FINAL AGENDA

FOR THE FAYETTEVILLE CITY COUNCIL MEETING
FEBRUARY 16, 1999

* **STATE OF THE CITY ADDRESS**

I. CONSENT AGENDA

A. **APPROVAL OF THE MINUTES:** Approval of the minutes from the February 2, 1999 meeting.

B. **WATER AND SEWER REFUNDING BONDS:** A resolution approving a letter agreement with Kutak Rock to perform bond counsel services in connection with the proposed issuance of water and sewer refunding bonds. The cost is not-to-exceed $35,000, plus out-of-pocket expenses to be paid from bond proceeds. Additionally, to authorize the Budget Coordinator to execute any budget adjustments necessary to implement this refunding.

C. **ULTRAVIOLET DISINFECTION SYSTEM:** Moved to New Business, II.D.

D. **ROLL FORWARD LIST OF 1998 FUNDS:** The City Council is requested to approve a budget adjustment which will allow for the rollforward of all projects or items in progress which were appropriated in the 1998 Budget. The items which are approved will become part of the 1999 Budget.

E. **JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT:** Approve grant application for Juvenile Accountability Incentive Block Grant and the attached budget adjustment. Add one officer and the required operational expenses to the 1999 Budget.

F. **ARKANSAS AVIATION TECHNOLOGIES GRANT AGREEMENT:** Acceptance of a pass-through grant from the Arkansas Department of Economic Development to the Northwest Arkansas Aviation Technologies Center for the purpose of establishing an Aviation Maintenance Technology Program (A&P) at Drake Field; approval of an agreement with Northwest Arkansas Aviation Technologies Center; and approval of a budget adjustment recognizing the grant and related expenditure.

G. **HANGAR RENOVATION:** Authorization for the mayor to execute contracts in excess of $20,000 for the work associated in renovating the executive hangar leased by NWA Aviation Technologies Center in an amount not to exceed $205,000 for the complete project and approve a budget adjustment establishing a project budget to perform the necessary tenant improvements.

H. **NAMING "RAVEN TRAIL":** A resolution naming the proposed Keenan property trail, "Raven Trail."

I. **CIV 98-29:** Settlement offer for Mr. Walter Robinson for legal action taken to obtain certain lands along Gregg Avenue in Fayetteville, and Wilkerson Avenue in Johnson for the Mudd Creek Bridge Project

J. **WIDENING HWY. 265:** Approval of a resolution authorizing the Mayor and City Clerk to execute Warranty Deeds conveying City-owned property, part of Fire Station No. 5 and part of the former Caudle property, both on Crossover Road, to the Arkansas State Highway Commission, as right of way on the expansion of Arkansas State Highway 265.

II. NEW BUSINESS

A. **VA9811-VACATION:** To approve ordinance VA98-11 vacation submitted by Dave Jorgensen of Jorgensen and Associates on behalf of J.B. Hayes for property located at the north end of Emerald Avenue. The property is zoned R-O, Residential Office. The request is to vacate a 100 square feet right of way at the north end of the property.

B. **MASTER STREET PLAN:** To approve a resolution amending the Master Street Plan as recommended by the Planning Commission and Street Committee.

C. **CABLE FRANCHISE FEE:** A resolution to include the franchise fee as part of the gross revenues of the cable operator.

D. **ULTRAVIOLET DISINFECTION SYSTEM:** Approval of a resolution awarding bid number 99-18 to the selected bidder, who will be determined after the bid opening on February 5, 1999, for the ultraviolet disinfection system for the Paul R. Noland wastewater treatment facility.

E. **CMN BUSINESS PARK APPEAL:** Appeal of one condition of approval of the CMN Business Park II, Phase II; approved by Planning Commission January 12, 1999.

F. **CLEAR CREEK BRIDGE REPLACEMENT:** A resolution approving expenditure of funds to cover cost of construction of Clear Creek Bridge Replacement in Johnson.

C.C. 2/16/99

ROLL					
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
MAYOR HANNA	✓				
CONSENT	TT HD				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
MAYOR HANNA					
VA 98-11	8-0-0. RA BD 2ND.	BD H 3RD	approved		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
MAYOR HANNA					
			8-0-0.		

2/16/99 C.C.

(2)

MASTER STREET PLAN	CY KR		
DANIEL	✓		
SANTOS	✓		
YOUNG	✓		
RUSSELL	✓		
REYNOLDS	✓		
AUSTIN	✓		
DAVIS	✓		
TRUMBO	✓		
MAYOR HANNA			
	8-0-0.		
CABLE FRANCHISE FEE	HD/KS.		
DANIEL	✓		
SANTOS	✓		
YOUNG	✓		
RUSSELL	✓		
REYNOLDS	N		
AUSTIN	N		
DAVIS	N		
TRUMBO	N		
MAYOR HANNA	N		
	Failed 4-5-0		
ULTRA VIOLET DISINFECTION SYSTEM	RA CY		
DANIEL	✓		
SANTOS	✓		
YOUNG	✓		
RUSSELL	✓		
REYNOLDS	✓		
AUSTIN	✓		
DAVIS	✓		
TRUMBO	✓		
MAYOR HANNA			
	8-0-0		

CC 2/16/99

(3)

CMN BUSINESS PARK APPEAL	HP not in place of sec. 99	RA / RZ	amend ord # 4 yes	
DANIEL		✓		
SANTOS		✓		
YOUNG		✓		
RUSSELL		✓		
REYNOLDS		✓		
AUSTIN		✓		
DAVIS		✓		
TRUMBO		✓		
MAYOR HANNA				
		5-3-0. # 30		

CLEAR CREEK BRIDGE REPLACEMENT				
DANIEL		✓		
SANTOS		✓		
YOUNG		✓		
RUSSELL		✓		
REYNOLDS		✓		
AUSTIN		✓		
DAVIS		✓		
TRUMBO		✓		
MAYOR HANNA				
		8-0-0.		

DANIEL				
SANTOS				
YOUNG				
RUSSELL				
REYNOLDS				
AUSTIN				
DAVIS				
TRUMBO				
MAYOR HANNA				

adj. 8:20 pm

C.C. 2/16/99

State of the City 1998

Fayetteville, Arkansas

Delivered by Mayor Hanna to the Members of the City Council and Citizens of Fayetteville

February 16, 1999

This year, the word "infrastructure" has been quite popular. I am proud of the way our infrastructure has kept pace and stayed ahead of our unprecedented growth. Our trash is collected on schedule each week. Our traffic lights help citizens drive our streets safely. Clean water comes into our homes and an award-winning plant treats it when it leaves. We enjoy 3,000 acres of greenspace, a park for every week of the year. Animals are cared for humanely. Fires are put out and even prevented. Police protect us and help our children stay drug-free. All these things - and many more- are infrastructure, and we can be proud of ours.

I encourage all citizens to read our City's ***1998 Fourth-Quarter Report*** which lists our yearly statistics and compares them to last year, almost all of which show an increase. It is available through my office or on our City's website. There are far too many numbers to note individually here, but I think our citizens will see how well their tax dollars are spent in keeping this a first-class place to live.

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This year, our FIRE DEPARTMENT's Children's Safety House hosted over 2,000 children and over 250 adults in just the last 3 months of 1998 alone. We began construction on our newest fire station which will expand fire protection for the entire city, especially the southwest, south central and west central areas.

Fire personnel responded to almost 1,700 emergency calls this year, with an average response time of 3.77 minutes.

Our POLICE DEPARTMENT continues to protect and serve us in an exemplary way. Central Dispatch handled over 43,000 calls, up from the previous year. Officers made 365 drug arrests and seized almost 1,000 ounces of marijuana, cocaine and methamphetamine which would otherwise have been on the streets.

The DARE program in our schools ("Drug Abuse Resistance Education") made contact with 6,680 young people, nearly 3 times the previous year. And our Crime Prevention Unit made over 18,000 contacts, over 4000 more than last year.

The motorcycle unit joined the popular bicycle program, and I am happy to state that our crime rate dropped about 25% last year, despite increased population.

We continue to care for our animal inhabitants through our ANIMAL SERVICES DIVISION. In 1998 we renovated our old shelter. Over a third of more than 2,000 animals sheltered last year were from outside Fayetteville, mostly from the unincorporated areas of the County. The good news is that over a thousand were adopted or reclaimed.

Our 1999 BUDGET and other City information is available on our website, which had almost 5000 visits in the last three months of 1998 alone. The City's finances are in excellent shape, winning several awards this year including our Comprehensive Annual Financial Report (CAFR) receiving the top award again this year from the national Government Finance Officers Association. As we look to 1999, there is a lot of talk about the "Y2K" situation. We are ensuring that all our services, including Police, Fire, Central Dispatch, water distribution and traffic lights are Year 2000 compliant.

COMMUNITY DEVELOPMENT continues to provide neighborhood revitalization and public service to our citizens, including the Elderly Taxi Program and the operation of the Yvonne Richardson Community Center. Housing rehabilitation and neighborhood improvements enhance and preserve older areas through federal grants and other funding.

