to the PC requirement to provide a connection from the west property line of this project to Wood Ave.

The applicant has contacted all of the adjoining property owners and has concluded that the only property owner who is open to any type of negotiation is the McGowan family. However, this property owner is only interested in selling the entire tract, approximately 4.5 acres, for \$135,000.00.

The applicant is requesting assistance in being able to acquire only that property which would be necessary to accomplish the Planning Commission's condition of approval for his Large Scale Development. If this is not possible, or deemed unnecessary, the applicant requests reconsideration of this condition.

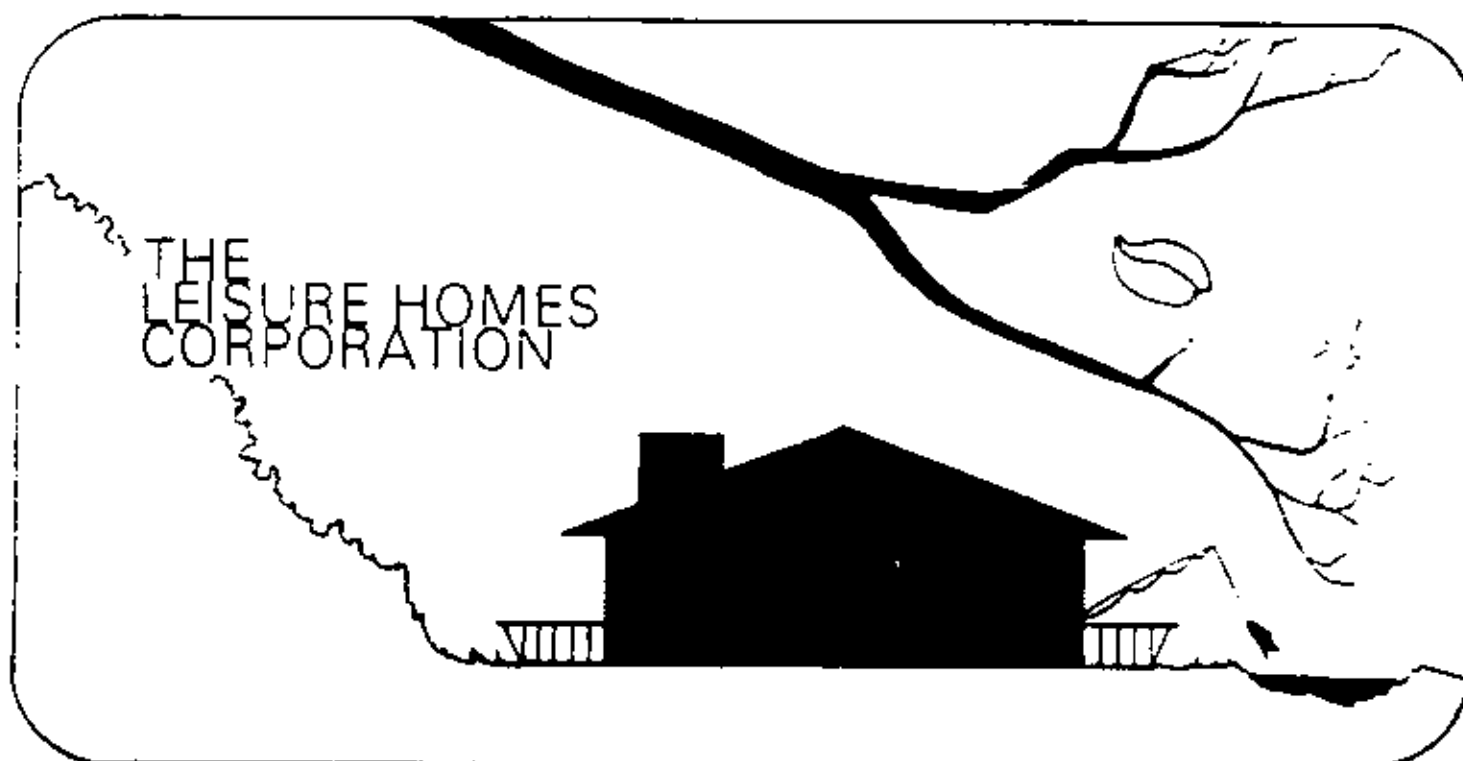
Side Note: The Planning Division has contacted the Housing Authority of the City of Fayetteville in regard to the extension of 12th Street to Wood Ave. At the time of this report, no response has been received. The letter is included in this report.

H:\USERS\COMMON\DAWN\T\REPORTS\CEDAR01.WPD

6.1

June 22, 1998 PC MEETING

AD 98-19.00: Administrative Item (Cedar Lake Apartments PUD)
North of E. 15th Street and west of Morningside Drive



LAND DEVELOPMENT

RESIDENTIAL & COMMERCIAL CONSTRUCTION

P.O. BOX 3030

MOUNTAIN HOME, ARKANSAS 72654-3030

870-424-7460

FAX 870-424-4746

June 8, 1998

Alett Little, City Planner
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

RECEIVED
JUN 9 1998
CITY PLANNING DEPT.

Subject: Cedar Lake Senior Citizen Apartments, Fayetteville, AR

Dear Alett:

In response to the conditions of the Planning Commission, regarding the final approval of our project, I have contacted all owners of the property which would give us access to Wood Street.

Only one family, Mr. and Mrs. Richard McGowan, are interested in selling. However, they will only sell their entire place, which includes a modest ranch home and approximately 5 acres. Their firm price is \$135,000. We have tried to obtain favorable loan terms to acquire this property but have been unable to secure same.

We certainly want to go forward with our project but these conditions (acquire land and constructing the street of approximately \$45,000) have become very burdensome. These extra costs will add approximately \$17.00 per month to our rents, which seriously impact their affordability.

Apparently there is very little hope of extending 12th Street directly to College (through public housing property) and the access to Wood Street itself has very marginal benefit to anyone.

We would appreciate the Planning Commission's help to either recommend condemnation of a right-of-way or suggest some other alternative to resolve this matter.

Thanks for your assistance in this matter.

Sincerely,

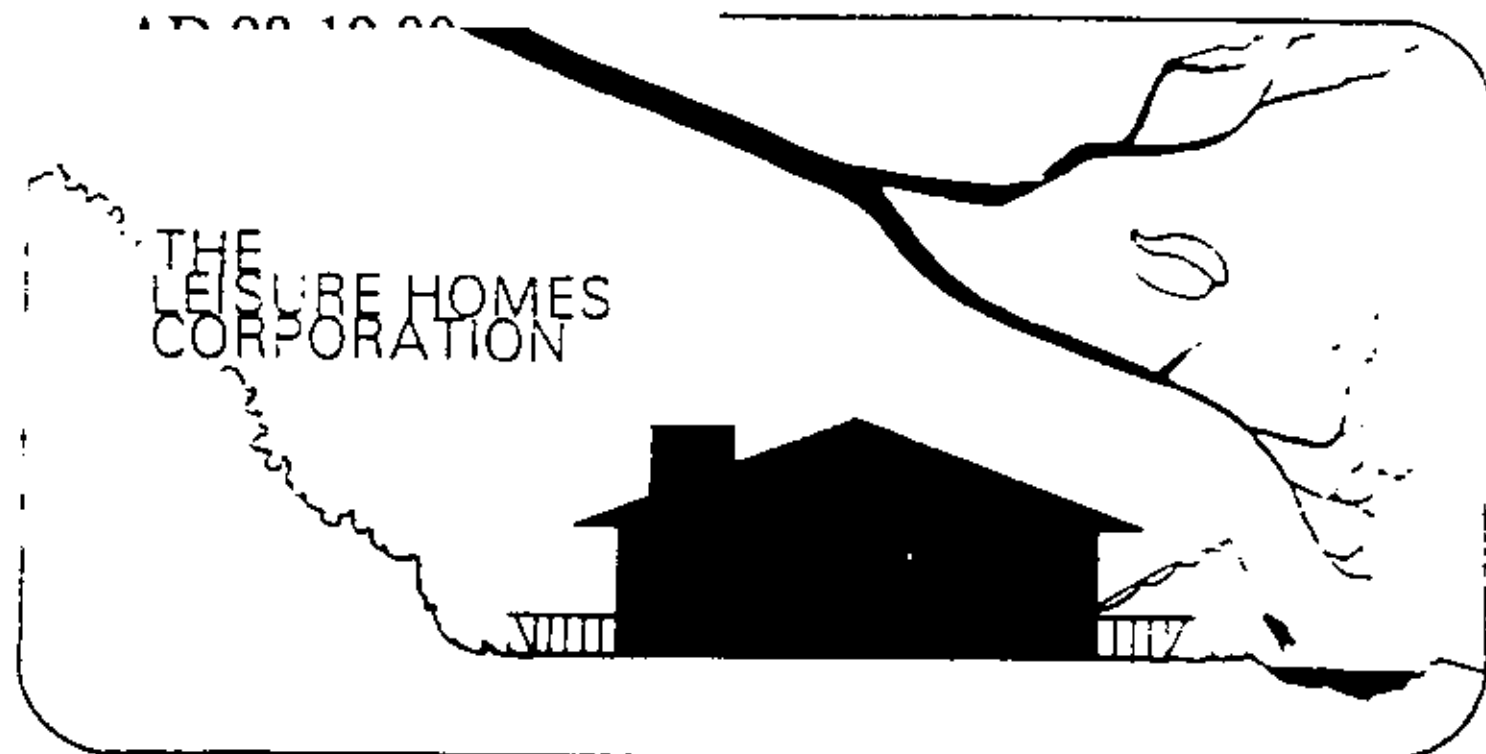
Thomas J. Embach

TJE/pln

6.2

June 22, 1998 PC MEETING

AD 98-19.00: Administrative Item (Cedar Lake Apartments PUD)
North of E. 15th Street and west of Morningside Drive



LAND DEVELOPMENT

RESIDENTIAL & COMMERCIAL CONSTRUCTION

P.O. BOX 3030

MOUNTAIN HOME, ARKANSAS 72654-3030

870-424-7460

FAX 870-424-4746

June 8, 1998

Alett Little, City Planner
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

RECEIVED
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We would appreciate the Planning Commission's help to either recommend condemnation of a right-of-way or suggest some other alternative to resolve this matter.

Thanks for your assistance in this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Tom Embach", is written over a horizontal line.

Thomas J. Embach

TJE/pln

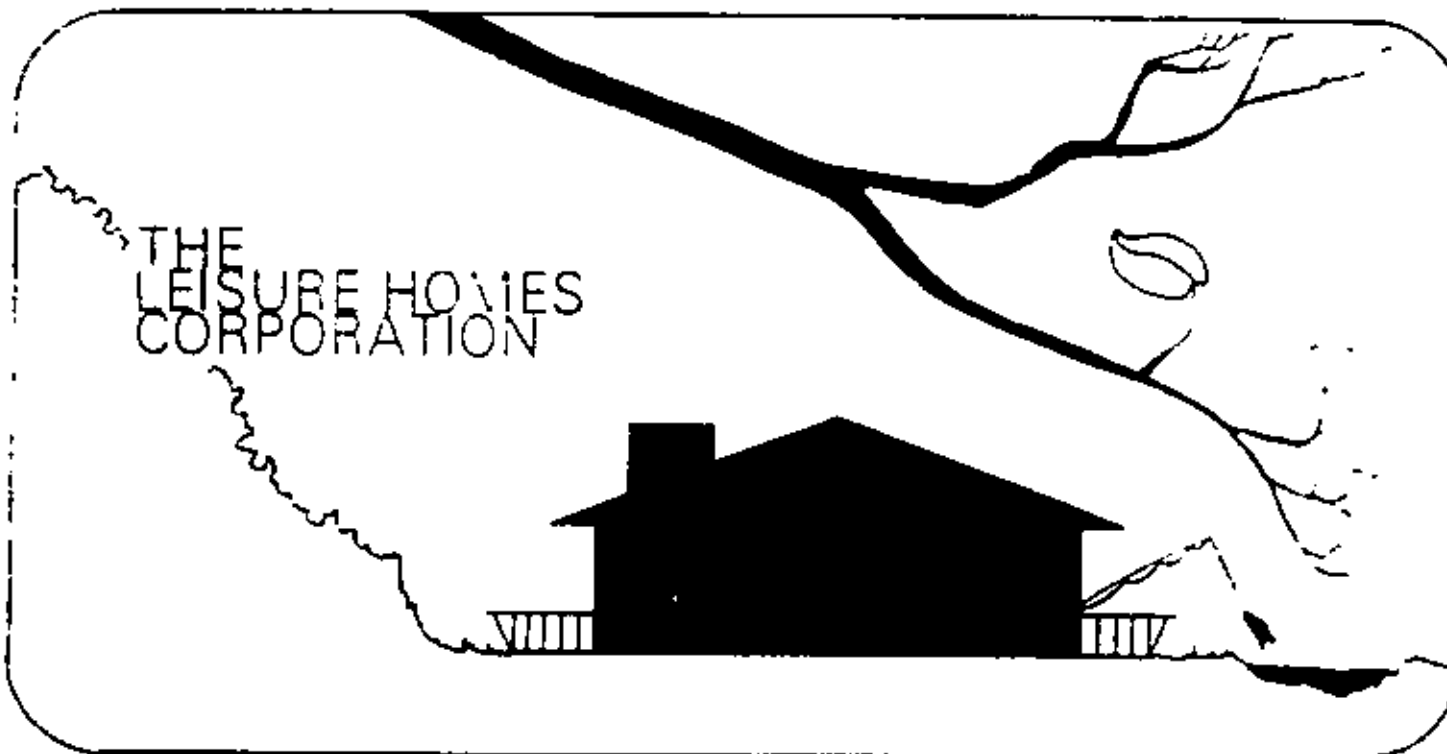
LAND DEVELOPMENT**RESIDENTIAL & COMMERCIAL
CONSTRUCTION**

P.O. BOX 3030

MOUNTAIN HOME, ARKANSAS 72654-3030

870-424-7460

FAX 870-424-4746



June 15, 1998

Allett Little, City Planner
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Subject: Cedar Lake Senior Citizen Apartments, Fayetteville, AR

Dear Allett:

As per our phone conversation, I am enclosing a map of the area west of and contiguous to our east property line, which indicates the property owners.

