AGENDA

FAYETTEVILLE CITY COUNCIL MEETING
DECEMBER 1, 1998

A meeting of the Fayetteville City Council will be held on December 1, 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:

- **Appointment of new alderman, Ward I, Position I**

I. CONSENT AGENDA

A. **APPROVAL OF MINUTES:** Approval of minutes from November 17, 1998 meeting.

B. **HVAC RENOVATION:** REMOVED FROM CONSENT. Item has been placed under New Business, III.F.

C. **HVAC RENOVATION:** REMOVED FROM CONSENT. Item has been placed under New Business, III.G.

D. **RADIO MAINTENANCE:** A resolution awarding the radio maintenance contract of the Motorola 800 MHZ Smartnet Trunking System to Motorola, Inc.

E. **SPAY/ NEUTER PROGRAM:** A resolution approving a cost share agreement with the Humane Society of the Ozarks to implement a Low/Income Spay/Neuter Program.

II. OLD BUSINESS

A. **PROPERTY ACQUISITION:** Discussion of purchase options for property located between Washington County roads #648 and #649, south of Highway 16 West and north of Highway 62, for the possible location of second waste water treatment facility. Properties to be acquired from James McClelland Jr., H.M. and Norma Lee Ship, Broyles Farm Inc., and Calvin and Wanda Sue Hammond.

B. **OFF STREET PARKING LOT DESIGN:** An ordinance revising the UDO, Off Street Parking Lot Design requirements, in reference to landscaping. The ordinance was left on second reading.

C. **OVERLAY DISTRICT:** An Ordinance revising the Overlay District provisions of the zoning ordinance to eliminate sections contained within the Commercial Design Standards. The ordinance was left on the first reading as amended.

III. NEW BUSINESS

A. **EMINENT DOMAIN:** An ordinance authorizing the City Attorney to seek possession of property owned by Jill R. Jacoway located at the southeast corner of Old Missouri Road and Zion Road by the power of eminent domain, in association with the required right-of-way and easements for the Old Missouri/Zion Road Intersection Improvement.

B. **1999 BUDGET:** A resolution adopting the 1999 City of Fayetteville Annual Budget and Work Program.

C. **RZ 98-19:** An ordinance approving a rezoning request, RZ 98-19, submitted by Tom Terminella for property located north of Township East extension. The request is to rezone 45.87 acres from A-1, Agricultural, to R-1, Low Density Residential.

D. **UNDERGROUND UTILITY:** An ordinance approving the changes to the Underground Utility Ordinance which was forwarded to the Planning Commission from the Ordinance Review Committee for their review and comment.

E. **RECORD DESTRUCTION:** A resolution authorizing the destruction of Records.

F. **HVAC RENOVATION:** A resolution awarding Bid 98-88, Fayetteville City Administration Building HVAC Renovation to Airworks, Division of MCC, Inc. in the amount of $662,863.

G. **HVAC RENOVATION:** A resolution approving a contract amendment to Green-Anderson Engineers, Inc. in the amount of $25,029; approval of a project contingency of $46,400 and approval of a budget adjustment.

H. **PLANNING COMMISSION APPEAL:** A request to appeal the City Planning Commission's decision on 11/23/98 to deny a rezoning request at 716 W. Sycamore Street.

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.

DECEMBER 15

Council.

	ROLL			H.D. Ct. NOMINATING	
YOUNG	✓			✓	
RUSSELL	✓			✓	
TRUMBO	✓			✓	
PETTUS	✓			✓	
REYNOLDS	✓			✓	
WILLIAMS	✓			✓	
SCHAPER	✓			✓	
DANIEL	✓			✓	
MAYOR HANNA	✓				
				8-0-0.	

	KW LS. CONSENT				
YOUNG	✓				
RUSSELL	✓				
TRUMBO	✓				
PETTUS	✓				
REYNOLDS	✓				
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
MAYOR HANNA					
	8-0-0				

	LS H vote to purchase property PROP. ACQU.*	LS HD. option 6 months w/ [illegible] structure of house	*	*	
YOUNG	N.	✓.			
RUSSELL	N.	✓.			
TRUMBO	N.	✓.			
PETTUS	N.	N			
REYNOLDS	✓	✓.			
WILLIAMS	N.	N			
SCHAPER	✓	✓.			
DANIEL	N.	✓.			
MAYOR HANNA					
	6-2-0.	6-2-0.			

	HD. to amend KW OFF-ST.PRK	to approve			
YOUNG	✓	✓			
RUSSELL	✓	✓			
TRUMBO	✓	✓			
PETTUS	✓	✓			
REYNOLDS	✓	✓			
WILLIAMS	✓	✓			
SCHAPER	✓	✓			
DANIEL	✓	✓			
MAYOR HANNA					

	KW 3RD CY OVER-LAY	to approve			
YOUNG	✓	✓			
RUSSELL	✓	✓			
TRUMBO	✓	✓			
PETTUS	✓	✓			
REYNOLDS	✓	✓			
WILLIAMS	✓	✓			
SCHAPER	✓	✓			
DANIEL	✓	✓			
MAYOR HANNA					

	HD 3RD TT. Eminent Domain	approval			
YOUNG	✓	✓			
RUSSELL	✓	✓			
TRUMBO	✓	✓			
PETTUS	✓	✓			
REYNOLDS	✓	✓			
WILLIAMS	✓	✓			
SCHAPER	✓	✓			
DANIEL	✓	✓			
MAYOR HANNA					

	to amend. KW cl. 1999 BUDGET	to ~~approve~~ remove LS KR Steele Blvd	DP BR.		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
TRUMBO	✓	N.	✓		
PETTUS	✓	N.	✓		
REYNOLDS	✓	N.	✓		
WILLIAMS	✓	N.	✓		
SCHAPER	✓	✓	✓		
DANIEL	✓	N.	✓		
MAYOR HANNA					
	8-0-0 DPHD 3RD RZ 98-19	3-5-0.	8-0-		

YOUNG	✓	N			
RUSSELL	✓	N			
TRUMBO	✓	✓			
PETTUS	✓	✓			
REYNOLDS	✓	✓			
WILLIAMS	✓	✓			
SCHAPER	✓	✓			
DANIEL	✓	✓			
MAYOR HANNA					
	8-0-0 LS H 2ND RZ 98-20.	6-2-0.			

YOUNG	✓				
RUSSELL	✓				
TRUMBO	✓	left on second			
PETTUS	A				
REYNOLDS	A				
WILLIAMS	N				
SCHAPER	✓				
DANIEL	✓				
MAYOR HANNA					

	LS HP DICKSON ST. ENHANCEMENT				
YOUNG	✓				
RUSSELL	✓				
TRUMBO	✓				
PETTUS	A				
REYNOLDS	A				
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
MAYOR HANNA					
	6-0-2 CY HD. CAT				
YOUNG	✓				
RUSSELL	✓				
TRUMBO	✓				
PETTUS	✓				
REYNOLDS	✓				
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
MAYOR HANNA					
	8-0-0 HP CY CHILD CARE FACILITY				
YOUNG	✓				
RUSSELL	✓				
TRUMBO	A				
PETTUS	✓				
REYNOLDS	✓				
WILLIAMS	N				
SCHAPER	✓				
DANIEL	✓				
MAYOR HANNA					
	6-1-1				

C.C. 12/1/98

	Roll		Reynolds. KW DP..		
DANIEL	✓		✓		
YOUNG	✓		✓		
RUSSELL	✓		✓		
TRUMBO	✓		✓		
PETTUS					
~~REYNOLDS~~	✓			✓	
WILLIAMS	✓				
~~SCHAPER~~	A				
MAYOR HANNA	✓				

	TT HD. Consent				
DANIEL	✓				
YOUNG	✓				
RUSSELL	✓				
TRUMBO	✓				
PETTUS	✓				
REYNOLDS	✓				
WILLIAMS	✓				
~~SCHAPER~~					
MAYOR HANNA	7-0-0.				

	Prop. Aquist.				
DANIEL					
YOUNG	No action				
RUSSELL					
TRUMBO					
PETTUS					
REYNOLDS					
WILLIAMS					
~~SCHAPER~~					
MAYOR HANNA					

KW to table. CY

	OFF-STREET PARKING LOT.				
DANIEL	✓				
YOUNG	✓				
RUSSELL	✓				
TRUMBO	✓				
PETTUS	✓				
REYNOLDS	✓				
WILLIAMS	✓				
~~SCHAPER~~					
MAYOR HANNA					
	7-0-0.				

	OVERLAY DIST.				
DANIEL	left on second reading.				
YOUNG					
RUSSELL					
TRUMBO					
PETTUS					
REYNOLDS					
WILLIAMS					
~~SCHAPER~~					
MAYOR HANNA					

KW HD. 2nd

	EMINENT DOMAIN				
DANIEL	✓				
YOUNG	✓				
RUSSELL	✓				
TRUMBO	✓				
PETTUS	✓				
REYNOLDS	✓				
WILLIAMS	✓				
~~SCHAPER~~					
MAYOR HANNA					
	7-0-0.				

	1999 Budget				
DANIEL	No action.				
YOUNG					
RUSSELL					
TRUMBO					
PETTUS					
REYNOLDS					
WILLIAMS					
~~SCHAPER~~					
MAYOR HANNA					

	RZ 98-19				
DANIEL	left in ZAP mtg				
YOUNG					
RUSSELL					
TRUMBO					
PETTUS					
REYNOLDS					
WILLIAMS					
~~SCHAPER~~					
MAYOR HANNA					

	UNDERGROUND U.E.				
DANIEL	referred to Ord. Review Com.				
YOUNG					
RUSSELL					
TRUMBO					
PETTUS					
REYNOLDS					
WILLIAMS					
~~SCHAPER~~					
MAYOR HANNA					

	# (KR?) (P?) RECORD DEST.				
DANIEL	✓				
YOUNG	✓				
RUSSELL	✓				
TRUMBO	✓				
PETTUS	✓				
REYNOLDS	✓				
WILLIAMS	✓				
~~SCHAPER~~					
MAYOR HANNA					

	7-0-0 H. KW. HVAC RENOV				
DANIEL	✓				
YOUNG	✓				
RUSSELL	✓				
TRUMBO	✓				
PETTUS	✓				
REYNOLDS	✓				
WILLIAMS	✓				
~~SCHAPER~~					
MAYOR HANNA					

	CM DP. HVAC RENOV				
DANIEL	✓				
YOUNG	✓				
RUSSELL	✓				
TRUMBO	✓				
PETTUS	✓				
REYNOLDS	✓				
WILLIAMS	✓				
~~SCHAPER~~					
MAYOR HANNA					

	H.D. overturn. CY. P.C. APPEAL				
DANIEL	✓				
YOUNG	✓				
RUSSELL	✓				
TRUMBO	✓				
PETTUS	A				
REYNOLDS	A				
WILLIAMS	N				
~~SCHAPER~~					
MAYOR HANNA					
	no action.				

DANIEL					
YOUNG					
RUSSELL					
TRUMBO					
PETTUS					
REYNOLDS					
WILLIAMS					
~~SCHAPER~~					
MAYOR HANNA					

DANIEL					
YOUNG					
RUSSELL					
TRUMBO					
PETTUS					
REYNOLDS					
WILLIAMS					
~~SCHAPER~~					
MAYOR HANNA					

FINAL AGENDA

CITY COUNCIL

DECEMBER 1, 1998

AGENDA SESSION:

PROPERTY ACQUISITION: Additional information.
Number this II.A.

PLANNING COMMISSION APPEAL: New item.
Number this III.H.1.

ATTACHED:

FINAL AGENDA

MINUTES:
Number this I.A.1-16

PLANNING COMMISSION APPEAL:
Number this III.H.2-5
(Minutes from the Planning Commission meeting will be available on Monday.)

A MEETING OF THE FAYETTEVILLE CITY COUNCIL
November 17, 1998

A meeting of the Fayetteville City Council was held on November 17, 1998, at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

PRESENT: Mayor Fred Hanna, Alderman Williams, Alderman Daniel, Alderman Young, Alderman Trumbo, Alderman Pettus, Alderman Schaper, Alderman Russell, LaGayle McCarty (for City Attorney Jerry Rose), City Clerk/Treasurer Heather Woodruff, Staff, Press, Audience

ABSENT: City Attorney Jerry Rose

Mayor Hanna called the meeting to order and introduced Alderman Kyle Russell, who was sworn in at the Agenda Session.

<u>CONSENT AGENDA:</u>

MINUTES: Approval of minutes from November 3, 1998, meeting.

BID 98-82: A resolution approving the construction contract with Tomlinson Asphalt Company, Inc. in the amount of $87,332.74 for Bid No. 98-82, Lake Fayetteville Dam Erosion and Seepage Control, approval of a project contingency of $20,000 and approval of a budget adjustment of $35,520.74 to be taken from "Miscellaneous Drainage Improvement."

RESOLUTION 144-98 AS RECORDED IN THE CITY CLERK'S OFFICE

BID 98-87: A resolution awarding the Walker Park playground bid to John Westin Concrete, Inc. in the amount of $59,859.04. This project is also partially funded by the Arkansas State Parks Outdoor Recreation Grants Program in the amount of $30,000.00 in addition to funds in the Parks' C.P.

RESOLUTION 145-98 AS RECORDED IN THE CITY CLERK'S OFFICE

GIRLS' SOFTBALL COMPLEX: A resolution approving a contract with Perry Butcher and Associates for the design, supervision, and construction of Phase III of the Girls' Softball Complex near Holcomb Elementary School. The architectural costs are $15,750.00 plus an amount not to exceed $3,000.00 for reimbursable expenses for a total of $18,750.00.

RESOLUTION 146-98 AS RECORDED IN THE CITY CLERK'S OFFICE

BID 98-90: A resolution awarding the Wilson Park Castle renovation project to Heckathorn Construction in the amount of $51,226.00 plus a project contingency and budget adjustment.

RESOLUTION 147-98 AS RECORDED IN THE CITY CLERK'S OFFICE

TURNBACK REVENUES: A resolution approving a two-year renewal of an agreement with the State Board of Finance for turnback revenues for the Continuing Education Center under the Tourist Meeting and Entertainment Facilities Assistance Act.

RESOLUTION 148-98 AS RECORDED IN THE CITY CLERK'S OFFICE

DICKSON STREET ENHANCEMENT: A resolution indicating a willingness to utilize federal funding for the Dickson Street and Vicinity Enhancement Project.

RESOLUTION 149-98 AS RECORDED IN THE CITY CLERK'S OFFICE

GREGG STREET IMPROVEMENTS: A resolution authorizing the Mayor to execute an Agreement of Understanding with the Arkansas Highway and Transportation Department relative to the improvement of Gregg Street from Highway 71B to Mud Creek Bridge.

RESOLUTION 150-98 AS RECORDED IN THE CITY CLERK'S OFFICE

ARLINGTON TERRACE: A resolution approving an increase in the budget for the Arlington Terrace Project by $11,500.00, approval of the associated budget adjustment, and an increase in the project contingency by $11,500.00.

RESOLUTION 151-98 AS RECORDED IN THE CITY CLERK'S OFFICE

The motion was made by Alderman Williams and seconded by Alderman Young to approve the Consent Agenda. Upon roll call, the motion carried with a vote of 7-0-0.

OLD BUSINESS:

CAPITAL IMPROVEMENT PROGRAM: Mayor Hanna introduced a resolution approving the 1999-2003 Capital Improvement Program. He noted that some changes had been made - some street projects had been removed from the CIP and some others moved forward. One or two other changes had been made, as requested. Mayor Hanna asked for comments.

Alderman Trumbo asked for an extra $10,000 for the library budget to use for shelving.

Alderman Schaper recalled that shelving was a CIP item which wound up in unfunded projects.

He agreed that the money should be found somewhere to put it back in.

Mayor Hanna commented that they could vote to do that at any time as the CIP is subject to change by the Council at any given time.

Alderman Russell noted that the CIP earmarks the funds, but wondered if the Council would be able to vote on items again, separately, when they come up in the budget.

Mayor Hanna stated that would be true if the cost exceeded $20,000.00.

Alderman Williams reminded the council that it was not the budget they were voting on, just the plan. The budget for next year will come later.

Mayor Hanna asked for other questions or comments on the CIP.

Alderman Schaper wanted to verify that the Street Committee changes attachment was to be made a part of the CIP. Alderman Williams verified that as being correct. Alderman Schaper also inquired about funds allocated for improvements to the Steele property in 1999, and wanted to know what that is earmarked for. Mr. Venable stated that it would create the boulevard from Joyce Street, south to the bridge. It was also stated that money is in the original CIP for completion of the bridge.

Alderman Williams moved that the CIP be accepted as amended. Alderman Pettus seconded the motion. Upon roll call, the motion carried with a vote of 7-0-0.

RESOLUTION 152-98 AS RECORDED IN THE CITY CLERK'S OFFICE

HOUSING CODE: Mayor Hanna introduced an ordinance repealing Chapter 155: Minimum Housing Code, Code of Fayetteville; and adopting the Standard Housing Code, 1997 Edition.

Alderman Trumbo moved to suspend the rules and go to the second reading. The motion was seconded by Alderman Pettus. Upon roll call, the vote was 7-0-0.

LaGayle McCarty read the ordinance.

Alderman Daniel asked for comment as to who the "housing official" is. Mr. Venable clarified that the housing official has always been and will be the head of the Inspections Department.

Mayor Hanna commented that this ordinance is just updating the Code to the 1997 standards. Mr. Venable noted that the Code we've been using is from 1973, and a few changes have been made.

Alderman Trumbo made a motion to suspend the rules and go to the third and final reading. The motion was seconded by Alderman Pettus.

Ms. McCarty read the ordinance for the third and final time.

Mayor Hanna asked if there was audience comment. There was none.

Upon roll call, the motion carried with a vote of 7-0-0.

ORDINANCE 4124 AS RECORDED IN THE CITY CLERK'S OFFICE

NOTIFICATION REQUIREMENT FOR BLASTING: Mayor Hanna introduced an ordinance amending Chapter 157, Notification and Public Hearings, of the Code of Fayetteville, to add Section 157.08, Fire Prevention Code, requiring notification to residential property owners within 200 yards of a blasting site.

Alderman Williams noted that this was left on the first reading. He made a motion to suspend the rules and go to the second reading. The motion was seconded by Alderman Pettus. Upon roll call, the motion carried with a vote of 7-0-0.

Ms. McCarty read the ordinance.

Alderman Pettus reviewed the reason for proposing this ordinance which was presented at the last meeting.

Alderman Schaper asked if the ordinance is requiring verbal or written notice of blasting.

Alderman Pettus said it could be either written or oral - it reads "by personal contact." She stated that she would accept an amendment to just require a written notice if the Council preferred.

Mr. Venable commented that 200 yards in a relatively developed area would cover an awful lot of houses. The Fire Inspector has been concerned about that because he doesn't know how he will ascertain all that if he gets complaints. He continued that it is a pretty big job.

Mayor Hanna asked how often complaints occur. Mr. Venable did not have that information. Mayor Hanna was aware of only one. Alderman Young knew of one instance where not all of the dynamite went off, meaning that all the rock didn't get blasted up. Had to blast again and all the dynamite (from both drillings) went off. The neighbors had to be informed of what had happened before the work could be continued. Alderman Young continued that, when water leaks occur, boil order notices are hand-delivered, so there is an advantage to personal notification.

Alderman Pettus stated that a pretty good list could be fairly easily obtained from the utilities. Mayor Hanna suggested hand delivery or door hanger. He thought 200 yards might be stretching the need a bit. Discussion took place as to how far the blasting sound carries.

Alderman Schaper stated he is reluctant to place unnecessary requirements on developers, and was not sure about this ordinance.

Alderman Daniel asked who is actually responsible for the notification. Alderman Pettus stated it would be the contractor, or the applicant for the blasting permit. The City is not responsible.

Alderman Daniel wondered if the contractor would be required to keep a list of those notified in case the City needed the information. Alderman Pettus stated that the ordinance, as written, does not require that.

Alderman Pettus made a motion to move to the third and final reading. Alderman Daniel seconded the motion. The vote to do so was 7-0-0.

Ms. McCarty read the ordinance the third and final time.

Mayor Hanna asked if anyone in the audience or on the council would like to further address this ordinance. There was no comment. **Upon roll call, the ordinance passed by a vote of 6-1-0. Alderman Schaper voted nay.**

ORDINANCE 4125 AS RECORDED IN THE CITY CLERK'S OFFICE

NEW BUSINESS:

BID 98-83: Mayor Hanna introduced a resolution awarding the Veterans Memorial Park project to Heckathorn Construction Company, Inc. in the amount of $149,621.00. The project consists of a year-round restroom building and parking improvements.

Alderman Schaper remarked that he had asked that this item be removed from the Consent Agenda because he was concerned that the public might wonder if we are building $150,000.00 bathrooms. He asked staff from the Parks & Recreation Department to provide a capsule review of why this is necessary. The wording indicates it is a lot more than bathrooms; it includes parking improvements and other things.

Connie Edmonston (Parks & Recreation) provided the review, stating that this is the only large pavilion area, it is by the prettiest lake in our city (Lake Fayetteville), has hiking trails, is used by families and by companies, for reunions, birthday parties, and gatherings. She stated that we need to build restrooms out there to complete that facility. The restrooms will be ADA accessible, stainless steel toilets, with an attractive facade and a sidewalk leading to them. The location is between the volley ball court and the pavilion area, so it is accessible to all active areas of the park. The sidewalk increased the cost, as well as paving 16 parking spots with curbing to accommodate the people who come there. They are retrofitted so they will be open year-round. The park is open at sunrise and closes at sunset. Sewer lines would have been cost-prohibitive, so a decision was made to go with a septic system.

Alderman Daniel stated that she would like the Council to consider adding something to the resolution, to have some kind of alarm or security system on the restroom during closing hours as it does represent a large expenditure.

Richard Alderman stated that vandalism has not been a problem in the park. One reason this project costs more is because there are no utilities in the park. Trying to get a phone line out there would be difficult due to the distance the lines would need to run. Installing phone lines would add a tremendous amount of money to the cost. An alarm system not connected to some outlying station would not be effective because of the size of the park. The alarm could be activated and no one would hear it. Mr. Alderman stated that he could bring some costs on an alarm system, but would like for the Council to consider going ahead and approving this, since the contract is ready.

Alderman Williams commented that he agrees with the proposal as stated. He also agrees that we don't have much of a vandalism problem, especially when the gate is closed and there is only one way in. That will continue to discourage substantial problems. Additionally, one reason for installing stainless steel fixtures is because they are vandal resistant. He would like to see the project go forward as planned.

Alderman Schaper commented he thinks it is a very good project, people will be able to enjoy the park a lot longer into the fall and a lot earlier in the springtime, so he would like to move the resolution. Alderman Pettus seconded the motion.

Mayor Hanna asked if anyone else would like to address the issue.

Becca Gardner inquired as to the origin of maintenance funds.

Ms. Edmonston responded that the funds come from the general budget and the HMR budget.

Upon roll call the motion carried with a vote of 7-0-0.

RESOLUTION 155-98 AS RECORDED IN THE CITY CLERK'S OFFICE

INSURANCE CONTRACT: Mayor Hanna introduced a resolution renewing the Blue Cross Blue Shield Group Medical Contract for policy year 1-1-99 through 12-31-99.

Alderman Trumbo stated there was some discussion at the Agenda Setting Session as to whether the 10% increase should be passed along to the employees or absorbed by the City.

Alderman Daniel proposed that the City cover the raise in insurance premiums as an incentive to keep good employees.

Alderman Schaper acknowledged that we are in line with premiums paid by other cities. He inquired if Alderman Daniel was saying the City should absorb the complete increase.

There was general consensus that the City should absorb the complete increase.

Alderman Daniel made a motion that the City pick up the 10% increase in insurance premiums. The motion was seconded by Alderman Schaper. Upon roll call, the motion carried with a vote of 7-0-0.

There were no comments from the audience.

RESOLUTION 153-98 AS RECORDED IN THE CITY CLERK'S OFFICE

PROPERTY ACQUISITION: Mayor Hanna introduced a resolution authorizing the acquisition of 320 acres of land located between Washington County Roads #648 and #649, south of Highway 16 West and north of Highway 62, for the possible location of a second waste water treatment facility. Properties to be acquired from James McClelland Jr., H.M. and Norma Lee Shipp, Broyles Farm Corp., and Calvin and Wanda Sue Hammond. Approval should include closing costs associated with the purchase of these lands. Budget adjustment approval is required.

Mayor Hanna pointed out that the discussion on the agenda was for property purchase, and not another public hearing on the waste water treatment plant. The land acquisition issue needs to be voted one way or the other. Several public meetings have been held on this and it is pretty obvious that not everyone will be happy with any decision. He preferred to confine the discussions to the purchase of property. People who have objections because of the location of the property can object, but let's not revisit the public hearings on the waste water treatment plant. It has pretty well been decided that we need one, or need an improvement in what we have. This issue, he stated, has been under discussion since 1994 at a cost of nearly $700,000.00 on studies. Now we are deciding whether or not to buy a piece of property.

Alderman Daniel stated that she is concerned about the desires of her constituents, but at the same time, sees it as a city wide issue. She sees two issues - property acquisition and placement of the waste water treatment plant (WWTP).

Alderman Williams commented that he couldn't separate the two issues. The City paid $700,000.00 to learn this site is not the scientist's first choice, but because of state law, it cannot be placed in their recommended location. He suggested that all surrounding cities might go together with Fayetteville to place the WWTP at a scientifically determined location. Due to the massive cost of the facility, all available avenues should be exhausted before purchasing this land. Two possibilities are to work with the state to change the legislation, and to work with our neighbors to find a solution that would benefit all.

Alderman Trumbo stated that Alderman Williams made some good points, but the regional solution has been tried before and did not work. One interim measure would be to place a moratorium on new taps on the existing facility until something can be decided.

Alderman Schaper commented that the property is available now, but will it be at some pre-determined future date? We need this kind of area, and he is wary of foregoing this opportunity at this time. As a safeguard, he felt it would be important to check into a one-year option to purchase the land while alternatives are being investigated. He also felt that a moratorium on new taps might be necessary as the present system is running out of capacity. It will be increasingly difficult to run our plant and keep it in compliance. Provision of basic city services is an obligation to the citizens of Fayetteville. Providing those services at reasonable cost in the way that is in the best long-term interest of all the citizens of Fayetteville is what he felt we need to do. For that reason, he is ready to go ahead with this as presented.

Alderman Pettus noted that everyone had made some good points, but her line of thinking is mostly along that of Alderman Williams. There is a responsibility to the citizens of Fayetteville. Our number 1 responsibility is to do everything in our power to put that plant where it belongs scientifically. That means fighting to eliminate Act 13-36 in the state legislature. She feels that even a regional solution cannot be accomplished until the Act is eliminated. She is not in favor of spending 3 million dollars on this land at this time. She feels that her responsibility is to do whatever is best for everyone concerned.

Alderman Trumbo restated that a second plant is needed somewhere on the west side of town and it gets down to, "where is the best place to put it." The math and the economics say we should have a second plant, get rid of the lift stations and cut our cost and maintenance.

Alderman Young acknowledged that it is a tough decision to make when there are so many competing desires. When an issue becomes so large, it should be taken out of the hands of the Council and placed before the people of Fayetteville. They are the ones who have to vote on the bonds to finance it. If we spend money on land then at the end the people turn down the bonds, they are going to say, "What did you spend all that money for?" That's exactly what they are asking about the incinerator. "Why was all this money spent before first asking us what we wanted to do?" As to all the other things you've been saying, yes, we need a plant to the west because of the gravity flow. You can see the conflicting challenges here. An option to buy might be one possibility. When this was before the committee and the Council authorized them to start negotiations for the price, he thought it would be a few months before it came back to the Council. A few days later, here it is. If it had been a few months the legislature might be in session and we might have a better feeling for what would and what wouldn't go through there.

Alderman Williams shared the concerns. He agreed that another plant is needed, we are going to run out of capacity, we can't stall, we have to make a decision sometime, but the legislature will meet in a few months, and we need to get rid of this Act so the WWTP can go where it should go, where it can serve the most people, not just Fayetteville but the county and the other cities. He was not, however, in favor of moratoriums on new taps at this time. He felt that a self-imposed deadline should be established for a decision on the issue if we are that close to out-of-capacity.

Alderman Russell stated that he is not for a moratorium on sewer taps and he is not so sure that Act 13-36 was a bad law. He cautioned the Council to keep in mind a sense of fairness. He felt that the people next to the sewer plant should have some say in the sewer plant and the fact that it is going up there. It would not be fair to punish the neighboring communities with a moratorium on sewer taps for a problem Fayetteville created by approving a lot of development west of town. He, too, was wary of creating another incinerator situation. He was concerned about investing that kind of taxpayer money on land when there has not been a final decision that the WWTP will be built there.

Alderman Trumbo clarified that his intent was not to punish neighboring cities, but that the moratorium should apply to Fayetteville, too, or maybe in particular, until we come up with additional capacity.

Alderman Young pursued the concept of a regional solution. He suggested that it might be the responsibility of the outlying cities to take the lead in developing a regional solution.

Alderman Schaper pointed out that Fayetteville is the one in need of the plant. He referred to the incinerator situation, saying the problem there was that we issued bonds to build an incinerator and didn't have a site for it. That was a problem that should not be repeated. You need the land first, and then you get bonds to build what you need to build. The land in question was the second most favorable location and the only site that meets the state law that our consultants could find. It's good to pursue these other options, but it is risky and very poor planning if you don't have a back-up plan. If changing the law, or adopting a regional solution doesn't work out, it would be desirable to still have availability of the present land for purchase. He urged the Council to try to get a one-year purchase option on the land in case we need to fall back on it.

Alderman Williams would like to develop a regional plant somewhere near the Illinois River, discharge into the Illinois River, but work with the other entities so it would be a regional plant made up of the County, Fayetteville, and other cities.

Alderman Daniel mentioned that she had visited the plants in Rogers and Springdale. Both have good systems. She suggested that others tour those plants. Springdale just updated their facility a year and a half ago. It will probably be ten more years before they will be looking at any changes. She mentioned that one of her constituents pointed out that we have a regional system already as we serve Johnson, Farmington, Greenland, and Elkins. Fayetteville is, in a sense, a regional center, also as far as water.

Alderman Schaper talked about the scientific basis for the plant being further west, the only scientific basis being that water flows downhill and we need to put the plant as low as possible so it could serve as large a region as possible. That was a regional solution to welcome other communities to tap into that plant. State law has made that impossible.

Alderman Pettus felt that is why we need to go back and try to get the state law changed. She believes that, if we buy this land first, we won't try to change the law. She was not convinced that 3 million dollars should be spent on that particular land right now.

Alderman Williams commented that it is unlikely, especially with the concern these neighbors have because they might be relatively close to a WWTP; they think their land values are going down; it is very unlikely that a new massive development would go in to this particular property, that they could at this point in time sell that property to somebody else until this whole thing is resolved. It is highly unlikely that Fayetteville would lose the opportunity to purchase the land unless we dawdled too long.

Mayor Hanna noted the divisiveness of the Council on this issue and felt that most would be pretty happy with the chance to look at trying to locate the plant at (what we call) the primary location to begin with, or look for another regional type solution. Alderman Schaper's option idea is great. Perhaps someone would like to make a motion to go back to the land owners to see what it would cost the City, if it is even possible, to get a one-year option to let the Council look into the alternate solutions which might be available.

Alderman Trumbo made the motion to authorize the mayor and the staff to go back and negotiate an option price for this 300 acres for a year. The motion was seconded by Alderman Pettus. Upon roll call, the motion carried with a vote of 7-0-0.

Jim Murray stated that he was not anticipating a presentation, but he would be happy to address the questions that were brought up at this meeting. He said the facility plan was completed in February of 1997, so it is approaching two years in the talk phase since the study was done. At that time, out of the previous 7 years, the design flow rate capacity had been exceeded in 3 of those years. The maximum month capacity was exceeded 2 out of the 7 years. The plant is at capacity. It is not a black and white line that one day you are under and the next day you are over, but it is functioning on borrowed time. If we had a real wet year or real dry year that would put the plant under some stress, it would be out of compliance and into some EPA compliance issues. If we had had a real wet year, we could have been out of compliance this year. This risk is one that hasn't been considered in these discussions. You have to balance that.

Alderman Daniel asked if a moratorium would be smart, in his opinion.

Mr. Murray explained when you operate at or beyond capacity, the plant operation has to treat the effluent better than the plant was designed to do. If you have more volume, it has to do a better job of treating. So far, it has been able to do it. There is no finite number, but some day it's going to go over. If there is a wet year and high flows, the plant will not be able to handle it. The more sewer lines you add, the more waste water as well as infiltration and in-flow, to some degree, is going to come to the plant.

Alderman Daniel commented that each time the Council okays a development, they ask the question, "Can we handle this?" and the response has been yes.

Alderman Trumbo wondered if there was some merit to the idea of expanding the existing plant, upgrading what we have, to buy some time, until we do something on the west side of town.

Mr. Murray stated that the issue here is not the plant, it is the collection system. It is the gravity collection system which is going to the White River or the plant right now is at or above its capacity at several locations. If you eventually don't pump over from the west side, then it will relieve all those areas that are now having overflow problems -- you've had some compliance issues with EPA there. That's the time we've already bought with EPA. There was a big flow equalization basin that was required for the City to build. David Jurgens and the City have convinced EPA and ADPC&E -- "Don't make us spend that money because we are not going to need it in the long run." If you stay with the existing system, you've got the overflows and the collection system in town to deal with, and you really don't want to spend money fixing those sewers if eventually the flow is going to go the other way. It is more of a collection system investment and relief of the capacity issue there than it is the treatment plant.

Alderman Young asked for clarification as to whether it is the plant or the collection system which is at capacity. The response was that the plant itself is at capacity as well as the hydraulic capacity of much of the gravity collection system. Both are.

Alderman Pettus stated that all these things sound like good arguments to take to the state legislature.

Alderman Schaper wondered how long we could "mess around" with this before the EPA questions the City's intent to build additional capacity or a new plant. If we don't do anything we have a credibility issue with the EPA.

Jim Murray stated that two years have already passed since we made the initial recommendation. Once something is decided upon and initiated, there is a 4 to 5 year implementation period to design, build, and start up a plant, so we are talking 4 to 6 years from right now. How much growth and flow and development will happen in 4 to 6 years, and how is the plant going to be able to deal with it?

Alderman Pettus again stated that they were told, when they were approving new development, that the plant could handle it. Then to hear at this meeting that we can't really handle it at all is disconcerting. Alderman Daniel wondered if the plan was to stall a decision for a year.

Alderman Young explained that the plan was to stall purchase of the land for a year, and the rest can go forward in the interim. He mentioned that acquisition of the permit from Little Rock is still in process.

Mr. Murray stated that, to actually go through the permitting process, you need to know exactly where the point of discharge would be. With the land under consideration at this meeting, the discharge would be about two miles southwest of the plant - just down from the confluence of Goose and Owl Creeks. If the plant were located at Goose Creek and the Illinois River, the discharge would be there. You can't go to EPA and get a permit for 'either/or'. You must pick one or the other. That is at least a nine month process.

Alderman Young believed that, if the plan is to go to the legislature, by the middle of February people would know whether something is going to pass or not.

Mayor Hanna asked if anyone else would like to speak.

Paula Marinoni, representing the citizens of West Fayetteville, stated that they are proposing a regional solution. The incentive for all concerned is for the environment and ecology. She strongly encourages the City to communicate better with its citizens. She believes that Act 13-36 does not need to be repealed. It stops the City from going 10 miles out and taking people's land for a WWTP. Most affected citizens agree this is a good Act. She feels that the word 'feasible' at the bottom of page l is ambiguous and crippling. What does 'feasible' mean? Ms. Marinoni made a presentation concerning ways and means of establishing a regional WWTP. She had conversed with representatives of several areas (Johnson County, KS, and Lawrence, KS., specifically) to discuss their successful regional WWTP's, had convened a large group of interested local citizens to ascertain their attitudes and concerns, and had identified leaders who were willing to serve on (action) committees. These leaders included, but were not limited to, Judge Jerry Hunton, Steve Parker, Rep. Jan Judy, Rep. Sue Madison, and Rep. Sarah Agee. She stated that Mr. Hunton ran his campaign on the need for a regional waste water treatment solution. He agreed to chair and moderate a regional waste water treatment committee. She stated that there are people who are behind this, she doesn't think it is a matter of getting the Act repealed; it is a matter of possible clarification of that one crippling word. She believes the regional plan is do-able, a way we could set an example for positive growth in the future. She further remarked that the site presently in question could be in the middle of our city in ten years as it is between Hwys. 62 and 16, which run parallel, is a long rectangle and provides a barricade to a positive flow of growth in that area. Ms. Marinoni then responded to questions from the Council.

Citizen from Johnson, AR discussed his concerns about waste water pollution which is dumped into White River, comes down Mudd Creek, Clear Creek, Sandy Creek and back over to the Illinois River. In addition, Mudd Creek is plagued by pollution from other sources. Much of the pollution is deposited directly and does not go through the WWTP. This is evidenced by dead fish, scum, etc. which build up along the banks and on the water. His point being that, when a system is overloaded, the excess has to go somewhere. He also questioned the policy of annexing no more than 5 acre land tracts into the City of Fayetteville. This, he felt, has little meaning when you add 5 acres to 5 acres to 5 acres. It's not long until a lot of land is annexed. Then when you put 4 or 5 houses on an acre, you're asking for problems, when the City can't handle what it has now.

Ed Bright, Administrator for the Oklahoma Scenic Rivers Commission, stated that the State of Oklahoma went forth in good faith after the hearings got underway two years ago. They had a meeting with their governor and with their congressional delegation and other folks in their state legislature to get the wheels in motion to a regionalization concept to waste water treatment in northeast Oklahoma and northwest Arkansas. He stated that there is a good faith effort out there, and encourages our Council to start working from the bottom up. He has full faith in what Murray Fleming has been doing. Mr. Fleming has been very open and discussed with the Commission any questions they have had in Oklahoma. So have the staff, Kevin Crosson, Charles Venable, Don Bunn and others. He has been in the fight over waste water needs of the City of Fayetteville and protection of the Illinois River in Oklahoma for 15 years now. He feels it would not serve anyone, including Oklahoma, to do the short options. We need to start looking at the long haul. With that, he pledged that his agency will roll up their sleeves, given the opportunity to participate, and find solutions. He does not envision going back and fighting, as happened early on, and the Supreme Court finally ruled that you can discharge but Oklahoma's water quality standards can be applied. What he would like to do now is build a win-win situation and try to get away from the mentality that "whisky is for drinkin' and water is for fightin' over". We're neighbors and we need to try to find some long-haul solutions. He requested that the Mayor make sure they are included in any kind of committee meetings so they can fully participate and communicate with their sister agencies in the State of Oklahoma and the stakeholders in the Illinois River Basin. It certainly is evident that the growth that is going on in Fayetteville seems to be in the Illinois River Basin, but the Illinois River Basin also happens to be a special treasure in Oklahoma, so Oklahomans must be considered as well as Arkansans. "We all live downstream."

J.D. Tackett commented that he felt the citizens believed they were voting not to build the WWTP in the location under consideration as well as voting against the purchase of the parcel of land. He implored the Council to take the issue back to the people before putting any money on the land. No small group should decide what is best for the people of Fayetteville.