ENGINEERING by the City has brought forth projects such as the cost-share with the City of Johnson on the Clear Creek Bridge, the Sunbridge Extension, improvements to the Highway 45 area, the Sixth Street Extension, and the Mud Creek/Gregg Street bridge.

The City's INSPECTION DIVISION issued almost 700 building permits and granted over 3,000 mechanical and other permits. This Division made over 22,000 inspections in 1998 for a building area of about 2 ½ million square feet, totaling almost $85 million. Over 2,000 requests for Property Enforcement Inspections were performed in 1998.

Our PARKS AND RECREATION Division is a favorite of our citizens. In 1998, crews mowed over 2,000 acres of parkland and city greenspace. Repairs and improvements were made to our parks. We thank SWEPCO for the generous donation of lights for Gulley Park to replace those vandalized by the less civic-minded. Basketball, flag football, volleyball and Fall softball had 110 teams with

almost 2,000 citizens participating. Last summer, we had almost 15,000 people enjoying the music of popular bands at free concerts in Gulley Park.

We continue to make our sidewalks safe and accessible with hundreds of feet of new sidewalk. Our City's beautiful Square Gardens were enjoyed by thousands of citizens and visitors during 1998.

Last year we saw the approval of the residential curbside bin recycling program, expansion of commercial recycling programs, and keeping a high level of service for our increased customer base by distributing informational materials to our citizens. In 1998, we collected over 22,000 tons of solid waste on commercial routes; over 11,000 tons on residential routes and about 4,000 tons of recycling. We collected almost 700 tons of brush, leaves and grass which we then composted and distributed to our citizens to help beautify their property and our city.

The STREET DIVISION resolved over 1,800 service requests in 1998. As the increased number of vehicles in our city get bigger & heavier, they take a toll on our streets. Our Street Division paved over 100,000 square yards of roadway, swept nearly 2,000 miles of street lanes, cleaned over 35,000 feet of ditches, repaired 438 feet of guardrails and installed over 1,200 feet of drainage.

Our TRAFFIC DIVISION performed almost 2,000 traffic sign and signal repairs, including vandalism to school zone flashers.

Did you know that Fayetteville has over 470 miles of water line? That's farther than the distance from here to New Orleans, and is maintained by 9 employees of our WATER AND SEWER DIVISION. With increased demand on both water and sewer systems, our lines were repaired and maintained to prevent leaks and line breaks. We repaired 69 fire hydrants and took over 900 samples to ensure safe drinking water. Over 150 manholes were repaired, and we cleaned almost 140 miles of sewer line to guard against backflow to our homes.

Where did sewer lines take over 4 *Billion* gallons of flow which left our homes and businesses last year? Our WASTEWATER TREATMENT PLANT, which endured the challenges of radical weather extremes in 1998 to receive its 3rd Regional EPA Environmental Excellence Award, our first National EPA Environmental Excellence Award, Fayetteville Chamber of Commerce Business Ecology Award, and approval from the Arkansas Department of Pollution Control and Ecology for our Industrial Pretreatment Program. This plant has treated our waste in all types of conditions with virtually no permit violations. We have every reason to be proud of our Wastewater Treatment Plant as it is operated by OMI

(Operations Management International).

A major issue for 1999 will be reaching the capacity of our present plant and determining the most feasible plan for treating increased demand. Our new City Council will face some important decisions in the coming year. If capacity is reached before a new plant is in operation, it will cost more to treat in order to maintain our permit, and violations could bring heavy fines for non-compliance. A building moratorium would be possible, not only for Fayetteville but also for our regional partners whose wastewater we treat: Elkins, Farmington, Greenland and parts of Johnson. Public meetings have been held throughout 1998 and we look at 1999 as a year when hard decisions must be made.

Fayetteville's AIRPORT is also looking to the future after a year of change. Through FAA grants and other outside funding, Drake Field is poised to remain a great asset to this community. Our general aviation facilities remain strong, and we are on the threshold of establishing the premier aviation A&P School (Airframe and Powerplant) in the entire region to develop a skilled workforce who can be trained and employed in our area.

Your MAYOR'S OFFICE has had the privilege of serving citizens by responding to their concerns, delivering speeches & proclamations for special events, issuing press releases, and working with the Office of Emergency Services in case of disaster. We honored Martin Luther King and partnered with the University in the Campus/Community Coalition for alcohol-related issues. Our ADA Committee assesses the needs of the disabled. Our Heritage Committee donated a $20,000 grant to protect Evergreen Cemetery. City staff decorated the Square for "Lights of the Ozarks," and helped host the First Night NewYear's Eve celebration, a positive way for families to usher out last year and see in the new year of 1999.

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This evening, we've talked about "infrastructure" and looked at a lot of numbers. I believe Fayetteville is more than numbers, it is about people who take pride in living here, people who quietly give their time & talent to make this an even better place. They prefer to remain the unsung heroes of our community, but just for tonight, let's see them and hear what they have to say:

[VIDEO]

"Citizens of Fayetteville and Council Members, the state of our city is strong"

MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL

A regular meeting of the Fayetteville City Council was held at 5:30 p.m. February 2, 1999, in room 219 of the City Administration Building, 113 West Mountain, Fayetteville, Arkansas.

ITEM CONSIDERED	ACTION TAKEN	
Approval of the Minutes	Approved	
Gregg Avenue	Approved	Res. 10-99
Trolley Operations Agreement	Approved	Res. 11-99
Bid 99-11	Approved	Res. 12-99
Airport Lease Modifications	Approved	Res. 13-99
Fire Station #4	Approved	Res. 14-99
ADS Environmental Services	Approved	Res. 15-99
LDS and Glide Slope	Approved	Res. 16-99
Library Master Plan	Approved	Res. 17-99
Northwest Arkansas Aviation	Approved	Res. 18-99
Water and Sewer Bonds	Approved	Res. 19-99
RZ 98-23.00	Approved	Ord. 4137
VA 98-13.00	Approved	Ord. 4138
RZ 98-24.00	Approved	Ord. 4139
Backflow Prevention	Approved	Ord. 4140
Stonegate Subdivision Greenspace Waiver	Approved	Res. 20-99
OMI Amendment No. 4	Approved	Res. 21-99

PRESENT
Mayor Fred Hanna
Aldermen:
Robert Reynolds
Ron Austin
Bob Davis
Trent Trumbo
Heather Daniel
Kevin Santos
Cyrus Young
Kyle Russell
City Attorney
Jerry Rose
City Clerk
Heather Woodruff
Staff, Press and Audience

MINUTES
OF THE
FAYETTEVILLE CITY COUNCIL
FEBRUARY 2, 1999

A meeting of the Fayetteville City Council was held on February 2, 1999 at 5:30 p.m. in the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Mayor Hanna, Aldermen Reynolds, Austin, Davis, Trumbo, Daniel, Santos, Young and Russell; City Attorney Jerry Rose; City Clerk Heather Woodruff, Public Works Director Charles Venable, Administrative Services Director Kevin Crosson, Planning Director Alett Little, press and audience.

ABSENT: None.

Alderman Daniels announced a former alderman, Joan Chapman, had died January 26, 1999. She recognized her accomplishments and services.

CONSENT AGENDA
Mayor Hanna stated they would be removing item E. Water and Sewer Refunding Bonds from the Consent Agenda.

APPROVAL OF THE MINUTES
The approval of the minutes from the January 19, 1999 meeting.

GREGG AVENUE
A resolution approving partial payment of $35,000 to the Arkansas Highway and Transportation Department for preliminary engineering for the design of improvements and widening of Gregg Avenue from Highway 71 B north to Mud Creek Bridge.

RESOLUTION 10-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

TROLLEY OPERATION AGREEMENT
A resolution approving an agreement between the City and Jones Transportation Services for the provision of trolley operations services for March 1, 1999 through December 31, 1999 and providing for four one-year renewals.

RESOLUTION 11-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

BID 99-11
A resolution awarding Bid 99-11 to Ferrara Fire Apparatus, Inc., in the amount of $167,747 for a new fire department pumper.

RESOLUTION 12-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

AIRPORT LEASE MODIFICATIONS
A resolution approving the modification of lease agreements with all four car rental agencies currently serving Drake Field.

RESOLUTION 13-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

FIRE STATION #4
A resolution awarding Bid 99-14 to Heckathorn Construction in the amount of $611,520 and approval of a 5% contract contingency.

RESOLUTION 14-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

ADS ENVIRONMENTAL SERVICES
A resolution awarding contract for flow monitoring and services to ADS Environmental Services, in the amount of $235,455, approval of a contingency of $9,400 and sales tax of $10,945, less a trade in of $31,000, for a net cost of $224,800.

RESOLUTION 15-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

LDA AND GLIDE SLOPE
A resolution approving a lease and transfer agreement with Federal Aviation Administration in the amount of $627,220 providing for the Localizer-Type Directional Aid (LDA) with Glide Slope (GS) facility site and transfer of associated equipment, and approval of a budget adjustment.

RESOLUTION 16-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

LIBRARY MASTER PLAN
A resolution amending a contract with Meyer Scherer and Rockcastle, LTD. in the amount of $34,465 to extend the Master Plan for Library Services and Facilities to evaluate two design options; and the approval of a budget adjustment.