We have contacted all three owners and the following is our report:

- 1) Mrs. Arlene Kelly Mounce has stated publicly at the Planning Commission meeting she and her family are not interested in any way to have a road through their property. (You should have a copy of the letter she read at the meeting.)
- 2) Mrs. Mounce's brother owns house #2, but there is 150 feet strip of land between his rear property line and our west line which is owned by Richard McGowan (see map).
- 3) Richard McGowan is willing to sell his property, all or nothing (approximately 4.5 acres and house for \$135,000).

Your's and the planning commission's assistance in this matter will be greatly appreciated.

Sincerely,

Thomas J. Embach
Thomas J. Embach

TJE/pln

Enc: Map

JUN 16 1998

CITY PLANNING DEPT

PC Meeting of 13 Apr 98

FAYETTEVILLE

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

Cedar Lake Apartments
aka Fayetteville Senior Apartments

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Dawn Warrick, Jim Beavers, P.E.
DATE: 7 April 98

Project: LSD 98-4.10: Large Scale Development (Cedar Lake Apartments, PUD aka Fayetteville Senior Apts., pp 563) as submitted by Northwest Engineers and William Anderson, architect on behalf of Thomas J. Embach for property located north of East 15th Street and west of Morningside Drive. The property is zoned R-2, Medium-Density Residential and contains approximately 12 acres.

Findings: This project was originally submitted as "Fayetteville Senior Citizens Apts."

An administrative request was heard by the Planning Commission on February 23, 1998 concerning street designation (private vs. public) and connectivity and setbacks from the proposed water feature. The Planning Commission approved the following motion "require a single connection to the north, a single connection to the west and a waiver of the setback requirements from water features from 100 feet to 25 feet and that all streets be made public." The motion carried 8-0-0.

The project was then resubmitted as "Cedar Lake Apts." for the March 18, 1998 Plat Review. This project is proposed to be a PUD. The applicants are requesting a reduction in the setback from city street right-of-way from 25 feet to 10 feet.

Recommendation: Approval subject to the following conditions of approval.

Conditions of Approval:

1. Planning Commission determination on the applicant's requirement to stub a public street to the west for future extension or to physically obtain right-of-way and construct a public street west of the proposed development to Wood Street (refer to the Subdivision Committee minutes).

6.4

PC Meeting of 13 Apr 98

FAYETTEVILLE

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

Cedar Lake Apartments
aka Fayetteville Senior Apartments

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THRU: Alett S. Little, City Planner
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6.4

June 22, 1998 PC MEETING

AD 98-19.00: Administrative Item (Cedar Lake Apartments PUD)
North of E. 15th Street and west of Morningside Drive

2. Planning Commission decision on the applicant's variance request for setback reduction from street right-of-way from 25 feet to 10 feet.
3. Planning Commission determination of the parking which backs into the public right of way on the northwest corner of the project. Staff had requested that all parking be designed such that vehicles will not back into streets.
4. Planning Commission decision on the request for variance from City Street Standards. The Street standards require a min. tangent length of 100 feet and the applicant is requesting a min. tangent length of 50 feet. Staff supports this specific request.
5. Greenspace shall comply with the PUD ordinance and criteria.
6. All streets, including the streets shown in phase II, shall be constructed in the initial phase I.
7. Money in lieu of improvements in the amount of \$15,869.00 to be escrowed for the development's 255 lf of frontage on Morningside Drive. The estimate is for one-half (14 feet) of a standard street with drainage and does include sidewalks.
8. Payment of parks fees prior to the issuance of a building permit in the amount of \$23,040.00 (96 units @ \$240.00 each).
9. The water feature's shoreline shall be a minimum of 50 feet from the south property line.
10. Plat Review and Subdivision comments (to include written staff comments mailed to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, TCA Cable)
11. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only.

All public improvements are subject to additional review and approval.

All improvements shall comply with City's current requirements.

Fire protection requirement's shall meet the Fire Chief's recommendations.

12. Sidewalk construction in accordance with current standards. Sidewalks along Morningside are recommended to be deferred until street construction. Streets within the development (residential) shall have a 4' sidewalk with a minimum 5' greenspace along one side of each street.
13. Large Scale Development approval to be valid for one calendar year. Construction must start within this one year time period or the development approval is void.
14. Prior to the issuance of any building permits the following is required:
 - a. Grading and drainage permits
 - b. Separate easement plat for this project
 - c. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by §159.34 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

BACKGROUND (also refer to the Findings above):

The project was heard at the April 2, 1998 Subdivision Committee (SDC) meeting. Discussion at the SDC included parking lot layout, drainage concerns of the adjacent property owners, setback reductions and street connectivity to the west and the north.

The Subdivision Committee voted to send the proposed development to the Planning Commission as a whole with the following conditions: "That all parking lots have a minimum (throat length) of 25 feet; require a connection to the west and determine if the developer pays the full cost or if there will be any City contribution; recommend a waiver for the distance between the property line and the setback of the lake which is 100 feet (to 50 feet); recommend a waiver on the tangent for the difference between the curb (curve) and the street as shown on the plat; recommend approval of the variance for the building setback to a minimum of 10 feet.

Please refer to the April 2, 1998 SDC minutes for details.

INFRASTRUCTURE:

- (a) Water is available along Morningside.
- (b) Sanitary sewer is on the property but the pipe integrity must be analyzed in the final

12. Sidewalk construction in accordance with current standards. Sidewalks along Morningside are recommended to be deferred until street construction. Streets within the development (residential) shall have a 4' sidewalk with a minimum 5' greenspace along one side of each street.
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Please refer to the April 2, 1998 SDC minutes for details.

INFRASTRUCTURE:

- (a) Water is available along Morningside.
- (b) Sanitary sewer is on the property but the pipe integrity must be analyzed in the final

(c) Streets. Public Streets proposed to loop from Morningside and stub to the west. Planning Commission to provide a recommendation to the west. Note that it is the City Council, not the Planning Commission which has the authority to obligate public funds.

PLANNING COMMISSION ACTION: yes Required
 Approved Denied

Date: _____

CITY COUNCIL ACTION: no Required
 Approved Denied

Date: / /

by

title

date

LSD 98-4-00: LARGE SCALE DEVELOPMENT (CEDAR LAKE APARTMENTS aka FAY. SENIOR APT. - NORTH OF EAST 15TH STREET AND WEST OF MORNINGSIDE DRIVE

Submitted by Geoffrey Bates of Northwest Engineers, and William Anderson, architect on behalf of Thomas J. Embach for property located north of East 15th Street and west of Morningside Drive. The property is zoned R-2, Medium Density Residential, and contains approximately 12 acres.

Findings: This project was originally submitted as "Fayetteville Senior Citizens Apartments."

Staff recommendation: Approval subject to conditions of approval as noted by Mr. Odom.

- ☐ Ms. Little stated there no further conditions, and noted a letter had been distributed and staff did not have signed condition of approval.

Kurt Jones appeared on behalf of Thomas J. Embach, the owner. Mr. Jones stated the items he would address were #3 parking spaces backing onto the streets. He stated he was under the impression this was worked out, but he would be willing to work with the staff and was under the impression four would be allowed.

- ☐ Mr. Odom re-read Item #7 and noted it "does include sidewalks."

Mr. Jones then mentioned the parking arrangement at the northwest corner, and the variances requested. No final agreements for right-of-way and approval would be contingent on and are pursuing this at the present time.

Public:

Arlene Sperley stated she does not want street there and gave a memorandum in this regard. She read the letter she had submitted to the Planning Commission. Attached as Exhibit B to minutes herein.

Ms. Sperley stated Morgan Manor currently drained onto her property and would cause more flooding. She stated her son was planning on building and she was wanting to put a duplex there.

Discussion:

- ☐ Ms. Johnson noted at Subdivision meeting there was a recommendation that all parking lots have a minimum throat length of 25 feet. Therefore, she proposed adding a condition No. 15 of minimum of 25 feet.

It was noted this recommendation was noted after Item No. 14.

Mr. Jones addressed this development was zoned R-2 and currently were proposing 96 units approximately 12 acres. Allowable R-2s are 24 units, therefore, we would be developing to 1/3 of full potential and developer has made sincere effort to not over develop property.

- ☐ Mr. Forney addressed the issue of parking at northwest corner being an issue - be waived.
- ☐ Mr. Conklin stated it was brought up and staff agreed and was willing to go along with that.
- ☐ Ms. Little stated Condition No. 3 addresses this issue and there is public right-of-way and it is a future condition. There was no provision for and if Planning Commission wants to ratify then they can do that tonight. She further stated adequate room would have to be accommodated if closer to the buildings.
- ☐ Mr. Tucker inquired as to Subdivision Committee's feeling as to condition #1 right-of-way issue.

LSD 98-4.00: LARGE SCALE DEVELOPMENT (CEDAR LAKE APARTMENTS aka FAY. SENIOR APT. - NORTH OF EAST 15TH STREET AND WEST OF MORNINGSIDE DRIVE

Submitted by Geoffrey Bates of Northwest Engineers, and William Anderson, architect on behalf of Thomas J. Embach for property located north of East 15th Street and west of Morningside Drive. The property is zoned R-2, Medium Density Residential, and contains approximately 12 acres.

Findings: This project was originally submitted as "Fayetteville Senior Citizens Apartments."

Staff recommendation: Approval subject to conditions of approval as noted by Mr. Odom.

- ☐ Ms. Little stated there no further conditions, and noted a letter had been distributed and staff did not have signed condition of approval.

Kurt Jones appeared on behalf of Thomas J. Embach, the owner. Mr. Jones stated the items he would address were #3 parking spaces backing onto the streets. He stated he was under the impression this was worked out, but he would be willing to work with the staff and was under the impression four would be allowed.

- ☐ Mr. Odom re-read Item #7 and noted it "does include sidewalks."

Mr. Jones then mentioned the parking arrangement at the northwest corner, and the variances requested. No final agreements for right-of-way and approval would be contingent on and are pursuing this at the present time.

Public:

Arlene Sperley stated she does not want street there and gave a memorandum in this regard. She read the letter she had submitted to the Planning Commission. Attached as Exhibit B to minutes herein.

Ms. Sperley stated Morgan Manor currently drained onto her property and would cause more flooding. She stated her son was planning on building and she was wanting to put a duplex there.

Discussion:

- ☐ Ms. Johnson noted at Subdivision meeting there was a recommendation that all parking lots have a minimum throat length of 25 feet. Therefore, she proposed adding a condition No. 15 of minimum of 25 feet.

It was noted this recommendation was noted after Item No. 14.

Mr. Jones addressed this development was zoned R-2 and currently were proposing 96 units approximately 12 acres. Allowable R-2s are 24 units, therefore, we would be developing to 1/3 of full potential and developer has made sincere effort to not over develop property.

- ☐ Mr. Forney addressed the issue of parking at northwest corner being an issue - be waived.
- ☐ Mr. Conklin stated it was brought up and staff agreed and was willing to go along with that.
- ☐ Ms. Little stated Condition No. 3 addresses this issue and there is public right-of-way and it is a future condition. There was no provision for and if Planning Commission wants to ratify then they can do that tonight. She further stated adequate room would have to be accommodated if closer to the buildings.
- ☐ Mr. Tucker inquired as to Subdivision Committee's feeling as to condition #1 right-of-way issue.

Planning Commission Minutes**April 13, 1998****Page -7-**

- Mr. Forney said the committee's recommendation was the project should not go forward without gaining access to the east.

Mr. Jones understood this to be a requirement and his drawing reflected a possible connection.

- Mr. Reynolds stated his concern was access for the senior citizens to Walker Park without getting on Morningside without someone getting killed, and did not see any way until a solution to a street access was obtained.

Mr. Jones stated they were in the process of talking to property owners to property further to the south. He stated the Subdivision Committee stated if solution did not work out and their ability to obtain access to 12th street fell through, then the project would have to be revisited at that point.

- Mr. Beavers stated he had referred the developer to send a letter to the Public Works Director and to CIP.
- Mr. Reynolds stated there were concerns such as theft of mail at Morgan Manor, drainage, and a need for a fence along Wood Avenue.

Mr. Jones stated they have allowed for connection anywhere along the right of way and were not planning to develop anything east of property. He further stated they do have property on south end for possible connection. This owner has already purchased additional property for connection to Morningside.

- Mr. Reynolds reiterated his concern for the health and safety for senior citizens and the need for another entrance for emergency vehicles.

Jones was in agreement and was seeking approval contingent on getting access required.

- Ms. Little stated 12th street was the optimum connection for the Senior Citizen Center. If developer was unable to acquire right-of-way, developer could go to City Council acquisition procedures and developer bear the cost. Discussion was concerning to the south and that would be better than no connection, but 12th Street was optimum.
- Mr. Forney agreed 12th Street would be the best direction to go. He stated he did understand developer may have difficulty and Ms. Sperling's concerns, and Planning Commission agree and limit their access to Morningside and direct to Wood Street. Western connection to 12th street would be the ideal connection. He further stipulated to mandate some connection to Wood Street. There is a large pond spillway would possibly help the drainage situation.
- Mr. Estes inquired about the sidewalks along Morningside Drive on 2 sides of piece of property going North and whether the City would pay for the portion that was void.
- Ms. Little stated on Page 3.3 there was approximately 133 feet and 125 feet on North side. Also a large ditch there. Sidewalks are recommended be deferred until Morningside Street be constructed.

Mr. Reynolds moved to table project until we get all paperwork and new drawing showing a street to 15th street.

Mr. Jones noted he had turned in revised drawings which reflected provisions for 15th Street and one to Wood and two to Morningside.