David Glasser stated that he works for the university and is involved in the study of long-range planning and growth patterns of cities. He urged the Council to study the growth patterns of Fayetteville and make decisions based upon that as well as the technical issues. Future city expansion will likely be to the west, and no one wants a sewer facility as the centerpiece of the city. He further stated that, as he interprets Act 13-36, it does not preclude locating the WWTP in the most desirable location. It requires that you demonstrate the unfeasibility of putting it within the boundaries. If you look at all factors and their impact, you may reasonably conclude that it may not be feasible to keep it in the present boundaries. The law may not need to be revised. It can be interpreted liberally.

Alderman Pettus agreed with the above statements but predicted it would take two years of litigation to figure out whether it is feasible or not.

Mayor Hanna suggested that we would go back to the property owners to find out about a one year option on the land, and bring the information back to the Council in two weeks. If the option is possible, the price of the option will need to be ascertained. There would then have to be a vote on whether or not to pay that price.

Alderman Williams clarified that the property acquisition will not be on the agenda at the next meeting. It will simply be to review the one-year option availability.

John Miller from Amber Lane in Farmington stated that no matter whether where the facility is built, it will affect his property. He recalled that Alderman Daniel mentioned that Springdale's plant was updated to last ten years. He suggested updating Fayetteville's present plant for ten years also, at which time Springdale would be interested in regional considerations. In the meantime, a well-developed plan could be worked out and ready to go.

Dr. Tom Louden asked the Council two things: Has anyone thought seriously about which direction the wind blows? Prevailing winds are southwest to northeast. He then asked if anyone had addressed the idea as to what permitting requirements are for each of the areas. If a legislation were passed that required everyone to renew their permits at the same time, it would put everyone in a region having the same problem at the same time. It might be easier to generate more interest in a regional solution.

Brad Hancock, City Alderman from Farmington, wanted the Council to know that Farmington is not their adversary, but their neighbor. He suggested expanding the current system, improving the collection system as it will be needed eventually anyway, then at such time as several surrounding cities need to upgrade their systems, turn the present and any future plant over to a regional body, relieving a lot of burden from the City of Fayetteville. Farmington doesn't want to get in the sewer business, and perhaps the City of Fayetteville would rather not be if they had a choice. The City of Farmington is very willing to work on a regional solution.

The land acquisition issue was left at this point for future consideration.

LEGAL DESCRIPTION CORRECTION: Mayor Hanna introduced an ordinance correcting the legal description for Vacation 94-2, City Ordinance 3835.

LaGayle McCarty read the ordinance.

Mayor Hanna further described the nature of the ordinance and asked for questions.

Alderman Williams moved to suspend the rules and go to the second reading. The motion was seconded by Alderman Schaper. Upon roll call, the motion passed with a vote of 7-0-0.

Ms. McCarty read the ordinance the second time.

Alderman Schaper moved to suspend the rules and go to the third and final reading. The motion was seconded by Alderman Daniel. Upon roll call, the motion passed with a vote of 7-0-0.

Ms. McCarty read the ordinance the third and final time.

There were no other comments and Mayor Hanna concluded that the ordinance passed. ***Upon roll call, the ordinance was approved by a vote of 7-0-0.***

ORDINANCE 4126 AS RECORDED IN THE CITY CLERK'S OFFICE

OFF STREET PARKING LOT DESIGN: Mayor Hanna introduced an ordinance revising the UDO, Off Street Parking Lot Design requirements, in reference to landscaping.

Ms. McCarty read the ordinance.

Alderman Williams recognized Kim Hesse, landscape administrator, for doing most of the work on this.

Kim Hesse described and contrasted the previous landscape requirements and those currently proposed. The discussion included water systems, size of trees (smaller trees must be placed closer together), type of landscaping material, and replacement of dying landscaping.

Alderman Pettus noted that owners would be given 60 days from date of notice to remove and replace required landscaping. She asked about the penalty if the owner fails to do that. The response was that enforcement would need to be worked out with the city attorney.

Mayor Hanna verified that the issue concerned replacement of dead landscaping, then commented that the City would probably have the same option as that when yards are not mowed - go in and do the work, then charge the owner.

Alderman Williams elaborated, saying that the ordinance would be enforced in a reasonable fashion. People would not be required to replace landscaping in the middle of a drought when survival was questionable.

Alderman Schaper moved to suspend the rules and go to the second reading. The motion was seconded by Alderman Daniel. Upon roll call, the motion carried by a vote of 7-0-0.

Ms. McCarty read the ordinance a second time. The ordinance was left on second reading and will be presented for a third and final reading at the next Council meeting.

OVERLAY DISTRICT: Mayor Hanna introduced an ordinance revising the Overlay District provisions of the zoning ordinance to eliminate sections contained within the Commercial Design Standards.

Ms. McCarty read the ordinance.

Alderman Williams stated that these proposed revisions came up in the Ordinance Review Committee meeting. He reviewed the rationale for the revisions.

Alett Little discussed and described the changes. She assured the Council that the ordinance revision simply extended the best part of the overlay plan to the rest of the city.

Alderman Schaper commented that his one concern has to do with the appearance of building exteriors. He feels that our commercial design standards or ordinance is working as it was intended to work. He gave two examples - an ugly building and an attractive one, which was built under the overlay district requirements. Until that ordinance is working he feels that the Council should not pass this revision which would negate some of the protections of the overlay district. He would be in favor of making these changes if this part were left out. He felt that the commercial design standards need to be revisited.

Ms. Little discussed how the issue of building appearance standards is being addressed, then agreed it would be reasonable to take out Number 9 until there is time to work more on commercial design standards.

Alderman Schaper stated he would like to leave 9 and 10 out of this vote.

Alderman Young made a motion to amend the ordinance to take out numbers 9 and 10. The motion was seconded by Alderman Daniel. Upon roll call, the motion carried by a vote of 7-0-0. The ordinance was left on first reading.

TERM LIMITATIONS: Mayor Hanna introduced a resolution revising the Rules of Order of the Fayetteville Mayor/City Council by repealing Section (H)(2)(d) and thereby allowing a person to serve longer than two consecutive terms on any city commission or board.

Alderman Trumbo discussed the pros and cons of the revision, then opened it up for debate. Considerable debate ensued. Discussion covered qualifications of candidates as well as term limitations.

Alderman Trumbo wanted to make clear that the term limits issue did not apply to elected officials as they were directly accountable to the voters.

No action was taken on this resolution.

RUNWAY RE-STRIPING: Mayor Hanna introduced a resolution approving the contract with Time Striping, Inc. in the amount of $44,631.00 for the re-striping of the runway and taxiways and approval of a $2,500 contingency.

Alderman Schaper remarked that as soon as possible in the planning process, airport items in the CIP should be reviewed and changes made where need be in light of impact made by opening of the regional airport. It was stated, however, that this re-striping is merely a maintenance issue. As long as passenger service is offered at our airport, it needs to be kept in good condition.

Alderman Williams moved that the resolution be passed. Alderman Schaper seconded the motion. Upon roll call, the motion carried by a vote of 7-0-0.

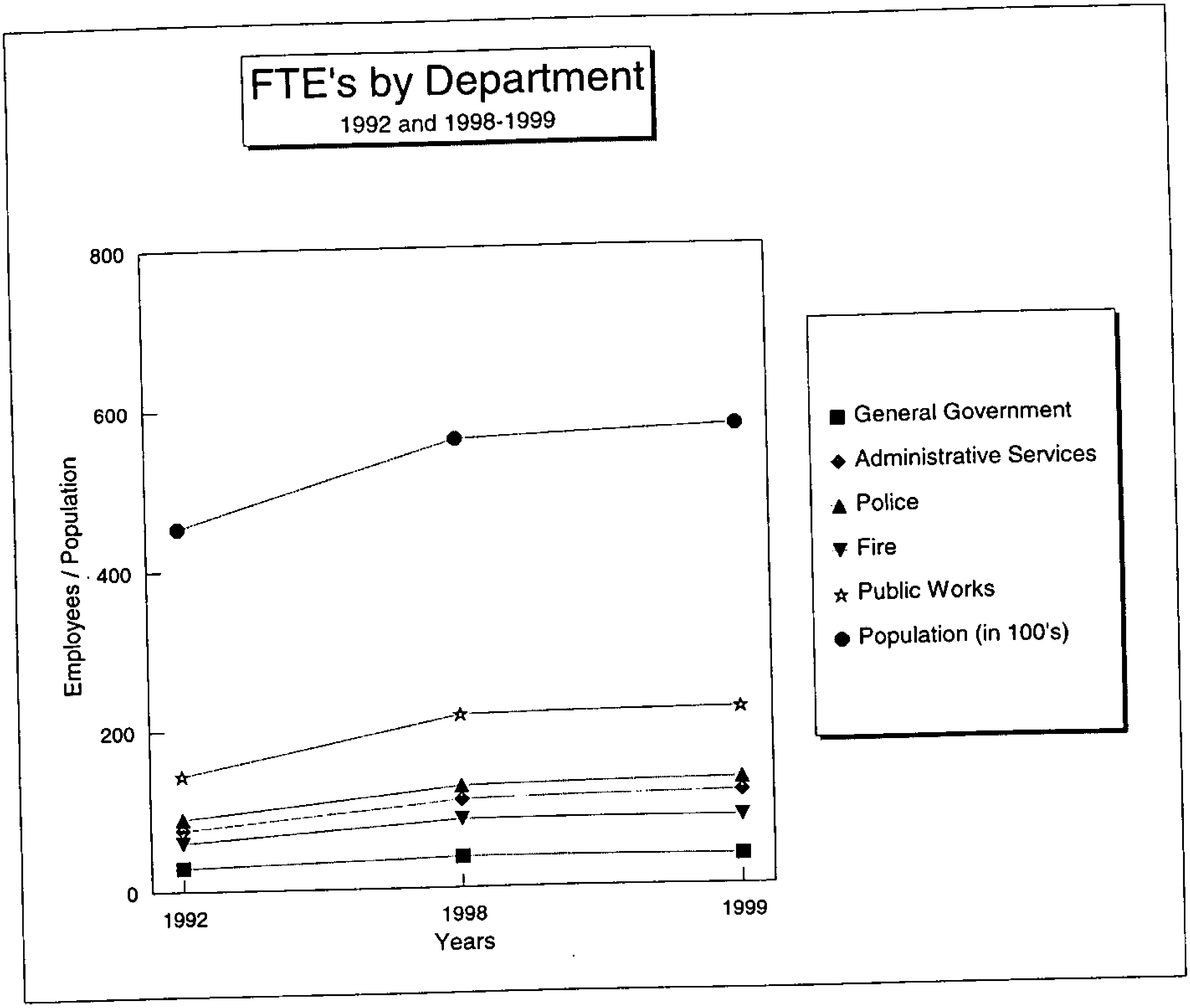
RESOLUTION 154-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

The meeting adjourned.

General Fund: Outside Agency Funding

	1997 Actual	1998 Budgeted	1999 Budgeted	Difference 1998-1999
Chamber - Economic Development	$82,595	$100,000	$100,000	$0
C.E.M.S.	144,380	143,545	143,545	0
Ozark Regional Transit	39,690	42,780	38,936	(3,844)
Walton Arts Center	17,600	17,600	0	(17,600)
Arkansas Athletes Outreach	5,000	15,000	10,000	(5,000)
Razorback Transit	20,000	20,000	0	(20,000)
Fayetteville Youth/Adult Center	138,824	154,635	149,536	(5,099)
Fayetteville Public Library	391,532	473,900	561,822	87,922
Community Access Television	52,000	63,000	31,500	(31,500)
Downtown / Dickson Enhancement	15,000	15,000	0	(15,000)
Total	$906,621	$1,045,460	$1,035,339	($10,121)

City of Fayetteville



Department	1992 Employees	1998 Employees	Proposed 1999 Employees
General Government	28.80	38.30	36.75
Administrative Services	75.75	109.80	116.30
Police	90.00	126.63	132.63
Fire	60.00	85.00	85.00
Public Works	143.90	215.76	221.01
Total	398.45	575.49	591.69
Population	45,353	56,059	57,492

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RZ98-20: REZONING
STURCHIO/KING, PP 366

This rezoning request was submitted by Sharman Sturchio and Rich King for property located at 716 West Sycamore Street. The property is zoned I-1, Heavy Commercial, Light Industrial, and contains approximately 6.36 acres. The request is to change the zoning to C-2, Thoroughfare Commercial.

Sharman Sturchio and Rich King were present on behalf of this request.

Conditions of Approval

None.

Staff recommended approval of the request.

Applicant Presentation

King: We have requested C-2 because we have a signed lease for a pub at this location and we will back at the next meeting for conditional use approval.

Public Comment

Patty Unseld who is employed by LaFamilia Restaurant which is located at 716 W. Sycamore spoke in opposition on the proposed use which might be allowed subsequent to the rezoning.

Odom: Tonight we are only considering the rezoning request. We will not be considering the use of the building.

Jay Scurlock who is the manager of the Law Quad apartments spoke in opposition on the proposed rezoning on the grounds of traffic, parking, and noise.

Committee Discussion

King: With the zoning that we have at this time, a tavern can go in there which may be what is going to happen due to the fact that we are not collecting on the rented space. The only thing that the rezoning would allow would be dancing within a tavern as a conditional use.

Tucker: If we are asked to change the zoning does that imply per staff recommendation that we have enough land zoned I-1 and the need for more C-2?

Little: No.. That is not what our recommendation implies. Our recommendation follows the uses that are already in place on that site. We were requested by the applicant to consider the change from I-1 to C-2. In looking at the types of uses that are there like the hair salon and the restaurant, both of those are actually more appropriate for a C-2 than they are for I-1. I-1 carries with it the potential for other kinds of uses that would be less compatible with the neighborhood so we felt like it was a rezoning and more reflective of what the uses are there.

Odom: Is this consistent with the General Land Use Plan?

Little: The General Land Use Plan calls for this to be a mixed use area. We recognize that it is an area of transition. Looking at the maps in your packet, there is R-2 to the west, and I-1 right against R-2. Given a perfect world, your staff would not recommend I-1 next to R-2. I think mixed use probably is the correct designation.

Tucker: Do we have enough I-1 in the City?

Little: We have enough land zoned in every category. We have vacant land in every category.

Reynolds: This is going to cause a chain reaction on that street. The neighbors to the east will come in next for C-2.

Little: The neighbors to the east are the Soap and Suds. I-1 is heavy commercial and light industrial. C-2 is Thoroughfare Commercial. If the neighbors to the east ask for C-2, I would be inclined to recommend that. The Soap and Suds is not a bar but it is a laundry mat that serves beer and that's not an appropriate I-1 use. It just happened to develop that way. This is one of those areas that isn't quite right. I would have to say C-2 would be the more appropriate zoning classification.

Hoover: Did you consider C-1? Or do you have a reason why you don't think it should be C-1?

Little: We did consider C-1. The uses that are there now would fit. That was not the request of the applicant.

Hoover: You responded to his request.

Little: We basically responded to their request. Their initial request was for the rezoning and for a conditional use for a dance hall. A C-1 would not accommodate that and it does sound that they are rethinking the conditional use for the dance hall.

Tucker: Would you care to comment on whether you feel it is more appropriate for this area to be C-1 versus C-2?

Little: C-1 is Neighborhood Commercial and by that it is meant to serve the residents surrounding it. And since this is primarily a residential neighborhood to the west, C-1 in that area would not be inappropriate. Both a restaurant and a hair salon are permitted in C-1 and I believe that a laundry is too.

Tucker: What I am most sensitive to rather than what the applicant has requested is the appropriateness of the zoning and the affect on the surrounding neighbors and the City.

Hoffman: Does the laundry need C-2 to sell liquor?

Little: I believe that is correct.

Hoffman: So the laundry anyway would need a C-2 zoning. I want to say that I find the mixed use refreshing and I think it's a good idea.

MOTION

Ms. Hoffman made a motion to approve the rezoning.

Mr. Odom seconded the motion.

Further Discussion

Forney: I've been sitting here trying to compare the use units allowed in each of those two different uses. If we allow C-2, we would provide for hotel, motel, and amusement facilities which is Unit 14, neighborhood shopping which is Unit 15, shopping goods which is Unit 16, commercial recreation large which is Units 19 and 20, and outdoor advertising which is Unit 24, and adult live club or bar which is Unit 33. This would fall under eating places. Is that correct?

Little: No. It does not fall under eating places.

Forney: The statement was that this would be allowed in any case in this existing I-1 zone.

Odom: Does it have any adult entertainment or bars in I-1 currently?

Little: Bars fall under Use Unit 14. Actually, it is classified as a nightclub or tavern.

Forney: Use Unit 14 is not allowed in I-1. A pub or tavern would not be allowed in I-1.

The statement was made earlier that it would be allowed in any case.

Reynolds: The zoning right now does not allow for a bar.

Little: That is right. The applicant has visited several times with Brent and Tim and various scenarios were discussed. They may have been advised that but I am not finding that in the code.

Forney: They can't have a pub in I-1. There is not any C-2 in this neighborhood and if we establish C-2 in this neighborhood, I think we'll see a number of applicants requesting rezoning. I think it is an interesting questions as to whether that would be an improvement or a problem. I wonder about the introduction of outdoor advertising, adult live entertainment clubs or bars, etc. into the neighborhood. I think I will probably vote against this.

Reynolds: I would like to know from the applicant where you got your information that you could have a bar in I-1. Did it come from somebody on the planning staff or have you read the regulations?

Sturchio: I visited with the planning staff. It was verbal and it was my understanding that we could by right have a neighborhood tavern exist in I-1.

King: There are quite a few empty warehouses on that street. 716 Sycamore will probably file bankruptcy and be another empty building. We haven't had many people coming through wanting to rent this place.

Reynolds: You have a restaurant in there now. Why would it be empty?

King: They are very delinquent on rent.

Estes: The discussion of permitted uses under the I-1 zoning, I had not considered. Is a bar or pub permitted in I-1?

Vinson: No, sir.

Estes: So if we grant this rezoning request to C-2 and I think it's reasonable that we can anticipate that property owners to the east will follow. Then we are truly changing the character of the Sycamore Street neighborhood.

Odom: No. There is already a bar there.

Estes: Well, how did that bar get there? That's what I'm having trouble with. I have not patronized that business so I don't know what's there. Is it bar? Is it a tap room? Do they serve mixed drinks?

Little: The name of the establishment is Soap and Suds. It is a laundry. They serve beer. I don't know when they were approved.

Reynolds: They have been there for 25 years.

Estes: I don't think Sycamore Street has been cut through there for 25 years.

Reynolds: Len has been in that business for that long anyway.

Little: We can research that for you if you like.

King: There are also two other bars directly behind our property. There's Ron's Club and Bottoms Up. They're within walking distance.

Estes: That's on Poplar, is it not.

King: Right. Which is directly the street behind us.

Reynolds: Are they zoned I-1, too?

Little: Bottoms Up is I-1. I know that they do not have a liquor license.

Hoffman: I'm in support of the rezoning because I don't think the building is big enough to support a big problematic River City type dance halls should that eventually be the outcome. I am aware that C-2 allows various use units within that zoning and I would not be opposed to rezoning the adjoining property should that come forward to us with the proper application and information because I think we do need to breath some life into that street.

Ward: If these properties are all zoned C-1 and they are going to put a pub in there, would they have to come back and get a variance?

Little: If they are zoned C-1 and they are a restaurant, they can have a liquor license. They could not have a tavern in C-1. They could have a tavern in C-2. Use Unit 14 is the night club and tavern use unit. Zone I-1 and C-1 do not allow Use Unit 14. Zone C-2 does allow Use Unit 14.

Hoover: But, if you're a restaurant you can serve alcohol.

Ward: With the residential structures and offices in the area, it just looks more like C-1, Neighborhood Commercial.

Hoover: C-2 is defined as primarily uses for highway travelers and this is definitely Neighborhood Commercial and that is C-1.

Roll Call

Upon roll call the motion failed by a vote of 3-5-0. Commissioners Estes, Forney, Hoover, Tucker, and Ward voted against the motion.

P.C. Appeal
III.H.2

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone:
501-575-8264

PLANNING DIVISION CORRESPONDENCE

TO:	**Fayetteville Planning Commission Members**
THRU:	**Alett S. Little, City Planner**
FROM:	**Brent Vinson, Associate Planner**
DATE:	**November 23, 1998**

RZ 98-20.00: Rezoning (Sturchio/King, pp 366) was submitted by Sharman Sturchio and Rich King for property located at 716 West Sycamore Street. The property is zoned I-1, Heavy Commercial, Light Industrial, and contains approximately 6.36 acres. The request is to change the zoning to C-2, Thoroughfare Commercial.

RECOMMENDED MOTION:

Staff recommends approval of the requested rezoning from I-1 to C-2.

PLANNING COMMISSION ACTION: __YES__ **Required**
_____**Approved** _____**Denied**

Date: __November 23, 1998__

Comments:

CITY COUNCIL ACTION: __YES__ **Required**
______**Approved** ______**Denied**

Date: __/__/__

BACKGROUND :

The site is currently occupied by Tramps hair salon and La Familia Mexican Restaurant. The restaurant has a beer permit and the building owner is terminating their lease. A third suite in the building is currently unoccupied.

The property is located next to existing commercial businesses. To the east is Soap and Suds, which also serves beer and food. Further east is a warehouse that is mostly unoccupied and for sale. To the west there is a self-storage business and the Chateau apartment complex. To the south across Sycamore Street is the Law Quad apartment complex. Other apartment complexes and duplexes exist along the street. The back of the property is covered with tall grass, shrubs, and some large trees. A drainage ditch exists immediately to the east where Chestnut Avenue is proposed to cut through to Sycamore in the future. The area is designated as a mixed use area on the 2020 Future Land Use Plan.

The applicant wishes to rezone the property to allow a conditional use to be obtained for a dance hall.

Sycamore Street is a four-lane collector street. Additional traffic from the proposed business would be minimal.

PURPOSE OF I-2 ZONING

I-2 General Industrial.

(A) *Purposes.* The General Industrial District is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environmental nuisances, which are objectionable to residential and business use.

ADJACENT LAND USE AND ZONING

North:	Undeveloped, I-1
South:	The Law Quad Apartment Complex
East:	Soap and Suds Laundry and Gameroom
West:	A-plus Self Storage

INFRASTRUCTURE:

Streets: Sycamore Street is a four-lane collector street and the proposed Chestnut Avenue is a local street.

Water: There is a 6" water main along the east side of the property. A fire hydrant exists to the east at Soap and Suds.

Sewer: There is a 14" sewer force main along the south side of the property and an 8" sewerline along the east side.

LAND USE PLAN:

General Plan 2020 shows this area as Mixed Use.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: **The rezoning proposed is consistent with the land use planning objectives, principles, and policies of the land use and zoning plans.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **The zoning is justified and needed at this time because the owners have not been able to find a reliable tenant to lease vacant space with the present zoning restrictions.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **The proposed zoning would not create or appreciably increase traffic danger and congestion.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

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.

Finding: **N/A**

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 501-575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Clark Davis

FROM: Brent Vinson, Associate Planner

DATE: November 30, 1998

SUBJECT: RZ 98.00-20.00

Dear Clark,

Here is the information you requested.

1. Regarding the allowable use of private club on an I-1 zoned property:

   During the November 23, 1998 Planning Commission meeting, much discussion was given to the subject of a drinking establishment on a property zoned I-1. After thorough research, staff has found that under district I-1, Heavy Commercial and Light Industrial, the permitted use of "private club or lodge" is allowable under Unit 4-Cultural and Recreational Facilities (See attached documents). Staff has found that a private club is allowable on an I-1 zoned property as a permitted use without the consent of the Planning Commission.

2. Regarding the rezoning of property owned by Rich King and Sharman Sturchio at 716 West Sycamore Street from I-1 (Heavy Commercial and Light Industrial) to C-2 (Thoroughfare Commercial):

   Rezoning was not recommended by the Planning Commission at their meeting held November 23, 1998. The rezoning from I-1 to C-2 was originally recommended by staff. It was found that the rezoning proposed was consistent with the land use planning objectives, principles, and policies of the land use and zoning plans. The Land Use Plan designates the area as mixed use.

AGENDA SESSION DISTRIBUTION CHECKLIST

DATE: 11/24/98

HANDOUTS:

REZONING APPEAL.

OPTION RESULTS.

DISTRIBUTED TO:

	~~Stephen Miller~~ ROB Reynolds	✓	Jerry Rose
✓	Kit Williams		Alett Little
✓	Cyrus Young		Steve Davis
✓	Kyle Russell	✓	NWAT
	Trent Trumbo	✓	M. News
✓	Donna Pettus	✓	KIX
✓	Len Schaper	✓	Democrat-Gazette
✓	Heather Daniel		Robyn/Lana
✓	Mayor Hanna		Theresa Johnson
	Nancy Hendricks		
	Don Bunn		
	Kevin Crosson		
	Charlie Venable		

NOTES:

Nominating 12/10/98 5:00.

STAFF REVIEW FORM

XX AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of December ~~16~~ 01, 1998

FROM:

Lib Horn	Animal Services	Admin Services
Name	Division	Department

ACTION REQUIRED: Adoption of a resolution approving a cost share agreement with the Humane Society of the Ozarks to implement a Low/Income Spay/Neuter Program.

COST TO CITY:

$31,000- Revenue(1999) $31,000- Cost(1999)	$92,696	Services & Charges
Cost of this Request	Category/Project Budget	Category/Project Name
	$ -0-	Animal Shelter
Account Number	Funds Used To Date	Program Name
	$92,696	General Fund
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item 1999 Proposed Budget _____ Budget Adjustment Attached

Budget Coordinator ________ Administrative Services Director

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

Marilyn J Cramer	11-20-98	Yolanda Fields	11-20-98
Accounting Manager	Date	Internal Auditor	Date
	11-20-98		
City Attorney	Date	ADA Coordinator	Date
	11-20-98		
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommends adoption of resolution and approval of contract.

	11/20/98	
Division Head	Date	Cross Reference
		New Item: **Yes** **No**
Department Director	Date	
	20NOV98	
Administrative Services Director	Date	Prev Ord/Res #:_______
Fred Hanna	11/23/98	
Mayor	Date	Orig Contract Date:_______

C:\APP\98BUD\98NOTES\HSO_SPAY.AGA

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and City Council

THRU: Kevin Crosson, Admin. Services Director

FROM: Lib Horn, Animal Services Supt.

DATE: November 20, 1998

SUBJECT: Low Income Spay/Neuter Program

The Animal Services Division requests your acceptance of a contract between the Humane Society of the Ozarks and the City of Fayetteville for the establishment of a Low Income Spay/Neuter Program. The establishment of this clinic will result in a significant reduction in the number of unwanted animals.

This clinic will reduce the number of euthanasia performed at the shelter. The desirable humanitarian result also has a very positive financial benefit in that euthanasia and disposal of the bodies is expensive in terms of materials, utilities, personnel time, equipment and great psychological strain upon the shelter personnel required to participate in this duty.

In addition, by reducing the number of unwanted animals, the adoption percentage will increase. The number of surrendered,stray and abandoned animals would be reduced which would allow a longer shelter stay for each animal, this would in turn increase the possibility of adoption.

The clinic will provide a humanitarian service to both the animals and the public. It will be major step toward providing that all animals born are animals that are wanted.

AGREEMENT FOR LOW INCOME SPAY/NEUTER PROGRAM COST SHARE

This AGREEMENT executed this 1 day of December, 1998, between the City of Fayetteville, Arkansas, hereinafter called the "City" and Humane Society of the Ozarks, whose address is 103 North College, Suite #4, Fayetteville, AR 72703, hereinafter called "HSO", witnesseth:

Whereas; the City has constructed an animal clinic to perform required cat and dog spay/neuter procedures for all cats and dogs adopted from the City of Fayetteville Animal Shelter; and,

Whereas; the City has capacity to perform additional cat and dog spay/neuter procedures; and,

Whereas; the HSO desires to implement a low income spay/neuter program.

Now, Therefore, IN CONSIDERATION OF THE FOLLOWING COVENANTS and other considerations contained herein, the parties agree:

1) the HSO shall provide funding for the low income spay/neuter program. The initial year's funding is established at $31,000. (See attachment A) Funding requirements for future years shall be based on the most recent, completed prior year's actual expenses reduced by the fees collected during the prior year from the HSO Low Income Spay/Neuter Program Participant.

2) the HSO shall deposit funds with the City at the beginning of each calendar quarter, for that calendar quarter, to fully fund the additional veterinary services and associated surgical supplies.

3) the HSO shall certify individual eligibility for participation in the low income spay/neuter program.

4) the City agrees to provide animal clinic space and the necessary building operating expenses.

5) the City agrees to collect and escrow the fees assessed by the HSO from the low income spay/neuter program participant. The collected fees shall be utilized to offset HSO future cost of the Low Income Spay/Neuter Program.

6) the City agrees to offer and perform the following additional services to the low income spay/neuter program participant after the appropriate fees have been paid to the City by the low income spay/neuter program participant:

Occult heart worm test for dogs
Leukemia test for cats
Feline Leukemia vaccination for cats

7) the City agrees to offer and perform spay/neuter procedures inconjunction with the HSO Melissa Henderson Spay/Neuter Program.

8) the City shall have the right to terminate this Agreement upon ninety days written notice to the HSO, and HSO shall have the right to terminate this Agreement upon ninety days written notice to the City.

9) Nothing in this agreement shall be construed to give any rights or benefits to anyone other than HSO and City.

IN WITNESS WHEREOF, City and HSO have executed this agreement, the effective date of which shall be 12/1/98.

CITY OF FAYETTEVILLE

By: Fred Hanna

Fred Hanna, Mayor

ATTEST:

By: Heather Woodruff

Heather Woodruff, City Clerk

Humane Society of the Ozarks

By: [signature]

Title: President of the Board of Directors

ATTEST:

By: Kathy Short

Humane Society of the Ozarks - Secretary

Secretary - Board of Directors

Attachment A

City of Fayetteville, Arkansas
Estimated Cost to Operate - Humane Society of the Ozarks Low Income Program for the Initial Year

		Projected HSO Portion of Total Cost
1 Surgical Supplies (more than 1 year life)		
Spay Packs (Need 3 each @ $500 each)		1,500
2 Annual Operating Expense		
Veterinary Services		25,000
Drape Sheets	12 Boxes	400
Surgical Drapes	12 Boxes	250
Surgical Sponges 3X3"	25 Boxes	50
Surgical Sponges 4X4"	45 Boxes	50
3CC Syringes	12 Boxes	100
6CC Syringes	12 Boxes	100
12CC Syringes	6 Boxes	100
22X1" Needles	12 Boxes	100
20X1" Needles	12 Boxes	100
Surgical Masks	6 Boxes	100
Shoe Covers	2 Cases	200
Surgical Gowns	3 Cases	300
Surgical Caps	3 Boxes	50
Surgical Gloves	12 Boxes	200
Anesthetic Gloves		700
Oxygen		400
Injectable Anesthesia		250
2.0 Plain Gut		250
0.0 Gut		250
Braunamid Suture		300
Surgical Scrub, Alcohol, Hydrogen Peroxide, Betadine		250
	Subtotal - Annual Operating	29,500
Estimated Cost to Operate - Humane Society of the Ozarks Low Income Program for the Initial Year		31,000

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and City Council

THRU: Kevin Crosson, Admin. Services Director

FROM: Lib Horn, Animal Services Supt. LH

DATE: November 20, 1998

SUBJECT: Low Income Spay/Neuter Program

The Animal Services Division requests your acceptance of a contract between the Humane Society of the Ozarks and the City of Fayetteville for the establishment of a Low Income Spay/Neuter Program. The establishment of this clinic will result in a significant reduction in the number of unwanted animals.

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In addition, by reducing the number of unwanted animals, the adoption percentage will increase. The number of surrendered,stray and abandoned animals would be reduced which would allow a longer shelter stay for each animal, this would in turn increase the possibility of adoption.

The clinic will provide a humanitarian service to both the animals and the public. It will be major step toward providing that all animals born are animals that are wanted.

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: November 24, 1998

TO: Donald R. Bunn, Assistant Public Works Director

THRU: Jim Beavers, City Engineer JB

FROM: Ed Connell, Land Agent EDC

RE: WEST SIDE TREATMENT LAND
OPTION TO PURCHASE

Based upon telephone conversations this date with the following parties, the following summarizes their views relative to granting a one-year option to the City on the purchase of their lands, all located on the West side of Fayetteville.

Tract No.	Ownership	Acreage	Option Cost ($)	Cost ($)
3.	McClelland	100.0	$520/Ac	52,000
4.	Shipp	100.0	$500/Ac	50,000
5.	Broyles Farm*	116.5	$48,350	48,350
6.	Hammond*	3.5 plus Imp.	$120,000	120,000
	Total One Year Option Cost			270,350

* Broyles Farm/Hammond is considered as one combined property with two parts(owners). Option on Broyles Farm property is conditional on City purchasing the Hammond property.

All parties have further indicated that if the above options are not approved by the Fayetteville City Council on December 1, 1998, they will otherwise consider the Offer and Acceptance Contracts, that were previously entered into, to be null and void.

FILED IN MY OFFICE THIS
24 DAY OF November 19 98
[handwritten signature] City Clerk

Clark Davis
347 N. Willow Ave.
Fayetteville, AR 72701
(501) 521 2645

11/24/98

RE: Rezoning Request
Sycamore Pub

To the Fayetteville City Council:

I would like to appeal the City Planning Commission's decision on 11/23/98 to deny a rezoning request at 716 W. Sycamore Street. The request was for rezoning from I-1 (industrial) to C-2 (Commercial). I feel that the planning boards perception that the rezoning would change the character of the street is in error. Currently all but one business on the north side of Sycamore are commercial businesses. The street is a four-lane artery and not just a residential street. Also the objections raised by the current occupant and the manager of the Law Quad Apartments across the street should not have been taken into consideration. The current occupant (La Familia) is being evicted no matter what happens due to lack of rent payment, and I have a signed petition by the manager of the Law Quad's wife when I surveyed the neighbors saying there is no problem with the location of a private club to be located at 716 W. Sycamore. The rezoning request is needed to allow for the location of the Sycamore Pub, a private club, at this address with the future plan of applying for a dancehall conditional use permit. A survey of the neighborhood has shown no significant opposition to the location of this business. I feel that it would be a good idea if the city council council could plan to tour the sight during their agenda setting meeting to get a better feel of the area. Currently there is a neighbor (Soap and Suds) that has a pool hall serving beer and on the back side of the block are 2 other clubs, one being a private club with dancing.

Thank you for your consideration,

Clark Davis

[signature]

RECORD DESTRUCT
III.E.1

STAFF REVIEW FORM

x Agenda Request
___ Contract Review
___ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF December 1, 1998

FROM:

Gina Roberts	City Clerk	City Clerk
Name	Division	Department

ACTION REQUESTED:

Adopt a resolution authorizing destruction of Records.

COST TO THE CITY:

$ 0	$	
Cost of this request	Category/Project Budget	Category/Project Name
Account Number	Funds used to date	Program Name
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

___ Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:

Accounting Manager Date

Internal Auditor Date

X [signature] 11-18-98
City Attorney Date

ADA Coordinator Date

Purchasing Officer Date

STAFF RECOMMENDATION:

Division Head Date

X Heather Woodruff 11/18/98
Department Director Date

Administrative Services Director Date

X Fred Hanna 11/19/98
Mayor Date

FAYETTEVILLE

RECORD DESTRUCT
III.E.2

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Fayetteville City Council

FROM: Gina Roberts, Microfilm Clerk

DATE: November 18, 1998

SUBJECT: Destruction of Records

Attached is a listing of records that are ready for destruction. All of the records have been microfilmed, and the original document has been maintained for the required length of time. The microfilm will be maintained as a permanent record.

COUNCIL ACTION REQUESTED: Adopt a resolution authorizing destruction of the records as listed on the attached pages.

Attachment

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

RECORD DESTRUCT
III.E.3

DESTRUCTION LIST FOR 1997

ACCOUNTING/FINANCE:

1986 and 1987 Travel and Training Files
1992 Accounts Receivable Paid Invoices
1992 HMR and Supplemental Beverage Files
1992 Payroll Clerks Terminated Employee Files
1993 Bonus Payroll Register
1993 Retired Police and Fire Pension Register
1993 Vendor Files A thru Z and Numerical Files
1993-94 Safety Incentive Awards Register
1994 Bonus Payroll Register
1994 Comp Time Conversion Report from Personnel to Payroll Clerk
1994 Daily Cash Sheets Pool Concession (back-up for deposit) 5-29-94 thru 8-28-94
1994 Pay Plan Adjustments Register
1994 Payroll Registers
1994 Payroll Time Sheets and File Maintenance PR #1 thru #26
1994 Retired Police and Fire Pension Register

BUSINESS OFFICE:

Meter Reads from PC Listing (PEL) 12-13-95 thru 2-13-97
Meter Reads for PC Listing (PEL) 8-23-96 thru 12-27-96

CITY ATTORNEY FILES:

1987 City Attorney Legal Documents 1-9-87 thru 12-17-87

CITY CLERK FILES:

City Council Agenda's from 11-5-91 thru 12-15-92

CITY MANAGER/MAYOR FILES:

Old City Managers Files from 1965 thru 1991

CITY PROSECUTOR:

*Old Tried Cases from 1979

DESTRUCTION LIST FOR 1997

COMMUNITY DEVELOPMENT:

Community Development Rehab Files from 1970 thru 1981
1992 Community Development Vendor Files, Rehab Files, Escrow Grant Rental Rehab Files
*1994 Community Development Taxi Coupons

ENGINEERING:

Engineering Chronological Files 10-1972 thru 9-1975

INSPECTION DEPARTMENT:

Inspection Street Permit Files from 12-1993 thru 10-1994

INTERNAL AUDITORS:

Internal Auditors contract files from 1985 thru 1994 K-95 thru K-466
Internal Auditors contract files from 1992 thru 1993 K-156 thru K-396

MUNICIPAL COURT:

1984 City Daily Receipts Journal Adjustment Entries

PERSONNEL:

1996 Rejected Applications

PURCHASING DEPARTMENT:

Diesel Audit Papers (Copies of Vendor Files) 1973 thru 1981
1987 RFP
1987-90 Misc. Insurance Files
1988 Bid #817
1989 RFP Pay Survey
1990 Bid Files
1991 Bid Files
1991 Pink Copies of Purchase Orders
1992 Bid Files
1993 Bid Files
1993 Pink Copies of Purchase Orders
Purchasing Vendor Master List as of 2-4-94

RECORD DESTRUCT
III.E.5

DESTRUCTION LIST FOR 1997

SHOP DEPARTMENT:

1986 and 1987 Work order add-ons
Shop Vehicle Fuel Usage Reports 7-1988 thru 2-1991
Diesel Vehicle Records form 1988 thru 1991
Shop Vehicle Maintenance Files-Fuel Logs from 1994 and 1995

TRAFFIC DEPARTMENT:

1984-1987 Tickets with a Zero Balance to be cleared from System
Certified Letter Receipts 9-1986 thru 11-87
Daily Updates-Parking Issue and Receipts Journal Entries 6-26-90 thru 12-28-90.
1990 Inventory Issue Edit List
1990 Parking Card Maintenance Update
1990 Parking Payments Listing and Current and Not Posted Payments
1990 Listing of Issued and Not Posted Tickets
1990 Updated Journal Entries 1-2-90 thru 6-25-90
Voids- Parking Issues and Receipts Journal Entries 10-90 thru 12-90
1990 Closed Workorder Edit List

WATER/SEWER:

Water and Sewer Warehouse Issue Slips Inventory Report 1992
1993-1994 Water/Sewer One Call Verification Reports

* Files that are not Filmed but can be destroy after being in storage for length of time required.