RESOLUTION 17-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

NORTHWEST ARKANSAS AVIATION
A resolution approving a lease with Northwest Aviation Technologies Center to lease an executive hanger located at 4248 south School Avenue and approval of a budget adjustment to bring the building up to current building code standards.

RESOLUTION 18-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

There were no comments.

Alderman Daniel moved to approve the Consent Agenda. Alderman Davis seconded the motion. The motion carried unanimously.

OLD BUSINESS

NEW BUSINESS

WATER AND SEWER BONDS
The Mayor introduced a resolution approving a letter agreement with Stephens, Inc. to perform underwriting services in connection with the proposed issuance of water and sewer refunding bonds. The cost is $9.50 per $1,000 of bonds issued to be paid from bond proceeds.

Mayor Hanna stated there would be no cost to the city, unless they decided to refinance the bonds. If they did, then it would come back before the city council for approval. Before any money or decisions were made it would have to come before the Council. This would only allow the bond firm to get bids on the bonds.

Mr. Crosson explained in 1992 the city had issued bonds to help finance the reinforcement of their system. Their first call date would be in 1999. They would be allowed to call the bonds at 103 % at that point. They were taking this as a opportunity to refinance. They were estimating their issuance expense at $150,000, a net savings would be approximately $600,000. They would bring the issue back to the council when they were ready to make a decision.

Alderman Trumbo thought it would be the prudent thing to do.

Alderman Young asked if there would be any out of pocket expenses if they did not float the bonds.

Mr. Brain Swain replied there could be a small fee of a couple of thousand dollars.

Alderman Daniel moved to approve the resolution. Alderman Austin seconded. Upon roll call the motion carried unanimously.

RESOLUTION 19-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

BID WAIVER
The Mayor introduced an ordinance providing for a bid waiver to purchase a self-propelled wedge foot roller for use in the Street Maintenance Program.

City Attorney Rose read the ordinance for the first time.

Alderman Austin moved to suspend the rules and go to the second reading. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

City Attorney Rose read the ordinance for the second time.

Alderman Santos moved to suspend the rules and go to the third and final reading. Alderman Daniel seconded. Upon roll call the motion carried unanimously.

Mayor Hanna recognized the good job the Street Department had been doing.

Mayor Hanna called for the vote. Upon roll call the motion carried unanimously.

ORDINANCE 4136 AS RECORDED IN THE OFFICE OF THE CITY CLERK-
RZ 98-23
Mayor Hanna introduced an ordinance approving rezoning request RZ 98-23 changing 19.74 acres from A-1, Agricultural, to R-O, Residential Office. This request was submitted by Kurt Jones of Crafton, Tull on behalf of Washington Regional.

Alderman Young stated he would be abstaining because he worked for the firm representing the item.

Alderman Trumbo stated this would be a nice addition.

City Attorney Rose read the ordinance for the first time.

Mr. Jones stated they had submitted a large scale development for this property. They were planning to make improvements to the existing ponds. The developer was willing to make assurances not to disturb the pond. He thought the pond would be classified as a wet land.

Alderman Daniels expressed concern about the springs being disturbed during construction. She thanked them for preserving the pond.

Mr. Jim Tim? stated they were going to try and make the pond a focal feature and they had hoped to make it a park like setting.

Alderman Davis moved to suspend the rules and move to the second reading. Alderman Reynolds seconded the motion. Upon roll call the motion carried 7-0-1, Alderman Young abstaining.

City Attorney Rose read the ordinance for the second time.

Alderman Russell moved to suspend the rules and move to the third and final reading. Alderman Davis seconded. Upon roll call the motion carried by a vote of 7-0-1. Alderman Young abstaining.

Mayor Hanna called for the vote. Upon roll call the ordinance carried by a vote of 7-0-1. Alderman Young abstaining.

ORDINANCE 4137 AS RECORDED IN THE OFFICE OF THE CITY CLERK

VA 98-13.00
Mayor Hanna introduced an ordinance approving vacation request VA 98-13.00 as submitted by Andre and Marcos Gies vacating a portion of the 50' wide Cedar Street right-of-way located between lots 5 and 6 of the Garner-Larimore Addition, Block B subject to the existing utility easements and sewer easements were required.

City Attorney Rose read the ordinance for the first time.

Alderman Daniel noted the Planning Commission had approved the vacation unanimously.

Alderman Davis moved to suspend the rules and go the second reading. Alderman Daniel seconded. Upon roll call the motion carried unanimously.

City Attorney Rose read the ordinance for the second time.

Alderman Santos moved to suspend the rules and go to the third and final reading. Alderman Daniel seconded. Upon roll call the motion carried unanimously.

City Attorney Rose read the ordinance for the third and final time.

Mayor Hanna called for the vote. Upon roll call the motion carried unanimously.

RZ 98-24
Mayor Hanna introduced an ordinance approving rezoning request RZ 98-24, submitted by Deborah and Calvin Laningham for property located at 731 North Leverett to rezone .40 acres from C-1, Neighborhood Commercial to R-3, High Density Residential.

City Attorney Rose read the ordinance for the first time.

Alderman Daniel stated the staff had been concerned about parking. She asked if there was a bill of assurance that the developer would only construct eight units.

Ms. Little, Planning Director, stated they did not have a bill of assurance, but they had seen the initial plans for the site and only eight units had been planned. She stated there was room for only eight. They would not be able to approve the building permit unless there was adequate parking. She did not know that a bill of assurance should be required. She had noted the parking to caution the developer not to expect a large number of units. She reiterated a building permit would not be issued unless there was adequate parking.

Alderman Daniel stated she was very interested in limiting the size of this development.

In response to questions from Alderman Reynolds, Ms. Little stated there had been a rezoning request for this property three years ago to rezone the property from R-3 to C-1. The previous plan did not come to pass. They were requesting the property be rezoned back to its original zoning. She added this would allow for the reuse of the property. The Planning Department did not have an official submission of the plans. She had looked at the plans and most of the units were one bedroom.

Alderman Austin thought this was the type of improvement the city should encourage, by replacing old buildings with new and increasing the density in the downtown area.

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

City Attorney Rose read the ordinance for the second time.

In response to questions from Alderman Russell, Ms. Little explained the parking ordinance required one parking space per bed room, whether the apartments were two bedroom or one bedroom. The parking would be based on the number of bedrooms.

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

City Attorney Rose read the ordinance for the third and final time.

Mayor Hanna called for the vote. Upon roll call the ordinance passed unanimously.

ORDINANCE 4139 AS RECORDED IN THE OFFICE OF THE CITY CLERK

BACKFLOW PREVENTION

Mayor Hanna introduced an ordinance amending Chapter 51, Water and Sewers, of the Code of Fayetteville, to add Section 51.146, Backflow Prevention, providing for Cross Connection Control Standards and requirements for the design, construction and maintenance of connections to the public water supply.

City Attorney Rose read the ordinance for the first time.

In response to comments from aldermen, Mr. Crosson stated the city had increased staff to accommodate the requirements of the Federal Government and the Arkansas Department of Health. The city had been following their requirements for some time. The city had been waiting for them to finalize their requirements before passing an ordinance.

In response to questions from Alderman Daniels, Mr. Jim Smith gave several examples where the backflow prevention would be beneficial. He added this would help protect the public water supply. He thought there would be approximately 1500 accounts which would be affected by this. He added a large majority of them would already meet this requirement.

Alderman Daniel moved to suspend the rules and go to the second reading. Alderman Davis seconded. Upon roll call the motion carried unanimously.

City Attorney Rose read the ordinance for the second time.

Alderman Santos moved to suspend the rules and go the third and final reading. Alderman Austin seconded. Upon roll call the motion carried unanimously.

City Attorney Rose read the ordinance for the third and final time.

Mayor Hanna called for the vote. Upon roll call the motion carried unanimously.

ORDINANCE 4140 AS RECORDED IN THE OFFICE OF THE CITY CLERK

STONEGATE SUBDIVISION
Mayor Hanna introduced a resolution waiving Ordinance 3793 and accepting money in lieu of park land as a requirement for Stonegate Subdivision.

Alderman Daniel stated she was not in favor of this waiver because this was a large development. She noted the Parks Department would only be receiving $20,000. She added the Parks department's reasoning for their recommendation had been based on the fact there was no other land for them to connect to increase the size of the park. She noted the existing parking land was not conveniently located. She felt the new residents would be land locked. She added they did not have to spend a lot of money on the park and suggested paths and park benches.

Mr. Terry Gulley, Parks Department, stated there would be two entrances into the subdivision one by Manor Drive, the other would be in Boardwalk Subdivision. He noted Park Place and Boardwalk also had greenspace. He noted this property was very steep and there was the possibility there would be a retention pond located on the property. He noted this would be the smallest amount of park land they would have ever taken. He continued they were looking for a larger piece of land in that area. They were wanting something along Hwy 265.