Mr. Forney moved to approve project with number of conditions: 1. Public street to the west for future extension. Approval of preliminary plat require connection of a public street to Wood Street from west property line of this project. 2. Grant variance 25 feet to 10 feet 3. The northwest corner parking be eliminated 4. The required minimum tangent length of 100' be waived and 50' variance be allowed and reconfirm #15 - 25' minimum throat length be required to all parking lots and all other conditions of approval.

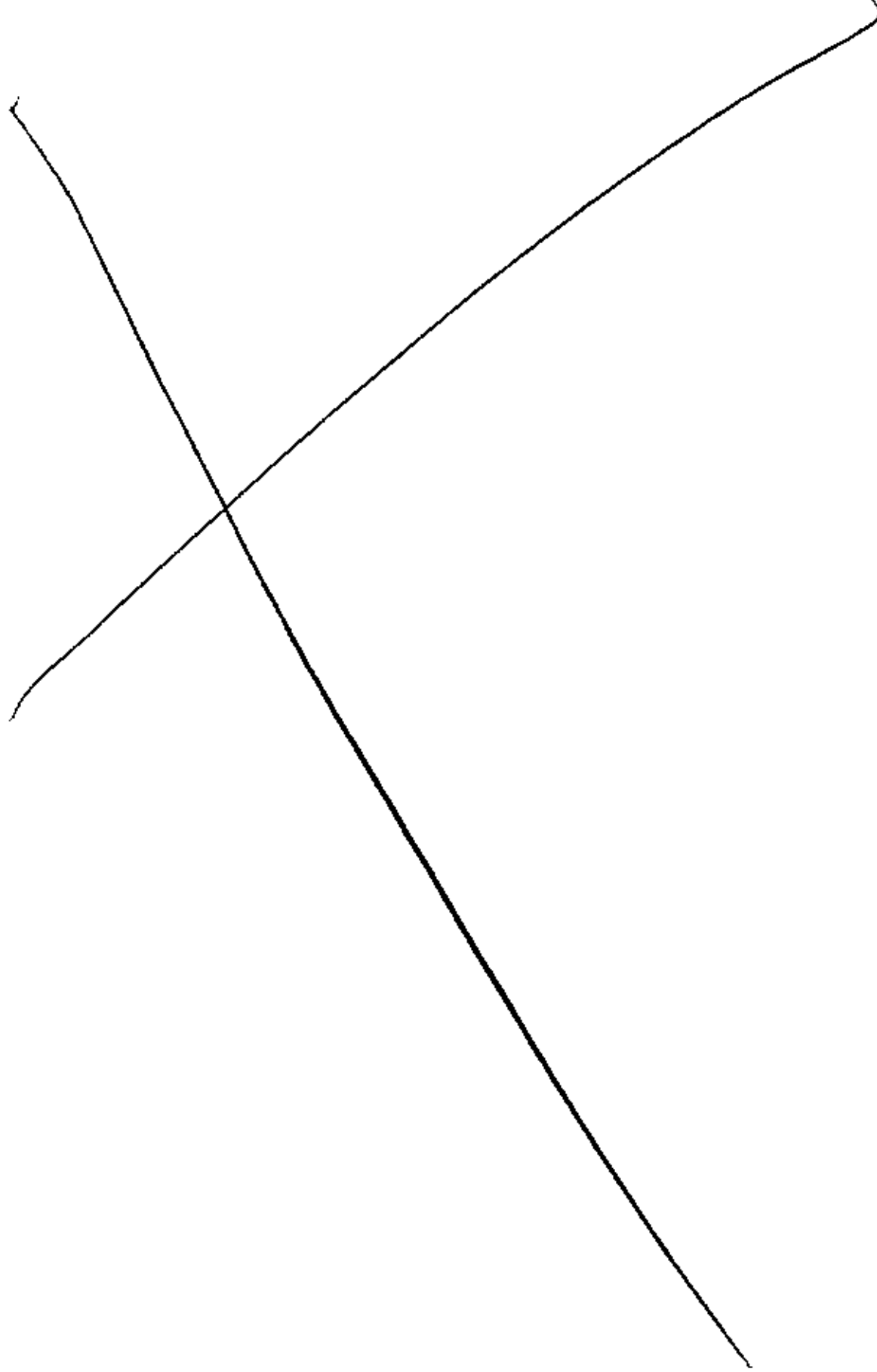
Ms. Johnson seconded said motion.

Mr. Tucker inquired if motion address the existing Wood Street.

Mr. Forney stated the motion does not address the possible extension of Wood Street, it only requires connection from the east to the west to Wood Street as it exists.

Mr. Odom stated the city ordinance the post flow be no greater than the free-flowing water problem.

The roll was called and said motion carried with a vote of 7-1-0. Mr. Reynolds voted nay.



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The roll was called and said motion carried with a vote of 7-1-0. Mr. Reynolds voted nay.

FAYETTEVILLE

AD 98-19.00

III. E. 13

AD 98-19.00

THE CITY OF FAYETTEVILLE, ARKANSAS

June 11, 1998

Housing Authority of the City of Fayetteville
1 North School Street
Fayetteville, AR 72701

Re: Street extension in area of Morgan Manor

Dear Sir or Madam:

I am writing in regard to a development that was recently approved by the City's Planning Commission. The project, called Cedar Lake Apartments, is located just east of Morgan Manor. During the review process and discussions surrounding this project, it was determined by staff and the Planning Commission that a connection to 12th Street would enable the residents of this senior housing facility to access the new Senior Center directly without having to utilize 15th Street or Morningside Drive. Since Cedar Lake Apartments is an elderly housing project, it would be a great benefit for those residents to be able to walk, or in inclement weather to drive, to the new Senior Center.

I am contacting you because I researched assessment records for Morgan Manor and learned that your agency was listed as owner. The Planning Commission would like to explore all possibilities for street connectivity in this area. Attached you will find a map showing the location of Cedar Lake Apartments and how it relates to your property. The main question is whether you would consider a connection to 12th Street from the west in order to create a through street with sidewalks between Wood Ave. and College Ave. A response from the Housing Authority is requested.

I would be glad to meet with you and/or your board to answer any questions concerning this letter. Please feel free to contact me at the Planning Office (575-8264). Thank you in advance for your prompt consideration of this information.

Sincerely,



Dawn T. Warrick
Development Coordinator

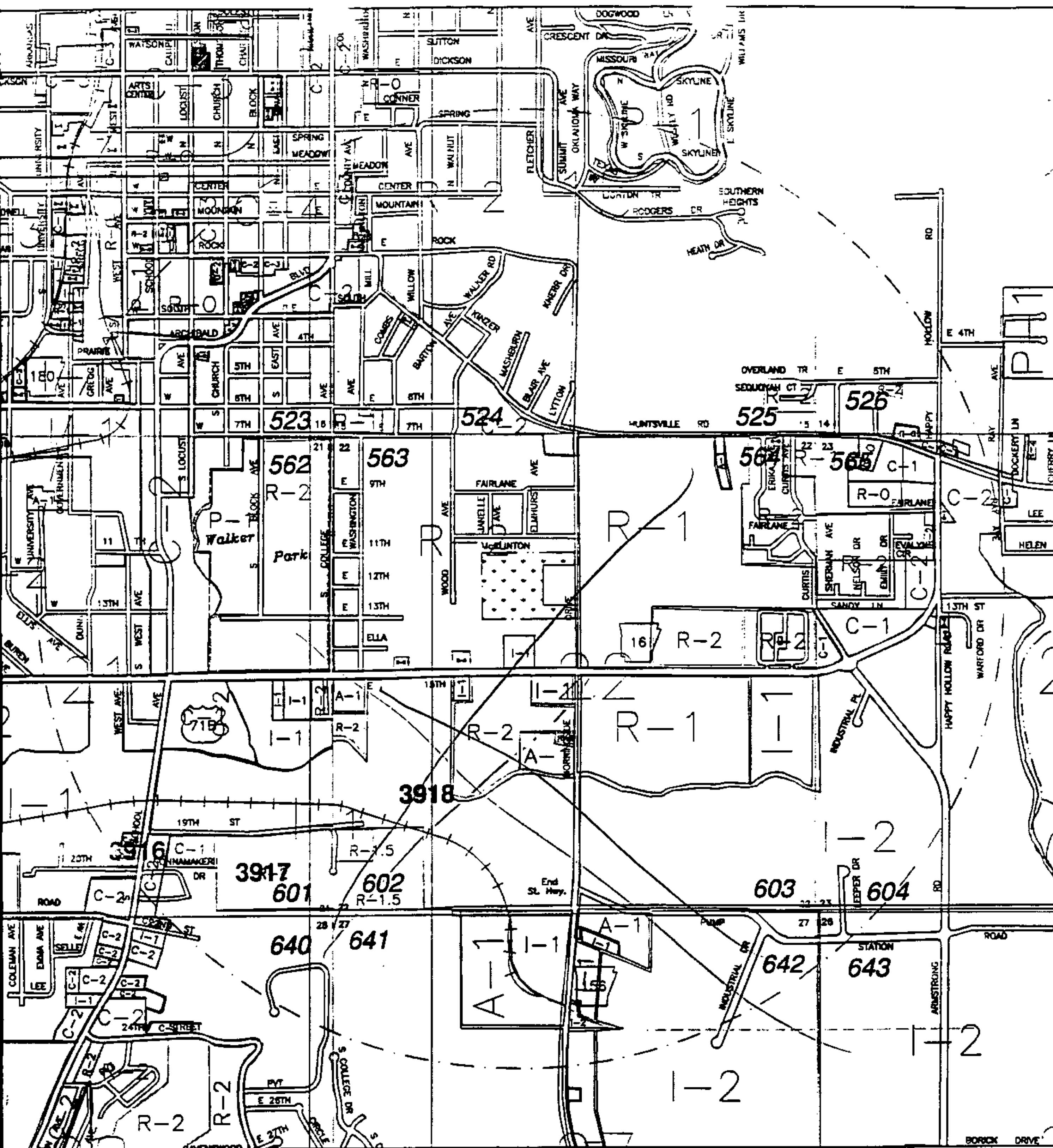
cc: File (LSD 98-4.10, pp 563)

D:\MyFiles\WPDOCS\CORRESPOND\cedar1.wpd

6.11

June 22, 1998 PC MEETING

AD 98-19.00: Administrative Item (Cedar Lake Apartments PUD)
North of E. 15th Street and west of Morningside Drive



SCALE: 1" = 1,500'



6.12

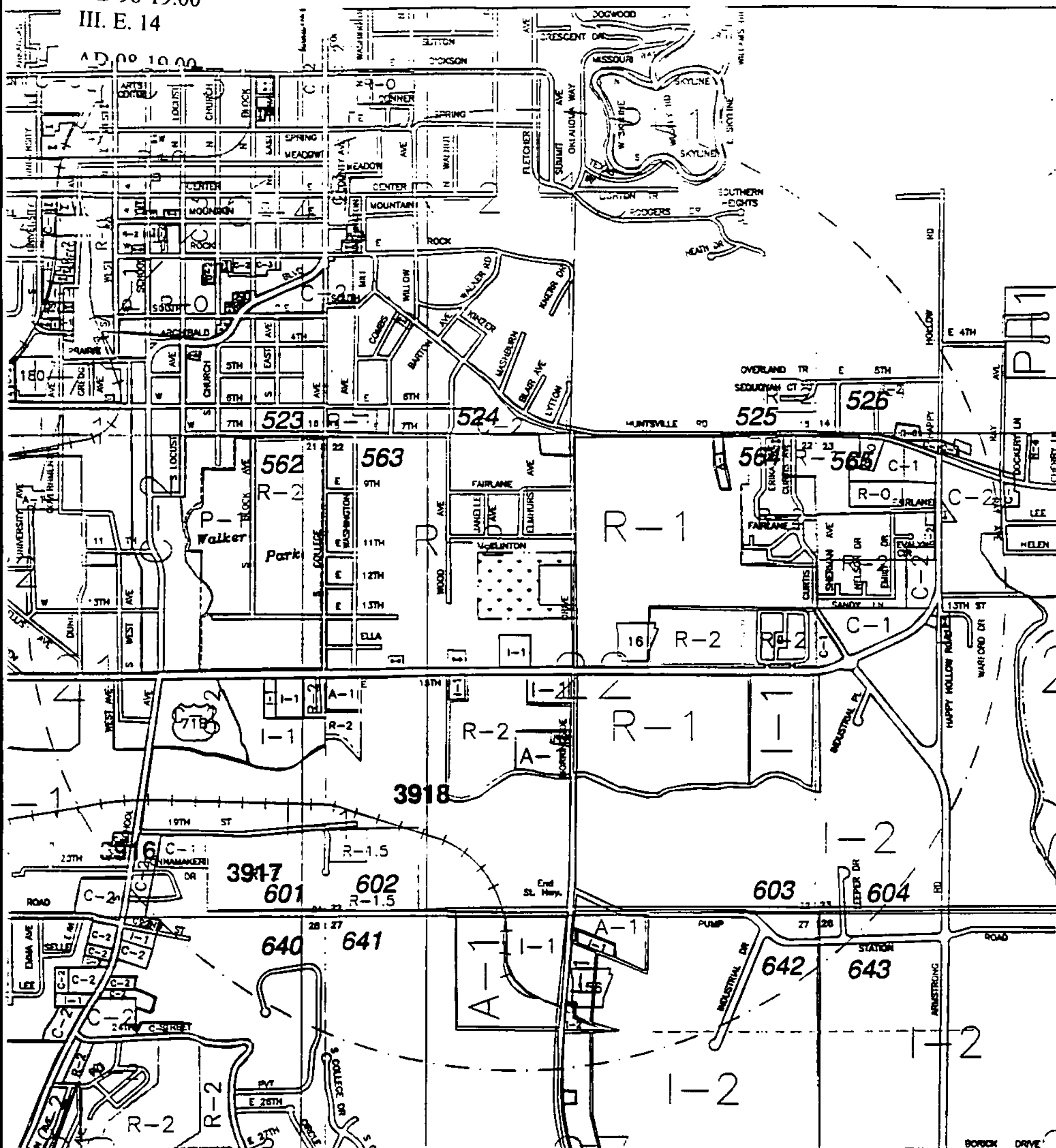
June 22, 1998 PC MEETING

AD 98-19.00: Administrative Item (Cedar Lake Apartments PUD)
North of E. 15th Street and west of Morningside Drive