TENTATIVE
AGENDA

FAYETTEVILLE CITY COUNCIL MEETING
DECEMBER 1, 1998

A meeting of the Fayetteville City Council will be held on December 1, 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 November 17, 1998 meeting.

B. **HVAC RENOVATION:** A resolution awarding Bid 98-88, Fayetteville City Administration Building HVAC Renovation to Airworks, Division of MCC, Inc. in the amount of $662,863.

C. **HVAC RENOVATION:** A resolution approving a contract amendment to Green-Anderson Engineers, Inc. in the amount of $25,029; approval of a project contingency of $46,400 and approval of a budget adjustment.

D. **RADIO MAINTENANCE:** A resolution awarding the radio maintenance contract of the Motorola 800 MHZ Smartnet Trunking System to Motorola, Inc.

E. **SPAY/ NEUTER PROGRAM:** A resolution approving a cost share agreement with the Humane Society of the Ozarks to implement a Low/Income Spay/Neuter Program.

II. OLD BUSINESS

A. **PROPERTY ACQUISITION:** Discussion of purchase options for property located between Washington County roads #648 and #649, south of Highway 16 West and north of Highway 62, for the possible location of second waste water treatment facility. Properties to be acquired from James McClelland Jr., H.M. and Norma Lee Ship, Broyles Farm Inc., and Calvin and Wanda Sue Hammond.

B. **OFF STREET PARKING LOT DESIGN:** An ordinance revising the UDO, Off Street Parking Lot Design requirements, in reference to landscaping. The ordinance was left on second reading.

C. **OVERLAY DISTRICT:** An Ordinance revising the Overlay District provisions of the zoning ordinance to eliminate sections contained within the Commercial Design Standards. The ordinance was left on the first reading.

III. NEW BUSINESS

A. **EMINENT DOMAIN:** An ordinance authorizing the City Attorney to seek possession of property owned by Jill R. Jacoway located at the southeast corner of Old Missouri Road and Zion Road by the power of eminent domain, in association with the required right-of-way and easements for the Old Missouri/Zion Road Intersection Improvement.

B. **1999 BUDGET:** A resolution adopting the 1999 City of Fayetteville Annual Budget and Work Program.

C. **RZ 98-19:** An ordinance approving a rezoning request, RZ 98-19, submitted by Tom Terminella for property located north of Township East extension. The request is to rezone 45.87 acres from A-1, Agricultural, to R-1, Low Density Residential.

D. **UNDERGROUND UTILITY:** An ordinance approving the changes to the Underground Utility Ordinance which was forwarded to the Planning Commission from the Ordinance Review Committee for their review and comment.

E. **RECORD DESTRUCTION:** A resolution authorizing the destruction of Records.

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

XX AGENDA REQUEST
XX CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of December 1, 1998

FROM:

Harold Dahlinger	Building Maintenance	Admin Services
Name	Division	Department

ACTION REQUIRED: Award of bid #98-88 Fayetteville City Administration Building HVAC Renovation to the low bidder - Airworks, Division of MCC,Inc in the amount of $662,863; approve a contract amendment to Green-Anderson Engineers, Inc in the amount of $25,029; approval of a project contingency of $46,400; and, approval of a budget adjustment.

COST TO CITY:

$734,292 Cost of this Request	$ 460,000 Category/Project Budget	Building Improvements Category/Project Name
4470-9470-5804-00 Account Number	$ 41,011 Funds Used To Date	______ Program Name
96028-7 Project Number	$ 418,989 Remaining Balance	Sales Tax Capital Imp. Fund

BUDGET REVIEW: X Budgeted Item X Budget Adjustment Attached

Budget Coordinator ______ Administrative Services Director

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

Accounting Manager	11-10-98 Date	Internal Auditor	11-10-98 Date
City Attorney	11-12-98 Date	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Award of construction contract, approval of engineering change order, approval of project contingency and approval of budget adjustment.

Division Head 11/9/98 Date

Cross Reference

Department Director Date

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

Administrative Services Director 13NOV98 Date

Prev Ord/Res #: ______

Mayor 11/13/98 Date

Orig Contract Date: ______

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

HVAC RENOVATION
I.B.2

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fred Hanna, Mayor

THRU: Kevin Crosson, Administrative Services Director

FROM: Harold Dahlinger, Facilities Superintendent

DATE: November 10, 1998

SUBJECT: HVAC Renovation Contract

Enclosed are the following items: contract with Air Works Division of MCC, Incorporated, who submitted the low bid of $662,863 for the City Administration HVAC Renovation; contract amendment to the Green-Anderson Engineers, Incorporated, in the amount of $25,029; an approval of a project contingency in the amount of $46,400; and a budget adjustment.

The current HVAC system has been in place for 12 years and has reached the end of its life cycle. The City has experienced continued maintenance problems with our current system and this project is intended to provide more consistent heating, cooling, and ventilation while lowering our utility costs.

It should be noted that this project was advertized for bids on four different occasions and numerous contacts were made with local and out-of-area vendors. Due to its complexity and nature of this project, we only obtained two interested companies who submitted bids.

If you have any questions regarding this item, please contact Harold Dahlinger at extension 361.

HD:msm

enclosures

BID TABULATION FORM

PROJECT: Fayetteville City Admininstration HVAC Renovation
BID DATE: November 3, 1998
BID TIME: 3:00PM
Room 326, City Administration Building   Bid #98-88

PRIME CONTRACTORS	ADD #1	ADD #2	ADD #3	BID BOND	BASE BID	MECH. SUB-CONTRACTOR	ELECT SUB-CONTRACTOR
AIRWORKS	x	x	x		$662,863.00	Airworks	MultiCraft
License # 25810398					$9,500.00 ded alt		
JOHNSON MECHANICAL CONTRACTORS	x	x	x		$811,248.00	Johnson Mech	King Elec
License # 4651099					$5,400.00		
MOUNTAIN MECHANICAL CONTRACTOR							
License #							
License #							

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

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A practice division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General Contractors of America

This Standard Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract, (No. 1910-8) (1990 Edition). Their provisions are interrelated and a change in one may necessitate a change in the others. The suggested language for instructions to bidders contained in the Guide to the Preparation of Instructions to Bidders, (No. 1910-12) (1990 Edition) is also carefully interrelated with the language of this Agreement. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Contract Documents, (No. 1910-9) (1986 Edition). See also Guide to the Preparation of Supplementary Conditions, (No. 1910-17) (1990 Edition).

EJCDC No. 1910-8-A-1 (1990 Edition)

EJCDC
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the fifth day of November in the year 19 98 by and between City of Fayetteville, Arkansas (hereinafter called OWNER) and Air Works, Division of Multicraft Contractors, Inc. (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:

Renovation of the heating, ventilating and air conditioning (HVAC) system in the City Administration Building, 113 West Mountain Street, Fayetteville, Arkansas.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

HVAC Renovations
Administration Building
City of Fayetteville

Article 2. ENGINEER.

The Project has been designed by Green Anderson Engineers, Inc.

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsiblities 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 on or before ______________, 19___, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before ______________, 19___.~~

3.1 The Work will be substantially completed within 210 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 240 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 shall pay OWNER Two hundred fifty and 00/100 ----------- dollars ($ 250.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if 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 fifty dollars ($ 250.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

[Where failure to reach a Milestone on time is of such consequence to OWNER that the assessment of liquidated damages is to be provided, appropriate amending or supplementing language should be inserted here.]

(Strike any of the above paragraphs that are inapplicable)

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 pursuant to paragraphs 4.1 and 4.2 below:

4.1 for all Work other than Unit Price Work, a Lump Sum of:

Six hundred sixty-two thousand eight hundred sixty-three dollars ($ 662,863.00)
(use words) figures

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.8 of the General Conditions;

plus N/A

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:

UNIT PRICE WORK

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED
N/A					

TOTAL OF ALL UNIT PRICES N/A (use words) $ ________ (dollars)

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.

[In special circumstances, the Bid may be attached to avoid extensive retyping. See paragraph 13.10 below. Any exhibits attached should be listed in Article 8.]

[If adjustment prices for variations from stipulated Base Bid quantities have been agreed to, insert appropriate provisions. See Suggested Bid Form Paragraph 4 and Comment I.]

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 or about the __*__ day 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.

__90__ % 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 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% of the Work completed.

__90__ % (with the balance being retainage) 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 __100__ % 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.

* Within 30 days of the Contractor's application for payment after approval and certification by the Engineer.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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.

7.6. 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.

7.7. 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 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement (pages 1 to 8, inclusive).

8.2. Exhibits to this Agreement (pages none to ______, inclusive).

8.3. Performance, Payment, and other Bonds, identified as exhibits A and consisting of ______ pages.

8.4. Notice to Proceed.

8.5. General Conditions (pages 1 to 42, inclusive).

8.6. Supplementary Conditions (pages 01400-1 to 01400-8, inclusive).

8.7. Specifications bearing the title HVAC Renovation Administration Building City of Fayetteville and consisting of 4 divisions and 156 pages, as listed in table of contents thereof.

8.8. Drawings consisting of a cover sheet and sheets numbered M1-M13, E1-E3,S1 ~~through~~ ______, inclusive with each sheet bearing the following general title: HVAC Renovation Administration Building City of Fayetteville

[Fill in, and, if a set of Drawings is not attached to each signed counterpart of Agreement, so indicate in which case OWNER and CONTRACTOR should initial or otherwise appropriately identify each Drawing.]

8.9. Addenda numbers 1 to 3, inclusive.

[Those Addenda which pertain exclusively to the bidding process need not be listed.]

8.10. CONTRACTOR's Bid (pages 01100-1 to 01100-2, inclusive) marked exhibit -.

[Attach actual Bid only in special circumstances.]

8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages none to ______, inclusive).

8.12. 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 8.2 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 13. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. 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.

9.3. 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.

9.4. 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.

9.5 OTHER PROVISIONS.

[Insert other provisions here if applicable.]

, WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. 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.

This Agreement will be effective on November 17, 19 98 (which is the Effective Date of the Agreement).

OWNER City of Fayetteville, Arkansas

By: ______________________

[CORPORATE SEAL]

Attest ______________________

Address for giving notices

113 West Mountain Street

Fayetteville, AR 72701

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.

CONTRACTOR Air Works, division of Multi-Craft Contractors, Inc.

By: Mark Morris

[CORPORATE SEAL]

Attest Sandra Burns

Address for giving notices

2300 Lowell Road

Springdale, AR 72764

License No. 0025810397

Agent for service of process: ______________________

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

HVAC RENOVATION
I.C.1

STAFF REVIEW FORM

XX AGENDA REQUEST
XX CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of December 1, 1998

FROM:

Harold Dahlinger	Building Maintenance	Admin Services
Name	Division	Department

ACTION REQUIRED: Award of bid #98-88 Fayetteville City Administration Building HVAC Renovation to the low bidder - Airworks, Division of MCC,Inc in the amount of $662,863; approve a contract amendment to Green-Anderson Engineers, Inc in the amount of $25,029; approval of a project contingency of $46,400; and, approval of a budget adjustment.

COST TO CITY:

$734,292	$ 460,000	Building Improvements
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5804-00	$ 41,011	
Account Number	Funds Used To Date	Program Name
96028-7	$ 418,989	Sales Tax Capital Imp.
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item X Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Marilyn J. Cramer 11-10-98 Yolanda Fields 11-10-98
Accounting Manager Date Internal Auditor Date

11-12-98
City Attorney Date ADA Coordinator Date

Purchasing Officer Date

STAFF RECOMMENDATION: Award of construction contract, approval of engineering change order, approval of project contingency and approval of budget adjustment.

Harold Dahlinger 11/9/98
Division Head Date

Cross Reference

Department Director Date

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

13NOV98
Administrative Services Director Date

Prev Ord/Res #:

Fred Hanna 11/13/98
Mayor Date

Orig Contract Date:

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

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

November 5, 1998

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

RE: City Administration Building
HVAC Renovation

Dear Mr. Dahlinger,

Bids were received on November 3, 1998, for the above referenced project. We have examined the bids submitted, reviewed the contractor's capabilities to perform the work and feel that the apparent low bidder, Airworks, Division of MCC, Inc. meets the requirements of the contract documents. If funds can be appropriated, it is recommended that the contract be awarded to Airworks, Division of Multi Craft Contractors, Inc. for the base bid amount of Six Hundred Sixty Two Thousand, Eight Hundred Sixty Three Dollars ($662,863). A seven percent (7%) contingency fund in the amount of Forty Six Thousand Four Hundred Dollars ($46,400) is recommended due to the nature of the project.

Should you have questions or need additional information, please contact me.

Sincerely,

O. Michael Green, P.E.
President

OMG/sb

City of Fayetteville, Arkansas
Budget Adjustment Form

HVAC RENOVATION
I.C.3

Budget Year	Department: Sales Tax Capital Improvements	Date Requested	Adjustment #
1998	Division:	11/05/98	
	Program:		

Project or Item Requested:
Additional funding is requested for the Building Improvements Project.

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

Justification of this Increase:
The additional funding is needed to fund the cost of the project. The work involved is more extensive than originally planned.

Justification of this Decrease:
Interest earning are in excess of projected sufficient to fund this request.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Building Improvements	316,000	4470	9470		5804	00	96028	8

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Use of Fund Balance	316,000	4470	0947		4999	99		

Approval Signatures

	Date
Requested By	11/5/98
Budget Coordinator	11/05/98
Department Director	
Admin. Services Director	13NOV98
Mayor	

Budget Office Use Only

Type: A B C D E

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log

Blue Copy: Budget & Research / Yellow Copy: Requester

C:\APP\98BUD\BAADJ\HVAC_BA.WK4

AMENDMENT TO THE

AGREEMENT WITH Green-Anderson Eng. Inc.

AMENDMENT #1_

This is an amendment to the Agreement for Engineering Services executed on the 6th day of January 1998 between the City of Fayetteville, Arkansas and Green-Anderson Eng. Inc.

Additional services required due to increase in construction costs. Work involved is more extensive than orginally planned.

The charge for the additional services shall not exceed $25,029.00.

CITY OF FAYETTEVILLE:

______________________ Date______________
Mayor

Green Anderson Engineers, Inc:
Company

______________________ Date 11-10-98

Pres.
Title

RADIO MAINT.
I.D. 1

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of December 1, 1998

FROM:

Name	Division	Department
Richard L. Watson	Police	Police

ACTION REQUIRED:

Award the Radio Maintenance Contract of the Motorola 800 MHz Smartnet Trunking System to Motorola, Inc.

COST TO CITY:

$ 70,187.00 (1999 Budget) Cost of this Request	$ 70,187.00 (1999 Budget) Category/Project Budget	Radio Maintenance Category/Project Name
Various Accounts Account Number	$ -0- Funds Used To Date	Various Programs Program Name
N/A Project Number	$70,187.00 (1999 Budget) Remaining Balance	Various Funds Fund

BUDGET REVIEW: X Budgeted Item (1999 Budget) ___ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: ___

Marilyn J. Cramer Accounting Manager	11-3-98 Date	ADA Coordinator	Date
City Attorney	11-4-98 Date	Yolanda Fields Internal Auditor	11-5-98 Date
Purchasing Officer	11-4-98 Date		

STAFF RECOMMENDATION: Approve awarding the contract to Motorola, Inc.

Division Head	11-3-98 Date	Cross Reference
Rick Hoyt - Asst Chief Department Director	11-3-98 Date	New Item: Yes No
Administrative Services Director	5NOV98 Date	Prev Ord/Res #: ___
Mayor	Date	Orig Contract Date: ___

RADIO MAINT.
I.D.2

MOTOROLA

October 27, 1998

Ms. Peggy Vice
Purchasing Officer
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Re: Proposal for Maintenance Contract Motorola 800 Smartnet System RFP No. 98-9

Dear Ms. Vice:

Motorola Inc., by and through its Commercial, Government and Industrial Solutions Sector ("Motorola"), is pleased to present to you the enclosed Proposal in response to your RFP No.98-9. This Proposal consists of this cover letter, the Motorola Service Agreement Terms and Conditions, and any additional forms or attachments enclosed with this letter.

Our Proposal is subject to the Motorola Service Agreement Terms and Conditions. You may accept this Proposal by signing where indicated on the Motorola Service Agreement Terms and Conditions or by signing the enclosed Order Form. Alternatively, Motorola would be more than willing to negotiate mutually agreeable terms and conditions if awarded the contract.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. We look forward to receiving your response. Please feel free to contact Harold Johnson, your Motorola Account Manager at (504) 712-9876.

Sincerely yours,
MOTOROLA, INC.

PAT SOLLEDER
Area Market Manager
Communications Enterprise
CGISS, USCG, Western Division

cc: Account Manager
Contracts and Compliance Manager

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

POLICE DEPARTMENT

MEMORANDUM

TO: Mayor Fred Hanna

FROM: Richard Watson, By R.Hoyt Chief of Police

DATE: November 2, 1998

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

The Radio Maintenance committee met on Monday, November 2, 1998 at 9:00am. Three RFP's were received and examined by the committee. This contract is for a one year period subject to renewal for two consecutive years until December 31, 2001. The annual amount for this contract is $70,187.00. Motorola, Inc. was selected to handle our radio maintenance for the following reasons:

* The subcontractor Smith's Two Way is the only authorized Motorola service and repair facility in Northwest Arkansas.

* The subcontractor Smith's Two Way has an experienced staff of technicians which will be assigned to our contract.

* Motorola offers factory authorized training at no cost to the authorized service centers to ensure they have the best trained personnel in the radio industry.

* Motorola offers Field Technical Representative Services (engineers) who are available to assist subcontractors when problems arise. This service is provided free to Motorola maintenance customers when needed.

FAYETTEVILLE POLICE DEPARTMENT
P.O. BOX 1988
FAYETTEVILLE, ARKANSAS 72702-1988

(DELIVERIES) POLICE: 100-A WEST ROCK STREET 72701
JAIL: 140-A WEST ROCK STREET 72701
PHONE: 501-587-3555 FAX: 501-587-3522

RADIO MAINT.
I.D.4

MOTOROLA

October 27, 1998

Ms. Peggy Vice
Purchasing Officer
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Re: Proposal for Maintenance Contract Motorola 800 Smartnet System RFP No. 98-9

Dear Ms. Vice:

Motorola Inc., by and through its Commercial, Government and Industrial Solutions Sector ("Motorola"), is pleased to present to you the enclosed Proposal in response to your RFP No.98-9. This Proposal consists of this cover letter, the Motorola Service Agreement Terms and Conditions, and any additional forms or attachments enclosed with this letter.

Our Proposal is subject to the Motorola Service Agreement Terms and Conditions. You may accept this Proposal by signing where indicated on the Motorola Service Agreement Terms and Conditions or by signing the enclosed Order Form. Alternatively, Motorola would be more than willing to negotiate mutually agreeable terms and conditions if awarded the contract.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. We look forward to receiving your response. Please feel free to contact Harold Johnson, your Motorola Account Manager at (504) 712-9876.

Sincerely yours,
MOTOROLA, INC.

PAT SOLLEDER
Area Market Manager
Communications Enterprise
CGISS, USCG, Western Division

cc: Account Manager
Contracts and Compliance Manager

RADIO MAINT.
I.D.5

Harold Johnson

CITY OF FAYETTEVILLE

RFP# 98-9

MOTOROLA 800 SMARTNET SYSTEM MAINTENANCE CONTRACT

ADDENDUM #1, OCTOBER 8, 1998

Change due date from OCTOBER 21, 1998 to OCTOBER 30, 1998.

Request For Proposal
City of Fayetteville, Arkansas
RFP# 98-9
Maintenance Contract
Motorola 800 Smartnet System

The City of Fayetteville, Arkansas is currently soliciting written proposals for the purpose of contracting for services with a qualified company to maintain the City's Motorola 800 Smartnet Electronic System. The electronic maintenance contract will be for a one (1) year period subject to renewal for four consecutive years.

Contract shall terminate without further obligation on the part of the City at the close of fiscal year 1999 and at the close of each succeeding fiscal year.

However, with the approval of funding by the City Council this contract will automatically renew at the beginning of fiscal years 2000, 2001, 2002 and 2003, until the end of contract period December 31, 2003.

Above clauses in no way effect right to terminate contract with a thirty day written notice to terminate by either party.

The purpose of the maintenance contract is to secure a qualified company to perform electronic maintenance services on the City's Motorola 800 Smartnet System. It is the intent of the City to contract with a company that can perform the required maintenance services in a highly capable and expedient manner. Any company submitting a proposal shall be knowledgeable of current methods, procedures, and standards for the maintenance, servicing, testing and technical applications necessary to maintain the 800 Smartnet System.

PROCUREMENT PROCESS

One (1) signed original and nine (9) signed copies of the following proposal are to be delivered to the following address in a sealed envelope with the outside clearly marked with the name of the company, address of the company, and the words "Proposal for Maintenance Contract Motorola 800 Smartnet System-RFP NO. 98-9":

Peggy Vice
Purchasing Officer
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Proposals will be received at this address until 5:00 P.M. on October 21, 1998.

Upon opening the proposals, the Radio Maintenance Selection Committee will convene to evaluate the proposals on the basis of the criteria described in these specifications. At any point in the selection process, the proposer may be requested to submit information supplemental to the proposal. Once a recommendation is reached by the selection committee, the selection will be presented to the Mayor and City Council for approval.

In evaluating the qualifications of each firm, the review committee will review the following:

15 Points (a) **Qualifications in relation to specific project to be performed:**

Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, must be listed information on their organization.

15 Points (b) **Experience, Competence, and Capacity for Performance:**

Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of subcontractor's staff to be used and how they are to be used to supplement your staff.

15 Points (c) **Proposed Method of Doing Work:**

A proposed work plan or description of how the project would be conducted as well as other facts (concerning approach to scope you wish to present) indicating methods and schedules for accomplishing each phase of work. Include with this the amount of work presently underway.

__15__ Points (d) **Past Performance**

Previous evaluations shall be considered a significant factor. If previous evaluations with this city are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom we can contact for information.

__40__ Points (e) **Price**

SPECIAL TERMS AND CONDITIONS

Any company submitting a proposal must provide proof of the following qualifications in relationship to the Motorola 800 Smartnet System in writing. Any company not meeting or failing to submit proper proof will automatically be disqualified for consideration of the contract award. Please submit proof of qualifications in the following format:

1. All bidders shall provide proof of training by the manufacturer with appropriate certificates for the following equipment: Smartnet Trunking System (includes Central Site Controller and Repeaters), Trunking Syntor-X, Spectra and MCS2000 Mobiles, Syntor and Spectra Control stations, STX, and MTS2000 Portables, and CentraComm II.

2. Provide a list of test equipment that is on hand at bidder's facility with descriptions as to model and serial number, and function of equipment. The contractor shall have the following minimum equipment:

   a. Motorola service monitor with trunking capabilities, model 2001D or 2021D.
   b. RF milli-volt meter, model S1339A (for low level RF measurement).
   c. Personal Computer capable of handling Motorola Software
   d. Programming software for Syntor 9000E in either format depending on PC on hand. Part numbers are; RVN4009A-5 1/4" and RVN4010A for 3 ½".
   e. Interface cable, part number - 3090369B71.
   f. Radio interface box, part number - 0180353A74.
   g. Radio interface box power supply, part number - 0180357A57.
   h. Radio interface box cable, part number - 0180353A75.
   i. AC voltmeter.
   j. AC meter.
   k. Oscilloscope.
   l. Wattmeter.

3. The contractor will provide a Motorola portable (STX, or MTS2000 Model II) to be used as a spare when a unit is out of service.

4. The bidder shall supply a list of parts inventory on hand for the equipment to be serviced.

5. Contractor shall provide copies of FCC/NABOR licenses for a minimum of two technicians.

6. The bidder shall provide proof of insurance stating the amount of coverage and have minimum amount of Comprehensive and General Liability of $300,000.00 and $1,000,000.00 umbrella.

7. When needing service, it will be the Contractor's responsibility to deliver and pick-up mobile and portable radios at the designated location(s).

8. The contractor shall service all Fixed Equipment including CentraCom II, CentraCom II slave units, Central Site Controller, Repeaters, Fire Department apparatus, and Control Stations "On-Site" at the City's location.

9. Failure of the contractor to meet time deadlines specified in the contract to be executed shall subject the contractor to a penalty of 1% per day of the monthly maintenance rate and shall give the City the right to terminate the contract.

10. RESPONSE TIMES: The contractor shall provide the following response times:

Non-Emergency: Public Safety Fixed Equipment including the Central Site Controller, Repeaters, CentraCom II and CentraCom II slave unit, two hour response time, 24 hours a day, seven days a week. All other fixed equipment will be serviced on an 8 to 5 Monday through Friday basis with a four hour response time. Mobile turn-around time will be 5 days. Portable turn-around time shall be 5 days.

Emergency: (As determined by the City of Fayetteville) response immediate upon notification.

11. Preventive Maintenance Inspections: Quarterly preventative maintenance inspections will be provided for all fixed equipment. CentraComm II Equipment, Central Site controller, Repeaters and control stations. A report will be submitted to the City of Fayetteville showing this inspection was done. Included in the report should be the following. Date of Inspection, location of the equipment, description of the equipment, serial number of the equipment and condition.

12. The contractor shall do whatever it takes to repair the radio, regardless of the cost to the contractor. If a new part is no longer available from Motorola for Syntor Mobiles, Syntor control stations and STX portables then used parts can be substituted.

13. The bidder reserves the right to delete items from the price list.

RADIO MAINT.
I.D.13

Companies (perspective contractors) submitting proposals shall be required to furnish a standard fee schedule for services which shall be considered in the evaluation process administered by the City Purchasing Officer and Communications Division Supervisor. Please submit your company's fee schedule in the following format:

Quantity	Description	Monthly Service Amount: Per Unit Price	PRICE EXTENSION
1	Smartnet Central Site Controller/Repeaters(5)	$ 901.00	$ 901.00
1	CentraCom Series II (Includes any repairs for card in the unit)	$ 412.00	$ 412.00
2	CentraCom Slave Unit (Includes any repairs for cards in the units)	$ 49.95	$ 99.90
26	Syntor Control Stations	$ 18.25	$ 474.50
2	Spectra Control Stations	$ 18.25	$ 36.50
134	Mobiles - Syntor	$ 9.00	$ 1206.00
29	Mobiles - Spectra	$ 8.50	$ 246.50
10	Mobiles - MCS2000	$ 8.50	$ 85.00
100	Portables - STX	$ 9.25	$ 925.00
78	Portables - MTS2000	$ 8.50	$ 663.00
3	D31GMA2000CK RCV.	$ 5.50	$ 16.50
1	D33GYA1000BK RCV.	$ 5.50	$ 5.50
1	D24GMA1000CK RCV.	$ 5.50	$ 550
1	D24GMA1000CK RCV.	$ 5.50	$ 5.50
2	TDN7051 RF LINK	$ 10.00	$ 20.00

1	NLN8858 Multi Charger	$ 6.00	$ 6.00
2	TDN7063 Modems	$ 5.50	$ 11.00
5	HLN1024 Paging Decoder	$ 5.50	$ 27.50
1	Data Logger	$ 145.00	$ 145.00

Per Unit Total: $ 1,263.40

Total Extension: $ 5,290.90

(Pricing Schedule Continued)

<u>Description</u>

* Network Management (Programming Radios includes any programming changes needed) CEXCLUDES TOTAL SYSTEM PROGRAMMING)	$ 149.95 MONTH	$ 149.95 MONTH.
* Tower work price per foot	$ BY QUOTE	$ BY QUOTE
* Hourly rate over and above main contract pricing:		
In Shop	$ 60.00 HR.	$ 60.00 HR.
On Site	$ 65.00 HR	$ 65.00 HR.

ADMINISTRATIVE POLICIES & PROCEDURES MANUAL		SUBJECT: PURCHASING: Professional Services Selection Policy: OTHER SERVICES	
NUMBER PUR-13	REVISIONS 1	EFFECTIVE DATE: June 27, 1990	PAGE 1 of 4
SUPERSEDES January 30,1990	APPROVED BY:		

PUR-13.01 PURPOSE

The purpose of this directive is to establish a formal Competitive Selection of Professional Services Policy for all professional services other than those for legal, architectural, engineering, and land surveying and the responsibilities for its execution.

PUR-13.02 DEFINITION

A. The City and all its boards, commissions and authorities shall competitively select based on qualifications and performance evaluation criteria all professional services done for or on behalf of the City.

B. It is the policy of the City to publicly announce requirements for the competitive selection for professional services as referenced above, and to negotiate contracts for such services on the basis of demonstrated competence and qualifications for the type of professional services required provided that the services are rendered at fair and reasonable prices.

PUR-13.03 RESPONSIBILITY

C. All municipal boards, commissions, and authorities established pursuant to state statute or other legislative authority other than that provided for in A.C.A. tit. 14, ch. 47,A.C.A. sec. 14-47-101 et seq, shall be responsible for the implementation of such policies and procedures as are hereinafter delegated to the City Manager and the Board of directors.

PUR-13.04 PROCEDURES

A. The competitive selection for such services shall be conducted by a review committee which shall include one board member appointed by the Mayor to serve and represent the board, the City Manager (or representative), the Chief Financial Officer (or representative), the involved Department Heads, appropriate City personnel and may include professional, and/or individuals with expertise in the community. The review committee for each proposed contract shall establish the qualifications and evaluation criteria necessary for the specific services to be provided. This committee shall be established prior to the issuance of any RFP or RFQ so that it may review the proposed RFP or RFQ.

B. The RFP or RFQ shall outline the structure of the selection committee and shall state the point ranges which will be used to select the firm. It shall also state an expected cost range for the services.

C. The City Manager will cause to be advertised in a newspaper of general circulation a notice that the City has a need to contract for a particular professional service and shall invite all interested parties to submit, to the extent permitted by the ethical standards of that profession, a statement of their qualifications and other relevant information based on the evaluation criteria specifically developed for the proposed services to be provided.

PUR-13.05 SELECTION PROCESS

A. In evaluating the qualifications of each firm, the review committee shall include the following:

(1) Qualifications in Relation to Specific Project to be Performed: Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, must be listed with information on their organization.

(2) Experience, Competence, and Capacity for Performance: Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of subcontractor's staff to be used and how they are to be used to supplement your staff.

(3) Proposed Method of Doing Work: A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing each phase of the work. Include with this the amount of work presently underway.

(4) Past Performance: Previous evaluations (as set forth in PUR-13.08) shall be considered a

significant factor. If previous evaluations with this City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom we can contact for information.

(5) Price

B. Proposal Evaluation:

In evaluating the qualifications of each firm, the review committee shall consider the following (assigning point ranges for each element from 10% to 35%, so that the total for the five elements combined equals 100%):

(1) Qualifications in relation to specific project to be performed;
(2) Experience, competence, and capacity of performance;
(3) Proposed method of doing work;
(4) Past performance; and
(5) Price.

C. The review committee shall evaluate all submittals and may conduct interviews with up to five (5) firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services and then shall select therefrom, in order of preference, based on criteria established and published by the review committee, no less than three (3) of the firms deemed to be the most highly qualified to provide the services required. The method of selection shall be for each commettee member to rate the firms based on the points established in the RFP or RFQ so that each member selects 3 firms, rated 1,2,and 3. The firm receiving the highest number of 1st place votes shall be selected (if a tie occurs, the firm receiving the highest number of 1st and 2nd place votes shall be selected. If a tie still exists, the Committee shall hold further discussions and a re-vote shall occur.)

D. The review committee or its designee shall then negotiate a contract with the highest qualified firm for the services to be rendered, at compensation which the review committee, or its designee, determines to be fair and reasonable to the City, subject to the approval of the Board of Directors.

E. Should the review committee, or its designee, be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price determined to be fair and reasonable to the City, negotiations with that firm shall be formally terminated. The review committee, or its designee, shall then undertake negotiations with the second most qualified firm. Should the review committee, or its designee, be unable to negotiate a satisfactory contract with any of the selected firms, then the review committee shall reevaluate the services including the scope and reasonable fee requirements.

PUR-13.06 CONTRACT REVIEW/RECOMMENDATION

A. The selection committee will recommend, after negotiations and review by the City Attorney, Internal Auditor, Accounting Supervisor, and Purchasing Manager, the most advantageous contract to the Board for awarding.

PUR-13.07 CONTRACTS UNDER $10,000

A. The requirements for a review committee may be waived and the review of qualifications as hereinabove stated shall be delegated to the responsible department head for recommendation to the City Manager, who shall review and approve or disapprove all professional services contracts in an amount of ten thousand dollars ($10,000) or less.

PUR-13.08 PROFESSIONAL PROJECT EVALUATION

A. Upon completion or termination of a contract, the division head responsible for the project will submit a summary evaluation of the professional firm's handling of the project to include the following data:
(a) name of professional firm;
(b) date of contract and date of completion;
(c) cost as stated in initial contract, amount paid, and reason for any difference;
(d) special strengths exhibited by professional firm;
(e) problems or weaknesses in professional firm's handling of the project;
(f) adherence to time schedule by the professional firm; and
(g) names of key personnel working on the project and comments on their performance.

B. The summary evaluation will be submitted to the Purchasing Manager through the department director and will be filed in the Purchasing Manager's records. A copy will be sent to the professional firm. Written comments received from the professional firm regarding the evaluation will be filed in the Purchasing Manager's records.

MOTOROLA

CITY OF FAYETTEVILLE

RFP 98-9 RESPONSE

Motorola proposes a three year service agreement beginning January 1, 1999 and ending December 31, 2001. All pricing terms and conditions shall remain the same during the three year period. Included with this RFP is budgetary pricing for years 2002, and 2003 assuming similar equipment is in service at that time. Due to the age of certain system components and the uncertainty of replacement parts support in the future for several subscriber models, Motorola feels it necessary to limit our contractual obligation to a three year Service Agreement at this time. Renewal options will be extended to the City of Fayetteville for the remaining years 2002, and 2003 based on a review of equipment depot support, and subscriber parts availability at renewal time.

Included are certificates of training form our local service facility Smith's Two-Way Radio however, Motorola supports its service facilities on an ongoing basis with technical support, and advise as needed as part of every Motorola Service Agreement.

A listing of test equipment and parts inventory is included for your review as requested as part of our response.

A spare Motorola portable shall be supplied as part of this agreement to be used when radios are in for repair.

Copies of FCC/NABOR licenses are included for your review.

A copy of Motorola's insurance coverage is included for your review.

Pick up and delivery of failed equipment shall be included as part of this agreement.

Motorola agrees and shall comply with all response times and repair times as outlined by the City of Fayetteville based on parts availability however, Motorola declines the acceptance of any penalty clauses for failure to meet these response times.

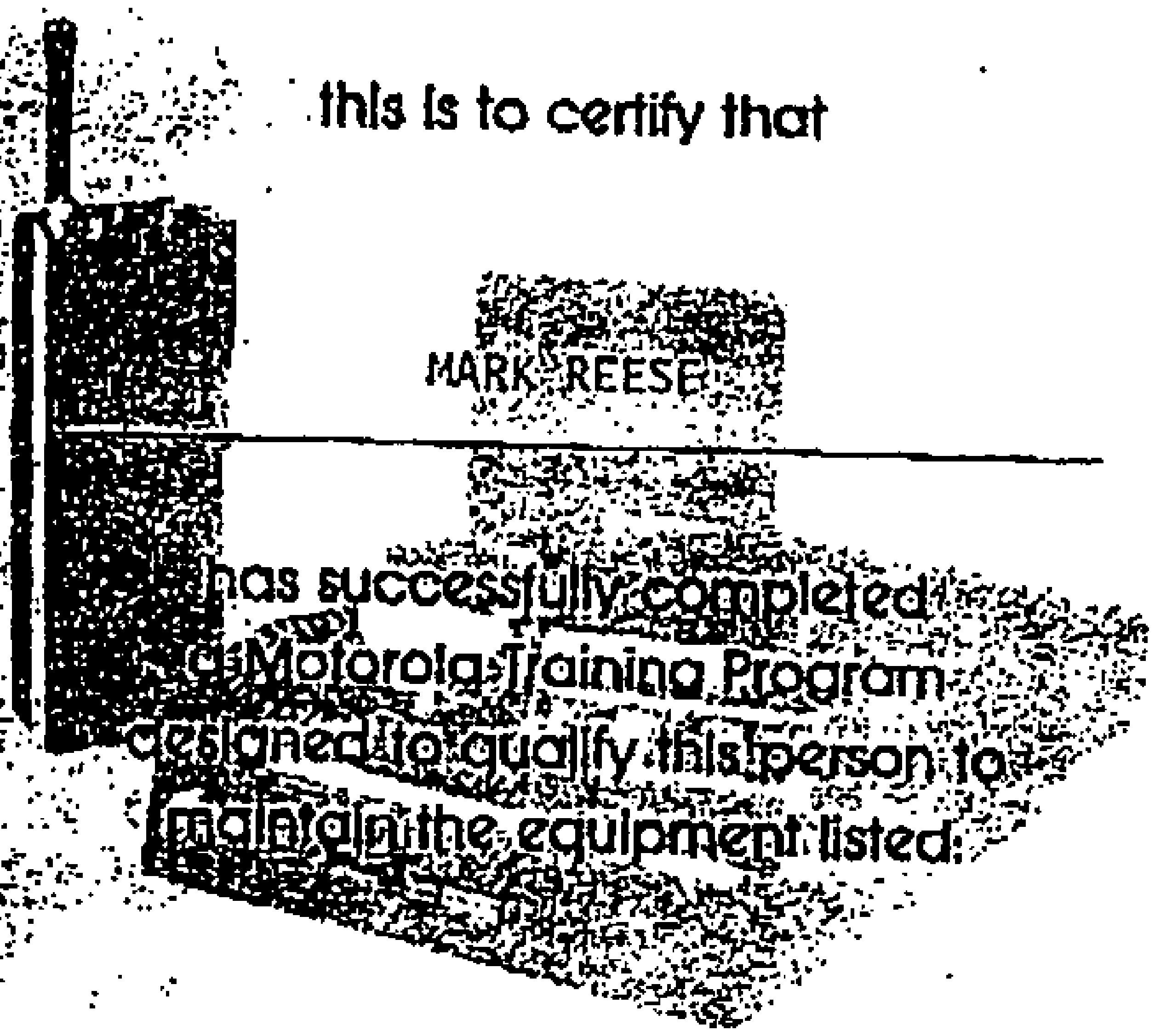
RADIO MAINT.
I.D.20

Certificate of Achievement

MOSTAR
DECEMBER 1986

TRUNKED
DECEMBER 1986

this is to certify that



MARK REESE

has successfully completed a Motorola Training Program designed to qualify this person to maintain the equipment listed.

Doug Hall
Area Manager

MOTOROLA

NST
NATIONAL SERVICE TRAINING

NATIONAL SERVICE TRAINING

Certificate of Achievement

This is to certify that

Mark A. Reese

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

TRUNKED SYNTOR X 9000

Instructed by David T. Molloy

Conducted on October 13-16, 1987

at Little Rock, Arkansas

Manager–National Service Training

NATIONAL SERVICE TRAINING

MOTOROLA

DUPLICATE

RADIO MAINT.
I.D.22

NATIONAL
SERVICE
TRAINING

Motorola National Service
Training Center

THIS CERTIFIES THAT

MARK A. REESE

HAS DEMONSTRATED PROFICIENCY IN
LEADLESS COMPONENT ATTACHED REPAIR TECHNIQUES

Manager National Service Training Center Plantation, Florida	Instructor	9-25-97 Date

MOTOROLA
Communications and Electronics Inc.