Ms. Brenda Theil, Parks Board, stated the proposed lots were three quarter acre lots. The park would only be one and one quarter acres. She noted the yards would almost be as large as the park. She noted the development would only have fifty-one lots. She noted the property had a steep slope. She added the Parks Board had voted 6-1 for the greenspace waiver. She thought it would be pointless to have such a small park with such large lots.

Alderman Trumbo thought the city needed to increase the dollar amount. He felt the land had been undervalued.
Alderman Daniel stated they did not have to be formal park. It could be left greenspace, which would be environmentally friendly.

Ms. Theil replied in the type of subdivision proposed the residents would complain. She did not believe that it would work in that area.

Mr. Crosson stated a lot of the complains the city received was that these parks that were taken in subdivision was that they resembled vacant lots when they did not mow them.

Alderman Austin thought a private individual would do a better job than the city could.

Ms. Theil stated the land proposed for the park was a low area where a pond might be located. She thought the land would be maintained as greenspace for that reason. The property owners association would have to maintain them.

Alderman Trumbo thought the money should be more like $40,000 per acre.

Ms. Theil replied they had to take an average cost of land across town.

Mr. Tom McKinney, Sierra Club, supported small neighborhood parks because a maintained yard did not have the same benefits as a natural area. He stated the monetary value was too small for this acreage.

Mr. Dave Jorgensen, Developer's representative, stated it would have been easier to dedicate the park land, however, the parks department was having a difficulty in maintaining them. He noted the lots were going to be large.

Alderman Russell thought the solution would be to require the home owners association to set aside land and maintain it or to increase the budget for the Parks Department so they maintain the smaller parks.

Alderman Austin moved to approve the resolution. Alderman Davis seconded. Upon roll call the motion carried by a vote of 7-1-0. Alderman Daniel voting nay.

RESOLUTION 20-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

OMI

Mayor Hanna introduced a resolution authorizing the execution of amendment number four for the operation of the Paul Noland Treatment Plant, and the approval of a budget adjustment. The amendment provides for a total of $3,632,992 for operations services during 1999.

Alderman Trumbo moved to approve the resolution. Alderman Austin seconded the motion. Upon roll call the motion carried unanimously.

Meeting adjourned at 6:45 p.m.

W/S REFUND BOND
I.B.1

STAFF REVIEW FORM

xxxx AGENDA REQUEST

For the Fayetteville City Council meeting of February 16, 1999

FROM:

Brian Swain — Name
Adm. Services Dir. — Division
Adm. Services — Department

ACTION REQUIRED: WATER AND SEWER REFUNDING BONDS: A resolution approving a letter agreement with Kutak Rock to perform bond counsel services in connection with the proposed issuance of water and sewer refunding bonds. The cost is not-to-exceed $35,000, plus out-of-pocket expenses to be paid from bond proceeds. Additionally, authorize the Budget Coordinator to execute any budget adjustments necessary to implement this refunding.

COST TO CITY:

$ 37,500 est. — 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:** _____

Marilyn J. Cramer — Accounting Manager — Date 1-28-99
_____ — ADA Coordinator — Date
City Attorney — Date 1-28-99
Yolanda Fields — Internal Auditor — Date 1-28-99 ✓
P Vice — Purchasing Officer — Date 1-29-99

STAFF RECOMMENDATION: Staff recommends approval of the agreement.

Division Head — Date 1-27-99
Department Director — Date
Administrative Services Director — Date 25 JAN 99
Mayor — Date 1/31/99

Cross Reference

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

Prev Ord/Res #: _____

Orig Contract Date: _____

V/S REFUND BOND
.B.2

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Fayetteville City Council

THRU: Fred B. Hanna, Mayor

FROM: Kevin D. Crosson, Administrative Services Director

DATE: January 27, 1999

RE: **Bond Counsel Services Selection - Proposed Water & Sewer Bond Refunding (Series 1992)**

On January 11, 1999, the City of Fayetteville convened a professional selection committee for the purpose of selecting a firm to provide bond counsel services for the proposed refunding of Series 1992 Water & Sewer bonds. The committee was composed of five voting members:

Emma Badgley . . . . . Accounting Coordinator
Kevin Crosson . . . . . Administrative Services Director
Bob Davis . . . . . Alderman
Brian Swain . . . . . Asst. to the Adm. Services Director
Charles Venable . . . . . Public Works Director

In addition, Peggy Vice, Purchasing Manager, and LaGayle McCarty, Assistant City Attorney served on the committee as a non-voting advisory members.

The committee selected from firms that submitted responses to the City's Request for Qualifications (RFQ) #98-10. A vote was taken by the committee in accordance with the City's purchasing policy regarding professional service and Kutak Rock was selected as the bond counsel on this proposed issue. A copy of Kutak Rock's response to the RFQ is on file in the Purchasing Office.

The process for negotiating a contractual agreement that conformed with the RFQ was initiated. Based on those negotiations, the attached Letter of Engagement was drafted. The proposed agreement conforms to the City's RFQ and is for a fee of $30,000. An additional $5,000 will be paid, if the underwriter on the issue does not hire underwriter's bond counsel. Additional out-of-pocket expenses not expected to exceed $2,500 would also be reimbursed. As mentioned in the Letter of Engagement, the fee for services is contingent upon the Bonds being sold and the transaction closed.

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

Based on a preliminary review of the existing 1992 bond issue, it would appear that the City can save over $500,000 by refinancing the bonds including issuance costs and premiums paid for early retirement of the bonds. The refunding is of benefit to the City in two ways. First, the City is simply able to save interest expense on the bonds. Second, the savings in interest expense and lower annual debt service payments provides the City with additional flexibility to issue future water and sewer bonds as the need may arise. The City's underwriter will be assisting with more definitive financial analysis. If a determination is made at some point that proceeding with the refunding is not in the best financial interest of the City, we will not proceed. However, unless the current interest rates increase significantly, we expect that the issue should be able to go to market by the first part of June. Should you have any questions, please feel free to contact me. Thank you for your consideration of this matter.

KDC/bts

KUTAK ROCK

SUITE 1100
425 WEST CAPITOL AVENUE
LITTLE ROCK, ARKANSAS 72201-3409

501-975-3000
FACSIMILE 501-975-3001

www.kutakrock.com

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January 25, 1999

VIA E-MAIL AND FIRST-CLASS MAIL
Honorable Fred Hanna
City of Fayetteville, Arkansas
113 W. Mountain
Fayetteville, AR 72701

City of Fayetteville, Arkansas
Water and Sewer System Refunding Revenue Bonds
Series 1999

Dear Mayor Hanna:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Fayetteville, Arkansas (the "City") in connection with the proposed issuance of the referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of refunding the City's outstanding Water and Sewer System Refunding and Improvement Revenue Bonds, Series 1992 (the "1992 Bonds"), and will be secured by and payable solely from the City's net water and sewer revenues. We further understand that the Bonds will be purchased in a negotiated sale by Stephens Inc. (the "Underwriter") during the late spring or early summer of 1999.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

(1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and Arkansas income tax purposes.

(2) Prepare and review documents and certificates necessary or appropriate to the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents and certificates, and review enabling legislation.

(3) Prepare and review documents in connection with the defeasance and refunding of the 1992 Bonds.

(4) Assist the City and the Underwriter in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bond.

(5) Review legal issues relating to the structure of the Bond issue.

(6) Review certified proceedings.

(7) Undertake such additional duties as are necessary to render our Bond Opinion.

(8) Assist the City in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the bonds.

(9) Draft the continuing disclosure undertaking of the City.

In addition to the customary duties of Bond Counsel set forth above, we understand that we may additionally be asked to (i) draft the Bond Purchase Agreement between the City and the Underwriter with respect to the Bonds and (ii) assist the City in preparing the official statement (the "Official Statement") with respect to the Bonds, and, subject to the satisfactory completion of our review, provide to the City written advice that, in the course of our participation, no information has come to our attention which leads us to believe that the Official Statement, as of its date (except for the financial statements, other statistical data, feasibility reports and statements of trends and forecasts, and information concerning any credit enhancer and DTC, contained in the Official Statement and its appendices, as to which we will express no belief), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were, not misleading. Although it is permissible for Bond Counsel to undertake the activities described in this paragraph, they are typically performed by counsel to the Underwriter.

Our Bond Opinion will be addressed to the City and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the City to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

(a) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

(b) Drafting state constitutional or legislative amendments.

(c) Pursuing test cases or other litigation.

(d) Making any investigation or expressing any view as to the creditworthiness of the City or the Bonds.

(e) Representing the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

(f) After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds continue to be excludable for federal income tax purposes (*e.g*, our engagement does not include rebate calculations for the Bonds).

(g) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for herein, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to the Closing, we will prepare and provide to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

CONFLICTS

During the course of the Bond financing, our firm will likely be representing the Underwriter in separate unrelated matters. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter because such matters

KUTAK ROCK

will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you. Execution of this letter will signify the City's consent to our representation of the Underwriter consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, we propose a bond counsel fee of $30,000. In the event we are asked to undertake additional duties traditionally performed by Underwriter's counsel (including the preparation of the Bond Purchase Agreement and Official Statement), we propose an additional fee of $5,000. In addition, we will expect to be reimbursed for all client charges made or incurred on your behalf, such as travel costs, photocopying, deliveries, long distance telephone charges, fax charges, filing fees, computer-assisted research and other out-of-pocket expenses. We estimate that such charges will be in the range of $1,000 to $2,500.