AD 98-19.00

III. E. 14

AD 98-19.00



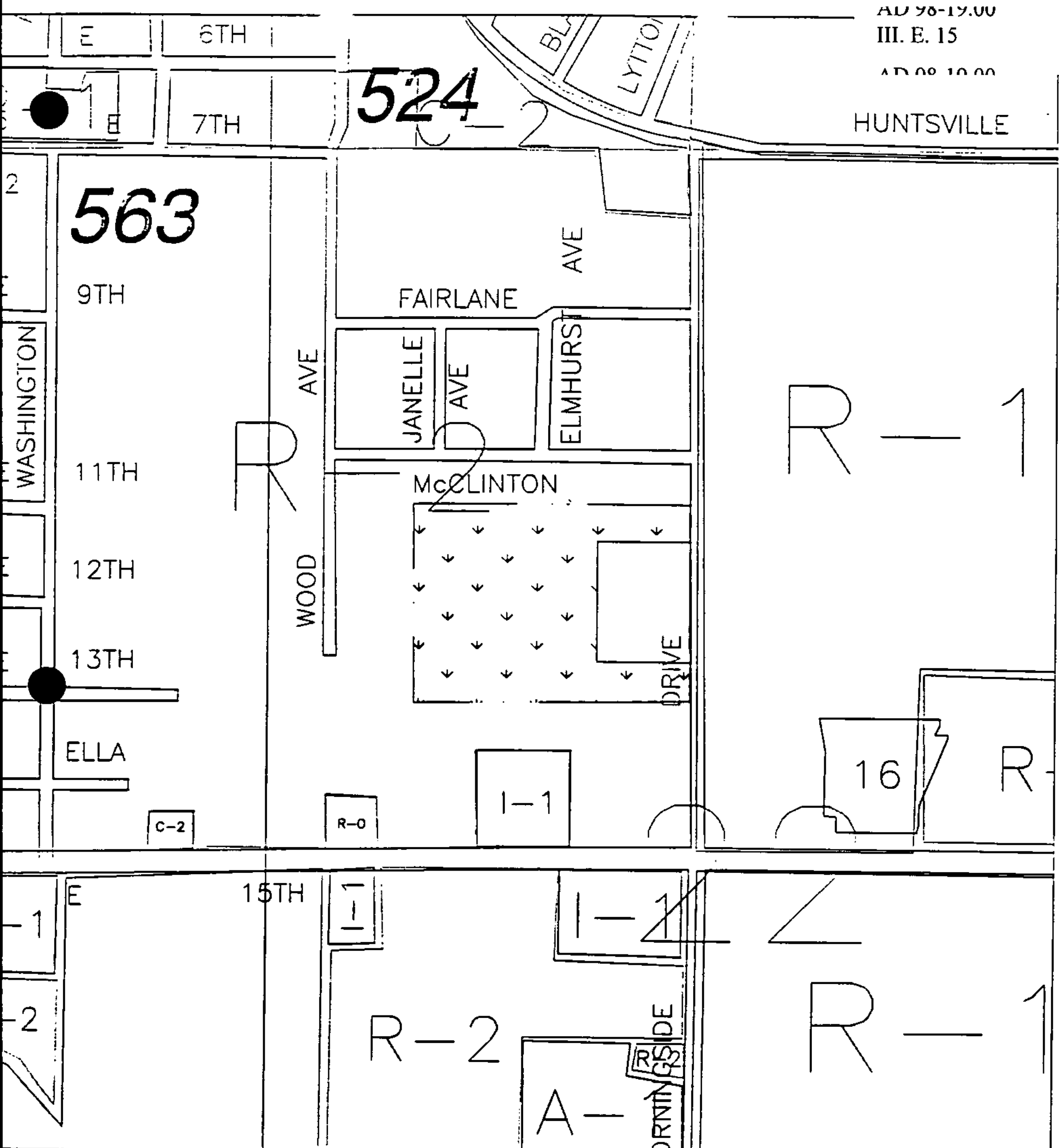
SCALE: 1" = 1,500'



G.12

June 22, 1998 PC MEETING

AD 98-19.00: Administrative Item (Cedar Lake Apartments PUD)
North of E. 15th Street and west of Morningside Drive



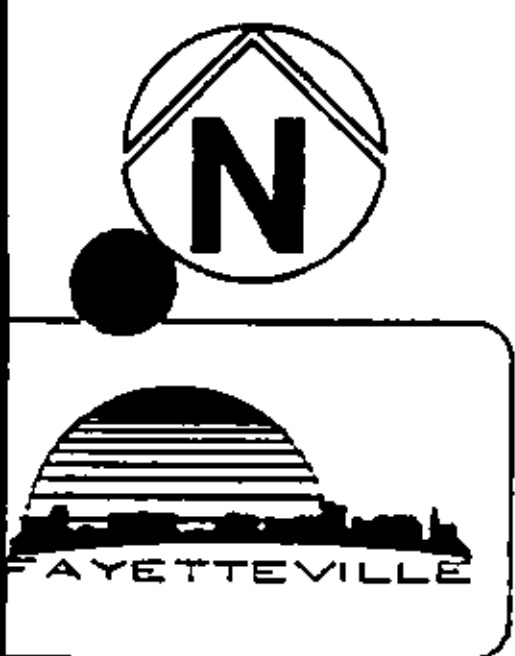
AD 98-19.00

III. E. 15

AD 00 10 00

HUNTSVILLE

SCALE: 1" = 500'

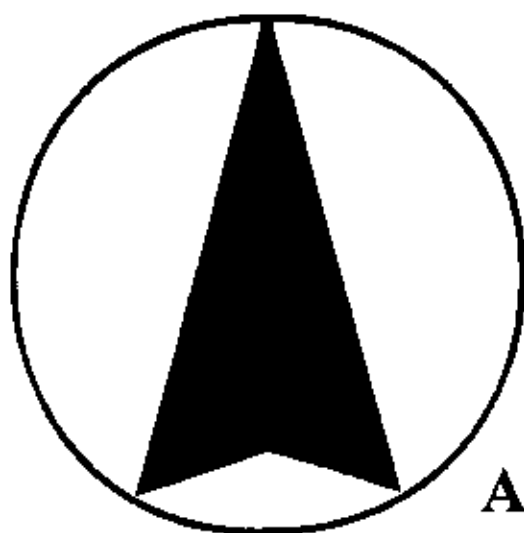
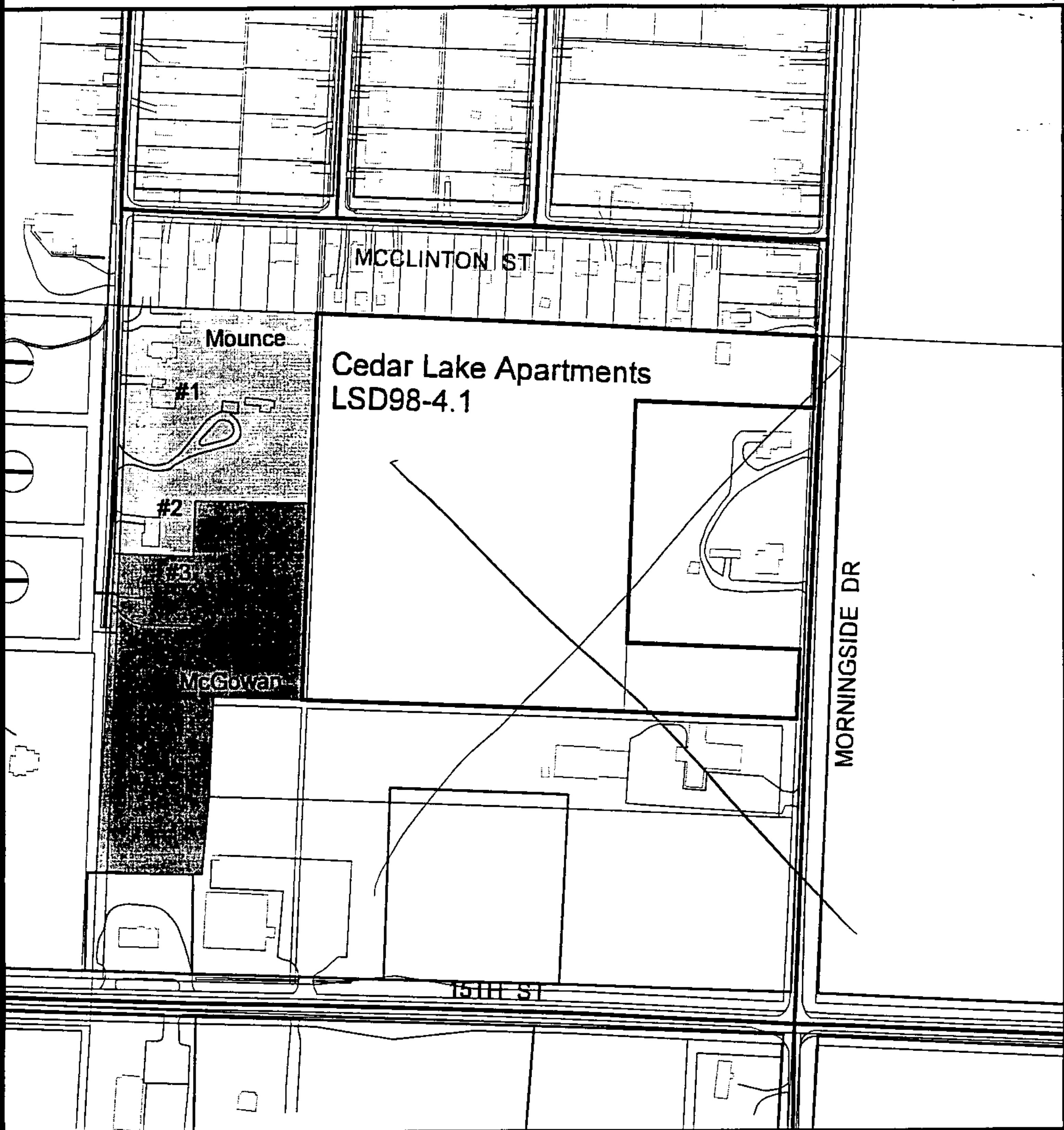


6.13

June 22, 1998 PC MEETING

AD 98-19.00: Administrative Item (Cedar Lake Apartments PUD)

North of E. 15th Street and west of Morningside Drive



300 0 300 600 F

6.14

June 22, 1998 PC MEETING
AD 98-19.00: Administrative Item (Cedar Lake Apartments PUD)
North of E. 15th Street and west of Morningside Drive

AD 98-19.00
III. E. 16

AD 98-19.00

MCCLINTON ST

Mounce

#1

Cedar Lake Apartments
LSD98-4.1

#2

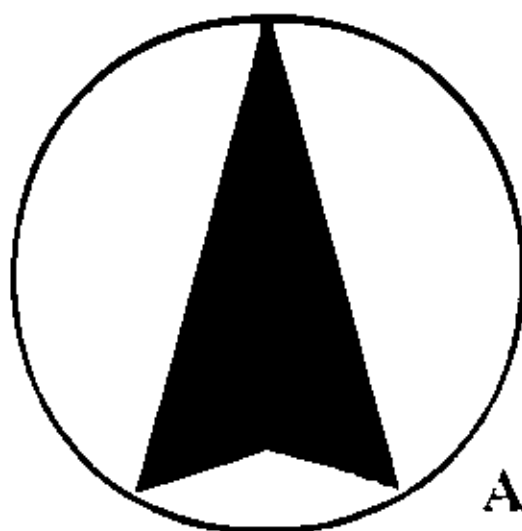
McGowan

MORNINGSIDE DR

15TH ST



FAYETTEVILLE



300 0 300 600 F

G.14

June 22, 1998 PC MEETING

AD 98-19.00: Administrative Item (Cedar Lake Apartments PUD)
North of E. 15th Street and west of Morningside Drive

STAFF REVIEW FORM

CIV 98-29

III. F. 1

CIV 98 20

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of July 21, 1998

FROM:

Jerry E. RoseCity AttorneyLegal

Name

Division

Department

ACTION REQUIRED: Consideration of an offer of settlement in City of Fayetteville v. Bramlett, CIV 98-29, submitted by Tom and Cheryl Bramlett. The property was needed for the Mud Creek Bridge Improvement Project.

COST TO CITY:

\$ 14,000

Cost of this Request

\$ 678,269

Category/Project Budget

Mud Creek Bridge Imp. Project

Category/Project Name

4470-9470-5817-00

Account Number

\$ 559,858

Funds Used To Date

Program Name93078-1030

Project Number

\$ 118,411

Remaining Balance

Sales Tax Capital Improvements

Fund

BUDGET REVIEW:

☒ Budgeted Item ☐ Budget Adjustment Attached

Budget CoordinatorAdministrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager7-7-98

Date ADA Coordinator

DateCity Attorney7-7-98

Date Internal Auditor

7-7-98

Date

Purchasing Officer7-8-98

Date

STAFF RECOMMENDATION:

Division HeadDateCross ReferenceDepartment DirectorDateNew Item: **Yes** **No**Administrative Services Director7/8/98

Date

Prev Ord/Res #: MayorDateOrig Contract Date:

III. F. 2

CIV 08 20

Thomas K. & Cheryl L. Bramlett6554 Wilkerson
Fayetteville, AR 72704Phone 582-1527
Fax 501-442-6192

July 06, 1998

Fayetteville City Attorney's Office
LaGayle McCarty
Fayetteville, Arkansas

Dear Ms. McCarty,,

This letter comes in response to the offer by the City of Fayetteville to have an official real estate appraisal on our property taken for street improvements. The appraisal done by David Ervin has been submitted to your office and we are prepared to make a settlement offer of \$14,000.00 for the property at 6554 Wilkerson, Fayetteville, Arkansas.