NATIONAL
MOTOROLA COMMUNICATIONS
SERVICE

Smith Two-Way Radio
520 N. College
Fayetteville AR 72774

Special Terms and Conditions

#1 We have in our shop offices the necessary certificates for the Smart Net Trunking Systems.

#2 List of Test Equipment

A. Motorola Service Monitor Model R2021d Sn. 415KPC0054
B. R.F. Volt Meter Helper Instrument RF-801 Sn3678
C. Computer 386,486 &586
D. RVN- 4009c Programming Kit
E. 30-80369b71 Interface cable
F. RLN-4008b Interface cable
G. 1-80357a57 Power Supply Box
H. 1-80353a75 Rib Cable
I. AC Volt Meter Motorola S1051B Sn E-35165
J. AC Meter Simpson 260
K. Oscilloscope- Leader Electronics Corp. Sn 2030674
L. Watt Meter Bird 43 Thruline & associated slugs

#3 We have in our shop Cables, Control Head, and Tray (Programmed) Syntor -X for Testing.

#4 Parts Inventory are in our shop for inspection at any time.(see pour parts list)

#5 FCC and Nabor/ Licenses for two technicians

#6 Proof of Insurance, see specs.

SMITH TWO-WAY
RADIO COMMUNICATION SERVICE
520 N. College - Fayetteville, Arkansas 72701
Phone 443-2222

#4 PARTS LISTS

HHN 4009A housing-Control
HLN 4750A Control Boards
HLN 4777A-1 Control Boards
HSN 4005A Speaker Kit
HCN 1031A Control Head
HLN 4833A Code Plug Board
NAF 4000B STX Antenna
TLF 1332A Trippler Stages 800MHZ
NTN 4341A STX Front Cover
NTN 4338A STX Top Cover w/ Switches
NLN 8858A STX Charger
DB 8952 Pre- amp Power Supply

All the above is specific parts, plus we have a 15 to 20 thousand dollar parts inventory of all different parts needed for Radio repairs, such as chip capacitors- resistors- I.C.s, controls, switches, batteries, antennas, transistors of all needs.

10/20/98 TUE 08:18 FAX 15014430350 Smith Two-Way Radio, Inc

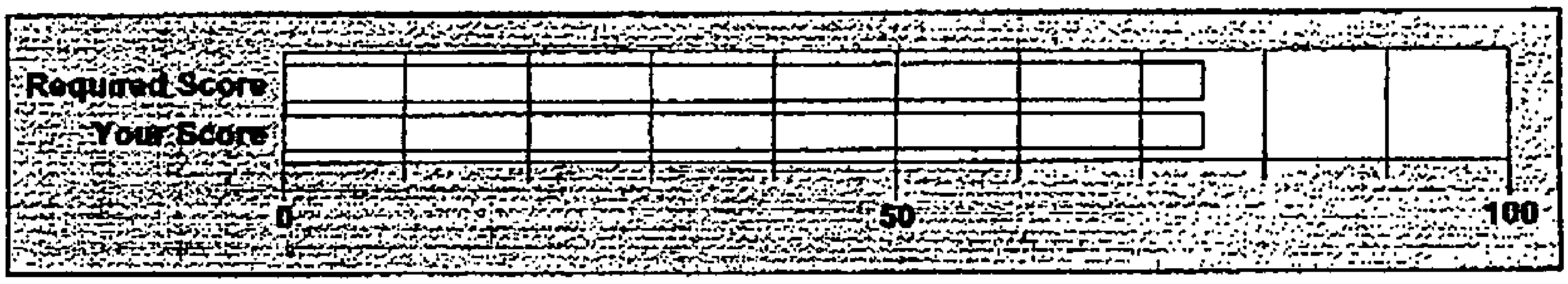
RADIO MAINT.
I.D.25

NABER

Two-Way Radio Technician Certification Examination Score Report

CANDIDATE: MARK SINCLAIR
CANDIDATE ID: 258534624
REGISTRATION NUMBER: C6ADTT3837

DATE: September 15, 1998 **SITE NUMBER:** AR9
EXAM: Two-Way Radio Technician Certification
SERIES: 001



PASSING SCORE: 75% YOUR SCORE: 75% GRADE: Pass

The report below shows your performance in each section.

Section Analysis	Number of Questions	Number Correct	Percent Correct
1. Two-way Radio Technology & Systems Technology	64	54	84%
2. Fault Analysis/Methodology & Instrumentation	41	27	65%
3. FCC Rules and Regulations	16	12	75%
4. Soldering/Hand Tool Use & Installation	29	20	68%

You will receive your certification within 18 days. It will be mailed to you by NABER.

For information on the Association of Communications Technicians (ACT), a professional organization specifically for technicians, call NABER at (800)759-0300 and ask for the Technician Certification Department.

RADIO MAINT.
I.D.26

The United States of America

Federal Communications Commission

GENERAL RADIOTELEPHONE OPERATOR LICENSE

(General Radiotelephone Certificate)

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

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

Endorsement: NONE

Licensee: MARK A. REESE

Date of Birth	Issuance Date	Place of Issuance / License Number
		DALLAS, TX.
JUNE 23, 1960	JANUARY 2, 1985	PG-10-17460

Mark A Reese
Signature of Licensee

FCC 758-I
January 198?

OCT-28-1998 09:31 -MARSH & MCLENNAN-CHICAGO

RADIO MAINT.
I.D.27

ACORD. CERTIFICATE OF INSURANCE

PRODUCER

J&H MARSH & MCLENNAN, INC.
500 WEST MONROE STREET
CHICAGO, IL 60661-3630

ATTN:MICHELLE RAWSKI/(312)627-6947

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	CONTINENTAL CASUALTY COMPANY
COMPANY LETTER B	N/A
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

INSURED

MOTOROLA & ITS DIVISIONS
& SUBSIDIARY COMPANIES
1303 EAST ALGONQUIN ROAD
SCHAUMBURG IL 60196

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR. OWNER'S & CONTRACTOR'S PROT. X BROAD FORM VENDORS COVG. X INCL. BLANKET VENDORS	GL157355081	7/01/98	7/01/99	GENERAL AGGREGATE	$ 5,000,000
					PRODUCTS-COMP/OP AGG.	$ 5,000,000
					PERSONAL & ADV. INJURY	$ 5,000,000
					EACH OCCURRENCE	$ 5,000,000
					FIRE DAMAGE (Any one fire)	$ 250,000
					MED. EXPENSE (Any one person)	$ 5,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	$
					DISEASE-POLICY LIMIT	$
					DISEASE-EACH EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)

CERTIFICATE HOLDER

CITY OF FAYETTEVILLE, AR
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701
ATTN.: PEGGY VICE
PURCHASING MANAGER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

MARTIN J. MCFADDEN

Post-it® Fax Note 7671

To Maureen Deney	Date 10/28/98 # of pages ▸ 1
Co./Dept.	From Sandra Grandison
	Co. J&H Marsh & McLennan
Phone #	Phone # (312) 627-6182
Fax # 619-53? ?0/?3	Fax # (312) 627-6049

TOTAL P.01

RADIO MAINT.
I.D.28

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY) 10/19/98

PRODUCER

THE McKinney Agency
2420 S School PO Box 1069
Fayetteville AR 72702-1069

Richard P McKinney, CIC
501-442-7369

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A Audubon Ins Group

COMPANY B A I Express

COMPANY C

COMPANY D

INSURED

Smith Two-Way, Inc
Mike Smith
520 N College Av
Fayetteville AR 72701

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$ 1,000,000.
A	[X] COMMERCIAL GENERAL LIABILITY	CD0953399	04/15/98	04/15/99	PRODUCTS - COMP/OP AGG	$ 1,000,000.
	[ ] CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$ 1,000,000.
	[ ] OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 1,000,000.
					FIRE DAMAGE (Any one fire)	$ 50,000.
					MED EXP (Any one person)	$ 5,000.
	AUTOMOBILE LIABILITY					
A	[X] ANY AUTO	ACV752275	04/15/98	04/15/99	COMBINED SINGLE LIMIT	$ 500,000.
	[ ] ALL OWNED AUTOS					
	[ ] SCHEDULED AUTOS				BODILY INJURY (Per person)	$
	[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
	[ ] NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	[ ] ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$ 1,000,000.
A	[X] UMBRELLA FORM	UL991836	04/15/98	04/15/99	AGGREGATE	$ 1,000,000.
	[ ] OTHER THAN UMBRELLA FORM					$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	$ 500,000
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [X] INCL [ ] EXCL	WC6030868	04/15/98	04/15/99	DISEASE - POLICY LIMIT	$ 500,000
					DISEASE - EACH EMPLOYEE	$ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

1990 CHEVY ASTRO -8567 1994 CHEV S10 -5014 TWO WAY RADIO SALES/SERVICE
1992 FORD F150 -2380 1998 GMC YUKON -5894
1993 FORD AEROSTAR -9822

CERTIFICATE HOLDER

MOTOR-2

Motorola, Inc
Insurance Department
2400 Veterans Blvd Suite 145
Kenner LA 70062

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Richard P McKinney, CIC Richard P. McKinney

RADIO MAINT.
I.D.29

SERVICE AGREEMENT

'OROLA 1-800-247-2346
municatlons and Electronics, Inc.
' East Algonquin, Road
umburg, Il. 60196

Date: 10/28/98

CUSTOMER/AGREEMENT ORDER # O6190137 80447

CRC USE ONLY
QRS SEQ#
FINANCIAL APPROVAL
LOG CREDIT ISSUED
PROCESSOR'S INIT

TOMER NAME: CITY of FAYETTEVILLE, AR.

N KATHY STOCKER

.ING ADDRESS: 113 WEST MOUNTAIN STREET

CITY: FAYETTEVILLE STATE: AR. ZIP: 72701

CUSTOMER # 1011442 374

BILL TO TAG # ______ EQUIP AT TAG # ______

DIVISION: WD (Western Division) PAGE _1_ OF _1_

CUSTOMER CONTACT: KATHY STOCKER

CUSTOMER PHONE # 501-587-3561

CUSTOMER FAX # 501-575-8257

CONTRACT START DATE: 1/1/99 AUTO RENEWAL: [ ] YES [X] NO EXPIRATION DATE: 12/31/01

QTY	MODEL NUMBER/SERIAL NUMBER/DESCRIPTION	PLACE OF SERVICE: CUSTOMER LOCATION	SVC CTR DRIVE-IN	SERVICER	MONTHLY SVC AMOUNT: PER UNIT	EXTENDED
1	CENTRAL CONTROLLER	X		SMITH	125.00	125.00
1	CENTRAL CONTROLLER	X		MSSC	100.00	100.00
5	REPEATERS	X		SMITH	135.00	675.00
1	B1627C CENTRAL ELECTRONICS BANK	X		MSSC	237.00	237.00
1	B1440C CENTRACOM II CONSOLE	X		SMITH	175.00	175.00
2	CENTRACOM II SLAVES	X		SMITH	49.95	99.90
28	L35VLB CONTROL STATIONS	X		SMITH	18.25	511.00
134	SYSTOR MOBILES	X		SMITH	9.00	1206.00
29	SPECTRA MOBILES	X		SMITH	8.50	246.50
10	MCS2000 MOBILES	X		SMITH	8.50	85.00
100	STX PORTABLES	X		SMITH	9.25	925.00
78	MTS200 PORTABLES	X		SMITH	8.50	663.00
3	D31GMA2000CK RECEIVERS	X		SMITH	5.50	16.50
1	D33GYA1000BK RECEIVER	X		SMITH	5.50	5.50
2	D24GMA1000CK RECEIVERS	X		SMITH	5.50	11.00
2	TDN7051 R.F. LINK	X		SMITH	10.00	20.00
1	NLN8858 MULTI CHARGER	X		SMITH	6.00	6.00
2	TDN7063 MODEMS	X		SMITH	5.50	11.00
5	HLN1024 PAGING DECODER	X		SMITH	5.50	27.50
1	DATA LOGGER	X		SMITH	145.00	145.00
1	NETWORK MANAGEMENT			SMITH	149.95	149.95
					TOTAL PER MONTH	$5,440.85
				~~7.50%~~	TAXES 301.64	~~$408.00~~
					TOTAL	~~$5,848.91~~ 5742.49

THE ABOVE SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.

PAYMENT CYCLE:
[X] ANNUALLY
[ ] SEMI-ANNUALLY
[ ] QUARTERLY
[ ] MONTHLY (AFT)
[ ] OTHER (SPECIFY IN SPECIAL INSTRUCTIONS)

TAX EXEMPT:
[ ] YES, ATTACH EXEMPT CERTIFICATE
[X] NO

SPECIAL INSTRUCTIONS: 4904700525

INCLUDES THE FOLLOWING:

1. INCLUDES MOTOROLA PREMIER TECHNICAL SUPPORT.
2. PRIORITY SERVICE.
3. TWENTY-FOUR HOUR SERVICE, SEVEN DAYS PER WEEK ON FIXED EQUIPMENT. WITH TWO HOUR RESPONSE TO OUTAGES PER BID SPECIFICATIONS.
4. FIXED EQUIPMENT EMERGENCIES SHALL HAVE AN IMEDIATE RESPONSE.
5. PREVENTIVE MAINTENANCE CHECKS QUARTERLY ON FIXED EQUIPMENT.
6. INCLUDES MOTOROLA ENGINEERING AND FIELD TECHNICAL SUPPORT.
7. PICK UP AND DELIVERY OF FAILED EQUIPMENT.
8. INCLUDES LOANER PORTABLE TO BE USED A SPARE FOR FAILED EQUIPMENT.
9 SUBSCRIBER REPAIRS TO BE COMPLETED WITHIN FIVE WORKING DAYS.

THREE YEAR AGREEMENT

SPLIT SUBCONTRACT: (YES)
SERVICE CENTER: SMITH TWO-WAY SCR#:
CITY: FAYETTEVILLE STATE: ARKANSAS
SERVICE CENTER: MOTOROLA SYSTEM SUPPORT CENTER SCHAUMBURG, IL.
MOTOROLA SSC BOARD EXCHANGE DEPOT SCHAUMBERG, Il

[ ] NEW AGREEMENT [X] SUPERSEDE AGREEMENT NUMBER (S): 4505700102134

Additional terms, definitions and conditions of this SERVICE AGREEMENT are printed on the reverse side.

X

AUTHORIZED CUSTOMER SIGNATURE/P.O.# TITLE DATE DATE

IS P.O. REQUIRED? [ ] YES [ ] NO. IS P.O. ATTACHED? [ ] YES [ ] NO

Harold Johnson 800-299-5962 EXT: 112

MOTOROLA SALES/SERVICE REPRESENTATIVE (SIGNATURE) TELEPHONE #

HAROLD JOHNSON 800-759-8888 pin: 1080827

MOTOROLA SALES/SERVICE REPRESENTATIVE (PRINT NAME) PAGER #

MOTOROLA COPY

Motorola Service Agreement Terms and Conditions

THIS SERVICE AGREEMENT is entered into by and between Motorola, Inc. ("Motorola") and the City of Fayetteville, Arkansas ("Customer").

SECTION 1 DEFINITIONS. "Service Agreement" means this Service Agreement and its Attachments; "Equipment" means, collectively and in part, the communication equipment that is specified in the Attachments or that is subsequently added to this Service Agreement.

SECTION 2 ACCEPTANCE The terms and conditions set forth in this Service Agreement and in Attachments will become the Service Agreement only when acknowledged and accepted in writing by Motorola's Schaumburg, Illinois Service Department.

SECTION 3 SERVICE DEFINED A. Motorola agrees to provide services for the Equipment as specified in the Attachments and in accordance with the following standards: (i) Motorola parts or parts of equal quality that are new or are warranted as "like new" will be used; (ii) the Equipment will be Serviced at levels set forth in Motorola's product manuals; and (iii) routine service procedures that are prescribed from time to time by Motorola for its products will be followed. B. All communication equipment purchased by Customer from Motorola ("Additional Equipment") that is part of the same communications system or of similar type as the Equipment covered under this Service Agreement will be automatically added to this Service Agreement and will be billed at the applicable rates after the warranty period has expired. Motorola may also provide additional services ("Above-Contract Services") at Customer's request that will be billed at Motorola's then applicable service rates. C. All Equipment must be in working order on the Start Date of the Service Agreement or at the time the Equipment is added to the Service Agreement. Customer must provide a complete serial number and model number list either prior to the Start Date or prior to the time that the Equipment is added to the Service Agreement and must indicate in the Attachments any Equipment that is labeled intrinsically safe for use in hazardous environments. D. Customer must immediately notify Motorola in writing when any Equipment is lost, damaged, or stolen. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice. E. If Equipment cannot, in Motorola's opinion, be properly or economically serviced for any reason including excessive wear, unavailability of parts, the state of technology, or the practical feasibility of the scope of Services as specified in the Attachments or Motorola Statement of Work, Motorola may: (1) modify the scope of Services related to such Equipment; (2) remove such Equipment from Service Agreement; or (3) increase the price to Service such Equipment. F. Customer must notify Motorola or Motorola's Subcontractor immediately of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of service purchased as indicated in the Attachments.

SECTION 4 EXCLUDED SERVICES A. Service does not include the repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse from causes such as lightning, power surges, or liquids. B. Unless specifically included in the Attachments, Service does not include repair or maintenance of any transmission line, antenna, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligation or responsibility for any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium. C. Unless specifically included in the Attachments, Service of Equipment does not include items that are consumed in the course of normal operation of the Equipment, such as, but not limited to, batteries, magnetic tapes, and computer supplies. D. Service does not include reprogramming of Equipment; accessories, belt clips, or battery chargers; custom or Special Products; modified units; or software. E. Service does not include certification programs, software support, reprogramming, or modifications to Equipment related to assuring the correct processing, providing, or receiving of date data from, into, or between the year 1999 and the year 2000.

SECTION 5 RIGHT TO SUBCONTRACT/ASSIGNMENT Motorola may assign its rights and obligations under this Service Agreement and may subcontract any portion of

Motorola's performance called for by this Service Agreement upon sixty (60) days written notice to the Customer.

SECTION 6 TIME AND PLACE OF SERVICE Service will be provided at the location specified in the Attachments. When Motorola performs service at the Equipment's location, Customer agrees to provide Motorola, at no charge, a non-hazardous environment for work with shelter, heat, light, and power and with full and free access to the Equipment. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing that enable Motorola to perform its obligations under this Service Agreement. Unless otherwise specified in the Attachments, the hours of Service will be hours of 8:30 a.m. to 4:30 p.m., excluding weekends and holidays.

SECTION 7 PAYMENT Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice within thirty (30) days of the invoice date to the Motorola office designated by Motorola. Customer agrees to reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments (except income, profit, and franchise taxes of Motorola) now or hereafter imposed on this Service Agreement by any governmental entity. Motorola does not by this Agreement make any price guarantees except as stated in the Order Form.

SECTION 8 WARRANTY Motorola warrants that its Services under this Service Agreement will be free of defects in materials and workmanship for a period of ninety (90) days beyond the expiration or termination of this Agreement. Customer's sole remedies are to require Motorola to re-perform the affected Service or to refund, on a pro-rata basis, the Service fee paid for the affected Service. MOTOROLA DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION 9 CERTIFICATION DISCLAIMER Unless signed by a Motorola authorized signatory, Motorola specifically disclaims all certifications regarding the manner in which Motorola conducts its business or performs its obligations under this Service Agreement.

SECTION 10 DEFAULT/TERMINATION A. Customer agrees to provide Motorola written notice of any default of this Service Agreement to state the nature of the default. Noncompliance with regulatory laws or disadvantaged business entity requirements may not be cause for default. If Motorola does not cure the default within sixty (60) days, Customer may terminate that portion of the Service Agreement that is in default by giving Motorola thirty (30) days prior written notice. B. Any dispute will be resolved by mutual agreement. C. Neither party is liable for delays or lack of performance resulting from any causes such as strikes, material shortages, or acts of God that are beyond that party's reasonable control.

SECTION 11 LIMITATION OF LIABILITY Notwithstanding any other provision, Motorola's total liability for losses, whether for breach of contract, negligence, indemnity, warranty, or strict liability in tort, is limited to the price of twelve months of Services sold. IN NO EVENT WILL MOTOROLA BE LIABLE FOR LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LIQUIDATED DAMAGES, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

SECTION 12 EXCLUSIVE TERMS AND CONDITIONS A. Customer acknowledges that the Service Agreement supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. The Service Agreement or Attachments may not be altered, amended, or modified except by a written agreement signed by both parties. B. Customer agrees to reference this Service Agreement on all purchase orders issued pursuant to this Service Agreement. Neither party will be bound by any terms contained in Customer's purchase order or elsewhere (even if it is attached to the Service Agreement). In the event of a conflict between the main body of this Service Agreement and any Addenda or Attachments, the main body of this Service Agreement will take precedence, unless the Addendum or Attachment specifically states otherwise.

SECTION 13 FCC LICENSES AND OTHER AUTHORIZATIONS Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission ("FCC ") or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

SECTION 14 OWNERSHIP OF INTELLECTUAL PROPERTY A. This Service Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the products sold or Services performed under this Service Agreement. B. Motorola reserves the right to limit access to its confidential and proprietary information including cost and pricing data.

SECTION 15 GENERAL TERMS A. If any court renders any portion of this Service Agreement unenforceable, the remaining terms will continue in full force and effect. B. THIS SERVICE AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES WILL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. C. Failure to exercise any right will not operate as a waiver of that right, power, or privilege. D. Except for money due upon an open account, no action may be brought for any breach of this Service Agreement more than one (1) year after the accrual of such cause of action. E. The Service Agreement will begin on the Start Date specified in the Attachments. This Service Agreement will renew, for an additional one year term, on every anniversary of the Start Date unless either party notifies the other of its intention to discontinue the Agreement within thirty days of that anniversary date. F. If Motorola provides Service after the termination or expiration of this Agreement, the terms and conditions and any prices in effect at the time of the termination or expiration will apply to that Service.

SECTION 16 INSURANCE Motorola maintains General Liability and Automobile Liability insurance coverage in the following amounts: general aggregate, $5,000,000; products and completed operations aggregate, $5,000,000; workers' compensation and employers' liability, $1,000,000 per accident; and automobile liability, $1,000,000 per accident. Upon written request, Motorola will provide to Customer a certificate of insurance.

Revision Date 3/98

SELLER:	CITY OF FAYETTEVILLE, ARKANSAS
MOTOROLA, INC.	
By: *[signature]*	By:__________
Name: PAT SOLLEDER	Name:__________
Title: AREA MARKET MANAGER	Title:__________
Date: OCTOBER 27, 1998	Date:__________

REVIEWED AND APPROVED AS TO FORM
Monyeen C Drury 10/27/98
MONYEEN C. DRURY DATE
MOTOROLA
CONTRACTS AND COMPLIANCE DEPT.

RADIO MAINT.
I.D.33

MOTOROLA 1-800-247-2346
Communications and Electronics, Inc.
1307 East Algonquin, Road
Shaumburg, Il. 60196

SERVICE AGREEMENT
(BUDGETARY QUOTATION)

Date: 10/28/98

CUSTOMER/AGREEMENT ORDER # O6190137 80447

CRC USE ONLY
QRS SEQ#
FINANCIAL APPROVAL
LOG CREDIT ISSUED
PROCESSOR'S INIT

CUSTOMER NAME: CITY of FAYETTEVILLE, AR.

ATTN KATHY STOCKER

BILLING ADDRESS: 113 WEST MOUNTAIN STREET

CITY: FAYETTEVILLE STATE: AR. ZIP: 72701

CUSTOMER # 1011442 374
BILL TO TAG # ______ EQUIP AT TAG # ______

DIVISION: WD (Western Division) PAGE _1_ OF _1_
CUSTOMER CONTACT: KATHY STOCKER
CUSTOMER PHONE # 501-587-3561
CUSTOMER FAX # 501-575-8257

CONTRACT START DATE: 1/1/02
AUTO RENEWAL: [ ] YES [X] NO
EXPIRATION DATE: 12/31/02

QTY	MODEL NUMBER/SERIAL NUMBER/DESCRIPTION	PLACE OF SERVICE: CUSTOMER LOCATION	PLACE OF SERVICE: SVC CTR	SERVICER	MONTHLY SVC AMOUNT: PER UNIT	MONTHLY SVC AMOUNT: EXTENDED
1	CENTRAL CONTROLLER	X		SMITH	125.00	125.00
1	CENTRAL CONTROLLER	X		MSSC	100.00	100.00
5	REPEATERS	X		SMITH	135.00	675.00
1	B1627C CENTRAL ELECTRONICS BANK	X		MSSC	250.00	250.00
1	B1440C CENTRACOM II CONSOLE	X		SMITH	175.00	175.00
2	CENTRACOM II SLAVES	X		SMITH	49.95	99.90
28	L35VLB CONTROL STATIONS	X		SMITH	18.25	511.00
134	SYSTOR MOBILES	X		SMITH	9.50	1273.00
29	SPECTRA MOBILES	X		SMITH	8.75	253.75
10	MCS2000 MOBILES	X		SMITH	8.75	87.50
100	STX PORTABLES	X		SMITH	10.50	1050.00
78	MTS200 PORTABLES	X		SMITH	8.75	682.50
3	D31GMA2000CK RECEIVERS	X		SMITH	5.50	16.50
1	D33GYA1000BK RECEIVER	X		SMITH	5.50	5.50
2	D24GMA1000CK RECEIVERS	X		SMITH	5.50	11.00
2	TDN7051 R.F. LINK	X		SMITH	10.00	20.00
1	NLN8858 MULTI CHARGER	X		SMITH	6.00	6.00
2	TDN7063 MODEMS	X		SMITH	6.00	12.00
5	HLN1024 PAGING DECODER	X		SMITH	5.50	27.50
1	DATA LOGGER	X		SMITH	150.00	150.00
1	NETWORK MANAGEMENT			SMITH	169.95	169.95

	TOTAL PER MONTH	$5,701.10
~~7.50%~~	TAXES 313.67	~~$427.58~~
	TOTAL	~~$6,128.68~~ 6014.78

THE ABOVE SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.

PAYMENT CYCLE:
[X] ANNUALLY
[ ] SEMI-ANNUALLY
[ ] QUARTERLY
[ ] MONTHLY (AFT)
[ ] OTHER (SPECIFY IN SPECIAL INSTRUCTIONS)

TAX EXEMPT:
[ ] YES, ATTACH EXEMPT CERTIFICATE
[X] NO

SPECIAL INSTRUCTIONS: 4504700525

INCLUDES THE FOLLOWING:

1. INCLUDES MOTOROLA PREMIER TECHNICAL SUPPORT.
2. PRIORITY SERVICE.
3. TWENTY-FOUR HOUR SERVICE, SEVEN DAYS PER WEEK ON FIXED EQUIPMENT. WITH TWO HOUR RESPONSE TO OUTAGES PER BID SPECIFICATIONS.
4. FIXED EQUIPMENT EMERGENCIES SHALL HAVE AN IMEDIATE RESPONSE.
5. PREVENTIVE MAINTENANCE CHECKS QUARTERLY ON FIXED EQUIPMENT.
6. INCLUDES MOTOROLA ENGINEERING AND FIELD TECHNICAL SUPPORT.
7. PICK UP AND DELIVERY OF FAILED EQUIPMENT.
8. INCLUDES LOANER PORTABLE TO BE USED A SPARE FOR FAILED EQUIPMENT.
9 SUBSCRIBER REPAIRS TO BE COMPLETED WITHIN FIVE WORKING DAYS.

THREE YEAR AGREEMENT

SPLIT SUBCONTRACT: [YES]
SERVICE CENTER: SMITH TWO-WAY SCR#:
CITY: FAYETTEVILLE STATE: ARKANSAS
SERVICE CENTER: MOTOROLA SYSTEM SUPPORT CENTER SCHAUMBURG, IL.
MOTOROLA SSC BOARD EXCHANGE DEPOT SCHAUMBERG, IL

[ ] NEW AGREEMENT [X] SUPERSEDE AGREEMENT NUMBER (S): 4505700102134

Additional terms, definitions and conditions of this SERVICE AGREEMENT are printed on the reverse side.

AUTHORIZED CUSTOMER SIGNATURE/P.O.# TITLE DATE DATE
IS P.O. REQUIRED? [ ] YES, [ ] NO. IS P.O. ATTACHED? [ ] YES [ ] NO

800-299-5962 EXT: 112
MOTOROLA SALES/SERVICE REPRESENTATIVE (SIGNATURE) TELEPHONE #

HAROLD JOHNSON 800-759-8888 pin: 1080827
MOTOROLA SALES/SERVICE REPRESENTATIVE (PRINT NAME) PAGER #

MOTOROLA COPY

RADIO MAINT.
I.D.34

MOTOROLA 1-800-247-2346
Communications and Electronics, Inc.
1307 East Algonquin, Road
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SERVICE AGREEMENT
(BUDGETARY QUOTATION)

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CUSTOMER/AGREEMENT ORDER # O6190137 80447

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CUSTOMER NAME: CITY of FAYETTEVILLE, AR.

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DIVISION: WD (Western Division) PAGE _1_ OF _1_
CUSTOMER CONTACT: KATHY STOCKER
CUSTOMER PHONE # 501-587-3561
CUSTOMER FAX # 501-575-8257

CONTRACT START DATE: 1/1/03
AUTO RENEWAL: [ ] YES [X] NO
EXPIRATION DATE: 12/31/03

QTY	MODEL NUMBER/SERIAL NUMBER/DESCRIPTION	PLACE OF SERVICE: CUSTOMER LOCATION	SVC CTR DRIVE-IN	SERVICER	MONTHLY SVC AMOUNT: PER UNIT	EXTENDED
1	CENTRAL CONTROLLER	X		SMITH	130.00	130.00
1	CENTRAL CONTROLLER	X		MSSC	105.00	105.00
5	REPEATERS	X		SMITH	140.00	700.00
1	B1627C CENTRAL ELECTRONICS BANK	X		MSSC	255.00	255.00
1	B1440C CENTRACOM II CONSOLE	X		SMITH	180.00	180.00
2	CENTRACOM II SLAVES	X		SMITH	55.00	110.00
28	L35VLB CONTROL STATIONS	X		SMITH	22.00	616.00
134	SYSTOR MOBILES	X		SMITH	9.75	1306.50
29	SPECTRA MOBILES	X		SMITH	9.00	261.00
10	MCS2000 MOBILES	X		SMITH	9.00	90.00
100	STX PORTABLES	X		SMITH	11.00	1100.00
78	MTS200 PORTABLES	X		SMITH	9.00	702.00
3	D31GMA2000CK RECEIVERS	X		SMITH	5.75	17.25
1	D33GYA1000BK RECEIVER	X		SMITH	5.75	5.75
2	D24GMA1000CK RECEIVERS	X		SMITH	5.75	11.50
2	TDN7051 R.F. LINK	X		SMITH	11.00	22.00
1	NLN8858 MULTI CHARGER	X		SMITH	6.25	6.25
2	TDN7063 MODEMS	X		SMITH	6.50	13.00
5	HLN1024 PAGING DECODER	X		SMITH	6.75	33.75
1	DATA LOGGER	X		SMITH	160.00	160.00
1	NETWORK MANAGEMENT			SMITH	198.95	198.95
					TOTAL PER MONTH	$6,023.95
				~~7.50%~~	TAXES 328.61	~~$451.80~~
					TOTAL	~~$6,475.75~~ 6352.56

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YMENT CYCLE:
[ ] ANNUALLY
| SEMI-ANNUALLY
| QUARTERLY
| MONTHLY (AFT)
OTHER (SPECIFY IN SPECIAL INSTRUCTIONS)

TAX EXEMPT:
[ ] YES, ATTACH EXEMPT CERTIFICATE
[X] NO

SPECIAL INSTRUCTIONS: 4504700525

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CITY: FAYETTEVILLE STATE: ARKANSAS
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[ ] NEW AGREEMENT [X] SUPERSEDE AGREEMENT NUMBER (S): 4505700102134

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AUTHORIZED CUSTOMER SIGNATURE/P.O.# TITLE DATE DATE
IS P.O. REQUIRED? [ ] YES, [ ] NO. IS P.O. ATTACHED? [ ] YES [ ] NO

MOTOROLA SALES/SERVICE REPRESENTATIVE (SIGNATURE) TELEPHONE # 800-299-5962 EXT: 112

HAROLD JOHNSON
MOTOROLA SALES/SERVICE REPRESENTATIVE (PRINT NAME) PAGER # 800-759-8888 pin: 1080827

MOTOROLA COPY

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of December ~~16~~ 01, 1998

FROM:

Lib Horn	Animal Services	Admin Services
Name	Division	Department

ACTION REQUIRED: Adoption of a resolution approving a cost share agreement with the Humane Society of the Ozarks to implement a Low/Income Spay/Neuter Program.

COST TO CITY:

$31,000- Revenue(1999)
$31,000- Cost(1999)

Cost of this Request	Category/Project Budget	Category/Project Name
$31,000- Cost(1999)	$92,696	Services & Charges
Account Number	Funds Used To Date	Program Name
	$ -0-	Animal Shelter
Project Number	Remaining Balance	Fund
	$92,696	General Fund

BUDGET REVIEW: XX Budgeted Item 1999 Proposed Budget ____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Accounting Manager Date

Internal Auditor Date 11-20-98

City Attorney Date 11-20-98

ADA Coordinator Date

Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommends adoption of resolution and approval of contract.

Division Head Date 11/20/98

Cross Reference

Department Director Date

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

Administrative Services Director Date

Prev Ord/Res #: ____

Mayor Date

Orig Contract Date: ____

C:\APP\98BUD\98NOTES\HSO_SPAY.AGA

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and City Council

THRU: Kevin Crosson, Admin. Services Director

FROM: Lib Horn, Animal Services Supt. LH

DATE: November 20, 1998

SUBJECT: Low Income Spay/Neuter Program

The Animal Services Division requests your acceptance of a contract between the Humane Society of the Ozarks and the City of Fayetteville for the establishment of a Low Income Spay/Neuter Program. The establishment of this clinic will result in a significant reduction in the number of unwanted animals.

This clinic will reduce the number of euthanasia performed at the shelter. The desirable humanitarian result also has a very positive financial benefit in that euthanasia and disposal of the bodies is expensive in terms of materials, utilities, personnel time, equipment and great psychological strain upon the shelter personnel required to participate in this duty.

In addition, by reducing the number of unwanted animals, the adoption percentage will increase. The number of surrendered,stray and abandoned animals would be reduced which would allow a longer shelter stay for each animal, this would in turn increase the possibility of adoption.

The clinic will provide a humanitarian service to both the animals and the public. It will be major step toward providing that all animals born are animals that are wanted.

AGREEMENT FOR LOW INCOME SPAY/NEUTER PROGRAM COST SHARE

This AGREEMENT executed this ______ day of __________, 1998, between the City of Fayetteville, Arkansas, hereinafter called the "City" and Humane Society of the Ozarks, whose address is 103 North College, Suite #4, Fayetteville, AR 72703, hereinafter called "HSO", witnesseth:

Whereas; the City has constructed an animal clinic to perform required cat and dog spay/neuter procedures for all cats and dogs adopted from the City of Fayetteville Animal Shelter; and,

Whereas; the City has capacity to perform additional cat and dog spay/neuter procedures; and,

Whereas; the HSO desires to implement a low income spay/neuter program.

Now, Therefore, IN CONSIDERATION OF THE FOLLOWING COVENANTS and other considerations contained herein, the parties agree:

1) the HSO shall provide funding for the low income spay/neuter program. The initial year's funding is established at $31,000. (See attachment A) Funding requirements for future years shall be based on the most recent, completed prior year's actual expenses reduced by the fees collected during the prior year from the HSO Low Income Spay/Neuter Program Participant.

2) the HSO shall deposit funds with the City at the beginning of each calendar quarter, for that calendar quarter, to fully fund the additional veterinary services and associated surgical supplies.

3) the HSO shall certify individual eligibility for participation in the low income spay/neuter program.

4) the City agrees to provide animal clinic space and the necessary building operating expenses.

5) the City agrees to collect and escrow the fees assessed by the HSO from the low income spay/neuter program participant. The collected fees shall be utilized to offset HSO future cost of the Low Income Spay/Neuter Program.

6) the City agrees to offer and perform the following additional services to the low income spay/neuter program participant after the appropriate fees have been paid to the City by the low income spay/neuter program participant:

Occult heart worm test for dogs
Leukemia test for cats
Feline Leukemia vaccination for cats

7) the City agrees to offer and perform spay/neuter procedures inconjunction with the HSO Melissa Henderson Spay/Neuter Program.

8) the City shall have the right to terminate this Agreement upon ninety days written notice to the HSO, and HSO shall have the right to terminate this Agreement upon ninety days written notice to the City.

9) Nothing in this agreement shall be construed to give any rights or benefits to anyone other than HSO and City.

IN WITNESS WHEREOF, City and HSO have executed this agreement, the effective date of which shall be ________________.

CITY OF FAYETTEVILLE

By:______________________
Fred Hanna, Mayor

ATTEST:

By:______________________
Heather Woodruff, City Clerk

Humane Society of the Ozarks

By: [illegible]
Title: President of the Board of Directors

ATTEST:

By: Kathy Short
Humane Society of the Ozarks - Secretary
Secretary - Board of Directors

Attachment A

City of Fayetteville, Arkansas
Estimated Cost to Operate - Humane Society of the Ozarks Low Income Program for the Initial Year

		Projected HSO Portion of Total Cost
1 Surgical Supplies (more than 1 year life)		
Spay Packs (Need 3 each @ $500 each)		1,500
2 Annual Operating Expense		
Veterinary Services		25,000
Drape Sheets	12 Boxes	400
Surgical Drapes	12 Boxes	250
Surgical Sponges 3X3"	25 Boxes	50
Surgical Sponges 4X4"	45 Boxes	50
3CC Syringes	12 Boxes	100
6CC Syringes	12 Boxes	100
12CC Syringes	6 Boxes	100
22X1" Needles	12 Boxes	100
20X1" Needles	12 Boxes	100
Surgical Masks	6 Boxes	100
Shoe Covers	2 Cases	200
Surgical Gowns	3 Cases	300
Surgical Caps	3 Boxes	50
Surgical Gloves	12 Boxes	200
Anesthetic Gloves		700
Oxygen		400
Injectable Anesthesia		250
2.0 Plain Gut		250
0.0 Gut		250
Braunamid Suture		300
Surgical Scrub, Alcohol, Hydrogen Peroxide, Betadine		250
Subtotal - Annual Operating		29,500
Estimated Cost to Operate - Humane Society of the Ozarks Low Income Program for the Initial Year		31,000

EMINENT DOMAIN
III.A.1

STAFF REVIEW FORM

_X_ AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of December 1, 1998

FROM:

Jill Goddard	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED: Passage of ~~a resolution~~ an ordinance authorizing the City Attorney to seek possession of certain land located at the southeast corner of Old Missouri Road and Zion Road in the City of Fayetteville, Arkansas, by the Power of Eminent Domain, in association with the required right of way and easements for the Old Missouri/Zion Road Intersection Improvements. Such property is owned by Jill R. Jacoway (Tract #4.)

COST TO CITY:

$ 3,760	$ 392,649	Old Missouri/Zion Road Intersection
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5809-00	$ 52,684	Sales Tax Capital
Account Number	Funds Used To Date	Program Name
97027-0030	$ 339,965	Sales Tax CIP
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 J. Cramer	11-12-98	Yolanda Fields	11-12-98
Accounting Manager	Date	Internal Auditor	Date
[signature]	11-13-98		
City Attorney	Date	ADA Coordinator	Date
[signature]	11-13-98		
Purchasing Officer	Date		

STAFF RECOMMENDATION: Have been unable to reach agreement with property owner for reasons as explained in the following memorandum. Staff recommends condemnation approval, along with an emergency clause, on this parcel such that contractor will not be delayed in initiating this project.