We understand and agree that our fees will be paid at the time of Closing. If the financing is not consummated, we understand that we will not be paid for time expended on your behalf but will be reimbursed for client charges made or incurred on your behalf.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter signed by an appropriate officer, retaining the original for your files. We look forward to working with you.

KUTAK ROCK

By: Gordon M. Wilbourn
Gordon M. Wilbourn

Accepted and Approved:
CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Title:

Dated: _____

* Authorized by _____ No. _____ adopted _____, 1999

cc: Dennis Hunt, Stephens Inc.

UV DISINFECTION
I.C.1

STAFF REVIEW FORM

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of **February 16, 1999**

FROM:

Billy L. Ammons	**WWTP**	**Public Works**
Name	Division	Department

ACTION REQUIRED:
Approval of a resolution awarding bid number 99-18 to the selected bidder, who will be determined after the bid opening on February 5, 1999, for the ultraviolet disinfection system for the Paul R. Noland wastewater treatment facility. (Recommendation memo to follow ASAP)

COST TO CITY:

Estimated $800,000.00	**$1,100,000.00**	**UV Disinfection System**
Cost of this Request	Category/Project Budget	Category/Project Name
5400.5800.5801.00	**0**	**WWTP Captial**
Account Number	Funds Used To Date	Program Name
99035.01	**$1,100,000.00**	**Water & Sewer**
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

4/1/99 (Account Form and memo only. Bud - not available at this time.)
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: To approve award of bid 99-18 to selected bidder, after bid opening on February 5, 1999.

Division Head	Date	Cross Reference
Department Director	Date	New Item: ____ Yes ____ No
Administrative Services Director	Date	Prev Ord/Res #:
Mayor	Date	Orig Contract Date:

D:\DATA\WP-DATA\AGENDA.FRM

OMI

Memorandum

To: Mayor Hanna and Fayetteville City Council Members

Thru: Charles Venable, Public Works Director

From: Billy L. Ammons (PCP) Project Manager

Paul Hawkins (PCP) Maintenance Manager

Date: January 28, 1999

Re: Bid Recommendation for Bid # 99-18

Bid # 99-18 deals with the purchase of a new ultraviolet disinfection (UV) system for the wastewater treatment facility (WWTF). This system is intended to replace the existing use of chlorine for disinfection and sulfur dioxide to remove leftover chlorine. (Disinfection of the treated WWTF effluent is necessary to prevent the possible spread of waterborne disease-causing bacteria, and the City is very closely regulated on this procedure)

Chlorine is a very effective disinfectant and has been used at the WWTF for several decades without major difficulty. Due to the highly hazardous nature of both chlorine and sulfur dioxide, however, there have always been significant concerns for the safety of neighboring residents during transport to the WWTF, workers at the WWTF during tank changeover, and the environment if excess chlorine is discharged to the receiving streams. Recent advances in UV technology have allowed the use of this much more environmentally acceptable process for WWTF effluent disinfection to become an approved and accepted practice. New EPA community safety rules have also made the continued use of chlorine for disinfection less attractive, and the deadline for compliance with these new rules (June 21, 1999) has become the driving force behind making the change to UV in a timely manner.

Bid # 99-18 is for the purchase of the actual UV equipment, by far the most expensive component of this overall project, and will be opened on February 5, 1999. The selected bidder will likely be one of two companies, Trojan Technologies or Calgon Carbon, who are the major players in the UV market for a WWTF of the size of Fayetteville's. Either vendor would be more than adequate, assuming they bid an appropriately sized unit.

We are requesting that this item be placed on the agenda for the February 16, 1999 Council meeting with the expectation that we will be able to select a bidder and provide appropriate documentation before the Council Agenda session on February 9, 1999. It should be noted that at least one other major procurement step in this overall project will be necessary, to select a construction contractor to install the UV equipment and accompanying electrical appurtenances. (This second step cannot be taken until the equipment vendor is selected, since the installation procedures and requirements are different for each type of system) This installation bid will probably come before the Council in like manner to the equipment purchase, in order to maximize the available remaining time before the new EPA regulations take effect.

We appreciate the Council's support of responsible environmental protection, especially in regard to the beautiful water environment of Northwest Arkansas, as well as a high level of concern for the safety of the community as a whole.

ROLLFORWARD
I.D.1

STAFF REVIEW FORM

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of February 16, 1999

FROM:

Steve Davis	Budget & Research	Administrative Services
Name	Division	Department

ACTION REQUIRED:

The City Council is requested to approve a budget adjustment which will allow for the rollforward of all projects or items in progress which were appropriated in the 1998 Budget. The items which are approved will become part of the 1999 Budget.

COST TO CITY:

See attachment	See attachment	See attachment
Cost of this Request	Category/Project Budget	Category/Project Name
See attachment	See attachment	See attachment
Account Number	Funds Used To Date	Program Name
See attachment	See attachment	See attachment
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ____ Budgeted Item X Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager — Date 1-29-99

City Attorney — Date 1-29-99

Purchasing Officer — Date 1-29-99

GRANTING AGENCY: _____

Internal Auditor — Date 1-29-99

ADA Coordinator — Date

STAFF RECOMMENDATION:

Staff recommends approval of the rollforward budget adjustment.

Division Head — Date 1/29/99

Department Director — Date

Administrative Services Director — Date 29JAN99

Mayor — Date 2/1/99

Cross Reference

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

Prev Ord/Res #: _____

Orig Contract Date: _____

H:\BUDGET\BUDROLL\98_ROLL\ROLL99.AGD

OLLFORWARD
D.2

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Council

THRU: Fred Hanna, Mayor
Kevin Crosson, Administrative Services Director

FROM: Budget & Research

DATE: January 29, 1999

SUBJECT: **1998 Budget Rollforwards**

Attached, please find a schedule of capital projects and program items which were included in the 1998 Budget, but did not incur a financial obligation during the 1998 fiscal year. The 1998 estimated unreserved fund balance/retained earnings, for the respective funds, reflects the cost of the requested rollforward. Therefore, approval of these items to be made part of the 1999 appropriations will not impact the City's budgeted financial position. The rollforward of prior year appropriated projects and items in this manner is a normal operating procedure. Approval of this request will allow the 1999 Budget to be increased to reflect the attached information. Several of the requested rollforwards include a revenue offset in the form of grant revenues.

Total requested rollforwards for all funds is $ 19,354,904. A summary of all rollforwards requiring City Council action is described in the table below.

City Council Approval Requested

Rollforward Description	Amount
Town Center Construction	$7,500,000
Street, Bridge & Drainage, and Transportation Improvements	4,682,274
Wastewater Treatment Plant Expansion	2,000,000
Water & Sewer Improvements	1,573,841
Parks & Recreation Improvements	1,160,933
Fleet Replacements/Expansions	882,209
Airport Improvements	333,383
Wastewater Treatment Improvements	107,657
Public Safety Improvements	76,086
Miscellaneous Operating & Capital Improvements	1,038,521
Total	$19,354,904

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

In addition to the projects discussed above, $ 7,818,132 of projects and items were in progress at the end of the year. The unexpended budget on these financial obligations will also be rolled forward and become a part of the 1999 budget. These items do not require additional action by Council because these items have either a contractual agreement or have been authorized by purchase order. For your information, a summary by project type is included in the table below.

Informational Rollforwards

Rollforward Description	Amount
Water & Sewer Improvements	$3,319,761
Street, Bridge & Drainage and Transportation Improvements	826,816
Public Safety Improvements	722,061
Fleet Replacements/Expansions	657,098
Airport Improvements	319,743
Parks & Recreation Improvements	576,725
Town Center Construction	269,289
Miscellaneous Operating & Capital Improvements	1,126,639
Total	$7,818,132

If you have any questions concerning the attachments, or the procedure please feel free to contact the Budget & Research Division. Thank you.