The City of Fayetteville began talks with us approximately two years ago about the use of our land for street improvement. Several verbal promises were made by city representatives concerning relocation of our driveway due to the dangerous proximity to the new Joyce Street; guard rails across from Joyce Street to prevent out-of-control vehicles from careening into our yard and/or house, and fair market price for our land. When the highway representative made the offer from the City of Fayetteville, she made it clear that none of these considerations were still open for discussion and the monetary offer was unacceptable to us as homeowners. We hope that the Fayetteville City Council will consider that our home sits on the acreage being affected by this street improvement, while other landowners involved in this deal have sold unused pasture land. The rapid commercial and residential growth to the area of our home has increased the value of our land and we believe the above mentioned offer is fair and just.

We appreciate your cooperation thus far and the support of city council members who insisted on reconsideration of your land purchase offer. Please place this matter on the agenda of the next Fayetteville City Council meeting. Please feel free to contact us at any time for more information at 442-9242(W) or 582-1527(H).

Sincerely,



Thomas K. & Cheryl L. Bramlett

CIV 98-29

III. F. 3

CIV 08 20



LOCATION : 6554 Wilkerson Road
Fayetteville AR 72703

CLIENT : The City of Fayetteville
113 West Mountain, Fayetteville, AR 72701

AS OF DATE : April 1, 1998

APPRAISER : David D. Ervin, RAA, GRI

Appraisal Professionals
17 1/2 E. Center Street
Suites 206 - 210
Fayetteville, Arkansas 72701

Attention: The City of Fayetteville
113 West Mountain

Dear The City of Fayetteville,

In accordance with your request, I have personally inspected and appraised the real property located at:

Proposed Land For Aquisition
at 6554 Wilkerson Road
Fayetteville, AR 72703

The purpose of the appraisal was to estimate the market value of the property, as improved, in fee simple, unencumbered by liens. A legal description of the property will be found herein.

In my opinion, the estimated market value of the property, as of April 1, 1998 is: 8626 s.f. @ 1.30 s.f + \$11,200 (r) + turnaround and drive way \$1,800 (\$13,000 total).

The attached report contains the description, analysis and supportive data for the conclusions and final estimate of value.

It has been a pleasure to assist you; if I may be of further service to you in the future, please let me know.

Sincerely,

David D. Ervin, RAA, GRI

APPAISAL PROFESSIONALS

LAND APPRAISAL REPORT

CIV 70-27

III. F. 5

Borrower Owner: Tom and Cheryl Bramlett Census Tract 105.03
 Property Address 6554 Wilkerson Road
 City Fayetteville County Washington State AR CIV 09-20
 Legal Description Part SE .86A, 22-17-30, Johnson Outlots: see legal attached
 Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised ☒ Fee ☐ Leasehold ☐ DeMinimus PUD
 Actual Real Estate Taxes \$ N/A (yr.) Loan charges to be paid by seller \$ N/A Other sales concessions N/A
 Lender/Client The City of Fayetteville Address 113 West Mountain Fayetteville, AR
 Occupant Bramlett Appraiser David D. Ervin Instructions to Appraiser Appraise subject property to estimate value of part taken in road project.

Location ☒ Urban ☐ Suburban ☐ Rural
 Built Up ☒ Over 75% ☐ 25% to 75% ☐ Under 25%
 Growth Rate ☐ Fully Developed ☐ Rapid ☒ Steady ☐ Slow
 Property Values ☐ Increasing ☒ Stable ☐ Declining
 Demand/Supply ☐ Shortage ☒ In Balance ☐ Over Supply
 Marketing Time ☐ Under 3 Mos. ☒ 3-6 Mos. ☐ Over 6 Mos.
 Present Land Use 75% 1 Family 10% 2-4 Family % Apts. % Condo % Commercial
 % Industrial 15% Vacant %
 Change in Present Land Use ☐ Not Likely ☐ Likely (*) ☒ Taking Place (*)
 (*) From Agricultural To Residential
 Predominant Occupancy ☒ Owner ☐ Tenant % Vacant
 Single Family Price Range \$65 to \$100 Predominant Value \$85
 Single Family Age 2 yrs. to 40 yrs. Predominant Age 15 yrs.

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) Located in the south of Johnson and north of Fayetteville in an area of agricultural zoning which has commercial and residential influence. Located just west of the new entry road to the Northwest Arkansas Mall and Spring Creek shopping centers.

Dimensions 37,461 S.F. More Or Less - 37,461 S.F. + - Sq. Ft. or Acres ☐ Corner Lot
 Zoning Classification A-1, Agricultural Present Improvements ☒ Do ☐ Do not conform to zoning regulations
 Highest and Best Use ☐ Present Use ☒ Other (specify) Residential
 Public Other (Describe) OFF SITE IMPROVEMENTS
 Electricity ☒ Street Access ☒ Public ☐ Private
 Gas ☒ Surface Asphalt
 Water ☒ Maintenance ☒ Public ☐ Private
 San. Sewer ☒ Storm Sewer ☐ Curb/Gutter
☐ Undergroud Elec. & Tel. ☐ Sidewalk ☐ Street Lights
 Topo Gentle to Moderate
 Size .86 Acre
 Shape Mostly Rectangular
 View Residential
 Drainage Appears Adequate
 Is the property located in a HUD Identified Special Flood Hazard Area? ☒ No ☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) FEMA MAP 05143C00082 C, Zone X, dated 09-18-1991. Typical utility easements of record, however, reliance should be placed on a survey or title policy for final determination of easements, encroachments and hazards.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made thus, increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	<u>6554 Wilkerson Rd. Fayetteville, AR</u>	<u>L8 Ferguson's Glen Johnson, AR</u>	<u>L1 Ravenswood Johnson, AR</u>	<u>L12 Lenham Heights Johnson, AR</u>
Proximity to Subject		<u>1 mile North/NW</u>	<u>1/4 mile North</u>	<u>Across Street East</u>
Sales Price	\$ <u>N/A</u>	\$ <u>18,000</u>	\$ <u>14,000</u>	\$ <u>15,000</u>
Price /SqFt	\$ <u>N/A</u>	\$ <u>1.57</u>	\$ <u>1.52</u>	\$ <u>1.70</u>
Data Source	<u>Inspection</u>	<u>WD 97-9835</u>	<u>WD 94-59099</u>	<u>WD 92-24369</u>
Date of Sale and Time Adjustment	<u>DESCRIPTION</u>	<u>DESCRIPTION</u>	<u>DESCRIPTION</u>	<u>DESCRIPTION</u>
	<u>N/A</u>	<u>02-13-1997</u>	<u>08-09-1994</u>	<u>05-12-1992</u>
Location	<u>Avg-Good</u>	<u>Comparable</u>	<u>Comparable</u>	<u>Comparable</u>
Site/View	<u>37461 sf</u>	<u>11436 sf</u>	<u>9200 sf</u>	<u>8800 sf</u>
Access	<u>Good</u>	<u>Good</u>	<u>Good</u>	<u>Good</u>
Topography	<u>Gentle-Mod</u>	<u>Gentle</u>	<u>Gentle</u>	<u>Gentle</u>
		<u>- .25</u>	<u>- .25</u>	<u>- .25</u>
Sales or Financing Concessions	<u>N/A</u>	<u>None reported</u>	<u>None reported</u>	<u>None reported</u>
Net Adj. (Total)		☐ Plus ☒ Minus \$ <u>-0.25</u>	☐ Plus ☒ Minus \$ <u>-0.25</u>	☐ Plus ☒ Minus \$ <u>-0.25</u>
Indicated Value of Subject	<u>Price/SqFt</u>	\$ <u>1.32</u>	\$ <u>1.27</u>	\$ <u>1.45</u>

Comments on Market Data All the sales used are residential sales which are located in the Johnson area. Several sales were considered, however, the three sales chosen are felt to reflect a 5 to 6 year history of lot sales in subject's area.

Comments and Conditions of Appraisal Reliance should be placed on a title policy or survey for final determination of easements, encroachments and hazards.

Final Reconciliation Most emphasis is placed on the three comparable sales in the following order, #2, #1 and then #3. These sales are considered to be good indicators of the typical actions of buyers and sellers in subject's market.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF April 1, 1998 to be \$ 1.30 s.f.

Appraiser(s) David D. Ervin, RAA, GRI

Review Appraiser (if applicable) DAVID ERVIN

Certification/License #

☐ Did ☐ Did Not Physically Inspect Property

Borrower/Client Owner: Tom and Cheryl Bramlett

Address 6554 Wilkerson Road

City Fayetteville

County Washington

State AR

Zip Code 72703

Lender/Client The City of Fayetteville

ADDENDUM:

Purpose and Function of Report:

To estimate Value, for The City of Fayetteville and the Bramlett Family.

1 Year History and Present Ownership:

The current owner of the subject property is Tom and Cheryl Bramlett. Subject has not transferred in the past year.

Subject property is in a transitional area going from agricultural to residential/commercial. The property to the east is the new commercial mall area and the property to the immediate east is zoned residential. Due to subject's close proximity to this area, it appears the highest and best use appears to be consistent with the area which is predominantly residential and commercial. Subject property has some improvements which would be taken by the street acquisition which includes a concrete driveway and turn around area.

ADDITIONAL PHOTOGRAPH ADDENDUM

CIV 90-29

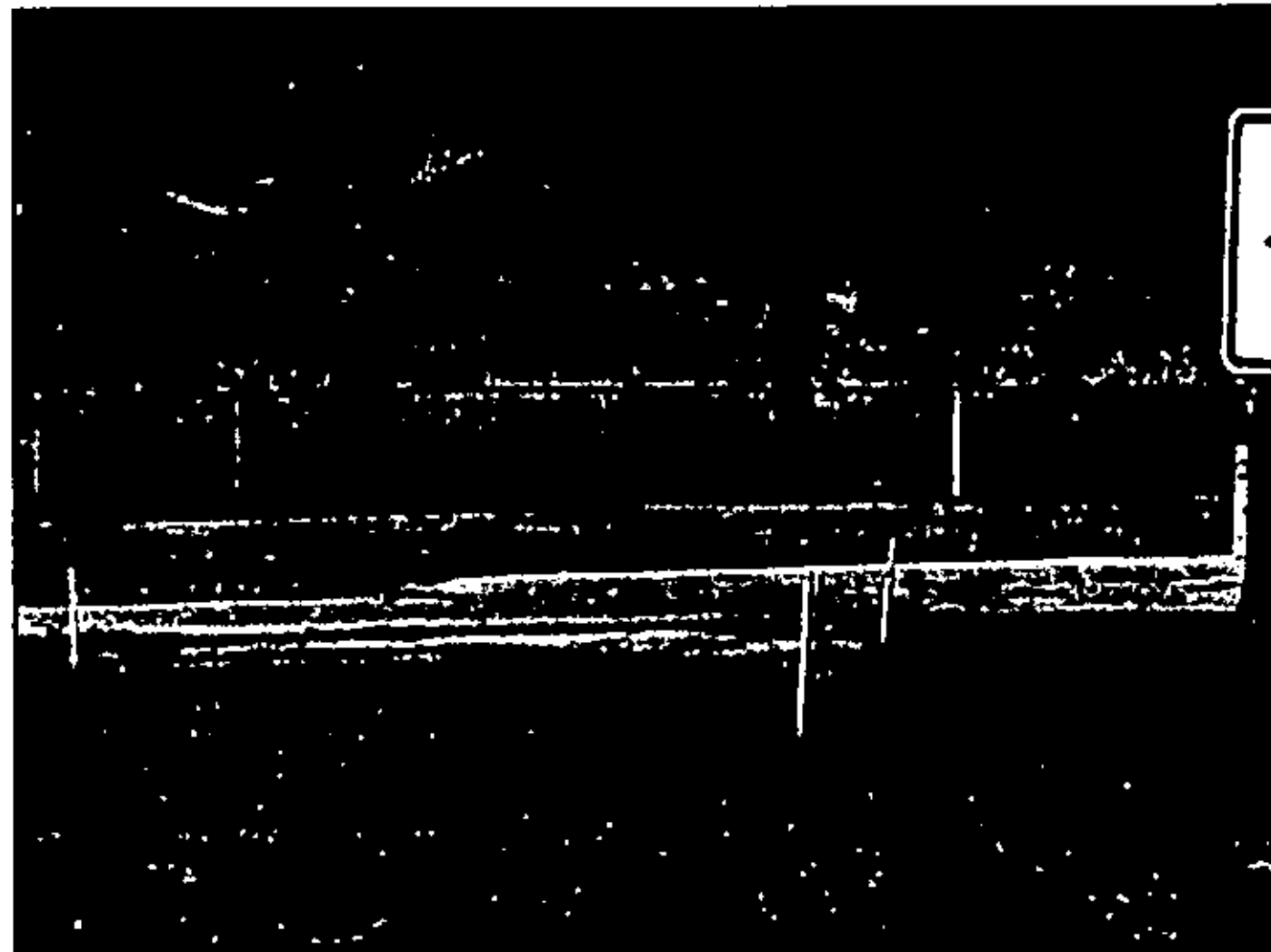
III. F. 7

CIV 00 00

Borrower / Client	Tom and Cheryl Bramlett						
Property Address	6554 Wilkerson Road						
City	Fayetteville	County	Washington	State	AR	Zip Code	72703
Lender	The City of Fayetteville						