Jim Beavers	Nov 12 '98	
Division Head	Date	Cross Reference
		New Item: Yes _X_ No ___
Department Director	Date	
[signature]	13NOV98	Prev Ord/Res #: ______
Administrative Services Director	Date	
Fred Hanna	11/13/98	Orig Contract Date: ______
Mayor	Date	

TEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: November 9, 1998

TO: Charles Venable, Public Works Director

THRU: Donald Bunn, Assistant Public Works Director
Jim Beavers, City Engineer JB

FROM: Jill Goddard, Land Agent JG

RE: Old Missouri/Zion Road Intersection
Project No. 97027
Condemnation

As the signing of a contract for implementation of this project draws near, Jill Jacoway is the only property owner who has not signed our proposed documents. Accordingly, it is necessary that the City initiate condemnation proceedings as soon as possible in order to obtain court possession of this land so as not to interfere with the construction schedule.

This project is associated with the planned intersection improvements of Old Missouri Road and Zion Road. This particular property is located at the southeast corner of the intersection of these two roads. Land is needed both for right of way and for water line relocation.

Initially, on June 8, 1998, Ms. Jacoway was offered $3,150.00 for 6,433 square feet of right of way (based on appraisal amount of $22,550 per acre), $150.00 for 5,712 square feet of roadway temporary easement area, $445.00 for 5,712 square feet of Permanent Water/Sewer Easement area, and $105.00 for 4,057 square feet of Temporary Water/Sewer Easement area; for a total initial offer of $3,850.00. This offer was presented and explained by Bill Cook, Field Services Company, the City's contractual representative. (See attached case history.)

By letter dated July 6, 1998, Ms. Jacoway countered with request of $50,000 per acre for right of way plus other requests--some of which are simply not in the realm of right of way negotiations. This was explained to her by letter from Ed Connell, City Land Agent (July 15, 1998).

In accordance with revised engineering plans, right of way and easement areas were greatly scaled back and a new offer was made based on $30,000 per acre land value: $3,340.00 for 4,850 square feet of right of way, $240.00 for 2,325 square feet of Permanent Water/Sewer Easement area, and $180.00 for 5,163 square feet of combined Temporary Construction Easement area for roadway and water/sewer; for a total revised offer of $3,760.00.

We have yet to receive a written response to our revised offer of September 23, 1998. Verbally, Ms. Jacoway is apparently still requesting rezoning approval which has to go through Planning Commission and City Council and is subsequently not a part of these negotiations.

CASE HISTORY

Jill R. Jacoway
Old Missouri/Zion Road Intersection
Tract 4

5-15-98 Date of Appraisal, done by Belote & Associates, for Tract 4, 4260 Old Missouri Road (Jacoway property).

6-8-98 Date of original offer letter. Based on appraisal value of $22,550/acre:

$3,150.00	6,433 sq. ft. of right of way
150.00	5,712 sq. ft. of Temporary Easement for right of way
445.00	5,712 sq. ft. of Permanent Water/Sewer Easement
105.00	4,057 sq. ft. of Temporary Water/Sewer Easement
$3,850.00	TOTAL

Packet with offer letter, documents, and drawings presented by Bill Cook, Field Services Company (City's contractual representative).

7-6-98 Letter from Ms. Jacoway. Counter offer of $50,000 per acre land value. Four other requests: 1) waive all set back requirements for remaining land; 2) rezone property C-3; 3) allow an additional drive onto Zion Road, for total of two drives (one from Zion, one from Old Missouri); and 4) install sidewalk.

7-15-98 Letter from Ed Connell to Ms. Jacoway:

1) Set back waiver would require Planning Commission approval.
2) Rezoning request would have to go through Planning Commission & City Council.
3) New driveway to be provided for off of Zion Road; however, old drive off of Old Missouri will be eliminated.
4) Sidewalks are a part of the plans.
5) Offer amount was based on appraisal.

7-28-98 Revisions by McClelland Engineering. Requested other revisions before going back to Ms. Jacoway.

8-14-98 Final revisions by McClelland Engineering. (Land Agents' office received these 9-22-98.)

9-23-98 Revised offer (based on $30,000/acre land value):

$3,340.00	4,850 sq. ft. of right of way
240.00	2,325 sq. ft. of Permanent Water/Sewer Easement
180.00	5,163 sq. ft. of combined Temporary Easement for roadway and water/sewer
$3,760.00	TOTAL revised offer.

Packet with revised offer, documents, and drawings presented by Bill Cook, Field Services Company. Square feet of right of way and easement areas greatly reduced and land value increased.

11-9-98 As of this date, no written response to revised offer. Verbally, still requesting rezoning approval, which is not a part of these negotiations.

TEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

November 9, 1998

Jill R. Jacoway
Attorney at Law
26 W. Center
Fayetteville, AR 72701

RE: Old Missouri/Zion Road Intersection
Job No. 97027
Tract No. 4
Parcel No. 765-15624-000

Dear Ms. Jacoway:

The above mentioned project is almost ready to go to bid for construction purposes. However, the City must secure possession before bids are accepted.

This letter is to inform you that due to lack of an agreement having been reached regarding the original offer made to you (dated June 8, 1998), and the subsequent counter offer (dated September 23, 1998), the City is proceeding with condemnation procedures in regard to your property located at the southeast corner of the intersection of Old Missouri and Zion Roads.

We are requesting approval of the City Council at their December 1, 1998, meeting authorizing the City Attorney to seek possession of your property through the court.

Our basis is our revised offer of $3,760.00 (dated September 23, 1998) which was for reduced areas of right of way and easements. But please keep in mind that negotiation efforts do not necessarily need to end here. If an agreement is reached before the court date, procedures will be discontinued.

If you have any questions, comments or concerns, please feel free to call either Ed Connell at 444-3415, Jill Goddard at 444-3407, or Jerry Rose, City Attorney, at 575-8313.

Sincerely,

Jim Beavers

Jim Beavers
City Engineer

JB/jsg

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

FAYETTEVILLE

EMINENT DOMAIN
III.A.5

THE CITY OF FAYETTEVILLE, ARKANSAS

September 23, 1998

Jill R. Jacoway
404 W. Lakeview
Springdale, AR 72764

RE: Old Missouri/Zion Road Intersection
Job No. 97027
Tract No. 4
Parcel No. 765-15624-000
Revised Offer Letter

Dear Ms. Jacoway:

The City of Fayetteville is planning the improvement of Zion Road at the intersection of Old Missouri Road. The primary purpose of this project is to provide turn lanes at the intersection, as well as provide a perpendicular point of intersection. Associated with any road project of this nature, improvements to drainage systems and the relocation of utilities are also necessary. As part of this project it is necessary to obtain some additional right of way and a temporary construction and grading easement across a portion of your property for this project. The temporary construction and grading easement will terminate upon completion and acceptance of the project by the City. Also needed is an area adjacent to the new right-of-way for waterline relocation. (The specifics are shown on the attached diagram.)

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for right of way, permanent water/sewer easement and the temporary easement. The existing right of way is considered public property by prescription. The City of Fayetteville hereby offers **$3,340.00** for the acquisition of additional right of way (4,850 square feet), **$240.00** for the conveyance of rights associated with the Permanent Water/Sewer Easement (2,325 square feet), and **$180.00** as rental of the lands associated with the combined Roadway and Water/Sewer Temporary Construction and Grading Easement (5,163 square feet); making the total offer amount **$3,760.00**. (Please note that all the anticipated areas required have been greatly scaled back in square footage; whereas, the land value is based on an amount of $30,000 per acre.)

Should you elect to accept this offer, the *Warranty Deed*, the *Temporary Construction and Grading Easement*, and the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The documents should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Upon receipt of these documents, a check will be requested and you will be paid the amount indicated in this offer letter.

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon your final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed and the amount that the City has determined, and offered herein, to be just compensation for the use of your property will be deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

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

We, however, ask that you accept the offer made herein by executing the attached *Warranty Deed*, *Temporary Construction and Grading Easement*, and *Water/Sewer Easement*. Reduced copies of the documents are included for your records. We can provide copies of the recorded documents upon your request and at the appropriate time.

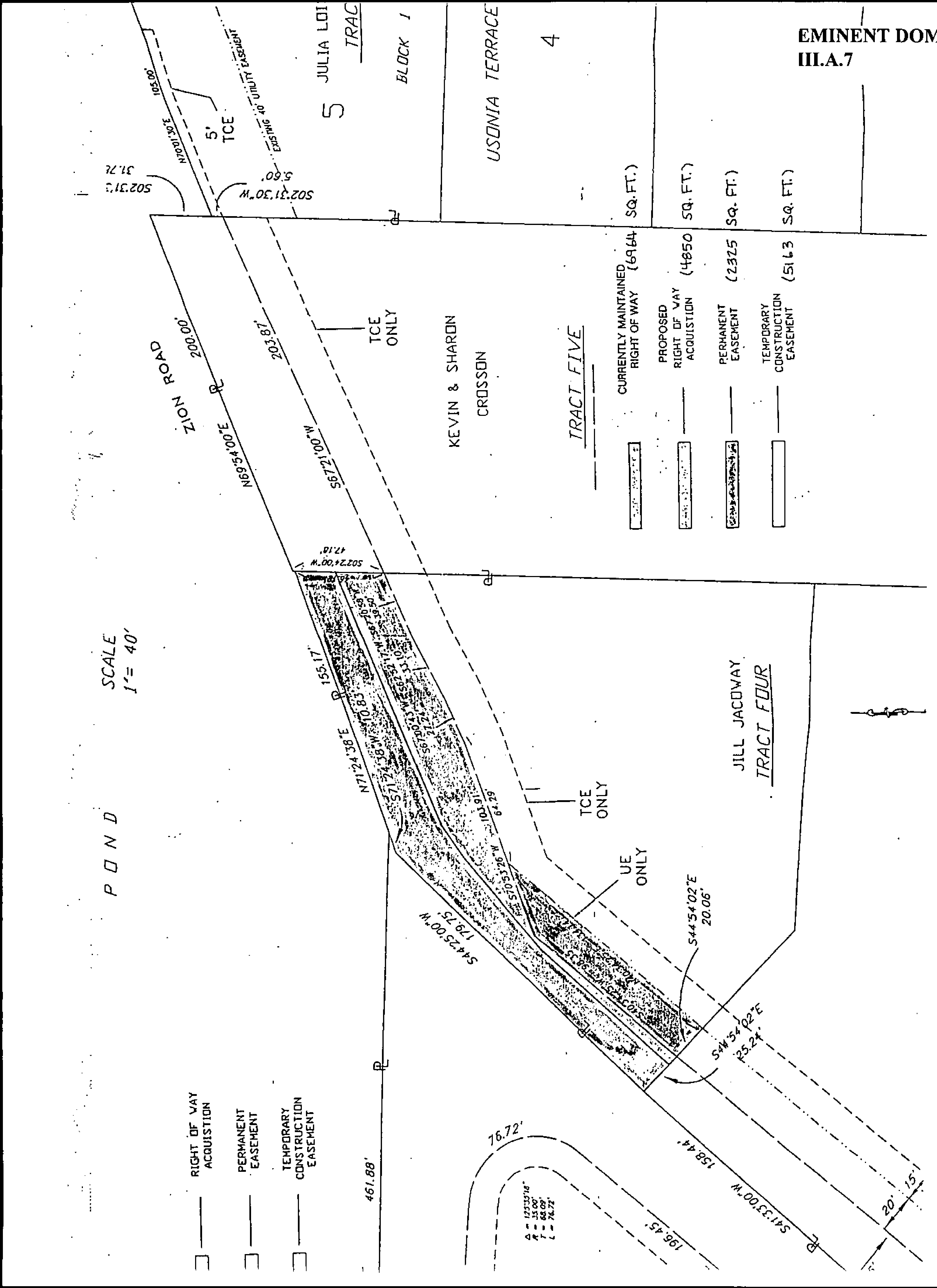
A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated documents. Please contact Ed Connell at (501) 444-3415, Jill Goddard at (501) 444-3407 or I can be reached at (501) 575-8206.

Sincerely yours,

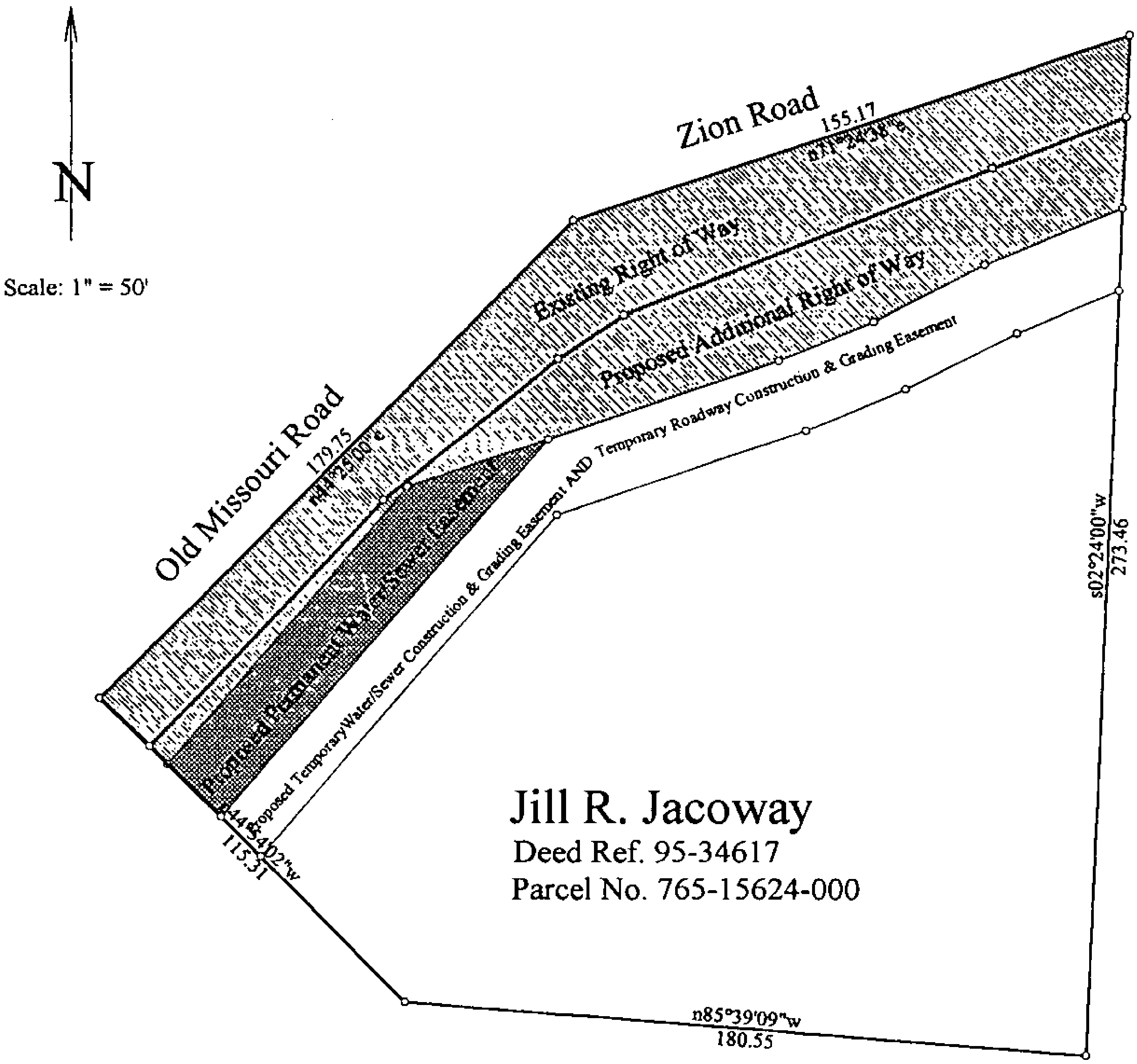
Donald R. Bunn

Donald R. Bunn
City Engineer

DRB/jsg
Attachments


ZION ROAD
N69°54'00"E
200.00'
203.87'
S67°21'00"W
TCE ONLY
KEVIN & SHARON CROSSON
TRACT FIVE
CURRENTLY MAINTAINED RIGHT OF WAY (6964 SQ. FT.)
PROPOSED RIGHT OF WAY ACQUISTION (4850 SQ. FT.)
PERMANENT EASEMENT (2325 SQ. FT.)
TEMPORARY CONSTRUCTION EASEMENT (5163 SQ. FT.)
JULIA LOI
TRAC
BLOCK 1
USONIA TERRACE
5
4
5' TCE
EXISTING 40' UTILITY EASEMENT
N70°01'30"E
105.00'
S02°31'30"W
5.60'
31.72'
S02°24'00"W
47.10'
155.17'
N71°24'38"E
S71°24'38"W
110.83
103.91
64.29
S70°53'26"W
TCE ONLY
UE ONLY
JILL JACOWAY
TRACT FOUR
S44°54'02"E
20.06'
S44°54'02"E
25.24'
S44°25'00"W
179.75'
S41°33'00"W
158.44'
196.45'
461.88'
76.72'
20'
15'
SCALE
1" = 40'
POND
RIGHT OF WAY ACQUISTION
PERMANENT EASEMENT
TEMPORARY CONSTRUCTION EASEMENT

EMINENT DOMAIN
III.A.8



NOTE: THIS TRACT HAS BEEN ROTATED TO CITY OF FAYETTEVILLE GLOBAL POSITIONING SATELLITE SYSTEM BEARINGS.

Data and Deed Call Listing of File: JACOWAY1.DES

Tract 1: 1.134 Acres: 49385 Sq Feet: 4588.0 Sq Meters: No significant closure error. : Perimeter = 904 feet
Tract 2: 0.271 Acres: 11814 Sq Feet: 1097.5 Sq Meters: No significant closure error. : Perimeter = 708 feet
Tract 3: 0.160 Acres: 6964 Sq Feet: 646.9 Sq Meters: No significant closure error. : Perimeter = 690 feet
Tract 4: 0.053 Acres: 2325 Sq Feet: 216.0 Sq Meters: No significant closure error. : Perimeter = 292 feet
Tract 5: 0.119 Acres: 5163 Sq Feet: 479.7 Sq Meters: No significant closure error. : Perimeter = 617 feet

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002=/n41.3300e 463.40
003=/s44.5402e 115.31
004=n44.5402w 115.31
005=n44.2500e 179.75
006=n71.2438e 155.17
007=s02.2400w 273.46
008=n85.3909w 180.55
009=@1 r/w
010=/n87.5026w 556.23
011=/n41.3300e 463.40
012=n44.2500e 179.75
013=n71.2438e 155.17
014=s02.2400w 46.12
015=s67.2058w 39.50
016=s62.5217w 33.08
017=s67.0043w 27.24
018=s70.5326w 103.91
019=s40.3425w 98.35
020=n44.5402w 25.24
021=@1 existing r/w
022=/n87.5026w 556.23
023=/n41.3300e 463.40
024=n44.2500e 179.75
025=n71.2438e 155.16
026=s02.2400w 21.61
027=s69.00w 38
028=s67.53w 105
029=s56.29w 21
030=s50.30w 60
031=s43.0916w 91.12
032=n44.5402w 18.53
033=@5
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035=**n40.3425e 98.35
036=n70.5326e 39.62
037=s40.3425w 134.14
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053=n44.5402w 15.05

. . ., ... 97027
Project: Old Missouri/Zion Road Intersection
Parcel No. 765-15624-000
Tract No. 4

WARRANTY DEED

An Unmarried Person

BE IT KNOWN BY THESE PRESENTS:

THAT I, **Jill R. Jacoway**, an unmarried person, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

A part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section 24, Township 17 North, Range 30 West, being more particularly described as follows: From the Southeast corner of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section 24, thence North 87° 50′ 26" West 556.23 feet to the centerline of Old Missouri Road; thence North 41° 33′ 00" East along said centerline a distance of 463.40 feet to the Point of Beginning; thence North 44° 25′ 00" East along said centerline a distance of 179.75 feet; thence North 71° 24′ 38" East 155.17 feet; thence South 02° 24′ 00" West leaving said centerline a distance of 46.12 feet; thence South 67° 20′ 58" West 39.50 feet; thence South 62° 52′ 17" West 33.08 feet; thence South 67° 00′ 43" West 27.24 feet; thence South 70° 53′ 26" West 103.91 feet; thence South 40° 34′ 25" West 98.35 feet; thence North 44° 54′ 02" West 25.24 feet to the Point of Beginning, containing 11,814 square feet (0.27 acre), more or less, including 6,964 square feet (0.16 acre) in existing roadway.

The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantor, hereby covenants that it is lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantor will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS the execution hereof on this _________ day of _______________________, 1998.

____
Jill R. Jacoway

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Jill R. Jacoway**, an unmarried person, to me well known as the person who executed the foregoing document, and who stated and acknowledged that **she** had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this ________ day of ____________________________, 1998.

____
Notary Public

MY COMMISSION EXPIRES:

____

Project No. 97027
Project: Old Missouri/Zion Road Intersection
Parcel No. 765-15624-000
Tract No. 4

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Jill R. Jacoway**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

A part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Twenty-four (24), in Township Seventeen (17) North, of Range Thirty (30) West, being more particularly described as follows, to-wit: Beginning at a concrete monument which is North 00° 19′ 36" East, a distance of 272.42 feet from the Southeast corner of said forty acre tract; thence North 87° 59′ 03" West, a distance of 180.69 feet to a concrete monument; thence North 47° 17′ 00" West, a distance of 115.31 feet to the centerline of Old Missouri Road; thence along said centerline North 42° 03′ 19" East, a distance of 179.75 feet; thence North 69° 04′ 26" East, a distance of 155.17 feet; thence South 00° 00′ 30" West, a distance of 273.46 feet to the point of beginning, containing 1.13 acres, more or less, Washington County, Arkansas.

LESS AND EXCEPT: A part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section 24, Township 17 North, Range 30 West, being more particularly described as follows: From the Southeast corner of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section 24, thence North 87° 50′ 26" West 556.23 feet to the centerline of Old Missouri Road; thence North 41° 33′ 00" East along said centerline a distance of 463.40 feet to the Point of Beginning; thence North 44° 25′ 00" East along said centerline a distance of 179.75 feet; thence North 71° 24′ 38" East 155.17 feet; thence South 02° 24′ 00" West leaving said centerline a distance of 46.12 feet; thence South 67° 20′ 58" West 39.50 feet; thence South 62° 52′ 17" West 33.08 feet; thence South 67° 00′ 43" West 27.24 feet; thence South 70° 53′ 26" West 103.91 feet; thence South 40° 34′ 25" West 98.35 feet; thence North 44° 54′ 02" West 25.24 feet to the Point of Beginning, containing 11,814 square feet (0.27 acre), more or less, including 6,964 square feet (0.16 acre) in existing roadway.

The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

PERMANENT EASEMENT DESCRIPTION:

A permanent easement lying along the Southeast side and being contiguous with the new Southeast Right of Way line of Old Missouri Road, being more particularly described as beginning at a point where the new Southeast Right of Way line of Old Missouri Road intersects the Grantor's Southwest property line; thence along said Southeast Right of Way line North 40° 34′ 25" East 98.35 feet; thence continuing along said Southeast Right of Way line North 70° 53′ 26" East 39.62 feet; thence leaving said Southeast Right of Way line South 40° 34′ 25" West 134.14 feet to the Grantor's Southwest property line; thence along the Grantor's Southwest property line North 44° 54′ 02" West 20.06 feet to the point of beginning, containing 2,325 square feet (0.05 acre), more or less,

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

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons. One thereof to be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantor agrees not to erect any buildings or structures in said permanent easement other than fences and said fences shall not exceed six (6) feet in height.

WATER/SEWER EASEMENT
Jacoway
Page 2 of 2

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the ________ day of ____________________, 1998.

____
Jill R. Jacoway

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Jill R. Jacoway**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that **she** had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _________ day of ___________________, 1998.

____
Notary Public

MY COMMISSION EXPIRES:

____

Project No. 97027
Project: Old Missouri/Zion Road Intersection
Parcel No. 765-15624-000
Tract No. 4

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT I, **Jill R. Jacoway**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a temporary construction and grading easement on, over, and through the following described land situated in the County of Washington, State of Arkansas, for the sole purposes necessary for roadway improvements and to construct, maintain, repair and/or replace, enlarge and operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

A part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Twenty-four (24), in Township Seventeen (17) North, of Range Thirty (30) West, being more particularly described as follows, to-wit: Beginning at a concrete monument which is North 00° 19′ 36" East, a distance of 272.42 feet from the Southeast corner of said forty acre tract; thence North 87° 59′ 03" West, a distance of 180.69 feet to a concrete monument; thence North 47° 17′ 00" West, a distance of 115.31 feet to the centerline of Old Missouri Road; thence along said centerline North 42° 03′ 19" East, a distance of 179.75 feet; thence North 69° 04′ 26" East, a distance of 155.17 feet; thence South 00° 00′ 30" West, a distance of 273.46 feet to the point of beginning, containing 1.13 acres, more or less, Washington County, Arkansas.

LESS AND EXCEPT: A part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section 24, Township 17 North, Range 30 West, being more particularly described as follows: From the Southeast corner of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section 24, thence North 87° 50′ 26" West 556.23 feet to the centerline of Old Missouri Road; thence North 41° 33′ 00" East along said centerline a distance of 463.40 feet to the Point of Beginning; thence North 44° 25′ 00" East along said centerline a distance of 179.75 feet; thence North 71° 24′ 38" East 155.17 feet; thence South 02° 24′ 00" West leaving said centerline a distance of 46.12 feet; thence South 67° 20′ 58" West 39.50 feet; thence South 62° 52′ 17" West 33.08 feet; thence South 67° 00′ 43" West 27.24 feet; thence South 70° 53′ 26" West 103.91 feet; thence South 40° 34′ 25" West 98.35 feet; thence North 44° 54′ 02" West 25.24 feet to the Point of Beginning, containing 11,814 square feet (0.27 acre), more or less, including 6,964 square feet (0.16 acre) in existing roadway.

The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section 24, Township 17 North, Range 30 West, being more particularly described as follows: From the Southeast corner of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section 24; thence North 87° 50′ 26" West 556.23 feet; thence North 41° 33′ 00" East a distance of 463.40 feet, to the Southwest property line; thence with said Southwest property line, South 44° 54′ 02" East 45.3 feet, to the Point of Beginning; thence North 40° 34′ 25" East 134.14 feet; thence North 70° 53′ 26" East 64.29 feet; thence North 67° 00′ 43" East 27.24 feet; thence North 62° 52′ 17" East 33.08 feet; thence North 67° 20′ 58" East 39.50 feet, more or less, to the East property line; thence with said East property line, South 02° 24′ 00" West 22.08 feet; thence South 67° 20′ 58" West 29.37 feet; thence South 62° 52′ 17" West 33.02 feet; thence South 67° 00′ 43" West 28.64 feet; thence South 70° 53′ 26" West 69.45 feet; thence South 40° 34′ 25" West 121.36 feet, more or less, to the Southwest property line; thence with said Southwest property line, North 44° 54′ 02" West 15.05 feet, to the Point of Beginning and containing 5,163 square feet (0.119 acre), more or less,

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

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

TEMPORARY CONSTRUCTION & GRADING EASEMENT
Jacoway
Page 2 of 2

The consideration first above recited as being paid to the Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this easement on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this ________ day of ____________________, 1998.

____
Jill R. Jacoway

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Jill R. Jacoway**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that **she** had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this ________ day of ____________________, 1998.

MY COMMISSION EXPIRES: ____________________________ Notary Public

____

FAYETTEVILLE

EMINENT DOMAIN
III.A.15

THE CITY OF FAYETTEVILLE, ARKANSAS

July 15, 1998

Ms. Jill Jacoway
Attorney at Law
Jacoway Law Firm, Ltd
P. O. Drawer 3456
Fayetteville, AR 72702

RE: Old Missouri-Zion Road Intersection
Project No. 97027, Tract No.4

Dear Ms. Jacoway:

The City is in receipt of your letter of July 6, 1998 with regard to the acquisition of right of way and utility easements by the City for the subject improvement project. As mentioned in our offer letter of June 8, 1998, the primary purpose of this project is to improve the point of intersection where Old Missouri Road and Zion Road come together. This planned modification will provide for a perpendicular intersection at that point, thus eliminating the "Y" intersection that currently exists. Other improvements are also contemplated, such as left turn lanes, sidewalks, curb and gutter and drainage improvements. When implementing a project of this nature, utilities often have to be relocated. We see that this planned improvement will greatly enhance the traffic flow and safety in this area and could genuinely enhance the appearance as well as the value of your property.

You listed certain items in your letter that are hereafter addressed:

1) Set-back Waiver:
Only the Fayetteville Planning Commission (a public body) can approve a waiver of the requirement(s) as set forth by ordinance. Only the owner or their representative can request a waiver; City staff has no power to grant waivers.

2) Rezoning:
Rezoning requests can only be granted by the Fayetteville City Council. Such rezonings must first be presented to the Fayetteville Planning Commission before it goes to the City Council. Again, staff has no jurisdiction over rezoning.

3) Entry:
Current plans call for the elimination of your entry off of Old Missouri Road and the construction of a new entry off of Zion Road. The location of your current entry relative to the new intersection, although approximately 40 feet, is considered dangerous, being too close to the intersection.

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

4) Sidewalks:
As part of this project, sidewalks are to be installed in the road right of way adjoining your property along both Zion and Old Missouri.

You had indicated a displeasure with the value for land that was offered to you on the right of way requirements from your property. The City's offer was based on an independent appraisal of your property (land only) based upon market value as of May, 1998 which indicated an appraised value of $22,500/acre. You obviously do not agree with the appraisal value, however the City must stay relatively close to values that were independently determined. We would like to defer this matter to a later date as we have been advised that the required right of way <u>may</u> be reduced pending a review of the design. We will advise you accordingly.

Thank you for your considerations on this matter. If you have any questions or comments, please do not hesitate to contact myself at 444-3415 or Bill Cook at 973-4250.

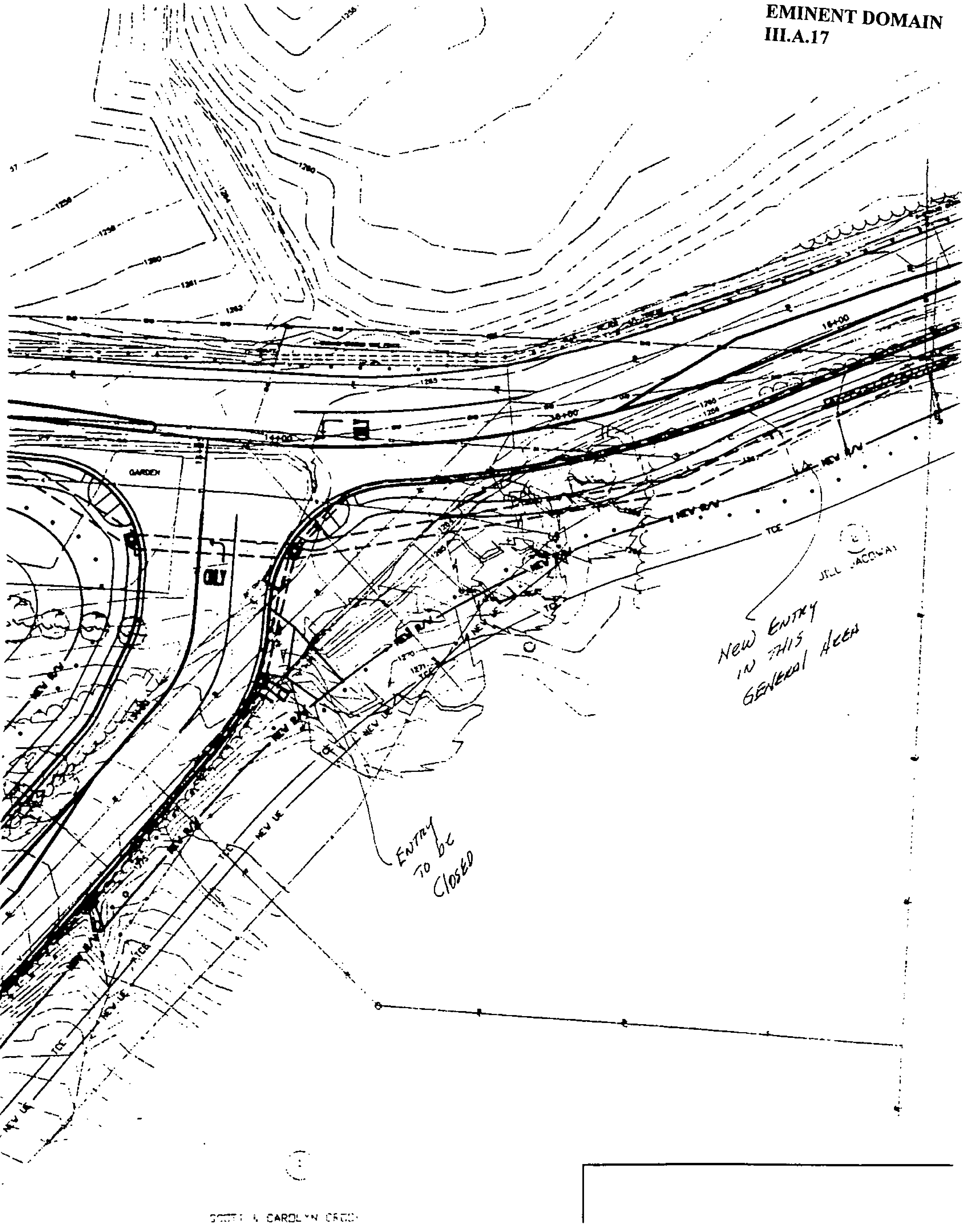
Yours sincerely,

Ed Connell

Edward D. Connell
City Land Agent

\edc

EMINENT DOMAIN
III.A.17



EMINENT DOMAIN
III.A.18

JACOWAY LAW FIRM, LTD.
ATTORNEYS AT LAW
SUITE 203
26 WEST CENTER STREET
P. O. DRAWER 3456
FAYETTEVILLE, ARKANSAS 72702

JILL R. JACOWAY

TEL.: (501) 521-2621
FAX: (501) 521-1465

RECEIVED
JUL 07 1998

July 6, 1998

City of Fayetteville
Attn: Mr. Donald R. Bunn
113 West Mountain
Fayetteville, AR 72701

RE: Old Missouri/Zion Road Intersection
Job No. 97027; Tract No. 4
Parcel No. 765-15624-000

Dear Mr. Bunn:

Thank you for your interest in my property located at the intersection of Old Missouri/Zion Road.

I am also interested in the improvements which the city has in mind for those roads.

Unfortunately, I cannot the accept the city's offer as currently structured. In order for me to execute the deed to my land, I request that the city provide the following to me:

1) Waive all set back requirements for the remaining land;
2) Rezone my property C-3;
3) Allow an additional drive onto Zion Road, meaning I would have two drives, one on Zion Road and one on Old Missouri; and
4) Install a sidewalk on the property.

I purchased this land in 1995 for $40,000.00. In addition, I have invested an additional $3,600.00 in the demolition of the building which was there. Hence, my undeveloped land has a basis in it of $43,600.00. In February of 1997, I turned down an offer of $44,000.00. Hence, I believe that the per acre price which the city has offered to me to be inadequate. If the city is willing to do each of the above-referenced items, I will then agree to execute the deed at a per acre price of $50,000.00.

I look forward to hearing from you.

Thank you for all of your fine work on behalf of the city.

Yours sincerely,

Jill Jacoway

Jill Jacoway

cc: Mr. Bill Cook

FAYETTEVILLE

EMINENT DOMAIN
III.A.19

THE CITY OF FAYETTEVILLE, ARKANSAS

June 8, 1998

Jill R. Jacoway
404 W. Lakeview
Springdale, AR 72764

RE: Old Missouri/Zion Road Intersection
Job No. 97027
Tract No. 4
Parcel No. 765-15624-000
Offer Letter

Dear Ms. Jacoway:

The City of Fayetteville is planning the improvement of Zion road at the intersection of Old Missouri Road. The primary purpose of this project is to provide turn lanes at the intersection, as well as provide a perpendicular point of intersection. Associated with any road project of this nature, improvements to drainage systems and the relocation of utilities are also necessary. As part of this project it is necessary to obtain some additional right of way and a temporary construction and grading easement across a portion of your property for this project. The temporary construction and grading easement will terminate upon completion and acceptance of the project by the City. Also needed is a 20-foot-wide area adjacent to the new right-of-way for waterline relocation. (Please note on the enclosed drawing that the 20 foot permanent water/sewer easement area overlaps the roadway temporary construction and grading easement area. The specifics are shown on the attached diagram.)

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for right of way and the temporary easement. The existing right of way is considered public property by prescription. The City of Fayetteville hereby offers **$3,150.00** for the acquisition of additional right of way (6,433 square feet), **$150.00** as rental of the lands associated with the Temporary Construction and Grading Easement (5,712 square feet), **$445.00** for the conveyance of rights associated with the Permanent Water/Sewer Easement (5,712 square feet), and **$105.00** as rental of the lands associated with the Water/Sewer Temporary Construction Easement (4,057 square feet); making the total offer amount **$3,850.00**.

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

Should you elect to accept this offer, the *Warranty Deed*, the *Temporary Construction and Grading Easement*, and the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The documents should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Upon receipt of these documents, a check will be requested and you will be paid the amount indicated in this offer letter.

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon your final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed and the amount that the City has determined, and offered herein, to be just compensation for the use of your property will be deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

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

We, however, ask that you accept the offer made herein by executing the attached *Warranty Deed*, *Temporary Construction and Grading Easement*, and *Water/Sewer Easement*. Reduced copies of the documents are included for your records. We can provide copies of the recorded documents upon your request and at the appropriate time.