City of Fayetteville, Arkansas
1998 City Council Rollforwards

Account	Description	Amount
Town Center Construction		
5600-9600-5804-00	Town Center / Parking Garage	$ 7,500,000
		7,500,000
Street, Bridge & Drainage, and Transportation Improvements		
4470-9470-5817-00	Clear Creek Bridge Improvements	220,000
4470-9470-5809-00	Cliffs To Fourth Street - Boulevard	50,000
4470-9470-5817-00	Double Springs Road Bridge Replacement	150,000
4470-9470-5314-00	Drainage Study And Master Plan	280,000
4470-9470-5809-00	In-House Pavement Improvements	22,623
4470-9470-5809-00	Intersection Improvements	9,152
4470-9470-5314-00	Lk. Fay. Dam - Emergency Action Plan	6,130
4470-9470-5817-00	Londonderry Drainage Improvements	149,134
4470-9470-5817-00	Miscellaneous Drainage Improvements	57,140
4470-9470-5809-00	Old Missouri Road / Zion Road Intersection	326,227
2130-9130-5411-00	Parking Deck Rehabilitation	94,273
4470-9470-5809-00	Poplar Street Improvements	660,757
4470-9470-5809-00	Rupple Road Area Improvements	494,155
4470-9470-5817-00	Shenandoah Mobile Home Park - Drain Impr.	230,612
4470-9470-5814-00	Sidewalk Improvements	362,702
4470-9470-5809-00	Sixth Street Ext To East Huntsville Road	270,291
4470-9470-5809-00	Stonebridge - Street/Drainage Imp	174,856
4470-9470-5809-00	Sunbridge Ext From Villa To N College	237,743
4470-9470-5809-00	Sycamore Street - Leverett To Garland	779,691
4470-9470-5801-00	Traffic Signal Improvements	28,359
4470-9470-5814-00	Trailways/Railroad Corridor Const.	607,251
4470-0947-4309-00	Trailways/Railroad Corridor Const. - Federal Grant	(528,822)
		4,682,274
Wastewater Treatment Plant Expansion Improvements		
5400-5700-5314-00	Wastewater Collection Sys - Engineering	1,000,000
5400-5700-5314-00	Wastewater Treatment Plant - Engineering	1,000,000
		2,000,000
Water & Sewer Improvements		
5400-1830-5801-00	Backflow Prevention Assemblies	31,500
5400-5600-5808-00	Double Springs Bridge-Water Relocations	60,000
5400-5600-5808-00	Highway 265 - Water/Sewer Relocations	1,799,559
5400-0940-4303-00	Highway 265 - Water/Sewer Relocations (State Funding)	(1,400,000)
5400-5600-5808-00	Highway 45 E Pump Station & Elevated Tank	17,183
5400-5700-5815-00	Sanitary Sewer Rehabilitation	97,029
4470-9470-5815-00	Sanitary Sewer Rehabilitation	213,941
5400-5600-5808-00	Shenandoah Mobile Home Pk - Water L Repl	168,600
4470-9470-5808-00	W & S Improvements - Defined By Study	10,620
4470-9470-5808-00	Water And Sewer Cost Sharing	121,875
5400-5600-5808-00	Water Tank Paint - Rogers Dr & Baxter Ln	250,000
5400-5600-5808-00	Wedington Road - W/S Relocations	6,060
5400-5600-5808-00	West Fork Meter Vault Reconstruction	50,000
5400-1820-5314-00	White River Rate Study	15,000
5400-5600-5808-00	White River Water Authority - Acq & Impvs	72,474
5400-1820-5314-00	W.W.T.P. Impact Fee Study	60,000
		1,573,841

City of Fayetteville, Arkansas
1998 City Council Rollforwards

Account	Description	Amount
Parks & Recreation Improvements		
2250-9250-5806-00	Davis Park Gazebo	3,689
2250-9250-5806-00	Girls Softball Complex	39,231
2250-9250-5817-00	Greathouse Bridge Replacement	35,518
4470-9470-5806-00	Lake Fayetteville S Restrooms/Parking	3,581
2250-9250-5814-00	Lake Fayetteville Trail	120,013
4470-9470-5806-00	Lake Fayetteville/Sequoyah Imps	51,614
4470-9470-5806-00	Lewis Soccer Field Complex	62,084
2250-9250-5814-00	Mud Creek Tributary Trail	20,000
4470-9470-5806-00	Park Entrance Gates & Signs	42,898
4470-9470-5804-00	Parks Maintenance Complex	212,371
2250-9250-5806-00	Playground Renovations	31,165
2250-9250-5806-00	Walker Park Pavilion	40,000
2250-9250-5804-00	Walker Park Senior Complex	250,000
2250-9250-5806-00	Walker Park Senior Complex	133,895
2250-9250-5806-00	Wilson Park Castle Renovation	1,366
2250-9250-5806-00	Wilson Park Renovation	33,408
2250-9250-5806-00	Wilson Pool Improvements	80,100
		1,160,933
Fleet Replacements / Expansions		
9700-1920-5315-00	Fleet Operations Vehicle Study	20,000
9700-1920-5801-00	GASBOY Fueling System Vehicle Equipment	20,870
9700-1920-5802-00	Light/Medium Utility Vehicles - Repl / Exp	17,900
9700-1920-5802-00	Medium/Heavy Utility Vehicles - Repl / Exp	398,398
9700-1920-5802-00	Police/Passenger Vehicles - Repl / Exp	290,196
9700-1920-5802-00	Sanitation Vehicles/Equipment - Repl / Exp	60,125
9700-1920-5802-00	Tractor / Mower - Repl / Exp	34,630
9700-1920-5804-00	Wash Bay & Covered Storage Improvements	40,090
		882,209
Airport Improvements		
5550-3960-7820-25	Airfield Lighting Rehabilitation - AIP #25	109,962
5550-0955-6820-25	Airfield Lighting Rehabilitation - AIP #25 (Federal Grant)	(98,966)
5550-0955-6803-00	Airfield Lighting Rehabilitation - AIP #25 (State Grant)	(5,498)
5550-3960-5400-00	Airfield Marking	3,709
5550-3960-7820-21	Airport Master Plan / Snow Blower	33,590
5550-3960-7820-26	A.R.F.F. / Equipment Building	89,477
5550-0955-6820-26	A.R.F.F. / Equipment Building (Federal Grant)	(80,529)
5550-0955-6803-00	A.R.F.F. / Equipment Building (State Grant)	(4,474)
5550-3960-5314-00	Fuel Farm Replacement	29,597
5550-3960-5400-00	Pavement Maintenance	59,815
5550-3960-5804-00	T-Hangar Unit	196,700
		333,383
Wastewater Treatment Improvements		
5400-5100-5415-00	Landscape Maintenance	13,956
5400-5800-5801-00	Replace Bar Screen	17,400
5400-5800-5801-00	Safety Equipment Improvements	14,261
5400-5100-5414-00	Upgrade/Replace Lift Stations	62,040
		107,657

City of Fayetteville, Arkansas
1998 City Council Rollforwards

Account	Description	Amount
Public Safety Improvements		
4470-9470-5804-00	Fire Station #6 - Expansion	14,790
4470-9470-5801-00	P.C./Terminal - Police Upgrade/Replacement	61,296
		76,086
Miscellaneous Operating & Capital Improvements		
4470-9470-5801-00	Animal Shelter Crematory - Individual Cre	1,464
4470-9470-5804-00	Animal Shelter Expansion	30,000
4470-9470-5804-00	Blue Building Renovation	14,372
2180-0918-4320-00	CDBG Grant Funding	(439,604)
2180-49XX-XXX-XX	CDBG Program Expenses	400,727
2180-4990-5722-00	CDBG Walker Park Senior Complex	38,877
2120-9120-5342-01	City Advertising & Promotion Brochures	5,724
1010-0210-5801-00	City Attorney Capital	8,100
1010-1510-5313-00	City Clerk - Codification	9,934
5500-5010-5801-00	Commercial Cart Program	12,859
5500-5060-5816-00	Curbside Recycling Improvements	13,498
4470-9470-5801-00	Document Imaging System	100,000
4470-9470-5805-00	Employee Parking Lot	150,000
9700-1910-5890-00	Fire Extinguishers / Fuel Point Devices	21,455
4470-9470-5821-00	Geographic Information System	8,231
4470-9470-5801-00	Industrial Park South - Entrance Enhance	15,000
1010-6400-5801-00	Inspections - GIS Work Order System	10,000
4470-9470-5400-00	Kennel Cage Doors - Woven Wire Repl	10,000
4470-9470-5315-00	N.W.S. Supplemental Software	5,000
1010-6300-5801-00	Planning - GIS Work Order System	42,932
4470-9470-5801-00	Printer Replacements	49,618
4470-9470-5801-00	P.E.G. Television Center - Equipment	17,189
4470-9470-5801-00	Research & High Tech Park - Grant Match	300,000
1010-6600-5314-00	Research & Technology Park	105,550
1010-6600-5804-00	TCA Building - Purchase/Renovation	53,909
4470-9470-5220-00	Tree Planting Program	27,567
4470-9470-5801-00	Voice & Data Comm Wiring - City Adm Bld	26,119
		1,038,521
		$ 19,354,904