FRONT OF SUBJECT PROPERTY

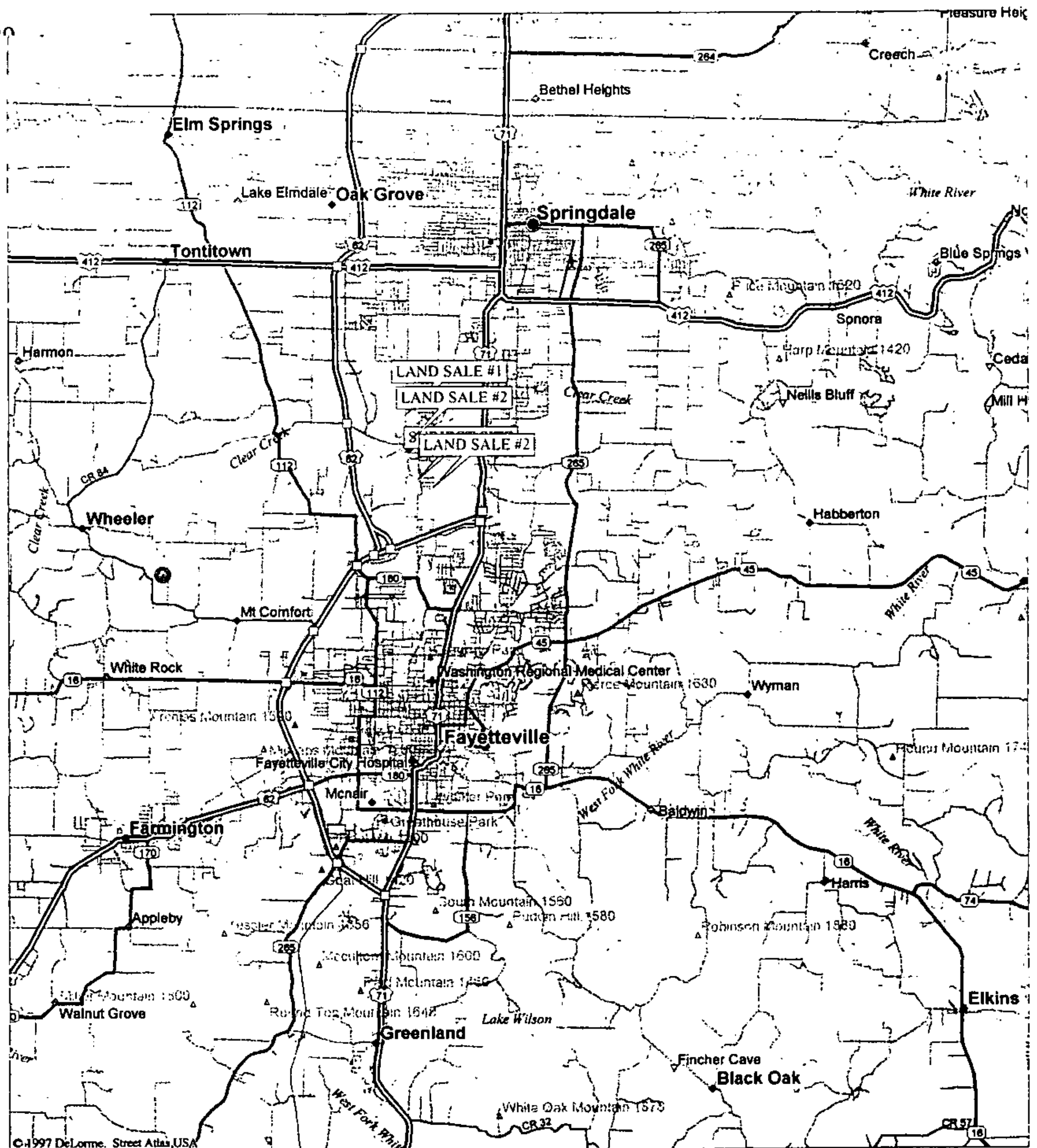


PROPOSED AREA TO BE TAKEN
FROM THE WHOLE



TURN AROUND AND SOUTH STREET
VIEW OF SUBJECT

LOCATION MAP





Washington County Real Estate Assessment Record

Parcel Number	785-18133-001			Property Type	RI
Location Address	6500			WILKERSON	
Owner	BRAMLETT, TOM K. & CHERYL L.				
Mailing Address	6554 WILKERSON				
	FAYETTEVILLE AR 72703				
Value Information					
Current year 1996					
	Appraised		Assessed		
Land value	7,500		1,500		
Imp. value	82,950		16,590		
Total value	90,450		18,090		
Legal Description					
Lot		Block		Section-Township-Range	22-17-30
Addition	22-17-30 JOHNSON OUTLOTS				
Legal	PT SE .86A				
Deed	08/19/94	94-52109	WD	273.90	83,000
School District	FAYETTEVILLE SCHOOLS		City description	CITY OF JOHNSON	

Residential Improvements

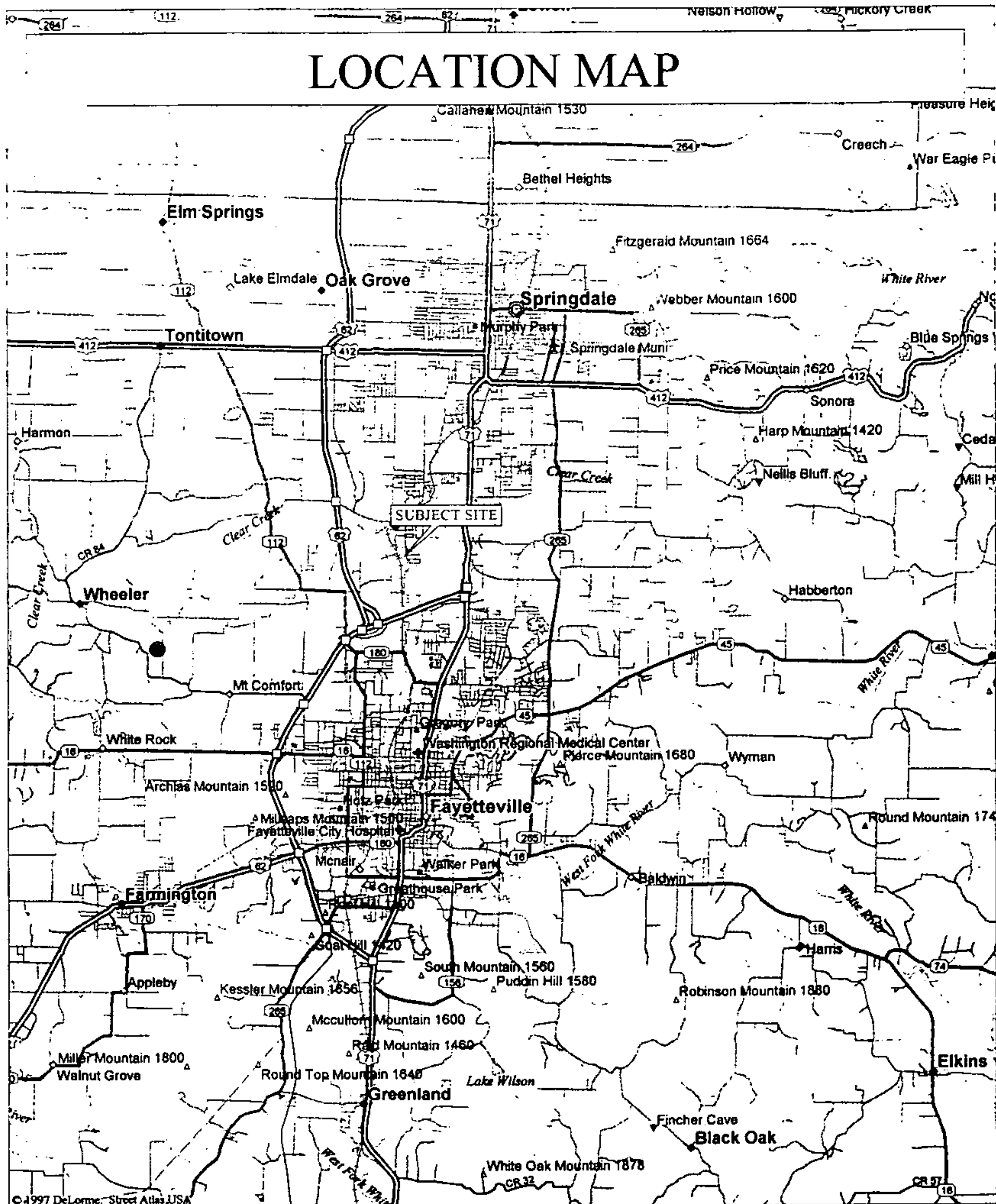
Sketch

Parcel Number	785-18133-001
Card Number	01
Occupancy	SF
Construction	MV
Age	14
Main floor living area	1,905
Total living area	1,905
Basement area	0

.....35.....	:
.....C.....	:
2 12 2	58 :
0 0P 0	:
: 12 :	4 :
.....16...1	HN(1905) 0 :
2 28 25	:
0 GARC(560) 0:	:
: :...19.....	:
.....28.....E19.....23.....	:

CIV 70-29
III. F. 12
CIV 00 20

LOCATION MAP

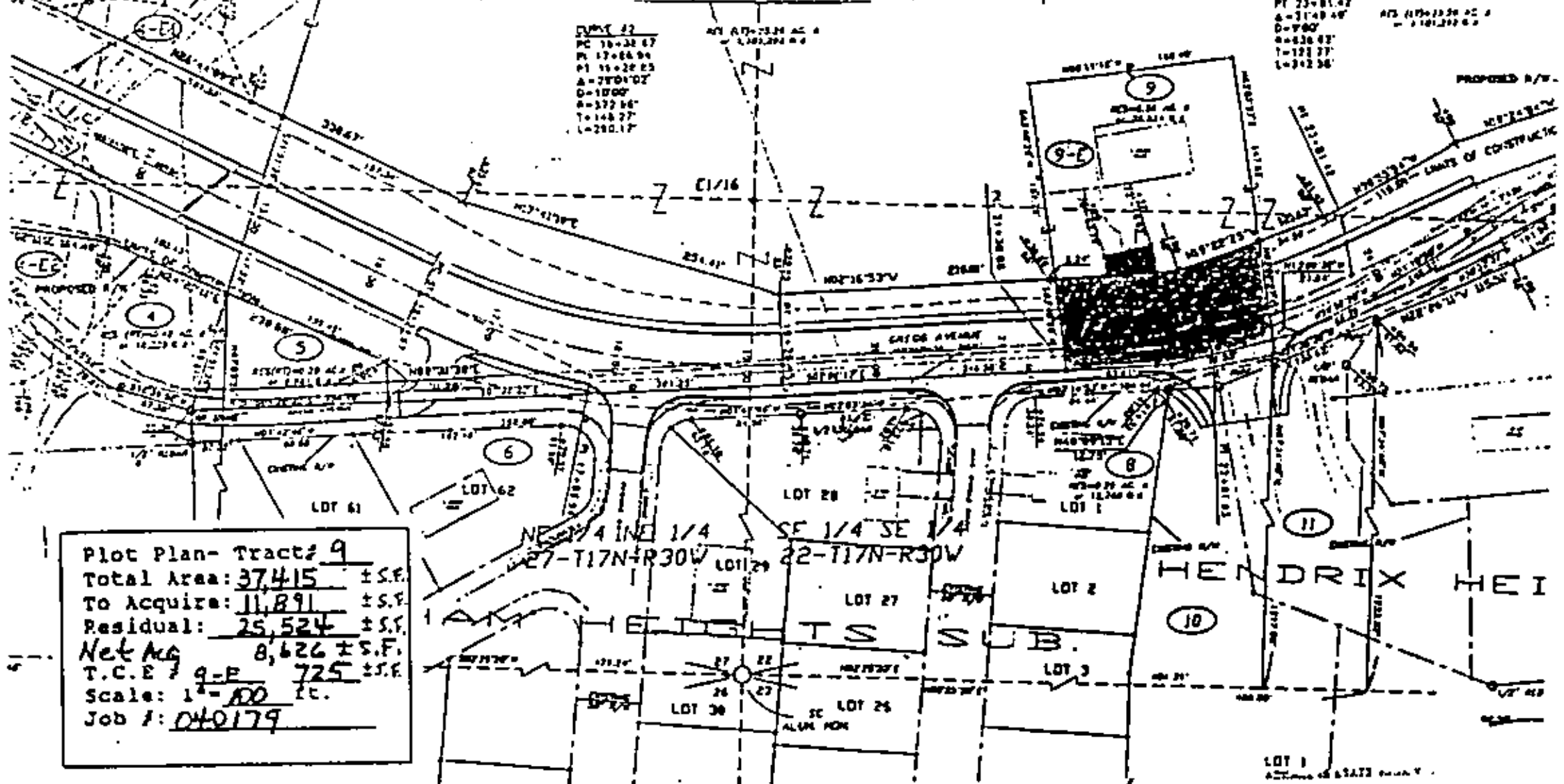


LOCATION MAP

CIV 70-27
III. F. 13
CIV 08 20

Borrower/Client	Owner: Tom and Cheryl Bramlett		
Address	6554 Wilkerson Road		
City	Fayetteville	County	Washington
State	AR	Zip Code	72703
Lender/Client	The City of Fayetteville		

OWNER	AREA TO ACQUIRE IN SQ. FT.	EXIST. R/W IN SQ. FT.	NET ACQUISITION IN SQ. FT.
BRAMLETT	11,891 ±	3,265 ±	8,626 ±
HENDRIX	4,150 ±	6826 ±	4,150 ±



Plot Plan- Tract 9
Total Area: 37,415 ± S.F.
To Acquire: 11,891 ± S.F.
Residual: 25,524 ± S.F.
Net Acq 8,626 ± S.F.
T.C.E. 9-P 725 ± S.F.
Scale: 1" = 100 ft.
Job #: 040179

NO.	DESCRIPTION	AREA	AREA	AREA	AREA	REMARKS
1	LOT 1	11,891 ±	3,265 ±	8,626 ±		
2	LOT 2	4,150 ±	6,826 ±	4,150 ±		
3	LOT 3					
4	LOT 4					
5	LOT 5					
6	LOT 6					
7	LOT 7					
8	LOT 8					
9	LOT 9					
10	LOT 10					
11	LOT 11					