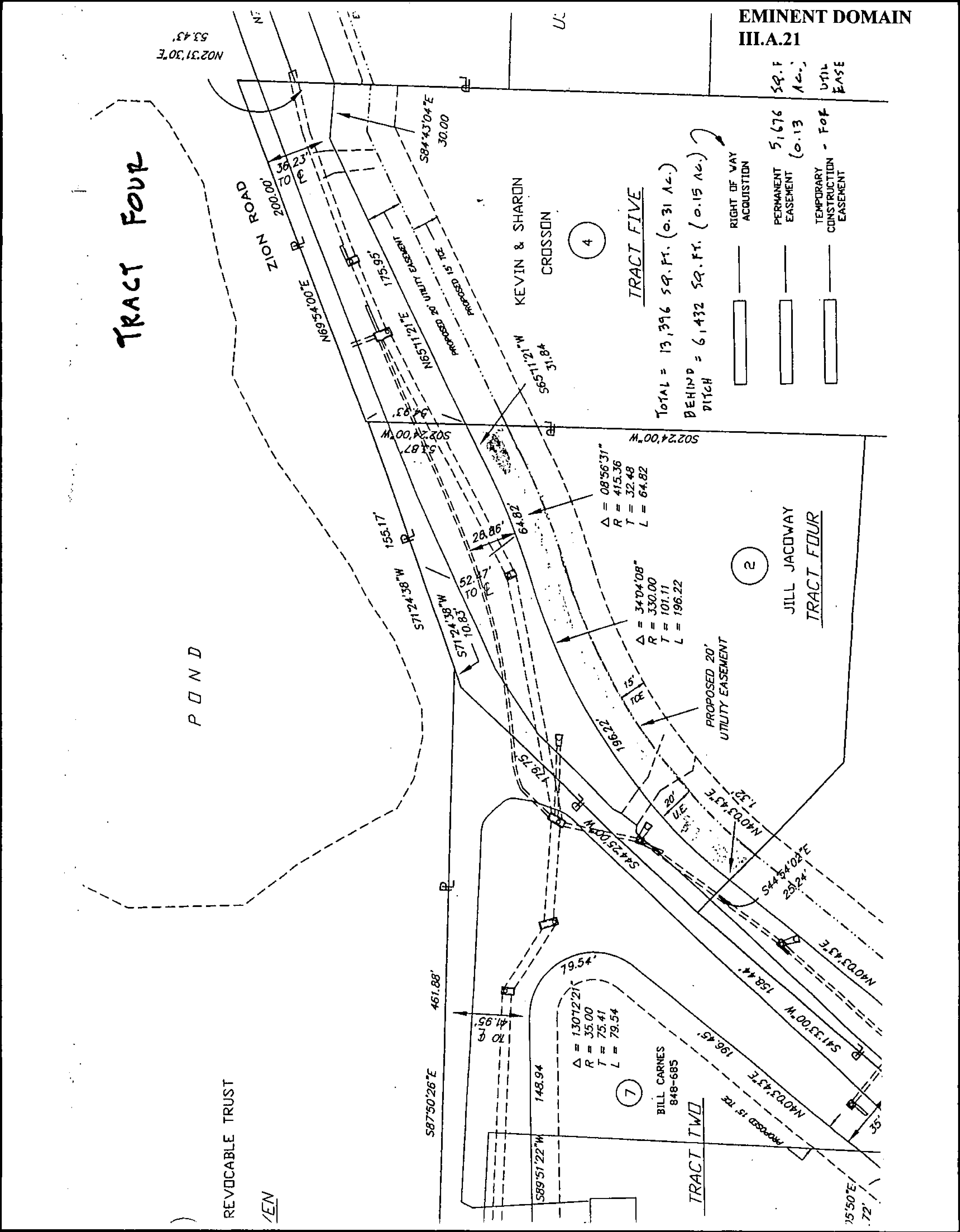
A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated documents. Please contact Ed Connell at (501) 444-3415, Jill Goddard at (501) 444-3407 or I can be reached at (501) 575-8206.

Sincerely yours,

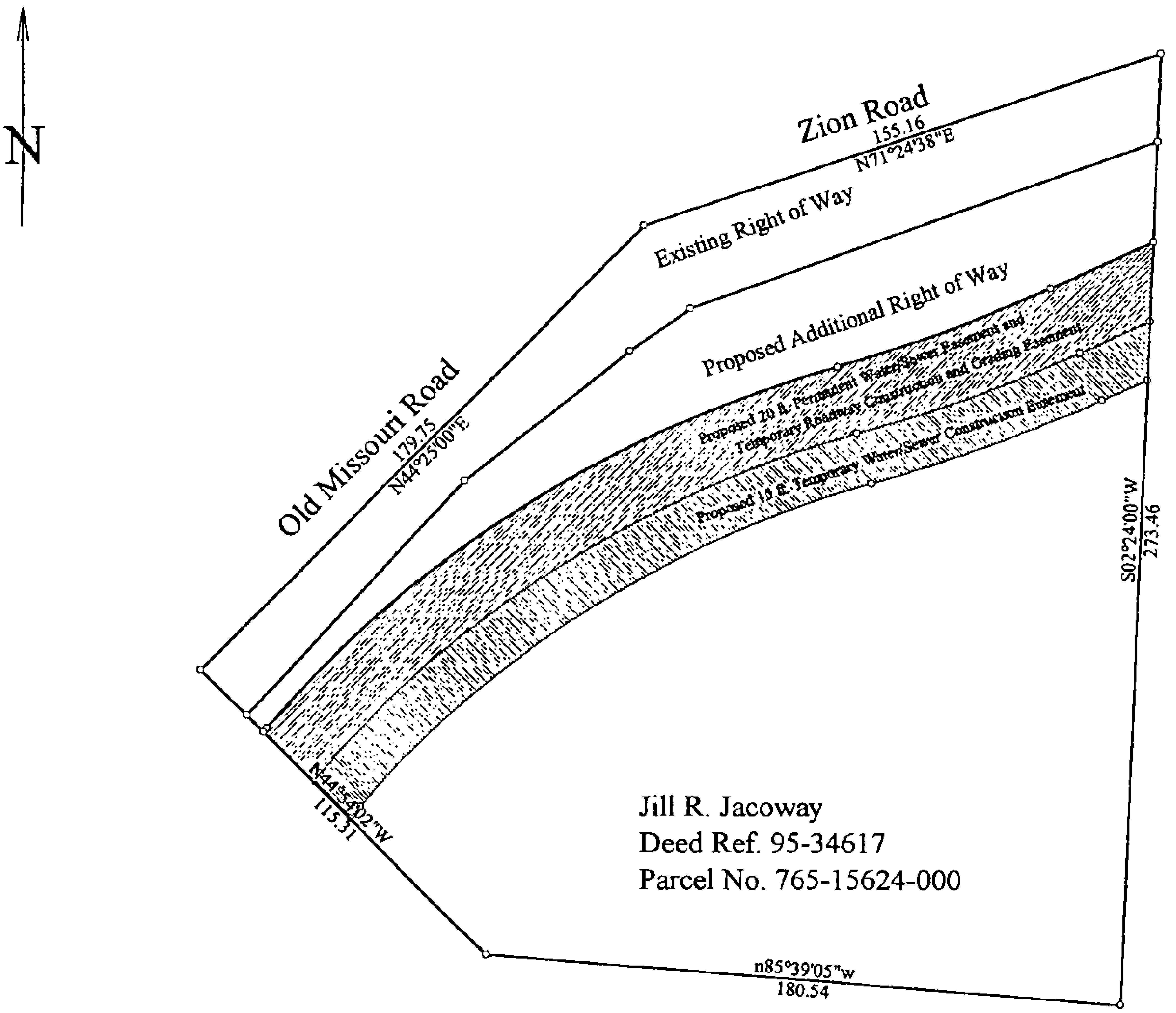
Donald R. Bunn

Donald R. Bunn
City Engineer

DRB/jsg
Attachments


TRACT FOUR
ZION ROAD
200.00'
36.23' TO ℄
N69°54'00"E
175.95'
N65°11'21"E
PROPOSED 20' UTILITY EASEMENT
PROPOSED 15' TCE
S84°43'04"E
30.00
N02°31'30"E
53.43'
KEVIN & SHARON CROSSON
4
TRACT FIVE
TOTAL = 13,396 SQ. FT. (0.31 AC.)
BEHIND DITCH = 6,432 SQ. FT. (0.15 AC.)
RIGHT OF WAY ACQUISITION
PERMANENT EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
5,676 SQ. F
(0.13 AC.)
- FOR UTIL EASE
S65°11'21"W
31.84
54.93'
S02°24'00"W
51.87'
S02°24'00"W
Δ = 08°56'31"
R = 415.36
T = 32.48
L = 64.82
64.82'
28.86'
155.17'
52.47' TO ℄
S71°24'38"W
S71°24'38"W
10.83'
Δ = 34°04'08"
R = 330.00
T = 101.11
L = 196.22
JILL JACOWAY
2
TRACT FOUR
POND
15' TCE
PROPOSED 20' UTILITY EASEMENT
196.22'
179.15'
20' U.E.
1.32'
N40°03'43"E
S44°25'00"W
S44°54'02"E
25.24'
N40°03'43"E
158.44'
S41°33'00"W
79.54'
Δ = 130°12'21"
R = 35.00
T = 75.41
L = 79.54
41.95' TO ℄
461.88'
S87°50'26"E
148.94
196.45'
N40°03'43"E
PROPOSED 15' TCE
7
BILL CARNES
848-685
TRACT TWO
S89°51'22"W
35'
REVOCABLE TRUST

EMINENT DOMAIN
III.A.22



NOTE: THIS TRACT HAS BEEN ROTATED TO CITY OF FAYETTEVILLE GLOBAL POSITIONING SATELLITE SYSTEM BEARINGS.

Data and Deed Call Listing of File: JACOWAY.DES

Tract 1: 1.134 Acres: 49382 Sq Feet: 4587.8 Sq Meters: No significant closure error. : Perimeter = 904 feet
Tract 2: 0.307 Acres: 13394 Sq Feet: 1244.4 Sq Meters: No significant closure error. : Perimeter = 708 feet
Tract 3: 0.131 Acres: 5712 Sq Feet: 530.6 Sq Meters: No significant closure error. : Perimeter = 614 feet
Tract 4: 0.093 Acres: 4057 Sq Feet: 376.9 Sq Meters: No significant closure error. : Perimeter = 573 feet
Tract 5: 0.148 Acres: 6433 Sq Feet: 597.6 Sq Meters: No significant closure error. : Perimeter = 644 feet

001=/N87.5026W 556.23
002=/N41.3300E 463.40
003=/S44.5402E 115.31
004=N44.5402W 115.31
005=N44.2500E 179.75
006=N71.2438E 155.16
007=S02.2400W 273.46
008=n85.3905w 180.54
009=@1
010=/N87.5026W 556.23
011=/N41.3300E 463.40
012=N44.2500E 179.75
013=N71.2438E 155.16
014=S02.2400W 53.87
015=S65.1121W 31.84
016: Rt, R=415.36, Arc=64.82
017: Lt, R=330, Arc=196.22
018=S40.0343W 1.32
019=N44.5402W 25.24
020=@7
021=/S02.2400W 53.87
022=s65.1121w 31.84
023: Rt, R=415.36, Arc=64.82
024: Lt, R=330.00, Arc=196.22
025=s40.0343w 1.32
026=s44.5402e 20.08
027=n40.0343e 3.08
028: Rt, R=310.00, Arc=184.33
029: Lt, R=435.36, Arc=67.94
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031=n02.2400e 22.49
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034=/S44.5402E 20.08
035=s44.5402e 15.06
036=n40.0343e 4.40
037: Rt, R=295.00, Arc=175.41
038: Lt, R=450.36, Arc=70.28
039=n65.1121e 13.85
040=n02.2400e 16.87
041=s65.1121w 21.56
042: Rt, R=435.36, Arc=67.94
043: Lt, R=310.00, Arc=184.33
044=s40.0343w 3.08
045=@7
046=/S02.2400W 53.87
047=S65.1121W 31.84
048: Rt, R=415.36, Arc=64.82
049: Lt, R=330, Arc=196.22
050=S40.0343W 1.32
051=N44.5402W 6.71
052=N42.23E 92
053=N51.00E 60
054=N55.00E 21
055=N70.00E 141.43
056=S02.2400W 29.0

›. 97027
ıd Missouri/Zion Road Intersection
Parcel No. 765-15624-000
Tract No. 4

WARRANTY DEED
An Unmarried Person

BE IT KNOWN BY THESE PRESENTS:

THAT I, **Jill R. Jacoway**, an unmarried person, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

A part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section 24, Township 17 North, Range 30 West, being more particularly described as follows: From the Southeast corner of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section 24, thence North 87° 50' 26" West 556.23 feet to the centerline of Old Missouri Road; thence North 41° 33' 00" East along said centerline a distance of 463.40 feet to the Point of Beginning; thence North 44° 25' 00" East along said centerline a distance of 179.75 feet; thence North 71° 24' 38" East 155.16 feet; thence South 02° 24' 00" West leaving said centerline a distance of 53.87 feet; thence South 65° 11' 21" West 31.84 feet; thence along a 415.36 foot radius curve to the right a distance of 64.82 feet; thence along a 330.00 foot radius curve to the left a distance of 196.22 feet; thence South 40° 03' 43" West 1.32 feet; thence North 44° 54' 02" West 25.24 feet to the Point of Beginning, containing 13,394 square feet (0.31 acre), more or less, including 6,961 square feet (0.16 acre) in existing roadway.

The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantor, hereby covenants that it is lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantor will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS the execution hereof on this _________ day of ______________________, 1998.

____
Jill R. Jacoway

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Jill R. Jacoway**, an unmarried person, to me well known as the person who executed the foregoing document, and who stated and acknowledged that she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this ________ day of ____________________________, 1998.

____
Notary Public

MY COMMISSION EXPIRES:

____

Project No. 97027
Old Missouri/Zion Road Intersection
Parcel No. 765-15624-000
Tract No. 4

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT I, **Jill R. Jacoway**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a temporary construction and grading easement on, over, and through the following described land situated in the County of Washington, State of Arkansas, for the sole purposes necessary for road improvements, to-wit:

PROPERTY DESCRIPTION:

A part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Twenty-four (24), in Township Seventeen (17) North, of Range Thirty (30) West, being more particularly described as follows, to-wit: Beginning at a concrete monument which is North 00° 19′ 36" East, a distance of 272.42 feet from the Southeast corner of said forty acre tract; thence North 87° 59′ 03" West, a distance of 180.69 feet to a concrete monument; thence North 47° 17′ 00" West, a distance of 115.31 feet to the centerline of Old Missouri Road; thence along said centerline North 42° 03′ 19" East, a distance of 179.75 feet; thence North 69° 04′ 26" East, a distance of 155.17 feet; thence South 00° 00′ 30" West, a distance of 273.46 feet to the point of beginning, containing 1.13 acres, more or less, Washington County, Arkansas.

LESS AND EXCEPT: A part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section 24, Township 17 North, Range 30 West, being more particularly described as follows: From the Southeast corner of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section 24, thence North 87° 50′ 26" West 556.23 feet to the centerline of Old Missouri Road; thence North 41° 33′ 00" East along said centerline a distance of 463.40 feet to the Point of Beginning; thence North 44° 25′ 00" East along said centerline a distance of 179.75 feet; thence North 71° 24′ 38" East 155.16 feet; thence South 02° 24′ 00" West leaving said centerline a distance of 53.87 feet; thence South 65° 11′ 21" West 31.84 feet; thence along a 415.36 foot radius curve to the right a distance of 64.82 feet; thence along a 330.00 foot radius curve to the left a distance of 196.22 feet; thence South 40° 03′ 43" West 1.32 feet; thence North 44° 54′ 02" West 25.24 feet to the Point of Beginning, containing 13,394 square feet (0.31 acre), more or less, including 6,961 square feet (0.16 acre) in existing roadway.

The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A temporary construction and grading easement twenty (20) feet in width being parallel with and contiguous to the 0.31 acre Less and Except area of the property described hereinabove and situated on the South side thereof. This temporary construction and grading easement contains 5,712 square feet (0.13 acre), more or less,

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

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The consideration first above recited as being paid to the Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this easement on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this ________ day of __________________, 1998.

____
Jill R. Jacoway

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Jill R. Jacoway**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that **she** had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this ________ day of ____________________, 1998.

MY COMMISSION EXPIRES: ______________________________

Notary Public

____

Project No. 97027
Project: Old Missouri/Zion Road Intersection
Parcel No. 765-15624-000
Tract No. 4

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Jill R. Jacoway**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

A part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Twenty-four (24), in Township Seventeen (17) North, of Range Thirty (30) West, being more particularly described as follows, to-wit: Beginning at a concrete monument which is North 00° 19′ 36" East, a distance of 272.42 feet from the Southeast corner of said forty acre tract; thence North 87° 59′ 03" West, a distance of 180.69 feet to a concrete monument; thence North 47° 17′ 00" West, a distance of 115.31 feet to the centerline of Old Missouri Road; thence along said centerline North 42° 03′ 19" East, a distance of 179.75 feet; thence North 69° 04′ 26" East, a distance of 155.17 feet; thence South 00° 00′ 30" West, a distance of 273.46 feet to the point of beginning, containing 1.13 acres, more or less, Washington County, Arkansas.

LESS AND EXCEPT: A part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section 24, Township 17 North, Range 30 West, being more particularly described as follows: From the Southeast corner of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section 24, thence North 87° 50′ 26" West 556.23 feet to the centerline of Old Missouri Road; thence North 41° 33′ 00" East along said centerline a distance of 463.40 feet to the Point of Beginning; thence North 44° 25′ 00" East along said centerline a distance of 179.75 feet; thence North 71° 24′ 38" East 155.16 feet; thence South 02° 24′ 00" West leaving said centerline a distance of 53.87 feet; thence South 65° 11′ 21" West 31.84 feet; thence along a 415.36 foot radius curve to the right a distance of 64.82 feet; thence along a 330.00 foot radius curve to the left a distance of 196.22 feet; thence South 40° 03′ 43" West 1.32 feet; thence North 44° 54′ 02" West 25.24 feet to the Point of Beginning, containing 13,394 square feet (0.31 acre), more or less, including 6,961 square feet (0.16 acre) in existing roadway.

The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

PERMANENT EASEMENT DESCRIPTION:

A permanent easement twenty (20) feet of equal and uniform width running parallel and contiguous with the new south right of way line of Old Missouri and Zion Roads. This permanent easement shall begin at the Grantor's West property line and extend East 287 feet, more or less, to the Grantor's East property line, containing 5,712 square feet (0.13 acre), more or less.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A fifteen (15) foot temporary construction easement running parallel with and contiguous to the above described permanent easement lying along the South side thereof, containing 4,057 square feet (0.09 acre), more or less,

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

This temporary construction easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons. One thereof to be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantor agrees not to erect any buildings or structures in said permanent easement other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the ________ day of ____________________, 1998.

____
Jill R. Jacoway

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Jill R. Jacoway**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that **she** had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this ________ day of ____________________, 1998.

____
Notary Public

MY COMMISSION EXPIRES:

____

COMPLETE ANALYSIS
SUMMARY APPRAISAL REPORT

OF

Proposed City of Fayetteville Acquisition
Tract 4, 4260 Old Missouri Road
Fayetteville, AR

Prepared For The Exclusive Use Of
The City of Fayetteville
Mr. Ed Connell
113 W. Mountain
Fayetteville, AR

Prepared By

Nikki Belote Bradley, CG0756
STATE CERTIFIED GENERAL APPRAISER

PO Box 389
Fayetteville, Arkansas 72702

Value Estimated As Of May 15, 1998

Troy Belote MAI • Nikki Belote Bradley

Belote & Associates
REAL ESTATE APPRAISERS

APPRAISALS • ANALYSIS • COUNSELING • MARKET FEASIBILITY

May 21, 1998

The City of Fayetteville
Mr. Ed Connell
113 W. Mountain
Fayetteville, AR

Re: Proposed City of Fayetteville Acquisition
Tract 4, 4260 Old Missouri Road
Fayetteville, AR

Dear Mr. Connell:

In response to your authorization, I have conducted the required investigation, gathered the necessary data and made certain analyses that have enabled me to form an opinion of the Market Value of the fee simple interest in the above captioned property.

Based on the inspection of the property and the investigation and analyses undertaken, I have formed the opinion that, subject to completion of the proposed development according to the plans and specifications provided to the appraiser within 3-6 months of May 15, 1998 the property will have the following value:

FINAL ESTIMATE OF MARKET VALUE "before the taking (underlying land only)"	$21,850
FINAL ESTIMATE OF MARKET VALUE "after the taking (underlying land only)"	$18,700

JUST COMPENSATION DUE OWNERS AS OF MAY 15, 1998 $3,150

This conclusion of value does not include personal property or other non-realty items. The narrative appraisal report that follows sets forth the identification of the property, the assumptions and limiting conditions, pertinent facts about the area and the subject property, comparable data, the results of the investigations and analyses and the reasoning leading to the conclusions set forth.

Respectfully submitted,

Nikki Belote Bradley

Nikki Belote Bradley, CG0756
STATE CERTIFIED GENERAL APPRAISER

P.O. BOX 389 FAYETTEVILLE, ARKANSAS 72702 PHONE (501) 521-6338 FAX (501) 521-5261

SUMMARY OF MAJOR FACTS & CONCLUSIONS

Property type:	Residential
Property Address:	4260 Old Missouri Road Fayetteville, Arkansas
Date Inspected:	May 15, 1998
Valuation Date:	May 15, 1998
SITE:	Irregular in shape +/- .97 acre (before the taking) +/- .83 acre (after the taking) Access along frontage
UTILITIES:	Electricity, water, gas, public sewer and phone

VALUE INDICATIONS:

Cost Approach "as is"	Not Utilized
Income Approach "as is"	Not Utilized
Sales Comparison Approach "before the taking (underlying land only)"	$21,850
Sales Comparison Approach "after the taking (underlying land only)"	$18,700
FINAL ESTIMATE OF MARKET VALUE "before the taking (underlying land only)"	$21,850
FINAL ESTIMATE OF MARKET VALUE "after the taking (underlying land only)"	$18,700
JUST COMPENSATION DUE OWNERS AS OF MAY 15, 1998	**$3,150**

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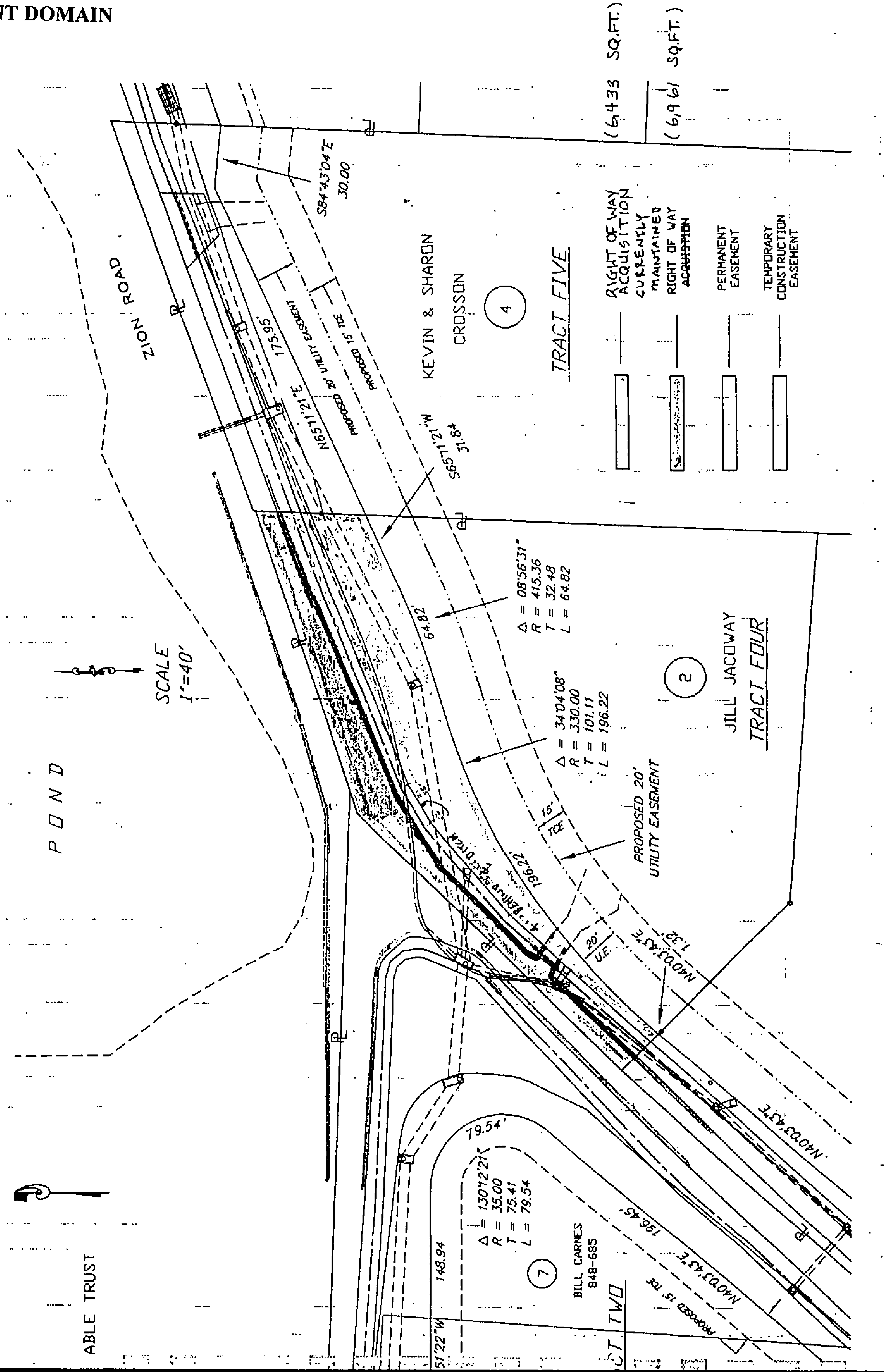
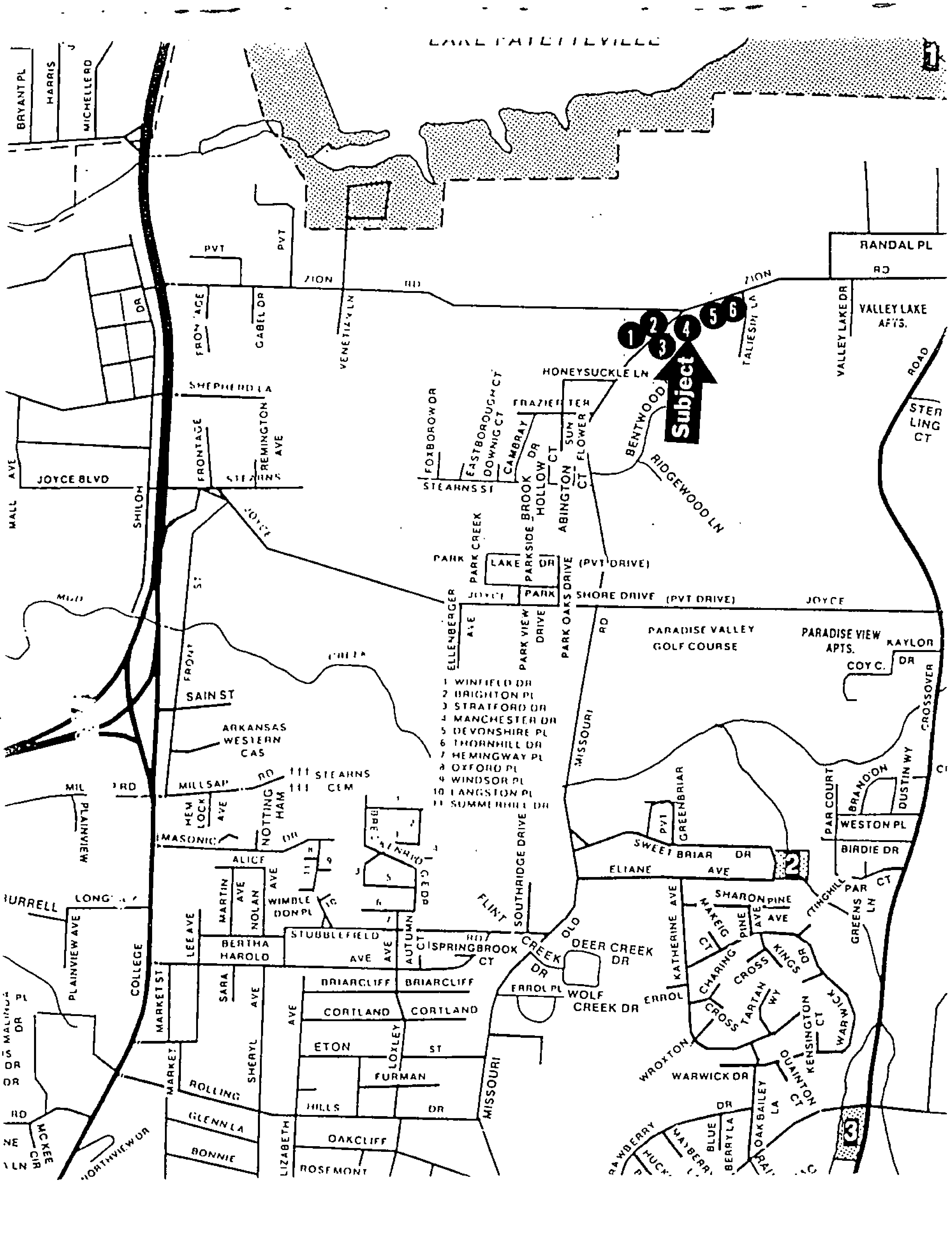
PHOTOGRAPHS

TYPICAL VIEWS OF TRACT 4
4260 OLD MISSOURI ROAD

EMINENT DOMAIN
III.A.34



TRACT LOCATION MAP



CERTIFICATION OF THE APPRAISER

I certify that, to the best of my knowledge and belief:

1. the statements of fact contained in this report are true and correct.
2. the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. the appraisal assignment was not based on a requested minimum valuation; a specific valuation; or the approval of a loan.
6. my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) except that the Departure Provision of USPAP shall not apply to federally related transactions.
7. no steps were necessary or appropriate to comply with the Competency Provision of the USPAP.
8. I have made a personal inspection of the property that is the subject of this report.
9. no one provided significant professional assistance to the person signing this report.
10. the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
11. the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. As of the date of this report, I, Nikki Belote Bradley, have completed the requirements of the continuing education program of the Appraisal Institute and the State of Arkansas.

Nikki Belote Bradley

Nikki Belote Bradley
State Certified General Appraiser #CG0756

OBJECTIVE OF THE APPRAISAL

The objective of this appraisal is to estimate the market value of the subject property before and after the taking of a described right-of-way and to determine the Just Compensation due the property owner. Market value is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined. A current economic definition agreed upon by federal financial institutions in the United States of America is:

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms for which the specified property rights should sell after reasonable exposure in a competitive market under all condition requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

FUNCTION OF THE APPRAISAL

The use or function of this appraisal report is to provide a basis for possible acquisition of a portion of the property by the City of Fayetteville, Arkansas.

IDENTIFICATION OF THE APPRAISED PROPERTY

Address:

4260 Old Missouri Road
Fayetteville, Arkansas

Location:

The property which is the subject of this report is physically located on the southeastern side of Old Missouri Road and Zion Road, including areas northeast and southeast of the intersection of Old Missouri Road and Zion Road, in the northeast portion of the city of Fayetteville, Arkansas.

Legal Description:

A part of the NW ¼ of the SE ¼ of Section 24, Township 17, Range 30, in the Fayetteville Outlots of the City of Fayetteville, Arkansas. Please refer to a more complete legal description included in the addendum of this report.

PROPERTY RIGHTS APPRAISED

The property is appraised as though owned in fee simple. A fee simple title is the fullest type of private ownership possible, subject to all public limitations such as escheat, police power, taxation and eminent domain.

IMPORTANT DATES

Date of Report:	May 18, 1998
Date of Value:	May 15, 1998
Date of Inspection:	May 15, 1998

HISTORY AND CURRENT OWNERSHIP

Ownership:

County tax records indicate title to the property is vested in Jill Jacoway.

History of ownership:

This property has been continuously owned for the previous three years. Thus, there are no prior sales to be considered.

EXTENT OF THE APPRAISAL PROCESS

The scope of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use, the *Standards of Professional Practice of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice* of the Appraisal Foundation. In regard to the subject property this involved the following steps:

1. The property was personally inspected and the photographs included in this report were taken at that time. Site dimensions were based on the legal description and/or survey provided by the client.

2. Regional, city, county, and neighborhood data were based on information available from city offices and, where available, the local Chamber of Commerce. The neighborhood section was based on a physical inspection of the area.

3. If the property involves proposed construction, the subject property data was based on plans and specifications provided. Otherwise, a physical inspection of the improvements was made.

Other subject property data was compiled from the public records of local county and city offices.

4. In estimating the highest and best use for the property, an analysis was made of data compiled in the steps above. In addition, a study of the market in the subject area has been made to help determine the subject's economic feasibility.

5. In developing approaches to value, the market data used was collected from office files, area realtors and brokers, other appraisers, or persons knowledgeable of the subject property market place. Also, research was conducted through the County court house data.

6. After assembling and analyzing the above defined data, a final estimate of market value, both before and after the right of way taking was made, together with a determination of Just Compensation due the land owner.

ANALYSIS OF MARKETING TIME

This type of property is not difficult to market due to current demand for lots suited to residential development. In my opinion, the subject would not require additional marketing time since it is in a desirable location.

My research consisted of discussion with area realtors and other knowledgeable persons. In addition, known sales of similar property types within the competitive market area were researched for their marketing time. Major consideration was given to the subject's highest and best use as well as location. Based on this analysis, it is my conclusion that the subject property would have a <u>likely marketing time of three to six months.</u> However, if economic conditions become adverse, an even longer marketing time could be expected.

TAX AND ASSESSMENT ANALYSIS

Properties in Arkansas are assessed at 20 per cent of the tax assessor's appraisal. Taxes are payable beginning in February of the following year. The following information, pertaining to the property being appraised, was obtained from the records of the county tax assessor.

765-15624-000	Assessor's Appraisal	Assessed Value
Land	$17,500	$3,500
Improvements	$7,150	$1,430
Totals	$24,650	$4,930

The indicated tax liability for the above parcel is as follows: $4,930 x .0513 = $252.91.

ZONING INFORMATION

City personnel confirm this property's current zoning classification to be A-1, Agricultural.

FLOOD HAZARD INFORMATION

According to F.I.R.M Flood Map #05143C0101 C, dated September 18, 1991, this property is not located in an identified 100-year flood plain area.

ENVIRONMENTAL HAZARDS

The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions.

The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials or environmental conditions on or around the property that would negatively affect the property.

There were no obvious detrimental, or potentially detrimental conditions, such as toxic waste. The site has not, to the best of my knowledge, ever been used as an industrial area and is not adjacent to chemical storage facilities. There is no visible sign it has been used as a dump site or that it is in proximity to an area designated as a superfund site by state or federal government. Also, no evidence was discovered indicated the use of asbestos or other hazardous materials in the basic structure. It would be prudent to consult an expert in the detection of hazardous materials to verify the absence of such items before investing in, or lending on, this property.

AREA DATA AND FACTORS AFFECTING VALUE

Area Identification:

The Fayetteville-Springdale-Rogers Metropolitan Statistical Area (SMA) is located in the northwest corner of the state, and is composed entirely of Benton and Washington Counties. The 1990 population of the area was estimated at 113,409 with Fayetteville and Springdale listed as the principal cities. The area is the home of the largest university in the State and is the trade and economic center for much of Northeast Oklahoma as well as surrounding counties in Arkansas. In terms of the 1986 annual averages the major industries in the area were government, trade, service and food.

Population Characteristics:

While population growth, in and of itself, does not necessarily mean a rising level of economic development, the general area trend is sometimes significant. The following table indicates the current growth rate for the Northwest Arkansas area. The following data indicates population growth in the Northwest Arkansas market over the past 45 years:

NORTHWEST ARKANSAS POPULATION GROWTH - MAJOR CITIES						
	1950 Census	1960 Census	1970 Census	1980 Census	1990 Census	1996 Census
Fayetteville	17,010	20,274	30,729	36,608	42,099	52,662
Springdale	5,835	10,076	16,783	23,458	29,941	39,040
Rogers	4,962	5,700	11,050	17,429	24,692	34,267
Bentonville	2,942	3,646	5,508	8,756	11,257	15,363
Siloam Springs*	3,270	3,953	6,009	7,940	8,151	8,803
(*1995 estimate)						

Employment and Income:

The Labor Market Information Section of the Arkansas Employment Security Department recently released the following information for the Fayetteville- Springdale-Rogers Metropolitan Statistical Area (MSA).

CIVILIAN LABOR FORCE SUMMARY					
				Net Change From:	
Item	Feb-98	Jan-98	Feb-97	Jan-98	Feb-97
Civilian Labor Force	138,600	136,925	134,275	1,675	4,325
Total Employment	133,375	131,775	129,225	1,600	4,150
Unemployment	5,225	5,150	5,050	75	175
Unemployment Rate	3.8%	3.8%	3.8%	0.0%	0.0%
Unemployment Rates					
(Seasonally Adjusted)					
State of Arkansas	5.2%	5.3%	5.5%	-0.1%	-0.3%
United States	4.6%	4.7%	5.3%	-0.1%	-0.7%

Economy:

At the present time, the national economy is good. Most state economists see Arkansas reflecting the national trends and expect it to continue in 1998. The local economy is in the middle of expansion with the housing and light manufacturing industries bouncing back from the recession of three years ago. Residential interest rates are available at 6.00% (adjustable rate) to 8.00% (fixed rate). Commercial loans continue to be adjustable and are at 8.25 to 9.25%. They are considerably lower than five years ago. Lowering interest rates have had a positive effect on the real estate market, but more moderate than high property appreciation that was experienced in the early 70's. Residential property has had a moderate appreciation curve, while industrial and commercial properties have experienced some increases in value. On balance, the subject area has had stable activity in the last two years, with prices slowly but steadily increasing.

Economic Base:

Most of the economic strength of Washington County can be traced to the University of Arkansas, the poultry industry, a variety of smaller manufacturing industries and retail trade. With almost 35% of Fayetteville's population being made up of either students or employees of the University of Arkansas and an annual budget of over 70 million dollars, the University ranks as a major source of economic strength. Washington County ranks as the number one county in the state in the production of broilers. It ranks second in egg production, and third in turkey production. The State of Arkansas ranks first, fifth, and sixth, respectively, in the entire country in the production of these items. There are several small industries located in Fayetteville and Springdale. There are some 19 firms that employ at least 100 persons in the two cities. Manufacturing employment in the SMSA is about 41% of the total employment. The area has a large regional mall that attracts shoppers from Oklahoma and Missouri as well as surrounding counties. In addition, most of the usual retail outlets can be found. Retail employment represents about 19% of the area total.

Cost of Living:

The Fayetteville-Springdale area is one of 242 areas in 48 states participating in the quarterly Intercity Cost of Living Index sponsored by the American Chamber of Commerce Researchers Association. Data is collected on 59 specifically described items, analyzed and then reported back to the participants as comparative information. The Fayetteville-Springdale area compares favorably with the national average as follows:

FAYETTEVILLE, SPRINGDALE ROGERS 1st Quarter of 1997	
U.S. Average	100.0%
All items index	90.5%
Groceries	95.8%
Housing	84.7%
Utilities	85.6%
Transportation	90.9%
Health care	93.9%
Miscellaneous goods	93.3%

Conclusions:

In spite of the relatively low income of area residents, it appears that the region is an area of expanding development. National economic conditions and improved transportation facilities have aided this development. On balance, the area has an abundant water supply (Beaver Lake) as well as economical utilities. These factors, coupled with the relatively low cost of labor and supportive government, have created a favorable atmosphere to attract industry to the area. Because of the area's favorable climate and relatively clean ecology, as well as its natural scenic beauty, an increasing number of tourists visit the Ozarks each year. Many retired people have moved in from outside areas in an effort to escape overcrowding, pollution, and high property taxes. An optimistic attitude prevails among area residents in regard to real estate values. As long as people view real estate as a good investment, values can be expected to remain stable and, if the past is an indication of the future, will continue to increase.

NEIGHBORHOOD ANALYSIS

Neighborhood Definition

The term "neighborhood", as used in this report, refers to a portion of a larger community, or an entire community, in which there is a homogenous grouping of inhabitants, buildings, or business enterprises.

Physical Characteristics

The neighborhood boundaries are not sharply defined but generally consist of the area bounded to the west by Highway 71 Business, to the east by Crossover Road, to the north by the Fayetteville City limits and Joyce Street to the south. Most of the area is undeveloped with a few medium priced residences and apartments, with some light commercial and agricultural uses along Zion Road. Most streets are two lanes and paved with asphalt. There is a discernible trend to expand development eastward toward Crossover Road.

Social Considerations

Population density is light to medium and most residents have a high school education or more. The average resident is middle aged and either blue or white collar. Good quality educational, medical and commercial services are available from both Springdale and Fayetteville.