City of Fayetteville, Arkansas
1998 Informational Rollforwards - Obligated Items

Account	Project #	Description	Amount
Water & Sewer Improvements			
5400-5600-5808-00	98044	Highway 45 E Pump Station & Elevated Tank	$ 1,175,524
4470-9470-5808-00	96036	Lake Fayetteville Dam - Monitor Wells	107,206
5400-5600-5808-00	95038	Rolling Hills - Water Line Repl.	179,519
4470-9470-5815-00	96012	Sanitary Sewer Rehabilitation	1,250,401
5400-5700-5315-00	95041	Sewer System Study	17,500
4470-9470-5801-00	96040	W & S Improvements - Defined By Study	121,778
4470-9470-5808-00	96040	W & S Improvements - Defined By Study	180,569
5400-5600-5808-00	97021	Water And Sewer Cost Sharing	73,392
5400-1820-5811-00	96065	Water Meters	17,930
5400-5600-5314-00	98076	Water & Sewer Operations Building	192,792
5400-5600-5808-00	95019	Wedington Road - W/S Relocations	3,150
			3,319,761
Street, Bridge & Drainage, and Transportation Improvements			
4470-9470-5809-00	98028	Cleveland Street - Garland To Frisco	58,432
4470-9470-5809-00	98097	Dickson Street Enhancements	346,683
4470-9470-5314-00	94006	Drainage Study And Improvements	34,136
4470-9470-5809-00	97025	Intersection Improvements	22,929
4470-9470-5817-00	98038	Londonderry Drainage Improvements	17,685
4470-9470-5809-00	97027	Old Missouri Road / Zion Road Intersection	30,592
4470-9470-5809-00	98031	Plainview Avenue Improvements	66,452
4470-9470-5809-00	97023	Poplar Street Improvements	3,834
4470-9470-5809-00	98032	Rupple Road Area Improvements	600
4470-9470-5814-00	96041	Sidewalk Improvements	19,367
4470-9470-5809-00	98033	Street Row / Intersection / Cost Sharing	157,024
4470-9470-5809-00	97029	Sunbridge Ext From Villa To N College	22,792
4470-9470-5809-00	97030	Sycamore Street - Leverett To Garland	5,835
4470-9470-5814-00	95030	Trailways/Railroad Corridor Const.	38,125
4470-9470-5809-00	97031	Twentieth Street - West Of South School	2,330
			826,816
Public Safety Improvements			
4470-9470-5301-00	97076	Fire Station #6 - Expansion	500
4470-9470-5804-00	97076	Fire Station #6 - Expansion	631,630
4470-9470-5314-00	97010	Public Safety Computer System - Repl	650
4470-9470-5801-00	97010	Public Safety Computer System - Repl	87,881
4470-9470-5890-00	97010	Public Safety Computer System - Repl	1,400
			722,061
Fleet Replacements / Expansions			
9700-1920-5802-00	98063	Light/Medium Utility Vehicles - Repl / Exp	136,467
9700-1920-5802-00	98064	Medium/Heavy Utility Vehicles - Repl / Exp	294,319
9700-1920-5802-00	98065	Other Vehicles/Equipment - Repl / Exp	4,571
9700-1920-5802-00	98067	Sanitation Vehicles/Equipment - Repl / Exp	221,741
			657,098

City of Fayetteville, Arkansas
1998 Informational Rollforwards - Obligated Items

Account	Project #	Description	Amount
Airport Improvements			
5550-3960-5801-00	95049	Airfield Lighting Control System	7,594
5550-3960-7820-25	98092	Airfield Lighting Rehabilitation - AIP #25	403,320
5550-0955-6820-25	98092	Airfield Lighting Rehabilitation - AIP #25 (Federal Grant)	(362,988)
5550-0955-6803-00	98092	Airfield Lighting Rehabilitation - AIP #25 (State Grant)	(20,166)
5550-3960-5400-00	96062	Airfield Marking	47,131
5550-3960-7820-21	96067	Airport Master Plan / Snow Blower	20,756
5550-0955-6820-21	97053	Airport Master Plan / Snow Blower (Federal Grant)	(18,680)
5550-0955-6803-00	97053	Airport Master Plan / Snow Blower (State Grant)	(1,038)
5550-3960-7820-26	98059	A.R.F.F. / Equipment Building	198,181
5550-0955-6820-26	98059	A.R.F.F. / Equipment Building (Federal Grant)	(178,363)
5550-0955-6803-00	98059	A.R.F.F. / Equipment Building (State Grant)	(9,909)
5550-3960-5801-00	97050	Fuel Farm Replacement	168,671
5550-3960-5314-00	96060	Professional Services	42,960
5550-3960-7820-24	97053	Safety Area Extension	625
5550-0955-6820-24	97053	Safety Area Extension (Federal Grant)	(563)
5550-0955-6803-00	97053	Safety Area Extension (State Grant)	(31)
5550-3960-5804-00	98056	T-Hangar Unit	22,243
			319,743
Parks & Recreation Improvements			
4470-9470-5806-00	95015	A.D.A. Park Projects	1,165
2250-9250-5806-00	98002	Davis Park Gazebo	1,625
2250-9250-5806-00	96093	Girls Softball Complex	234,718
2250-9250-5817-00	98004	Greathouse Bridge Replacement	6,803
4470-9470-5806-00	96034	Lake Fayetteville S Restrooms/Parking	169,048
4470-9470-5806-00	97017	Lake Fayetteville/Sequoyah Imps	1,750
4470-9470-5806-00	97020	Lewis Soccer Field Complex	14,909
2250-9250-5806-00	96096	Misc. Park Improvements	6,260
2250-9250-5806-00	96095	Misc. Park Surveys	980
4470-9470-5806-00	96029	Park Entrance Gates & Signs	13,425
4470-9470-5804-00	97019	Parks Maintenance Complex	1,001
2250-9250-5806-00	98008	Playground Renovations	18,773
2250-9250-5806-00	98095	Walker Park Playground	59,859
2250-0925-4302-00	98095	Walker Park Playground - Grant	(30,000)
2250-9250-5806-00	96094	Wilson Park Castle Renovation	56,509
2250-9250-5806-00	98011	Wilson Pool Improvements	19,900
			576,725
Town Center Construction			
2120-9120-5314-00	97084	Town Center / Parking Garage	269,289
			269,289

City of Fayetteville, Arkansas
1998 Informational Rollforwards - Obligated Items

Account	Project #	Description	Amount
Miscellaneous Operating & Capital Improvements			
4470-9470-5801-00	98021	Animal Shelter Crematory - Individual Cre	12,600
4470-9470-5801-00	98022	Animal Shelter Crematory System	29,500
4470-9470-5804-00	96107	Animal Shelter Expansion	66,518
4470-9470-5804-00	96028	Building Improvements	718,908
5500-5060-5816-00	98053	Curbside Recycling Improvements	10,755
4470-9470-5821-00	98039	Geographic Information System	114,568
4470-9470-5400-00	98019	Library Lighting Repair And Renovation	8,249
4470-9470-5314-00	98093	Library Master Plan Development	12,241
4470-9470-5801-00	97005	Microcomputer Replacements	5,153
4470-9470-5315-00	98102	N.W.S. Supplemental Software	6,247
5400-5800-5801-00	96045	Plant Pumps And Equipment	48,265
4470-9470-5220-00	96084	Tree Planting Program	8,472
5400-5100-5414-00	96039	Upgrade/Replace Lift Stations	12,425
4470-9470-5801-00	97007	Voice & Data Comm Wiring - City Adm Bld	7,632
4470-9470-5890-00	97007	Voice & Data Comm Wiring - City Adm Bld	2,278
XXXX-XXXX-XXXX-XX		Other Operating Obligations	62,828
			1,126,639
			$ 7,818,132

STAFF REVIEW FORM

X AGENDA REQUEST
____ CONTRACT REVIEW
X GRANT REVIEW

For the Fayetteville City Council meeting of February 16, 1999

FROM:

Richard L. Watson	Police	Police
Name	Division	Department

ACTION REQUIRED:

Approve grant application for Juvenile Accountability Incentive Block Grant and the attached budget adjustment. Add one officer and the required operational expenses to the 1999 Budget.

COST TO CITY:

$ 33,335.00	$ 3,413,299.00	Salaries, Operations & Cap
Cost of this Request	Category/Project Budget	Category/Project Name
List Attached	$ 140,338.00	Patrol
Account Number	Funds Used To Date	Program Name
	$ 3,272,961.00	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ____ Budgeted Item X Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:

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

STAFF RECOMMENDATION:

Approve grant application and adopt budget adjustment.

Division Head	Date	Cross Reference
Richard L. Watson	2-3-99	New Item: Yes No
Department Director	Date	
Administrative Services Director	Date	Prev Ord/Res #:
Mayor	Date	Orig Contract Date:

JUVENILE OFFICER
I.E.2

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Fred Hanna and Members of the City Council

FROM: Richard L. Watson, Chief of Police R. Watson

DATE: January 28, 1999

SUBJECT: Juvenile Accountability Incentive Block Grant

The attached grant application will provide funds for salary and benefits for one additional officer. This officer will be a School Resource Officer placed at the Fayetteville High School West campus.

The goal of this project is to "Provide a crime free environment for students and teachers at Fayetteville West Campus". The objectives set to work toward this goal are:

1. Assign one trained certified police officer as a School Resource Officer to Fayetteville West Campus.
2. Educate students about the police and criminal justice systems
3. Reduce the number of minor and first offense cases reaching juvenile court.
4. Provide Juvenile Concerns Committee with monthly report on the School Resource Officer Program.

This grant will provide salaries from March of 1999 through May of 2000. The funds for the year 2000 will be included in next years budget. If you have any questions concerning this grant or the School Resource Officer program, please give me a call.