Net acq.
4,150 ±
8,626 ±
76,549

RECEIVED
OCT 16 1997
APPRaisal SECTION
MUD
ARRA
JO

CIV 70-27

III. F. 14

CIV 08 20

PLAT MAP

Owner: Tom and Cheryl Bramlett

6554 Wilkerson Road

City Fayetteville

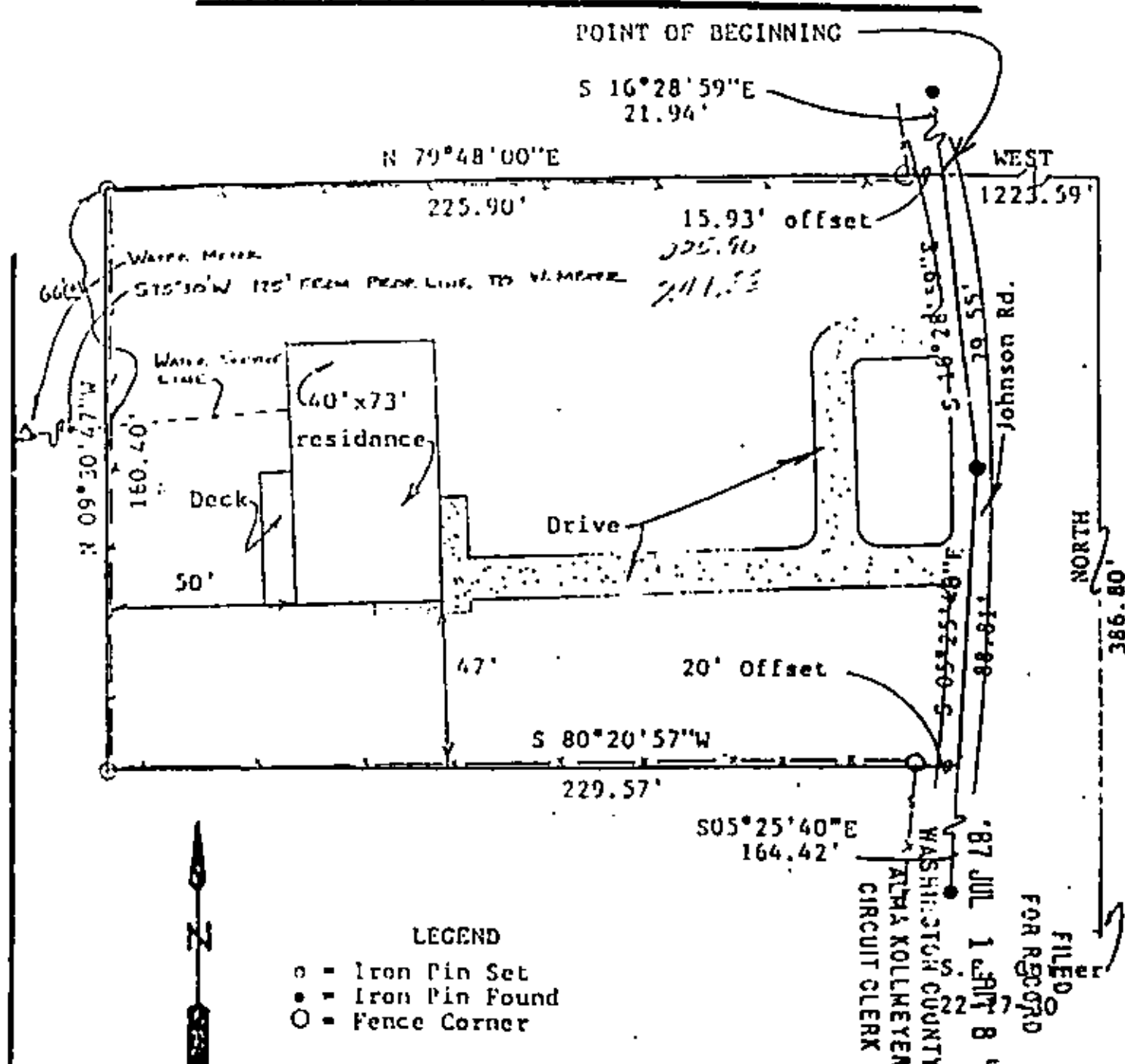
County

Washington

State AR

Zip Code 72703

Lender/Client The City of Fayetteville

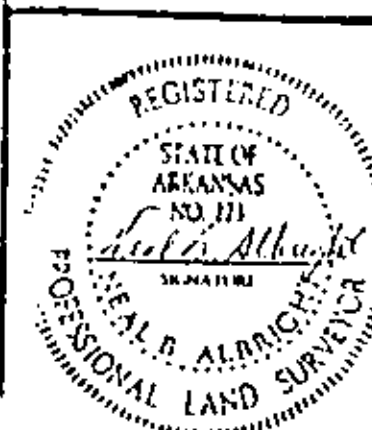


LEGAL DESCRIPTION: Part of the SE $\frac{1}{4}$ of Section 22 T17N, R30W of the Fifth Principal Meridian in Washington County Arkansas, being more particularly described as follows, to-wit: Commencing at the Southeast Corner of Section 22, thence North 386.80 Feet, thence West 1223.59 Feet to the P.O.B.; thence S 16°28'59"E 79.55 Feet, thence S 05°25'40"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.

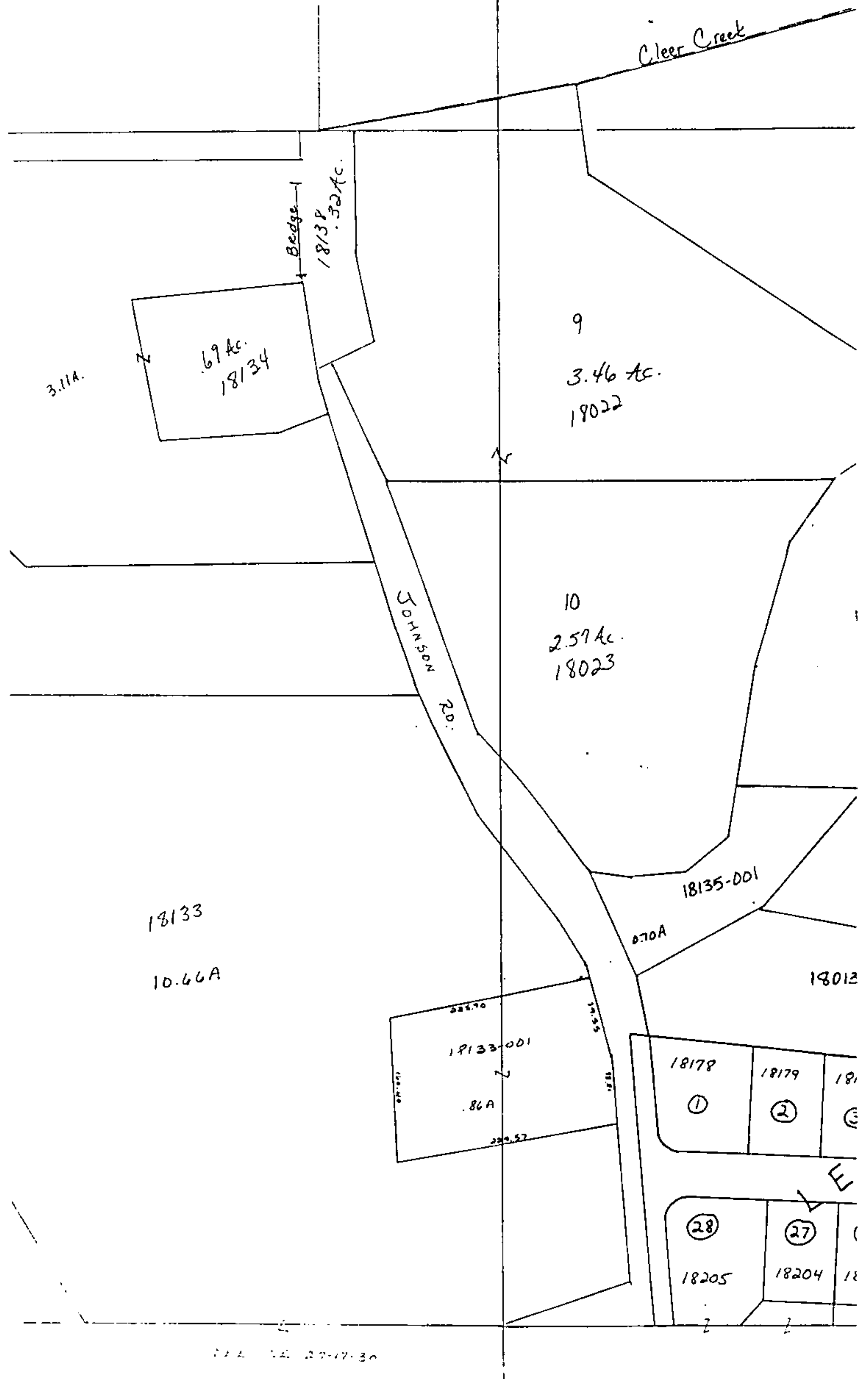
Neal B. Albright
Neal B. Albright ARLS 273

5/27/87
DATE



JORGENSEN & ASSOCIATES			
2803 OLD MISSOURI ROAD • FAYETTEVILLE, AR 72703 • PHONE 301/442-1217			
SCALE: 1"=40'	JOB NO: 87103	CHECKED BY:	DRAWN BY: DLJ
DATE: 5/20/87	DESIGNED BY:		5/21/87
Property survey for Yearl Self			1
PL. SPV 22-17-30			

CIV 70-27
III. F. 15
CIV 00 20



WARRANTY DEED

273.40

UNMARRIED PERSON

Verily under penalty of law
swearing that at least the legally
correct amount of documentary stamp
has been placed on this instrument.

4155 5th Avenue S.W.
An individual person-instrument called

KNOW ALL MEN BY THESE PRESENTS:

THAT Rosetta A. Harman

GRANTOR, for and in consideration of the sum of One (\$1.00) and other valuable consideration

DOLLARS, payable Tom E. Bramlett and Cheryl L. Bramlett, husband and wife,

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

Tom E. Bramlett and Cheryl L. Bramlett, husband and wife,

hereinafter called GRANTEE, and unto their heirs and assigns forever, the following

Washington County, Arkansas, to-wit:

Part of the Southeast Quarter (SE 1/4) of Section Twenty-Two (22), Township 36 North, Range 38 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°20'59" 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 GRANTEE; 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. Harman, a single person, in favor of Ventr 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 GRANTEE herein assumes and agrees to pay as a part of the consideration for this deed.

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

Grantor: Rosetta A. Harman Address:

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto their heirs and

assigns forever, with all appurtenances thereunto belonging.

And I, hereby covenant with said Tom E. 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 17th day of August, 1994.

Rosetta A. Harman (SEAL)
Rosetta A. Harman

ACKNOWLEDGMENT

RECEIVED

STATE OF ARKANSAS

COUNTY OF Washington

OCT 16 1994

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

WITNESS my hand and seal as such Notary Public on this 19th day of August, 1994.

My Commission Expires:

11-10-03

OFFICIAL SEAL
JIM LOWMEY
NOTARY PUBLIC - ARKANSAS
WASHINGTON COUNTY, ARKANSAS
MY COMMISSION EXPIRES 11-10-2003

Walter L. Dayn, Attorney
305 Mayland, Springdale, AR
72764

94052109

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and unaffected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified **VOLUME BASE** 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; (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 of 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 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.

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

CERTIFICATION: The Appraiser certifies and agrees that:

1. The Appraiser has no present or contemplated future interest in the property appraised; and neither the employment to make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property.
2. The Appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the participants to the sale. The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property appraised, or upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.
3. The Appraiser has personally inspected the property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.
4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses, opinions, and conclusions contained in the report).
5. This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.
6. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraiser whose signature appears on the appraisal report, unless indicated as Review Appraiser. No change of any item in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

CONTINGENT AND LIMITING CONDITIONS: The certification of the Appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey of the property.
3. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been made previously made therefor.
4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more valuable or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
6. Information, estimates, and opinions furnished to the Appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser can be assumed by the Appraiser.
7. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.
8. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fee paid by same, approved financial institution, any department, agency, or instrumentality of the United States any state or the District of Columbia, without the previous written consent of the Appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Appraiser.
9. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.



Date April 1, 1998

Appraiser

David D. Ervin
David D. Ervin, RAA, GRI

REVIEW APPRAISER'S EXAMINATION AND CERTIFICATION

Job: 040179 Location: Gregg Avenue / Mud Creek
Tract: 9 E 9-E

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:

\$ 5,600.00

ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPT.
RECEIVED

NOV 21 1997

ACQUISITION SECTION
RIGHT OF WAY DIVISION

JH Samson
Reviewing Appraiser

Date: 11-20-97

APPRAISAL REPORT
FOR
ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEP.

CIV 70-27
III. F. 19
VOLUME PAGE

JOB: 040179 PROJECT: BRN9142 (7) County: Washington TRACT: 9 & 9E
LOCATION: Gregg Avenue - Mud Creek Str. S Apprs. (s) Fayetteville (S) Washington Co.
FEE OWNER(S): Tom K. Bramlett & Cheryl L. Bramlett H/W
ADDRESS: 6554 Wilkerson Rd. Fayetteville, AR 72704
PHONE: 501 582-1527
TENANT(S):
ADDRESS: Owner Occupied
PHONE:

AREA OF WHOLE:	37,415±SQ. FT.*	PERMANENT EASEMENT(S):	
AREA OF REMAINDER:	25,524±SQ. FT.	TEMPORARY EASEMENT(S):	725±SQ. FT
AREA OF ACQUISITION:	11,891±SQ. FT.*		

(Title Certificate and Legal Descriptions Attached)
*Includes 3,265± Sq.Ft. in existing public street.