Economic Items

The average income is about average that of Fayetteville and Springdale. Most single family houses are owner occupied but there is a larger multi-family complex located just west of the subject area. Property values have increased moderately over the past few years. Those subdivisions currently under development are selling at a moderate pace with little evidence of overbuilding. Average ages of properties range from new to 40 years with typical houses being 15 to 20 years old.

Government Factors

Electricity, water, gas, sewer and phone are available in most of the area. Taxes are moderate and commensurate with other communities. Zoning is mixed with residential and commercial use being predominant.

Environmental Elements

In general, this community is a residential area. Most homes are in the 1,200 to 2,000 SF size range and fall in a medium price range. Density is moderate - approximately 40% developed.

There are no major nuisances or hazards. The direction of development appears to be both toward the north and the east.

Conclusions

Based on my neighborhood inspection, I concluded that the surrounding conditions are compatible with the subject property. The area is in the developmental stage and values should remain stable into the foreseeable future.

SITE DESCRIPTION — Tract 4

A site is "*Land that is improved so that it is ready to be used for a specific purpose*[1]". The subject land would need installation of water, gas, electricity, phone and TV cable, as well as street paving, to comply with this description. Pertinent data about the subject site is as follows.

Location

The property which is the subject of this report is physically located on the southeastern side of Old Missouri Road and Zion Road, including areas lying northeast and southeast of the intersection of Old Missouri Road and Zion Road, in the northeast portion of the city of Fayetteville, Arkansas.

Size and Shape

This lot is irregular in shape and, according to a survey provided to the appraiser by the city of Fayetteville, originally contained 1.134 acres, or +/- 49,397 square feet. There is an area already located within an existing right of way, containing +/- 6,961 SF, making a current area to be valued, before the taking, of +/- 42,436 SF. It is proposed by the city to acquire an additional right of way area containing +/- 6,433 SF, making a remainder area to be valued of +/- 36,003 SF. The site has frontage along Old Missouri Road and Zion Road as shown on the enclosed sketch of Tract 4 provided by the city.

Physical Characteristics

The lot is mostly level and near street grade. Soil is gravelly clay loam but it appears to have adequate stability to support one or two story development, based on the surrounding property improvements.

Utilities

Electricity, gas, water, sewer, phone and TV cable are currently available at the site.

[1] Dictionary of Real Estate Appraisal, Third Edition, published by the Appraisal Institute.

Surroundings

Some undeveloped property lies immediately to the north and west of the subject, and a single-family residential development located to the east.

Easements

Ordinary utility line easements are apparent upon inspection. There appear to be no adverse easements or visible encroachments. However, anyone using this report is advised to consult a survey or abstractor's opinion regarding hidden or unapparent items.

Site Improvements

The site is improved with a small residence. This +/- 676 SF structure is approximately 50 years and is in average condition for its age.

DESCRIPTION OF THE TAKING AND ITS RESULTS

As previously stated, it is proposed that the City of Fayetteville acquire a small area fronting directly along Old Missouri Road and Zion Road, containing +/- 6,433 square feet more or less as defined on the enclosed survey and information provided by the City of Fayetteville.

The property which is the subject of this report originally contained 1.134 acres, or +/- 49,397 square feet. There is an area already located within an existing right of way, containing +/- 6,961 SF, making a current area to be valued, before the taking, of +/- 42,436 SF. It is proposed by the city to acquire an additional right of way area containing +/- 6,433 SF, making a remainder area to be valued of +/- 36,003 SF. After personally inspecting the property and making allowance for the decrease in size of the property as a result of the taking, I concluded there was no damages to the remainder as a result of the taking, other than a reduction in size. The value concluded in this report are contingent on the property being restored to, as close as possible, the same condition it was in before the taking, i.e., restoring all yards, replacing existing fencing, etc. In other words, the remainder can still be utilized for the same Highest and Best Use as before the taking.

HIGHEST AND BEST USE ANALYSIS

According to the 3rd edition of *The Dictionary of Real Estate Appraisal*, published by the Appraisal Institute, page 170, highest and best use is:

> *"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."*

> The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

Physical limitations or features

The site has all utilities available. Within the limitations imposed by these items, as well as soil permeability, size, topography and load bearing characteristics, any of the legally permitted uses are possible.

Legally permitted uses

The main limitations on use involve the requirements of the zoning ordinance of the City of Fayetteville, Arkansas.

Uses that are financially feasible

Given the limitations imposed by physical characteristics, the best feasible use would be a development of the site with multi-family use.

Use that would be most profitable

Single family residential.

Conclusions as to highest and best use of the appraised property

Single family residential.

THE COST APPROACH

In the Cost Approach, an estimated reproduction or replacement cost of the building and land improvements as of the date of the appraisal is developed, together with an estimate of the losses in value that have taken place due to wear and tear, design and plan, or neighborhood influences. To the depreciated building cost estimate is added the estimated value of the land. The total represents the value indicated by the Cost Approach.

The value concluded in this report are contingent on the property being restored to, as close as possible, the same condition it was in before the taking, i.e., restoring all yards, replacing existing fencing, etc. Thus, the Cost Approach was not considered applicable.

THE INCOME APPROACH

In the Income Capitalization Approach, the current rental income (or potential Market Rent) is shown with deductions for vacancy and collection loss and operating expenses. A conclusion about prospective net operating income of the property is developed. In support of this net operating estimate, operating statements for previous years may be reviewed, together with available operating cost estimates. An applicable capitalization method and appropriate capitalization rates are developed for use in computations that lead to an indication of value by the Income Capitalization Approach.

Due to the nature of the subject land, the Income Approach was not considered applicable.

SALES COMPARISON APPROACH

Definition and Discussion of Methodology

The Sales Comparison Approach is defined as:

> **Sales Comparison Approach**[2] — A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

A major premise of the Sales Comparison Approach is that the market value of a property is directly related to the prices of comparable, competitive properties. It is assumed that a typical purchaser will not pay more to buy a property than it will cost to buy a comparable substitute property. The price a typical purchaser pays is usually the result of an extensive shopping process in which he is constantly comparing available alternatives.

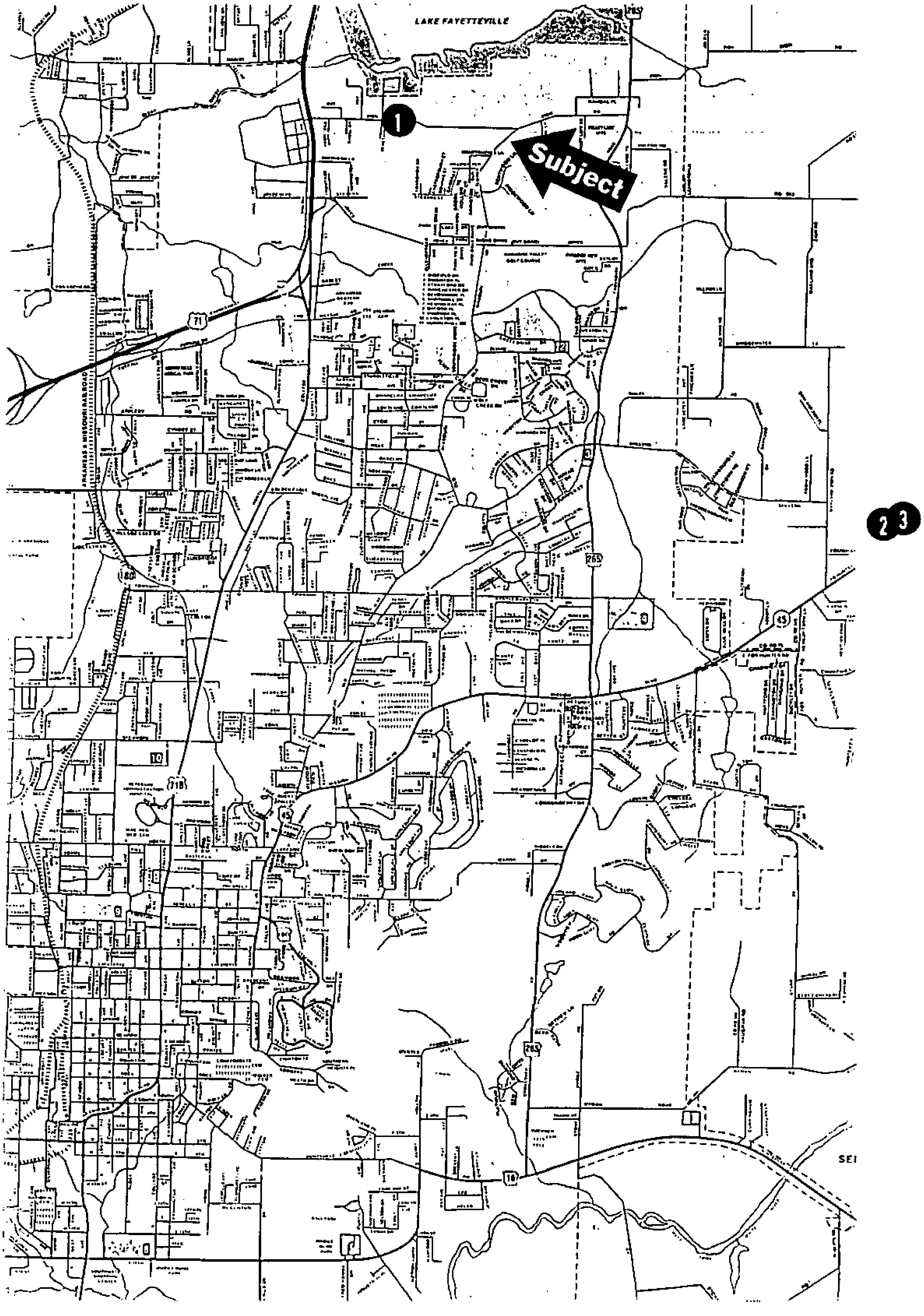
Meanwhile, the seller usually tries to obtain the highest possible price for his property, based on his knowledge of the market. Thus, even though individual sales sometimes deviate from a market norm, a sufficient number tend to reflect the pattern of purchasers and sellers in the market. In applying the sales comparison approach the appraiser takes five steps:

1. Seeks out similar properties for which pertinent sales, listings, offerings and/or rental data are available.
2. Qualifies the prices as to terms, motivating forces and bona fide nature.
3. Compares each of the comparable properties important attributes with the corresponding ones of the property being appraised, under the general division of time, location and physical characteristics.
4. Considers all dissimilarities in terms of their probable effect upon the sales price.
5. Formulates an opinion of the relative value of the property being appraised as compared with the price of each similar property.

Pursuant to this assignment, research was conducted through courthouse records, brokers, realtors and lenders to locate recent sales transactions involving properties similar to the subject. The market transactions listed on the following pages were considered and analyzed in estimating the subject property's value.

[2] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 3rd Ed. (Chicago: Appraisal Institute, 1993), page 318.

COMPARABLE LAND SALES MAP



COMPARABLE LAND SALE NUMBER 1

Grantor:	Charles Ray
Grantee:	Charles Wood
Address:	1606 Zion Road Fayetteville, AR 72703
Legal Description:	Part of the NW ¼ of the SW ¼, Section 24, Township 17, Range 30
Date of Sale:	1/12/94
Instrument:	Warranty Deed
Recorded:	Book: 94 at Page: 03222
County:	Washington
Sales Price:	$38,000
Verified By:	County Records
Terms:	Cash to Seller
Indicated Price:	$19,000 per acre
Dimensions:	Irregular
Size:	2 acres
Zoning:	R-1
Utilities:	Electricity, water, sewer, gas
Topography:	Mostly level and at street grade.
Visibility:	Good
Access:	Along frontage
Corner Influence:	Yes

COMPARABLE LAND SALE NUMBER 2

Grantor:	Mike G. and Brenda J. Price
Grantee:	Neal A. Carter
Address:	Just off Highway 45 East Fayetteville, AR 72703
Legal Description:	Part of the SE 1/4 of the NE 1/4; and part of the NE 1/4 of the SE 1/4 of Section 32, Township North, Range 29 West, Washington County, Arkansas
Date of Sale:	11/12/1996
Instrument:	Warranty Deed
Recorded:	Book: 96 at Page: 71080
County:	Washington
Sales Price:	$87,500.00
Verified By:	Mike Price
Terms:	Cash to seller
Indicated Price:	$16,144 per acre
Dimensions:	Irregular shape
Size:	5.42 acres
Zoning:	None
Utilities:	Electricity, water, gas
Topography:	Gently rolling to moderate slope
Visibility:	Average
Access:	Private drive off of Highway 45
Corner Influence:	No
Comments:	Situated about 750 feet north of Highway 45. Purchased for construction of a "country estate" type home.

COMPARABLE LAND SALE NUMBER 3

Grantor:	Mike G. and Brenda J. Price
Grantee:	Robert R. Daugherty Trust
Address:	Just off Highway 45 East Fayetteville, AR 72703
Legal Description:	Part of the East 1/2 of the East 1/2 of Section 32, Township 17 North, Range 29 West, Washington County, Arkansas
Date of Sale:	11/12/1996
Instrument:	Warranty Deed
Recorded:	Book: 96 at Page: 71059
County:	Washington
Sales Price:	$65,000.00
Verified By:	Mike Price
Terms:	Cash to seller
Indicated Price:	$21,523 per acre
Dimensions:	Irregular shape
Size:	3.02 acres
Zoning:	None
Utilities:	Electricity, water, gas
Topography:	Gently rolling to moderate slope
Visibility:	Average
Access:	Off of Highway 45
Corner Influence:	No
Comments:	Situated on the north side of Highway 45. Purchased for construction of a "country estate" type home.

LAND SALES ADJUSTMENT GRID

Description	Land Sale #1	Land Sale #2	Land Sale #3
Total sales price	$38,000	$87,500	$65,000
Date sold	Jan-94	Nov-96	Nov-96
Market cond. adj.	8,200	6,500	4,900
Adjusted price	46,200	94,000	69,900
÷ # acres	2.00	5.42	3.02
Price per acre	$23,100	$17,343	$23,146
Other adjustments:			
Location	0	0	0
Depth	0	0	0
Shape	0	0	0
Zoning	0	0	0
Topography	0	0	0
Access	0	0	0
View	0	0	0
Size	1,155	1,734	1,157
Adjusted price per acre	24,255	19,077	24,303
x size of subject	0.97	0.97	0.97
Indicated value	23,527	18,505	23,574
ROUNDED TO	**$24,000**	**$19,000**	**$24,000**

The above pertains to Tract 4 and represents its value before the taking. The following provides more detail in regard to the above adjustments.

DISCUSSION OF LAND SALES ADJUSTMENTS

****

Based on general area trends, an adjustment of 5% per year was considered to be realistic for market condition changes related to time. The following adjustments were made for Tract 4 with respect to these sales. All sales are larger, requiring an upward adjustment since price per square foot tends to decrease as size increases. No other adjustments were attempted. After adjustments, a value range for Tract 4, before the right of way taking, is indicated to be between $19,000 and $24,000.

After adjustments, the sales indicated a value of around $22,550/acre (averaged, rounded) which was applied to Tract 4's size of .97 acre to obtain a value indication of $21,850 (rounded).

VALUATION - RECONCILIATION AND CONCLUSIONS

FINAL OPINION OF MARKET VALUE (rounded)..$21,850

FINAL OPINION OF MARKET VALUE AS OF MAY 15, 1998 (before the taking) $21,850

After the taking, Tract 4 will have the following size:

(.97 acre) 42,436 sq. ft. less 6,433 sq. ft. = 36,003 sq.ft. (.83 acre)

Since there is no damage to the remainder as a result of the taking, the unit prices remain the same. Thus the value has been calculated as follows:

Tract 4:	.83 acre (36,003 sq. ft.) @ $22,550/Acre =	$18,717, say $18,700

FINAL OPINION OF MARKET VALUE (rounded)..$18,700

FINAL OPINION OF MARKET VALUE AS OF MAY 15, 1998 (after taking).........$18,700

JUST COMPENSATION DUE OWNERS AS OF MAY 15, 1998.................................$3,150

ASSUMPTIONS AND LIMITING CONDITIONS

ACCEPTANCE OF AND/OR USE OF THIS APPRAISAL REPORT BY THE CLIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THE FOLLOWING ASSUMPTIONS AND LIMITING CONDITIONS:

Limit of liability:

The liability of the appraiser is limited to the client only and to the fee actually received. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment. The appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property - physically, financially, and/or legally. In the case of limited partnerships, syndication offerings, or stock offerings in real estate, the client agrees that if any lawsuit brought by a lender, partner, part owner, tenant, or other party, results in any award or settlements of any type in such suit regardless of outcome, **that the client, who is the intended sole recipient of this report, will hold the appraiser completely harmless in any such action.**

Copies, publication, distribution, and use of the report:

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for any purpose other than its intended use. The signer of this report is a Member of the Appraisal Institute The Bylaws and Regulations of this organization requires its members to control the use and distribution of each report signed by such member.

Therefore, except as hereinafter provided, only the party for whom this report was prepared may distribute copies of this report, **and only in it entirety,** to such third parties as may be selected, but not without prior written consent and approval of the signatory of this report. The physical report remains the property of the appraiser for the use of the client.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or the MAI designation) shall be disseminated to the public through the advertising media, public relations media, news media or any public means of communication without prior written consent and approval of the signer of this report.

Confidentiality and trade secrets:

This appraisal consists of trade secrets and commercial or financial information which is privileged and confidential and exempted from disclosure under 5 U.S.C. 552 (b) (4). The appraiser may not divulge the material contents of this report, the analytical findings and conclusions, or give a copy of this report to anyone other than the client or his designee as specified in writing - except as may be required by the Appraisal Institute as they may request in confidence for ethics enforcement, or by a court of law or body with the power of subpoena. This appraisal is to be used **only in its entirety** and no part is to be used without the whole report.

No change of any item in the report shall be made by anyone other than the appraiser, and the appraiser shall have no responsibility if any such unauthorized change is made. The client shall notify the appraiser signing the report of any request to reproduce this appraisal in whole or part.

Testimony, consultation, and completion of appraisal services:

The contract for appraisal, consultation, or analytical services is fulfilled and the total fee payable upon completion of this report. The appraiser or those assisting in preparation of this report will not be asked or required to give testimony or be subpoenaed in court or any public or private hearing because of having made this appraisal, in full or in part, nor engage in post appraisal consultation with the client or third parties except under separate and special arrangement and at additional fee. A MINIMUM TWENTY DAYS NOTICE MUST BE GIVEN BEFORE COURT APPEARANCE FOR PURPOSES OF REVIEW AND STUDY. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of the issuing party.

Information used:

No responsibility is assumed for the accuracy of information as to description (legal, physical, etc.) of the premises, restrictions, improvements, and income features of the property furnished by others, the client, his designee, or public records. All information furnished by others is assumed to be true, correct, and reliable and a reasonable effort has been made to verify such information. However, no responsibility for its accuracy or the work of possible subcontractors is assumed by the appraiser.

Purchasing power, value change, and market influences:

The estimated market value and the costs used relate only to the effective date of the appraisal. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.

Market value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering and subject to economic changes in the marketplace over time. In appraisals involving the capitalization of future income benefits, the estimate of market value reflects the appraiser's interpretation of income, yields, and other factors derived from general and specific market information. Such estimates are as of the date of appraisal and subject to dynamic changes in the financial markets that may occur.

Legality of use and related studies:

This report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the report. It is assumed that all applicable zoning, building codes, and use regulations and restrictions of all types have been complied with, unless a non-conformity has been stated, defined, and considered in the appraisal report. It is assumed that all required licenses, consents, permits, or other legislative or administrative authority from any local, state, or federal governmental and/or private entity or organization have been or can be obtained or renewed for any use on which the value estimate in this report is based.

No environmental or impact studies, special market study of analysis, highest and best use analysis study, or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. The appraiser reserves the unlimited right to alter, amend, revise, or rescind any of the statements, findings, opinions, values, estimates, or conclusions based upon any subsequent study or analysis, or any previous study or analysis pertinent to the assignment that becomes known to him after the report is finished.

Legal and financial assumptions:

No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable. The property is appraised in gross as free and clear of all mortgages, liens, encumbrances, leases, and servitudes unless so specified within the report.

If this appraisal is used for mortgage loan purposes, it should be noted that specific loan ratios, term, amortization, and equity requirements have not been suggested. This appraisal report and value estimate are subject to change if the physical or legal entity or financing is different than that envisioned in this report.

Architectural, structural, mechanical, and engineering assumptions:

No responsibility is assumed for matters of survey, architectural, structural, mechanical, or engineering nature. The legal description used in this report is assumed to be correct as furnished by the client, his designee, or as derived by the appraiser. No survey of the property has been made by the appraiser. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there is no encroachment or trespass unless noted within this report.

The appraiser has inspected, as far as possible, by observation the land and the improvements thereon. However, it was not possible to personally observe conditions beneath the soil, hidden structural components, or any mechanical components within the improvements and no representations are made as to these matters unless specifically stated and considered in this report. This appraisal is based on there being no hidden, unapparent or apparent conditions of the property site, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering needed to discover such factors. The appraiser does not warrant against the occurrence of problems arising from soil conditions.

All mechanical components are assumed to be in operable condition and states standard for properties of the subject's type. Conditions of heating, cooling, ventilating, electrical, and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment is made as to the adequacy of insulation or energy efficiency of the improvements or equipment. The lender, owner, or buyer should inspect the property **before** purchase or any disbursement of funds. Any of those parties may wish to require mechanical or structural inspection by a qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The appraiser has not been requested to make an investigation of the possible existence of any potentially hazardous insulation or material used in the construction or maintenance of the building, or the possible existence of toxic waste which may or may not have been stored on the property or the possible existence of radon gas on the property.

The appraiser represents that he is **not** qualified to test for the presence or absence of such items and has not considered, and assumes no responsibility for, such products which might render the property more or less valuable. The client is advised to retain an expert in this field if this information is presumed appropriate and necessary.

This appraisal has not considered conditions relating to surface or subsurface waters; including, but not limited to water table, flood plain, flood hazard, or rights, if any, claimed nor or in the future in riparian lands and drainage - unless otherwise noted in this report. The appraiser assumes no responsibility for any costs of consequences arising from the need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

Management of the property:

It is assumed that the property being appraised will be operated under prudent, responsible, and competent ownership and management-being neither inefficient nor super efficient.

Exhibits:

The sketches and maps in this report are included only to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property in other than actual status as of the date of the photos. Site plans are not surveys unless shown from a separate surveyor.

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Component values:

The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. Neither the analysis and conclusions herein nor the allocations of value for land and improvements may be used in conjunction with any other appraisal and are invalid if so used.

Personal property:

Furnishings, fixtures, or equipment of the business operation except as specifically indicated and typically considered as a part of the real estate have been disregarded unless otherwise stated. For some property types, business and real estate interests and values are combined.

Federal after tax analysis:

Any after tax income and investment analysis or measures of return on investment are intended only to reflect possible and general market considerations at an **assumed** value or price paid. The appraiser does not claim expertise in tax matters and advises the client and any other person using this appraisal to seek competent tax advice. The appraiser is in no way to be considered a tax or investment advisor.

☐

RESUME AND QUALIFICATIONS OF NIKKI BELOTE BRADLEY

EDUCATION

Graduate of the University of Arkansas,
B.A., Cum Laude and Phi Beta Kappa.

Arkansas/Oklahoma School of Real Estate
Uniform Standards of Professional Appraisal Practices
Fort Smith, Arkansas
09/92, 15 hrs.

Arkansas/Oklahoma School of Real Estate
Fundamentals of Residential Property Appraisal
Fort Smith, Arkansas
09/92, 15 hrs.

Appraisal Institute
Appraisal Principles, Course 110
Dallas, Texas
05/93, 39 hrs.

University of Arkansas College of Business
Environmental Concerns & Valuation of
Contaminated Properties
Fayetteville, Arkansas
05/93, 10 hrs.

Appraisal Institute
Appraisal Procedures, Course 120
Chapel Hill, North Carolina
07/93, 39 hrs.

Appraisal Institute
Basic Income Capitalization, Course 310
Boulder, Colorado
05/94, 39 hrs.

Appraisal Institute
Standards of Prof. Practice, Course 410/420, Part A & B
Springfield, Missouri
10/94, 27 hrs.

Lifetime Learning
Advanced Appraisal II
Springfield, Missouri
09/95, 15 hrs.

Appraisal Institute
Basic Income Capitalization Applications, Course 320
Orlando, Florida
05/96, 39 hrs.

DESIGNATIONS/AFFILIATIONS:

MAI Affiliate #M922490
Arkansas State Certified General Appraiser, #CG0756
Member of the Ozark Chapter Number 59 of the Appraisal Institute

PROFESSIONAL BACKGROUND

Employed by Belote and Associates since 1990 as Staff Appraiser. Became owner of Belote and Associates in January of 1996.

PARTIAL LIST OF CLIENTS SERVED

University of Arkansas
General Motors Acceptance Corporation
Arkansas Department of Parks & Tourism
McIlroy Bank and Trust of Fayetteville
Superior Federal Savings Bank
First Bank of Arkansas
First National Bank of Fayetteville
First National Bank of Springdale
First Federal Savings Bank of Rogers
United Bank
First National Bank of Rogers
First State Bank of Springdale
First Western Bank and Trust
First Commercial Bank
Arvest Mortgage Company
Bank of Fayetteville
Collateral Mortgage
Chase Manhattan Mortgage Corporation
U.S. Mortgage
Bank of Arkansas

OLD MISSOURI/ZION ROAD INTERSECTION
Project No. 97027

Tract No.	Property Owner	Area of Property	Area in Existing Right of Way	Additional ROW Area to Acquire
1	Pulaski Bank & Trust	14,149 ft^2 (0.325 Ac)		458 ft^2
2	Milton Bill Carnes	88,334 ft^2 (2.028 Ac) (Deed=2.25 Ac)	17,051 ft^2	16,643 ft^2
3	Scott & Carolyn Crook	129,101 ft^2 (2.964 Ac) (Deed=3.01 Ac)	7,830 ft^2	6,039 ft^2
4	Jill R. Jacoway	49,382 ft^2 (1.134 Ac) (Deed=1.13 Ac)	6,961 ft^2	6,433 ft^2
5	Kevin & Sharon Crosson	107,954 ft^2 (2.478 Ac) (Deed=2.488 Ac)	4,188 ft^2	4,507 ft^2
6	Julia Lois Grambort	29,804 ft^2 (0.684 Ac)		3,542 ft^2

EMINENT DOMAIN
III.A.66

County Real Estate Assessment Record

Parcel Number 765-15624-000

Property Type RI

Location Address 4260 | | | OLD MISSOURI | RD

Owner JACOWAY, JILL R.

Mailing Address 404 W LAKEVIEW

SPRINGDALE AR 72764

Value Information

Current year 1995

	Appraised	Assessed
Land value	17,500	3,500
Imp. value	7,150	1,430
Total value	24,650	4,930

Legal Description

Lot | Block | Section-Township-Range 24-17-30

Addition 24-17-30 FAYETTEVILLE OUTLOTS

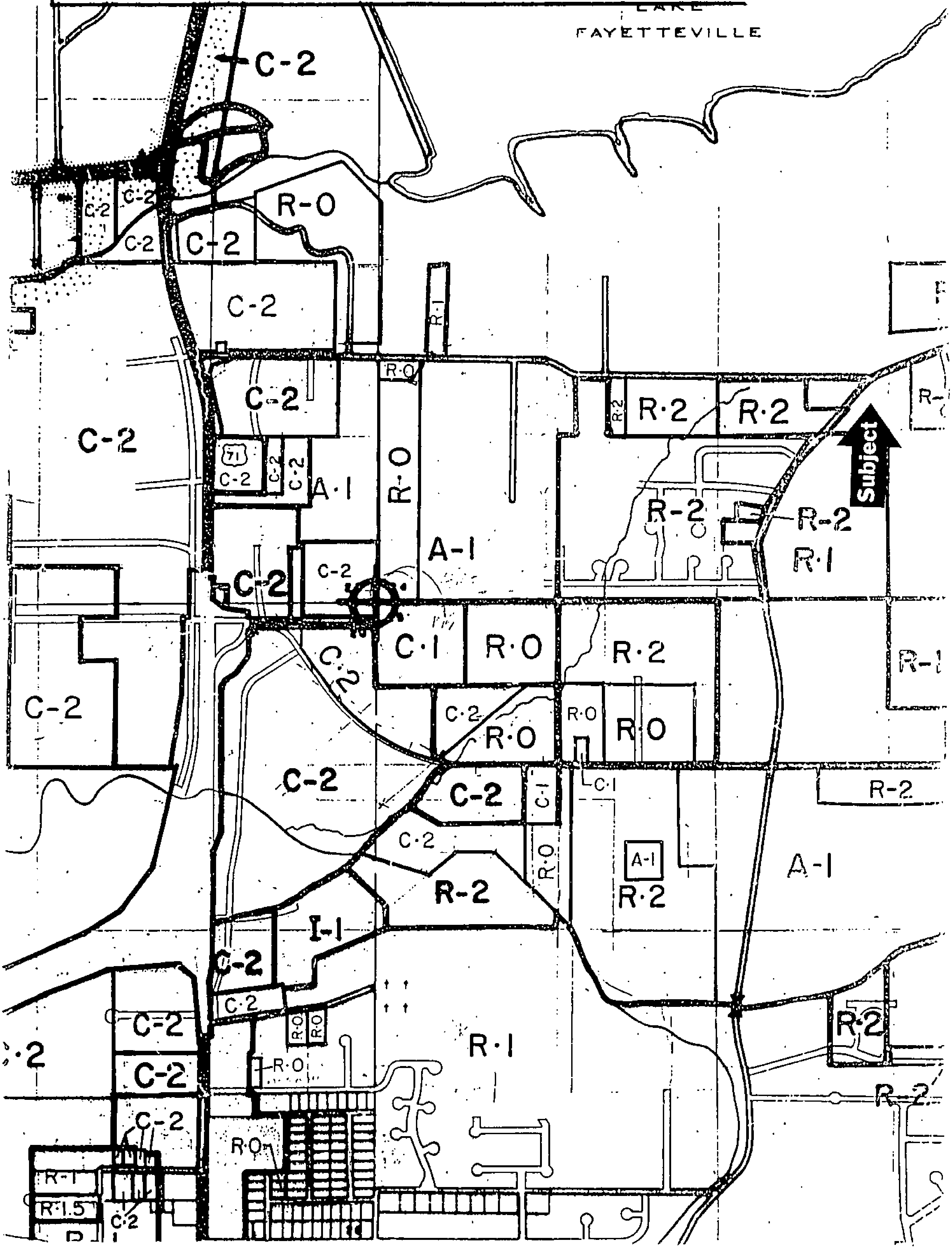
Legal PT NW SE 1 A.

Deed 07/10/95 | 95-03461 | WD | 132.00 | 40,000

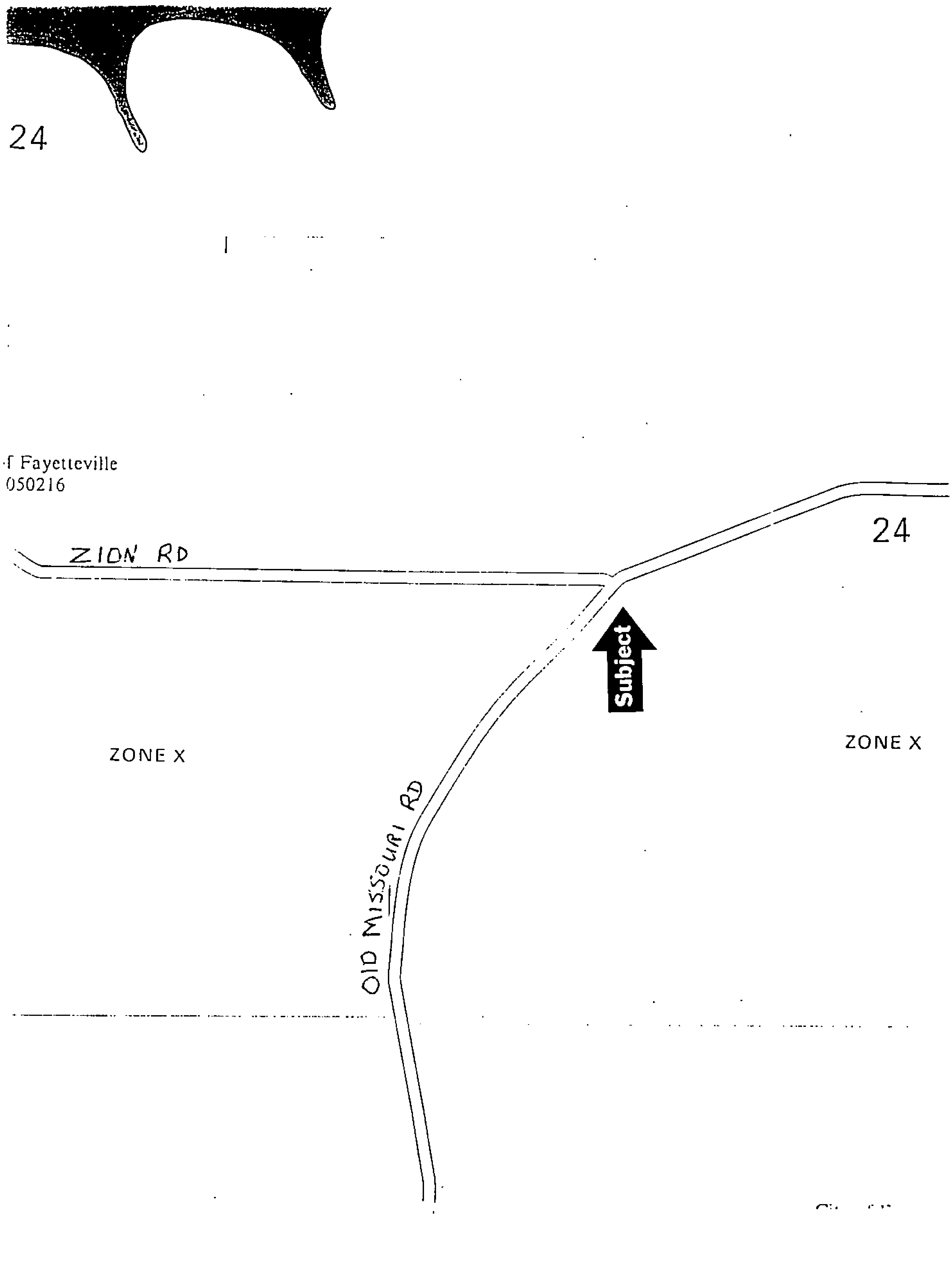
School District SPRINGDALE SCHOOLS

City description FAYETTEVILLE

FAYETTEVILLE ZONING MAP



FLOOD MAP # 05143C0101 C



STAFF REVIEW FORM

XX AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of December 1, 1998

FROM:

Steve Davis	Budget & Research	Admin Services
Name	Division	Department

ACTION REQUIRED: Approve a resolution adopting the 1999 City of Fayetteville Annual Budget & Work Program.

COST TO CITY:

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

BUDGET REVIEW: ___ Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

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

STAFF RECOMMENDATION: Approval of 1999 Proposed Annual Budget & Work Program.

Division Head — 11/18/98 Date

Cross Reference

Department Director — Date

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

Administrative Services Director — 11/19/98 Date

Prev Ord/Res #:

Mayor — 11/19/98 Date

Orig Contract Date:

H:\BUDGET\BUDDOC\BUDMISC\AGENDA.BUD

_ _ _ _ _ _ ˙TEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor

FROM: Kevin Crosson, Administrative Services Director KDC

DATE: November 18, 1998

SUBJECT: **1999 Proposed Annual Budget - Presentation**

The 1999 Proposed Annual Budget & Work Program will be submitted to City Council at a budget retreat on November 30, 1998 at 4:30 P.M. (or following the City Council tour) in room 326 of the City Administration Building. City staff will distribute and present the proposed budget at the budget retreat.

A schedule of additional budget retreats will be submitted for Council review and approval. Copies of the 1999 Proposed Budget will be made available for public review at the Mayor's Office, City Clerk's Office, the Fayetteville Public Library, the Fayetteville Chamber of Commerce, and the City's web site on Tuesday, December 1.

1999 BUDGET
III.B.3

1999

City of Fayetteville, Arkansas

Proposed
Annual Budget
and
Work Program

RZ 98-19
III.C.1

STAFF REVIEW FORM

X Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of December 1, 1998.

FROM:

Alett Little	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve RZ98-19 rezoning which was submitted by Jorgensen and Associates on behalf of Tom Terminella for property located north of Township East extension. The property is zoned A-1, Agricultural, and contains approximatley 45.87 acres. The request is to change the zoning from A-1, Agricultural, to R-1, Low Density Residential.

COST TO CITY:

$0		
Cost of this request	Category/Project Budget	Category/Project Name
Account Number	Funds used to date	Program Name
Project Number	Remaining balance	Fund

BUDGET REVIEW: ______ Budgeted Item ______ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	Date 11-16-98	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and the Planning Commission approved the request with a unanimous vote 9-0-0.

Alett Little Division Head	11/13/98 Date	**Cross Reference**
Department Director	11-17-98 Date	New Item: **Yes** **No**
Administrative Services Director	17 NOV 98 Date	Prev Ord/Res#: ________
Mayor	11/17/98 Date	Orig Contract Date: ______

RZ98-19: REZONING
TERMINELLA, pp294)

This rezoning was submitted by Jorgensen and Associates on behalf of Tom Terminella for property located north of Township East extension. The property is zoned A-1, Agricultural, and contains approximately 45.87 acres. The request is to change the zoning from A-1, Agricultural, to R-1, Low Density Residential.

Staff recommended approval of the requested rezoning.

Dave Jorgensen was present on behalf of the developer to address the Commission on this rezoning request.

Discussion

Hoffman: Do you anticipate any increased runoff or pollution to the creek as a result of this development?

Jorgensen: The width of the flood plain at that particular point is 50 feet from the centerline to 75 feet wide so we're making our lots that back up to the creek extra deep for that reason.

Hoffman: You don't propose any channelization?

Jorgensen: At this particular point, no.

Public Comments

No one was present to address the Commission regarding this rezoning request.

MOTION

Mr. Ward made a motion to approve the rezoning.

Mr. Reynolds seconded the motion.

Roll Call

Upon roll call, the motion to approve the rezoning request was approved by a unanimous vote of 9-0-0.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone:
501-575-8264

PLANNING DIVISION CORRESPONDENCE

TO:	**Fayetteville Planning Commission Members**
THRU:	**Alett S. Little, City Planner**
FROM:	**Brent Vinson, Assoc. Planner**
DATE:	**November 9, 1998**

REQUEST:

RZ 98-19.00: Rezoning (Terminella, pp 294) was submitted by Jorgensen and Associates on behalf of Tom Terminella for property located north of Township East extension. The property is zoned A-1, Agricultural, and contains approximately 45.87 acres. The request is to change the zoning from A-1, Agricultural, to R-1, Low Density Residential.

RECOMMENDED MOTION:

RZ 98-19.00: Staff recommends approval of the requested rezoning from A-1 to R-1.