ESTATE APPRAISED: Fee Simple

HIGHEST & BEST USE: Residential

Highest and Best Use is defined as "that reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in highest land value."

PURPOSE OF APPRAISAL:

To estimate the Fair Market Value of described property, including all damages and/or benefits that are allowed under State law to the remaining property, as just compensation for the property acquired.

MARKET VALUE CONCEPT:

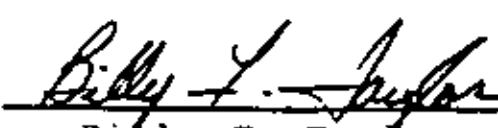
The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

ALLOCATION OF COMPENSATION

Land: 8,626±SQ. FT @ \$0.43	\$	(Rnd) 3,750.00
Public Street: 3,265± Sq.Ft. @ \$-0- / Sq.Ft.		
Improvements: Conc. drive & landscaping	\$	1,750.00
Cost To Cure Items:	\$	
Sign Relocation/Purchase:	\$	
Temporary Easements: 725± Sq.Ft.@ rental value	\$	100.00
TOTAL COMPENSATION AS OF November 4, 1997	\$	5,600.00

COMMENTS: Staking was not present. The total acquisition. area is 11,891±Sq. Ft. minus 3,265± Sq. Ft. in the existing street R/W (provided by the City of Fayetteville) = 8,626± Sq. Ft. net acquisition. The only improvements affected by the acquisition are the seeded lawn and 1,500 sq.ft.concrete drive. The dwelling and all -other improvements are not affected and are not included in this report.

Date: November 7, 1997


Billy F. Taylor, Appraiser

vs:040179 tr 9 & 9E

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Council meeting of July 21, 1998

FROM:

Cheryl Zotti Solid Waste Public Works
Name Division Department

ACTION REQUESTED: At the April 7, 1998 Council meeting, Council tabled the Volume Based Proposal to allow time for more public input. This is a request to bring this item back before the Council for further discussion. Please see attached memorandum.

COST TO CITY:

\$0 (For 1998 only) \$ \$
Cost of this request Category/Project Budget Category/Project NAME

Account Number Funds Used to Date Program Name
Project Number Remaining balance Solid Waste
Fund

BUDGET REVIEW:

Funding for this item will be addressed in the 1999 or 2000 operating budget pending Council decision on start date.
Steph Davis Budgeted Item Budget Adjustment Attached
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn Cramer 6-30-98 GRANT AGENCY: _____
Accounting Manager Date
R. H. D. 7-1-98
City Attorney Date
P. Vice 7-1-98 Golanda Fields 7-1-98
Purchasing Officer Date Internal Auditor Date

STAFF RECOMMENDATION:

C. Zotti 6-25-98 Cross Reference
Division Head Date
W. D. Cramer 2 JUL 98 New Item: Yes No
Department Director Date
B. M. 7/2/98 Prev Ord/Res #: _____
Admin. Services Director Date
Fred Hamner 7/6/98 Orig Contract Date: _____
Mayor Date

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor
Kevin Crosson, Public Works Director 

FROM: Cheryl Zotti, Environmental Affairs Administrator 

DATE: June 25, 1998

SUBJECT: VOLUME BASED PROPOSAL

At the April 7, City Council meeting, Council voted to table the volume based proposal in an effort to allow more time for public input. The Environmental Concerns Committee conducted a public hearing on May 27. Staff advertised the public hearing in both area newspapers on four different dates and put an advertisement on the government channel. Local television stations had at least one story on the upcoming date of the public hearing. The local newspapers also did several articles on the issue prior to the hearing.

Approximately 30 people attended the hearing, 20 of which had comments on the issue. The most common concerns that were addressed and repeated during the hearing were about the number of bags (78 versus 104), illegal dumping, large families, size of recycling container, and method proposed (bag versus can).

The Environmental Concerns Committee met again on June 17. There were approximately seven members from the public present at this meeting. After lengthy discussions, the committee voted unanimously to forward the proposal back to the Council with no changes. The committee continues to recommend supplying 78 bags per year to residents.

When staff originally forwarded a copy of this proposal to Council in November of 1997, we stated that we would like nine months to educate our public before implementing the program. We gave a projected start date of January of 1999. Given the amount of time taken for public input, Environmental Concerns Committee meetings, and Council review, we believe that the projected start date of January is no longer feasible. A volume based waste collection program will be an unfamiliar service for our residents and it will be to our benefit to take extra time to reach and educate our citizens. If this proposal is approved, we believe that the earliest start date would be June of 1999; however, we recommend starting in January of 2000. This will give adequate time for education. This will also start the program at the beginning of a calender year. The

Environmental Concerns Committee will meet on July 15, and we will be further discussing a projected implementation schedule for this proposal.

I have attached an executive summary of the proposal. I recommend that you refer to the original proposal, entitled **Proposal Curbside Bin Recycling Volume Based Rates**, for details. I will be present at the agenda session and council meeting to answer questions you might have. Should you have questions prior to the meetings, please call me at 444-3498. Thank you.

EXECUTIVE SUMMARY

VOLUME BASED RATES

Current Method

Currently, residents pay a monthly sanitation fee of \$8.75 per month. Every resident pays this amount regardless of waste generation habits. There is no limit on the number of bags of waste any household can place out for collection. For \$8.75 per month, one household can dispose of 5 bags of waste each week while their neighbor who also pays \$8.75 per month only disposes of 2 bags of waste each week. This obviously is not equitable.

What Is Volume Based

Volume based, also known as variable rate pricing or pay-as-you-throw, is a system which requires residents to pay for municipal waste management services by the unit of waste collected rather than through a fixed fee. Unit pricing takes into account variations in waste generation rates by charging households or residents based on the amount of trash they place at the curb, thereby offering individuals an incentive to reduce the amount of waste they generate and dispose of each week.

Benefits Of Volume Based Systems

Waste reduction. Volume based systems reduce the amount of waste disposed of by residents. Because residents pay more if they generate more, they learn to generate less. Some communities with volume based pricing report that they reduced their waste disposed of by 25 to 45 percent.

Reduced waste disposal costs. When the amount of waste is reduced, the amount of funds expended on waste disposal fees reduces. The amount paid to waste disposal facilities (landfills, incinerators, etc.) decreases. The revenue previously spent on disposal fees can then be allocated to recycling, composting or other diversion activities.

Increased waste prevention. Residents will typically modify their traditional purchasing and consumption habits to reduce the amount of waste they produce. These behavioral changes have beneficial environmental effects beyond reduced waste generation, often including reduced energy usage and materials conservation.

Increased participation in composting and recycling programs. Under volume based pricing, recycling and composting programs become opportunities for residents to divert wastes for which they otherwise would pay. Participation in recycling and yard waste programs usually increase substantially.

More equitable waste management fee structure. With the current flat fee rates, residents who generate a small amount of waste subsidize the greater generation rates of their neighbors. Under volume based pricing, waste removal charges are based on waste generation. This is similar to the way residents pay for their other utilities, like water, gas and electric.

Different Methods

Volume based systems have two basic forms. Residents can be charged by:

1. Weight of waste, with the municipality measuring at the curbside the weight of waste set-out for collection.
2. Volume of wastes, using bags, tags or stickers, or prescribed sizes of waste cans.

We have analyzed different methods and ways of implementing a volume based system. We narrowed our research to a system that would fit into Fayetteville's environment. We evaluated programs which would bring equity to our system but not require large increases in the fees that we charge our residents. The elements which would require large fee increases are increasing personnel and purchasing different collection equipment. We, therefore, eliminated systems which would require replacement of current equipment, like weight based systems which requires equipment that weighs the cans as they mechanically dump it. We carefully evaluated different volume based methods using cans, stickers or tags, and bags.

BAG SYSTEM

We believe that a bag system is the best option for our city. We are proposing that we maintain our monthly solid waste rate, with the originally scheduled rate increases. We are further recommending that we issue residents 78 waste bags every 12 months. The residents will be required to place their waste in these designated bags, and we will not collect any waste from the residential sector that is not in the designated bags. If a resident needs more than 78 bags in 12 months, they will be required to buy the additional bags for \$1.50 per bag. The bags will be available at the City's Solid Waste Division and possibly in area grocery stores.

Why 78 Bags

Our monthly sanitation fee of 8.75 per month is designed to collect an average of 60 gallons of waste from each household each week. This is an average, some households place two bags out for collection while others place 5 bags out for collection, with the bags varying in size.

We believe residents are familiar with receiving and using bags, as a result of our current curbside recycling program. Most people also understand reasonable quantities. If we properly reach and educate our public, we can present them with a program that we believe is reasonable. For \$8.75 per month, we believe that one or two bags per week is reasonable. If they want to generate more, then they pay more. It especially becomes reasonable when we educate the public about other programs available like our recycling programs, bulk pick-up program, yard waste program, and household hazardous waste round-ups.

By supplying the resident with a yearly supply (78 bags), they may place one bag out for collection one week and three bags out the next. This becomes especially equitable during times when households are on vacation or away from their home. They can utilize their bags at a later date, like holidays.

About The Bag

We are recommending a 30 gallon bag which is purple in color and displays the Fayetteville High School bulldog on each bag. We will specify that the bag be high quality (capable of holding 50 lbs.) and have a draw string.

Distributing The Bags

We will distribute the waste bags once per year. We will distribute them in the same manner that we do our blue recycling bags. We will distribute the first supply of bags at the same time that we distribute the

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About The Bag

We are recommending a 30 gallon bag which is purple in color and displays the Fayetteville High School bulldog on each bag. We will specify that the bag be high quality (capable of holding 50 lbs.) and have a draw string.

Distributing The Bags

We will distribute the waste bags once per year. We will distribute them in the same manner that we do our blue recycling bags. We will distribute the first supply of bags at the same time that we distribute the

III.G. 6

VOLUME BASE

initial installment of recycling bins. This will allow for only one distribution cost for the City and one day for the resident to remember to collect their materials. We will distribute the bins and bags with solid waste crews. The solid waste crews are best to use because they know the routes and where every house is in Fayetteville.

How Residents Get Extra Bags

When a resident needs additional bags, they will have two options:

Solid Waste Offices The bags will be available at the solid waste offices. We will sell the bags for \$1.50 per bag in rolls of twenty. Our office hours for bag sales will be 7:00 am until 5:00 pm.

Grocery Outlets We may also request that area grocery supplying outlets stock the trash bags. In our area this would be at grocery stores and WalMart Superstores. We most likely would not seek use of these outlets until after the first year of operating the new program, and only if we sell a large enough quantity to justify the use of these outlets.

What About Revenue And Costs

Revenue: We estimate that if volumetric rates are implemented, the amount of waste disposed of in the residential sector will be reduced by 10% the first year and 25% by the third year. The amount of waste generated by residents will reduce because they will be financially penalized for producing more waste. A 10% reduction in our waste disposal costs, in the residential sector, results in a savings of approximately \$36,000 per year.

We estimate that 30% of the residents will buy at least one roll (20 bags) of extra bags during the first twelve months of the program. This will generate approximately \$153,000 per year. This figure combined with the savings in waste disposal will generate the additional revenue needed to support a curbside bin recycling program.

The per bag cost (\$1.50) that we are recommending was calculated by applying actual disposal costs. It costs the City \$1.32 to collect and dispose of 30 gallons of waste. We then added \$.07 to the figure for the actual cost of the bag. The remaining \$.11 will allow for administrative costs and allowance for increases in disposal fees over time.

COSTS

The majority of the additional costs for implementing a volume based waste collection program will be the purchase of the waste bags.

What About Illegal Dumping

One of the biggest concerns when implementing a volume based system is illegal dumping. Rather than purchase the additional bags, will residents illegally dump their extra waste? Some communities have faced increases in illegal dumping. We believe that our illegal dumping will not increase significantly for three different reasons:

1. Commercial dumpsters often become the target for dumping extra waste. We have ordered container locks for dumpsters in our City. We have worked several years with different companies to develop a reliable container lock system which allows our routesman to dump the container without unlocking it. We have found a system which works well with our containers. We plan to place a locking system on all of our newly leased containers and

also sell the locks to our business community at our cost. Trends show that locking systems greatly reduce dumping problems.

2. By charging residents a base fee, giving them 78 waste bags and free recycling options, we believe that our residents will find it easy to make our proposed program work for their household. They will be paying for the service regardless, so they will most likely take advantage of curbside collection.
3. Data from other cities indicated that bulky items represent the majority of illegal dumping problems, not bags of trash. We will continue offering our residents collection services for bulky items (furniture, appliances, metal items, ..) for no additional charge. We will include information about this service in our education program.

SUMMARY

Staff has been working on building an integrated solid waste management program for the City of Fayetteville over the past four years. This has involved many changes. We have brought security to not only our waste disposal programs but also our recycling programs. We believed that we had to implement a curbside recycling program and allow it to become stable before implementing volume based rates. Residents must have the option or means to reduce their household garbage before they are introduced to a volume based billing system.

With the volume based program we are proposing, residents will learn to do several things to prevent using more than 78 waste bags per year:

1. Residents will take advantage of our recycling program. We will supply information about our recycling program and how it can be used to reduce the amount of waste a household disposes of as trash.
2. People that participate in our recycling program will learn to carefully examine all items they dispose of to see if they are recyclable. We have found that people often dispose of plastic and paperboard containers that are recyclable in our program. Careful evaluation of all containers will result in an increase in recycled materials and a decrease in disposed materials.
3. People will learn to change some of their habits. They will look for items that are sold in recyclable containers. They will consider buying in bulk. This is a change that will have effects reaching much further than Fayetteville's recycling program. This is often referred to as closing the loop, when people buy with recycling in mind and recycle the item when it is discarded. We want our educational program to not only teach diversion of materials but also reduction of materials. Therefore, we will educate on reduction.

By implementing volume based rates with our new recycling system, residents will be able to see how to put it together.

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