PLANNING COMMISSION ACTION: __YES__ **Required**
_____ **Approved** _____ **Denied**

Date: November 9, 1998

Comments:

CITY COUNCIL ACTION: __YES__ **Required**
_____ **Approved** _____ **Denied**

Date: __/__/__

BACKGROUND :

This site is currently undeveloped. The property owners are Pauline Eams and Wilma Carney. The property slopes to the east and is partially covered with trees. It is located north of Township extension and southwest of Brookbury Subdivision. Access will be from the new Township extension currently under construction and also from Hwy. 265. The applicant has requested R-1, Low Density Residential zoning which allows up to four units per acre. The R-1 zoning should be compatible with the surrounding property allowing development of approximately 135 housing units. The site borders and is sometimes included in areas of 100 year floodplain on the east side which will dictate certain design requirements if further development is desired. The property has approximately 596' of frontage along Hwy. 265.

ADJACENT LAND USE AND ZONING:

North:	Single Family, Undeveloped, A-1
South:	Single Family and School, R-1 and P-1
East:	Undeveloped, Single Family, A-1
Northeast:	Single Family, R-1
West:	Single Family, A-1 and R-1

INFRASTRUCTURE:

Streets: The site is adjacent to Hwy. 265, a principle arterial, and to the new Township extension.

Water: There is a waterline along the east side of Hwy. 265.

Sewer: There is an 18" sewerline on the east side of the property.

LAND USE PLAN:

General Plan 2020 shows this area as residential adjacent to a mixed use area to the south.

RZ98-19.00 FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The proposed rezoning will allow the development of the land for residential purposes as shown on General Plan 2020 Future Land Use Plan.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **There are many considerations that determine how property can be developed and at what price an individual is willing to pay for a particular piece of property. A professional market and feasibility study would be necessary to completely understand the current supply and demand for property zoned R-1.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **Rezoning this property to R-1 will not create or appreciably increase traffic danger and congestion.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **Rezoning this property to R-1 will alter the population density, however, the increase should not overburden 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.

Finding: **N/A**

JORGENSEN & ASSOCIATES
CONSULTING ENGINEERS, INC.

City of Fayetteville
113 W. Mountain
Fayetteville Ar 72701

10/6/98

Att: Planning Dept
Re: Rezoning of Terminella Property

Enclosed herewith is the application and pertinent information for the rezoning of the Terminella property. This property is located North of Township extension and Southwest of Brookbury Subdivision. The rezoning request is form A-1 to R-1 (single family). Access will be from the new Township extension currently under construction and also from Hwy 265. The property slopes to the East and is partially covered with trees. There is an existing waterline on the East Side of Hwy 265 and an 18"sewer on the East Side of the property.

The R-1 zoning should be compatible with the surrounding property. Property to the West is R-1 and to the North is A-1. To the Northeast is R-1 and the East and South is A-1.

Traffic circulation should be no problem with two directions for egress/ingress.

Please call if you need any additional information.

Thank you.

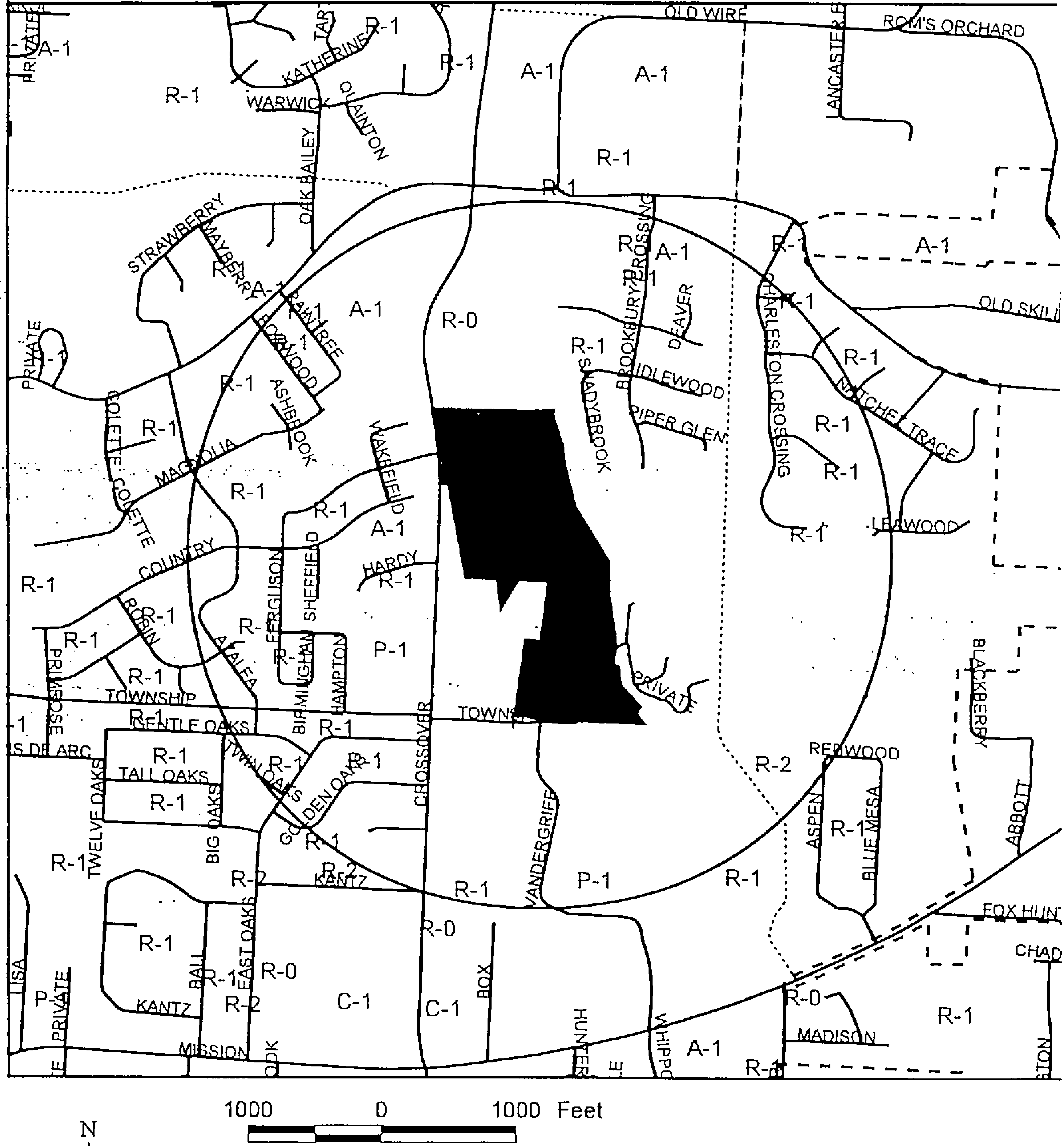
Sincerely,

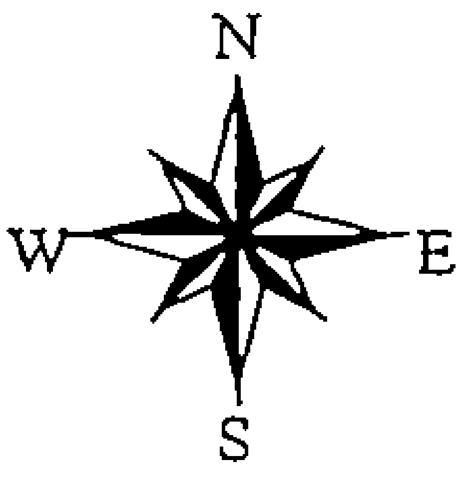
David L. Jorgensen

David L. Jorgensen, P.E.

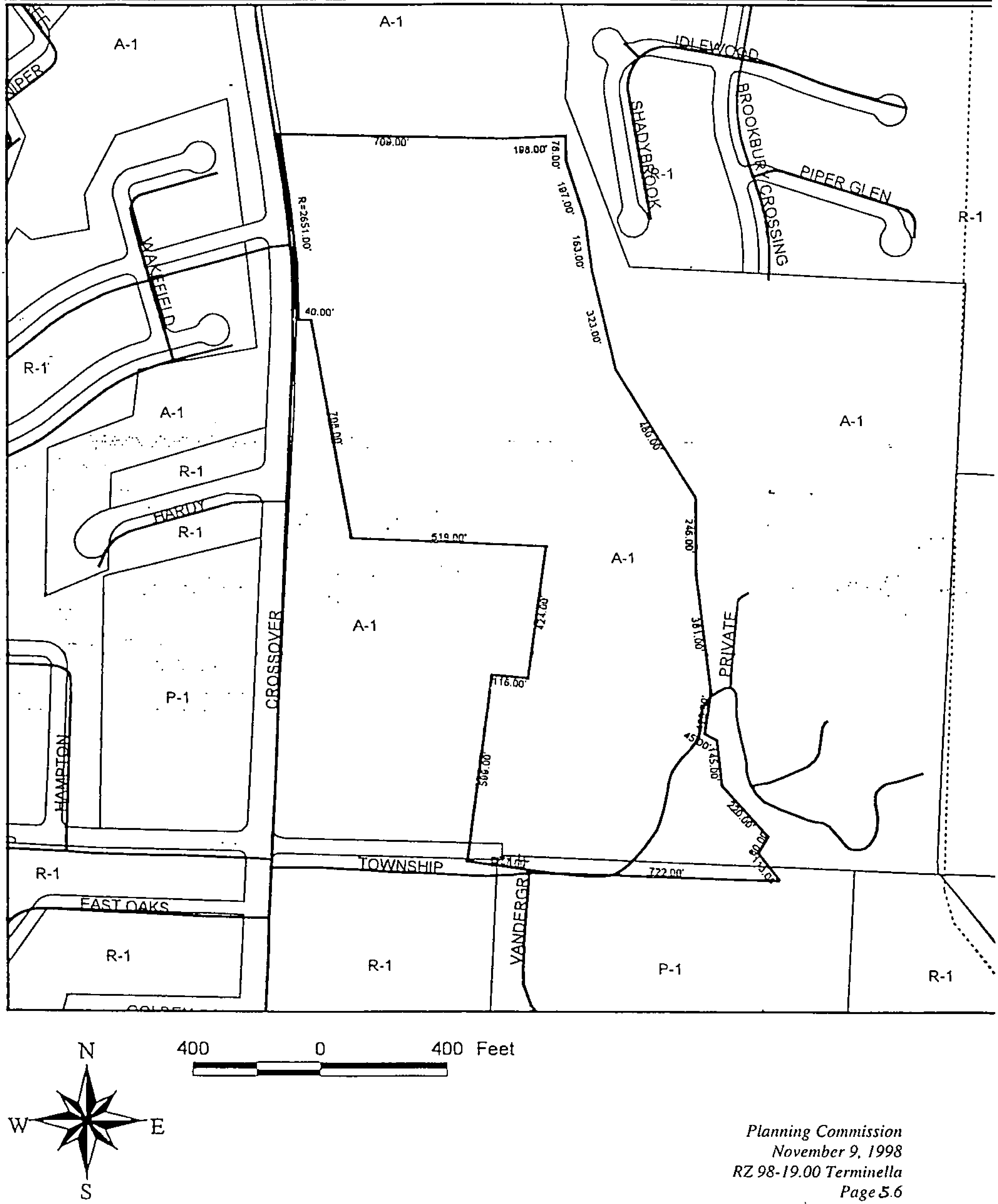
2013 GREEN ACRES RD., SUITE A • FAYETTEVILLE, ARKANSAS 72703 • (501) 442-9127

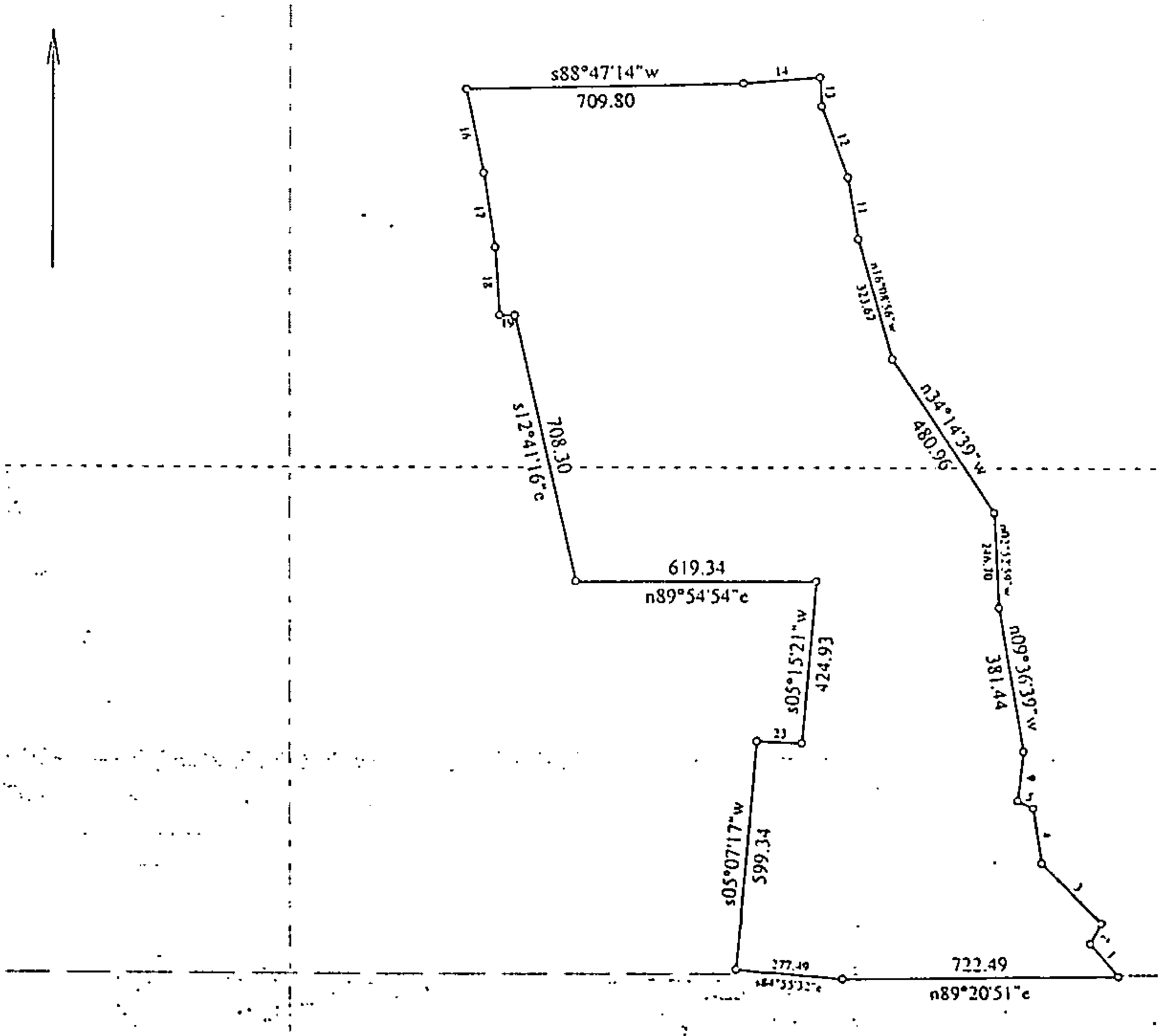
RZ98.00-19.00 - Terminella - One mile Diameter





RZ98.00-19.00 - Terminella - Close Up



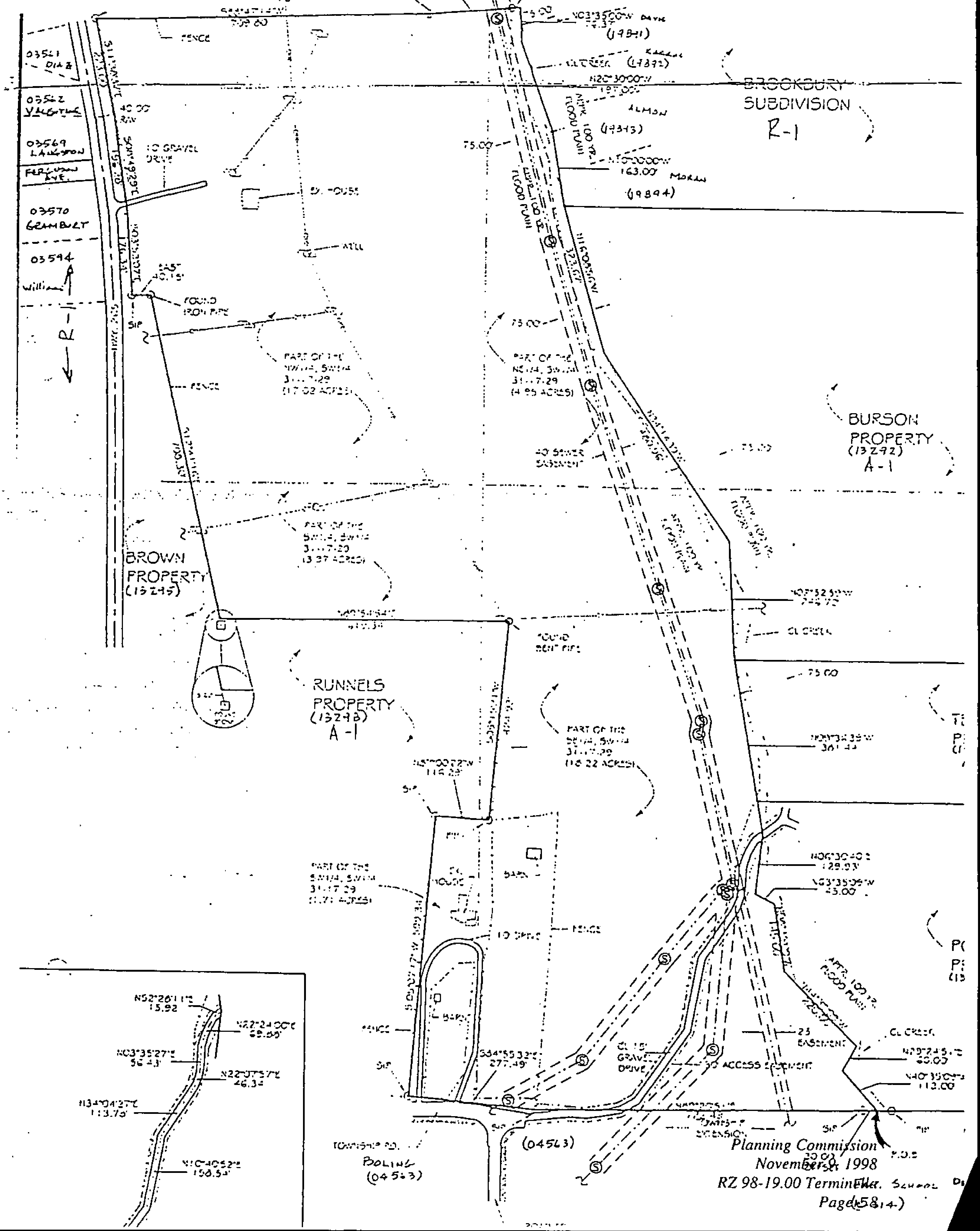


Title: RZ98.00-19.00 - Terminella	Date: 10-28-1998
Scale: 1 inch = 500 feet	File: TERM.DES

Tract 1: 45.858 Acres: 185582.5 Sq Meters: Closure = s15.0623e 0.07 feet: Precision =1/105261: Perimeter = 7595 feet

001=/sw,sw,31,17n,29w	011=n34.1439w 480.96	021=s90e 40.15
002=/s89.2051w 499.24	012=n16.0856w 323.67	022=s12.4116e 708.30
003=n40.3509w 113.00	013=n10.0000w 163.00	023=n89.5454e 619.34
004=n29.2451e 60.00	014=n20.3000w 197.00	024=s05.1521w 424.93
005=n44.3509w 220.00	015=n03.3500w 76.37	025=n87.0022w 116.29
006=n08.3509w 145.00	016=s85.2859w 198.88	026=s05.0717w 599.34
007=n63.3509w 45.00	017=s88.4714w 709.80	027=s84.5532e 277.49
008=n06.3040e 129.93	018=s11.3837e 223.00	028=n89.2051e 722.49
009=n09.3639w 381.44	019=s08.4929e 196.28	
010=n02.5259w 246.70	020=s03.5307e 176.34	

RZ 98-19
III.C.10



Planning Commission
November 9, 1998
RZ 98-19.00 TerminElla. School
Page 58

STAFF REVIEW FORM

_X_ Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of December 1, 1998.

FROM:

Alett Little	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To review and approve changes to the Underground Utility Ordinance which was forwarded to the Planning Commission from the Ordinance Review Committee for their review and comment.

COST TO CITY:

$0		
Cost of this request	Category/Project Budget	Category/Project Name
Account Number	Funds used to date	Program Name
Project Number	Remaining balance	Fund

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: ____________

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	11-16-98 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommends approval of the changes to the draft ordinance and the Planning Commission vote to amend the current Ordinance with a vote of 6-3-0. Commissioner Forney, Commissioner Hoover, and Commissioner Johnson voted in opposition to the proposed changes.

Alett Little Division Head	11/13/98 Date	**Cross Reference**
Department Director	11/17/98 Date	New Item: **Yes** **No**
Administrative Services Director	17 Nov 98 Date	Prev Ord/Res#: ________
Mayor	11/17/98 Date	Orig Contract Date: ______

§ 160.123 Underground utility wires in new developments.

(A) In the new residential developments requiring planning commission approval and new commercial developments all ***new*** utility wires, lines, and/or cables in said developments utilized by electric and/or telecommunications companies shall be placed underground. ***New transmission lines of 34.5 Kv and above shall be exempt from this section. Existing lines 12.4 Kv or below shall be placed underground and existing lines greater than 12.4 Kv are exempt from being placed underground.***

(B) In case of hardships, (including but not limited to financial, geological, environmental, or regulatory) unique to the subject property, the planning commission may grant a waiver, on a permanent or temporary basis, to allow the erection, construction, installation, maintenance, use or operation of poles and overhead wires and associated overhead structures.

(C) Overhead wires, supporting structures, and associated structures of a temporary nature which provide temporary service shall be exempt from this section. A permit may be obtained from the planning administrator for said temporary service, addressing the nature and duration of said service, shall be required. ~~Transmission lines of 34.5 Kv and above shall be exempt from this section.~~

(D) Nothing herein shall be construed to usurp the authority of the Arkansas Public Service Commission and in all instances of conflict, the rules and regulations of said Arkansas Public Service Commission shall prevail.

Post-it® Fax Note R7673 | Date 11/30 | # of pages 10
To BOBBY FARRELL
Fax#
From Heather
Phone# 575-8323

AD98-30: ADMINISTRATIVE ITEM
UNDERGROUND UTILITY ORDINANCE

Discussion

Conklin: The Planning Commission has met with Ozarks Electric and the City of Bentonville. At the last meeting, there was some consensus to add the word "new" to page 6.3 which is the original ordinance passed by the City Council. The material in strike out was what was proposed to be deleted. The material in bold is what was proposed by the Ordinance Review Committee. My understanding was that there was interest in adding the word "new" in Section A as follows:

(A) In the new residential developments requiring planning commission approval and new commercial developments all *"new"* utility wires, lines, and/or cable in said developments utilized by electric and/or telecommunications companies shall be placed underground.

Additionally, Section C would remain unedited as follows:

(c) Overhead wires, supporting structures, and associated structures of a temporary nature which provide temporary service shall be exempt from this section. A permit obtained from the planning administrator for said temporary service, addressing the nature and duration of said service, shall be required. Transmission lines of 34.5 Kv and above shall be exempt from this section.

One of the reasons for doing this is that if you require all new utility lines to be placed underground, it would exempt existing lines. Developers are not putting anything over 12 Kv in their development. Only the utility companies are using lines larger than that. The example they gave us where you may have a development that has line over 12 Kv would be for like a General Motors plant which would required an enormous amount of electricity. That would be in modification to what the City Council Ordinance Review Committee sent down to this Commission. It's the Commission's option tonight either to discuss this at our next meeting or you can act on it and decide whether or not you want to add that one word or make other changes.

Johnson: There is one other change that I think I would recommend on page 6.2:

2. Only existing lines above 12 KV shall be exempt from this section.

In our presentation last week, it appeared as if those were the lines that should be exempt.

Conklin: Page 6.3 was included as the entire ordinance. On Page 6.2 you see an ordinance that was drafted to delete a section of the existing ordinance and then replace it with that language.

Johnson: What is Page 6.3?

Conklin: That is the existing ordinance showing the language the Ordinance Review Committee wants to delete. Page 6.2 is the Draft Ordinance containing language which they want to add to the existing ordinance.

Reynolds: I thought they wanted to bury 12 Kv and below. And anything above that would be left on existing poles.

Odom: Let me clarify. The City Council revisited this ordinance.

Conklin: That is correct.

Odom: They did their revisions and conducted hearings on it and they sent it to us essentially just to say, here it is, yes or no. Or did they send it to us with instructions to do with it what you may. What are our instructions?

Conklin: According to the memo from Kit Williams, this was brought back before you for "review and comments." I think the issue is the waivers which have been granted in the past. They are trying to look at the ordinance and modify it in a manner that will work for the City of Fayetteville. In our discussions, it was determined that anything over 12 Kv, Ozarks or SWEPCO would be putting that line in. The developer does not install anything above 12 Kv lines in a development.

Hoffman: In the new commercial developments, in the research park, and so on, did he not say that the larger lines would likely be buried for appearance purposes and they would be greater than 12 Kv new lines and replacing existing overhead lines with new. I would like our ordinance to be able to address that and require that new lines be placed underground.

Conklin: As part of what the developer is installing?

Hoffman: Suppliers. SWEPCO or Ozarks.

Odom: As it's fixing to read, all that would be above ground.

Conklin: That is correct. This is a major change from what we've been looking at. That you as a developer have a piece of land you are subdividing and doing a large scale development and you have an overhead line going across this piece of land, all that you would be required to do was put the electric to serve your development underground. The existing line would remain above ground.

Hoffman: That's fine if the existing line remains above ground. But, if the existing line is removed and upgraded to a large service for the entire development, it seems to me that as a Planning Commission we have an obligation that we try to improve the aesthetics of the City. And in doing so, we can encourage new lines to be placed underground.

Estes: The addition of the word "new", I think I was the one that first suggested that and the reason is that as the ordinance now reads, new residential development or new commercial development but yet with existing lines, the developer can complete the development and the existing lines are left above ground. If there are to be new utility wires then those go underground. That was my thinking and that was my reasoning. A very pragmatic example of that is the old Mazzio's Pizza or the new proposed Wendy's Restaurant, we have new construction but we have existing lines. If there are to be new lines put in the development then they go underground. The existing lines remain above ground. In examples that have been suggested, the Business Park, the Research Park, if there are existing lines and they come down -- if there is a new line on the property it goes underground. Then you drop on down to the exemptions and lines 12 Kv and above are exempt.

Hoffman: I'd like to send something back to Council but I'm not sure if I'm ready to.

Public Discussion

Colleen Gaston residing outside the City but working and owning property in the City addressed the Commission. She urged the Commission to take the position to try and improve the aesthetics of Fayetteville and encourage utilities to be underground.

Further Discussion

Ward: I want to send it back to the Council and let them deal with it. It was their original policy and their intent was that this was going to be all new utility lines would be underground. It came from them. They were wanting an active ordinance. Let's send it back to them and let them come up with their own version. We've heard it all before and the developers have taken it straight up to City Council and got unanimous approval of the way they wanted it.

Hoffman: I thought we discussed tonight to put in an important exemption for them back in the ordinance.

Ward: I think so, too. Adding the word "new" like Bob has suggested and leaving the 34

Kv lines in there, I think we have accomplished what the City Council originally intended to do all along.

Odom: So we just want to send the minutes of this meeting?
Estes: No. It's been sent to us for comment and I think we need to send something definitive back.

MOTION

Mr. Estes made a motion to send the ordinance back to the City Council with the addition of the word "new" in subsection A to read:

> In new residential developments requiring Planning Commission approval and new commercial developments, all new utility wires, lines, and/or cables in said development utilized by electric and/or telecommunications companies shall be placed underground.

Mr. Ward seconded the motion.

Further Discussion

Odom: What about the exemption?

Estes: That was Commissioner Johnson's language.

Odom: Would you like to make an amendment to the motion?

Johnson: If the motion stands as stated, does the affect of that not require new 34.5 Kv wires to go underground?

Estes: No. In Ordinance Section 166.013 subsection B, the exemption - that is exempted out.

Johnson: And so you're going to continue to exempt out new lines 12 Kv? Section 2 as it reads, lines of 12 Kv and above.

Estes: We have a memo from Alderman Williams telling us that after serious discussion with power companies, the ordinance was revised to exempt power lines of 12 Kv and above rather than the 34.5 Kv that now exists. That's the draft copy that was enclosed and sent to us.

Odom: In our discussions with the utility companies there appears to be some type of problem in burying lines over 12 Kv.

Hoffman: There is a great deal of expense involved in burying existing lines. You have to rip them up and bury them. But the problem is, I don't want to exempt new lines. I don't want to exempt raw land from putting big transmission lines underground if they are not there. Existing lines of 12 K or greater than 12 Kv and above would be exempt.

Odom: So number 2 in your opinion should read only existing lines of 12 Kv and above shall be exempt from this section.

Hoffman: Correct. Am I being clear enough?

Odom: So is there an amendment to the motion.

Johnson: No. I'll pose no amendments.

Reynolds: You have to change 6.3.

Odom: Only existing lines of 12 Kv and above are exempt.

AMENDMENT TO THE MOTION

Ms. Hoffman made an amendment to the motion as follows:

Draft Ordinance Section 160.13 (B)(2) should read:

2. Only existing lines above 12 Kv shall be exempt from this section.

Mr. Estes seconded the amendment to the motion.

Further Discussion

Estes: Would that contemplate say if the utility companies decides to upgrade the lines along College Avenue.

Odom: They are existing.

Estes: But, if they are upgrading those.

Hoffman: Twenty years from now, hopefully they will. At that time, they will be required to be underground.

Reynolds: I think the City has some money in the CIP program to help bury the lines along

North College.

Hoover: I'm not going to be in favor of this new proposed ordinance. I like the original ordinance and after visiting with all the different utility companies, it seems like our particular problem is an attitude and philosophy and I'm not willing to back off. I like the original ordinance.

Forney: I would appreciate it if the Commission could update me about the meeting last Friday. I was unable to attend that at which representatives of Ozarks Electric and SWEPCO attended. I thought the meeting on Thursday with the representative from Bentonville left me with the feeling that it was not too much to ask that all 12 Kv lines in the City be buried when redevelopment took place. I realize that in Bentonville, they don't have any to re-bury because they don't have them up in the first place. We have heard tales of exorbitant cost for switching gears at both ends of the up and down which apparently are not necessary north of Fayetteville. I hope that there might be something informative by way of SWEPCO and Ozarks Electric.

Estes: What the amendment does is all the utility wires go underground. The exemption is only existing lines of greater than 12 Kv are exempt. So, in new construction, if there is new wire, it goes underground. I would not anticipate our City Council would pass this. I view this as being a much stronger piece of legislation than we now have. If there is new residential construction, if there is new commercial construction and new wire, it goes underground. What is exempt? Existing lines greater than 12 Kv.

Odom: Before, we were trying to clean things up. According to the current ordinance, that Mazzio's thing should go underground? Why isn't it going underground? Probably because the cost is so great. Yet, elsewhere, it is being done.

Hoffman: I think is our attempt to compromise. It's not as strong an ordinance as the original yet does accomplish what I think that the utility companies are already doing in new residential development anyway. They are burying them. There were some discussions about the order in which the houses are built in each subdivision. If the developer goes to the end of the cul de sac and puts those in first then he is charged and a rebate is made as it goes along but it is all underground in new residential.

Forney: As I understood it from the staff on Thursday, they could not come up with an example of a residential subdivision in which overhead electric was installed. So I don't think we need this ordinance to accomplish that. I'm not concerned about residential.

Hoffman: We have to lump it in with commerical.

Forney: I think we are strictly talking about commerical here. I don't think this has anything to do with residential as I understand it.

Conklin: I can't think of one residential subdivision that has above ground electric.
Odom: We ran into this with the first waiver request out on Salem Road where there is an existing line. And we required the developer to bury the existing main line. Not just what was in the development but an existing line. This ordinance would not require that.

Tucker: Called from the question.

Roll Call

Upon roll call the motion passed with a vote of 6-3-0. Commissioner Forney, Commissioner Hoover and Commissioner Johnson voted against the motion.

Meeting adjourned at 7:18 p.m.

TTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

MEMO

To: Conrad Odom, Chairman
Fayetteville Planning Commission

From: Kit Williams
Fayetteville City Council

Date: October 12, 1998

Subject: Underground Utilities

The Ordinance Review Committee met on September 22 to discuss Section 166.13, Underground Utility Wires, of the U.D.O. in an attempt to clarify the intent of the ordinance.

Representatives of both power companies were present and the discussion centered around the size of line that should be exempted, as well as whether the ordinance covered existing power lines. After a serious discussion with the power companies, the ordinance was revised to exempt power lines of 12 kv and above rather than the 34.5 kv that now exists. A draft copy of the change is enclosed.

Since this ordinance originated from the Planning Commission, the Council Ordinance Review Committee agreed to send it back to you for review and comments. Please place this item on your next scheduled meeting.

CV:msm

enclosure

c Charles Venable
Alett Little

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

Underground utility wires in new developments.

(A) In the new residential developments requiring planning commission approval and new commercial developments all utility wires, lines, and/or cables in said developments utilized by electric and/or telecommunications companies shall be placed underground.

(B) In case of hardships, (including but not limited to financial, geological, environmental, or regulatory) unique to the subject property, the planning commission may grant a waiver, on a permanent or temporary basis, to allow the erection, construction, installation, maintenance, use or operation of poles and overhead wires and associated overhead structures.

~~(C) Overhead wires, supporting structures, and associated structures of a temporary nature which provide temporary service shall be exempt from this section. A permit obtained from the planning administrator for said temporary service, addressing the nature and duration of said service, shall be required. Transmission lines of 34.5 Kv and above shall be exempt from this section.~~

1. Overhead wires, supporting structures, and associated structures of a temporary nature which provide temporary service shall be exempt from this section. A permit obtained from the City Planner for said temporary service, addressing the nature and duration of said service, shall be required.

2. Lines of 12 Kv and above shall be exempt from this section.

(D) Nothing herein shall be construed to usurp the authority of the Arkansas Public Service Commission and in all instances of conflict, the rules and regulations of said Arkansas Public Service Commission shall prevail.

(Ord. No. 3997, §§1--4, 10-1-96)

RECORD DESTRUCT
III.E.1

STAFF REVIEW FORM

_x_ Agenda Request
___ Contract Review
___ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF December 1, 1998

FROM:

Gina Roberts	City Clerk	City Clerk
Name	Division	Department

ACTION REQUESTED:

Adopt a resolution authorizing destruction of Records.

COST TO THE CITY:

$ 0	$	
Cost of this request	Category/Project Budget	Category/Project Name
Account Number	Funds used to date	Program Name
Project Number	Remaining Balance	Fund

BUDGET REVIEW:
___ Budgeted Item   ___ Budget Adjustment Attached

Budget Coordinator   Administrative Services Director

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

Accounting Manager   Date   Internal Auditor   Date

X [signature]   11-18-98

City Attorney   Date   ADA Coordinator   Date

Purchasing Officer   Date

STAFF RECOMMENDATION:

Division Head   Date

X Heather Woodruff   11/18/98

Department Director   Date

Administrative Services Director   Date

X Fred Hanna   11/19/98

Mayor   Date

FAYETTEVILLE

RECORD DESTRUCT
III.E.2

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Fayetteville City Council

FROM: Gina Roberts, Microfilm Clerk

DATE: November 18, 1998

SUBJECT: Destruction of Records

Attached is a listing of records that are ready for destruction. All of the records have been microfilmed, and the original document has been maintained for the required length of time. The microfilm will be maintained as a permanent record.

COUNCIL ACTION REQUESTED: Adopt a resolution authorizing destruction of the records as listed on the attached pages.

Attachment

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

RECORD DESTRUCT
III.E.3

DESTRUCTION LIST FOR 1997

ACCOUNTING/FINANCE:

1986 and 1987 Travel and Training Files
1992 Accounts Receivable Paid Invoices
1992 HMR and Supplemental Beverage Files
1992 Payroll Clerks Terminated Employee Files
1993 Bonus Payroll Register
1993 Retired Police and Fire Pension Register
1993 Vendor Files A thru Z and Numerical Files
1993-94 Safety Incentive Awards Register
1994 Bonus Payroll Register
1994 Comp Time Conversion Report from Personnel to Payroll Clerk
1994 Daily Cash Sheets Pool Concession (back-up for deposit) 5-29-94 thru 8-28-94
1994 Pay Plan Adjustments Register
1994 Payroll Registers
1994 Payroll Time Sheets and File Maintenance PR #1 thru #26
1994 Retired Police and Fire Pension Register

BUSINESS OFFICE:

Meter Reads from PC Listing (PEL) 12-13-95 thru 2-13-97
Meter Reads for PC Listing (PEL) 8-23-96 thru 12-27-96

CITY ATTORNEY FILES:

1987 City Attorney Legal Documents 1-9-87 thru 12-17-87

CITY CLERK FILES:

City Council Agenda's from 11-5-91 thru 12-15-92

CITY MANAGER/MAYOR FILES:

Old City Managers Files from 1965 thru 1991

CITY PROSECUTOR:

*Old Tried Cases from 1979

DESTRUCTION LIST FOR 1997

COMMUNITY DEVELOPMENT:

Community Development Rehab Files from 1970 thru 1981
1992 Community Development Vendor Files, Rehab Files, Escrow Grant Rental Rehab Files
*1994 Community Development Taxi Coupons

ENGINEERING:

Engineering Chronological Files 10-1972 thru 9-1975

INSPECTION DEPARTMENT:

Inspection Street Permit Files from 12-1993 thru 10-1994

INTERNAL AUDITORS:

Internal Auditors contract files from 1985 thru 1994 K-95 thru K-466
Internal Auditors contract files from 1992 thru 1993 K-156 thru K-396

MUNICIPAL COURT:

1984 City Daily Receipts Journal Adjustment Entries

PERSONNEL:

1996 Rejected Applications

PURCHASING DEPARTMENT:

Diesel Audit Papers (Copies of Vendor Files) 1973 thru 1981
1987 RFP
1987-90 Misc. Insurance Files
1988 Bid #817
1989 RFP Pay Survey
1990 Bid Files
1991 Bid Files
1991 Pink Copies of Purchase Orders
1992 Bid Files
1993 Bid Files
1993 Pink Copies of Purchase Orders
Purchasing Vendor Master List as of 2-4-94

RECORD DESTRUCT
III.E.5

DESTRUCTION LIST FOR 1997

SHOP DEPARTMENT:

1986 and 1987 Work order add-ons
Shop Vehicle Fuel Usage Reports 7-1988 thru 2-1991
Diesel Vehicle Records form 1988 thru 1991
Shop Vehicle Maintenance Files-Fuel Logs from 1994 and 1995

TRAFFIC DEPARTMENT:

1984-1987 Tickets with a Zero Balance to be cleared from System
Certified Letter Receipts 9-1986 thru 11-87
Daily Updates-Parking Issue and Receipts Journal Entries 6-26-90 thru 12-28-90.
1990 Inventory Issue Edit List
1990 Parking Card Maintenance Update
1990 Parking Payments Listing and Current and Not Posted Payments
1990 Listing of Issued and Not Posted Tickets
1990 Updated Journal Entries 1-2-90 thru 6-25-90
Voids- Parking Issues and Receipts Journal Entries 10-90 thru 12-90
1990 Closed Workorder Edit List

WATER/SEWER:

Water and Sewer Warehouse Issue Slips Inventory Report 1992
1993-1994 Water/Sewer One Call Verification Reports

* Files that are not Filmed but can be destroy after being in storage for length of time required.