Account Number	Description	Amount
1010-2940-5101.00	Salaries - Uniformed	$21,505.00
1010-2940-5105.00	Social Security Taxes	312.00
1010-2940-5107.00	Insurance - Life	147.00
1010-2940-5108.00	Insurance - Health	1,287.00
1010-2940-5108.01	Insurance - LTD	99.00
1010-2940-5108.02	Insurance AD&D	38.00
1010-2940-5109.03	LOPFI Police Pension	2,334.00
1010-2940-5331.00	Motor Pool	3,183.00
1010-2940-5331.01	Replacement Charges	1,730.00
1010-2940-5403.00	Vehicle Maintenance	300.00
1010-2940-5801.00	Fixed Assets (radio)	2,400.00
		$33,335.00

1010-0001-4309.00	Federal Grants	$23,150.00
1010--1800.99	Unreserved Fund Balance	10,185.00
		$33,335.00

JUVENILE OFFICER
I.E.4

1998 Juvenile Accountability Incentive Block Grant Program Application

Applicant City of Fayetteville

Mailing Address 113 W. Mountain St.
Fayetteville, AR 72701

Phone Number (501) 575-8330 FAX Number (501) 575-8257

Project CFDA# 16.523

Federal Congressional District(s) served by this project:
a. Third b. _____
c. _____ d. _____

Judicial District(s) served: Fourth

Federal Employer Identification # 71-6018462

Counties served by this project: Washington

16. Type of Implementation Agency
A. Level of Government or Entity:
- ☐ County
- ☒ Local
- ☐ Indian tribe performing law enforcement functions
- ☐ Other: _____

17. B. Function of Implementing Agency:
- ☒ Law Enforcement
- ☐ Court
- ☐ Prosecution
- ☐ Detention
- ☐ Probation
- ☐ Social Service
- ☐ Schools
- ☐ Other: _____

18. **Amount Awarded $** 35,077

Program Purpose Areas:

1. ☐ Construction of juvenile detention or correctional facilities, including training of personnel.
2. ☐ Accountability-based sanctions for juvenile offenders.
3. ☐ Hiring of juvenile judges, probation officers, and defenders and funding pretrial services for juveniles.
4. ☐ Hiring of prosecutors, so that more cases involving juveniles can be prosecuted and backlogs reduced.
5. ☐ Funding of prosecutor-led youth drug, gang, and violence programs.
6. ☐ Technology, equipment, and training programs to assist prosecutors in identifying and expediting the prosecution of violent juvenile offenders.
7. ☐ Probation programs for juvenile offenders.
8. ☐ Gun courts for the adjudication and prosecution of juvenile firearm offenders.
9. ☐ Drug courts for juvenile offenders with substance abuse problems.
10. ☐ Information sharing systems to help identify, control, supervise, and treat juveniles who repeatedly commit serious delinquent or criminal acts.
11. ☒ Accountability-based programs for law enforcement referrals or that are designed to protect students and school personnel from drug, gang, and youth violence.
12. ☐ Controlled substance testing (including interventions) for juveniles in the juvenile justice system.

Project Director: Lt. Frank Johnson Phone #: (501) 587-3584

Mailing Address: P.O. Box 1988
Fayetteville, AR 72702

Financial Officer: Judy Cohea Phone #: (501) 587-3510

Project Site Fayetteville, AR

County (ies) or City (ies) Served: Washington

Project Duration: Maximum 24 months
Expected Start Date 2/22/99
Expected Number of Persons to benefit from Project 350

I certify to the best of my knowledge and belief, that the data in this application is true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the general and special conditions outlined in the application if approved for funding.

_____ Fred Hanna
*Signature of Authorized Official — Typed name of Authorized Official

_____ Mayor
Date Signed — Title of Authorized Official

**The Authorized Official must have legal authority to represent a local unit of government.*

FOR DYS USE ONLY

Actual Start Date: Total Amount Approved: Subgrant #:
Subgrant Year: ☐ First Year ☐ Second Year ☐ Third Year ☐ Other: Pass Through: ☐ Yes ☐ No

ABSTRACT

****

City of Fayetteville Police Department
of Organization
utenant Frank Johnson
ıme of Project Director
P.O. Box 1988
ailing Address
Fayetteville AR 72702
ty/Town State Zip Code
(501) 587-3510 (501) 587-3522
:lcphone Number Fax Number
150,000
ırget Population
Washington $35,077.00
ounty of Service Amount Requested

For DYS Use Only

ROGRAM DESCRIPTION (*Use no more than the space available on this page*)

Place a School Resource Officer at Fayetteville High School West Campus Vocational Center. West Campus furnishes students with core curriculum along with vocational skills. Examples of these skills are shop, auto repair, welding, child care, dental and medical training.

The 300 students attending this school are from Washington, Madison, Carroll and Benton Counties. A large percentage of the students have had problems in conventional public schools and have turned to West Campus to complete their high school education.

The Fayetteville Police Department will work through the School Resource Officer with the Fayetteville Public Schools to establish and operate a school-based policing program. The general purpose of this program is to reduce the incidence and severity of juvenile crime and delinquency. This in turn will provide a crime free environment for students and teachers while on school property.

PROGRAM GOALS AND OBJECTIVES

Although only one goal statement should be addressed on each sheet, additional sheets may be used if needed to list the necessary objectives to meet a particular goal.

PROBLEM TO BE ADDRESSED: Crime at Fayetteville High School West Campus

GOAL STATEMENT: Provide a crime free enviroment for students and teachers at Fayetteville West Campus

OBJECTIVE(S)	Measurement Tool	Person Responsible	Target Completion Date	Standard for Successful Completion
Assign one trained certified police officer as a School Resource Officer to Fayetteville West Campus	Officer Daily Reports	Lt. Johnson	4/15/00	100%
Educate students about the police and criminal justice systems	# of students receiving information through officer teaching classes	Officer Stout	4/15/00	100% of designated students
Reduce the number of minor and first offense cases reaching juvenile court	Officer responds to all criminal and potenially criminal incindents on campus.	Officer Stout	5/15/00	85%
Provide Juvenile Concerns Committee with monthly report on the School Resource Officer Program	Monthly reports	Lt. Johnson	4/15/00	100%

Juvenile Accountability Incentive Block Grant
BUDGET SUMMARY

Grantee: City of Fayetteville			Grant Period: 02-15-99 – 01-15-2000
Address: 113 West Mountain Fayetteville, AR 72701			
Employer ID #: 71-6018462		Fiscal Year from: Jan.	to: Dec.
BUDGET CATEGORIES	**JAIBG FUNDS**	**CASH MATCH**	**CATEGORY TOTALS**
Planning & Administrative Cost			
Regular Salaries: Fringe Benefits	28,646.00 6,431.00	3,183.00 714.00	31,829.00 7,145.00
A. *Subtotal*:	35,077.00	3,897.00	38,974.00
Maintenance and General Operation:			
Conference Fees and Travel:			
Professional Fees and Service:			
Equipment:			
B. *Subtotal:*			
TOTAL Program COSTS (A+B)	35,077.00	3,897.00	38,974.00
PERCENTAGE OF TOTAL COST	90%	10%	100%

GRANTEE: City of Fayetteville, Arkansas

JAIBG APPLICATION
DETAILED LINE ITEM BUDGET - SUPPORTING SCHEDULE
(Use additional page if necessary.)

Describe in detail the line items listed on the Budget Summary to provide justification for the items and an explanation of how costs were computed.

Salary:	
800 hours @ 12.905/hr. = 20 weeks	10,324.00
1600 hours @ 13.441/hr. = 40 weeks	21,505.00
	31,829.00
Fringe benefits:	
FICA 1.45% of salary	462.00
Life insurance - Salary X1.5X.00456	218.00
Health insurance - 128.73/mo X 15 months	1,931.00
Long term disabiltiy ins. - Salary / 100 X .46	146.00
Accidental Death and Dismemberment ins. 3.75/mo	56.00
LOPFI retirement 10.88% of salary	3,463.00
Worker's compensation- Salary / 100 X 2.73	869.00
	7,145.00

JAIBG WAIVER REQUEST FORM

City of Fayetteville
ame of County/City/Town
ieutenant Frank Johnson
ame of Project Director
P.O. Box 1988
ailing Address
Fayetteville AR 72702
ity/Town State Zip Code
(501) 587-3510
elephone Number
(501) 587-3522
FAX Number
$35,077.00
nount of Funds Received

For DYS Use Only

AIVER

cal units of government must provide an assurance that, other than funds set aside for administration, not less than 45 rcent is allocated for program purpose areas 3-9, and not less than 35 percent is allocated for program purpose areas 1, and 10. This allocation is required ***unless*** the local unit of government certifies, in the space provided below, that the erest of public safety and juvenile crime control would be better served by expending its funds in a proportion other an the 45 and 35 percent minimums. This certification/waiver should provide information concerning the availability of ernative funding sources, existing structures, and the reasons for the alternative use. ***However, with or without this iver, all funds must be expended for programs within the 12 authorized program purpose areas.*** *(Please use no more an the space available on this page for your explanation)*

he Fayetteville Police Department requests a wavier from the percentages of required use for ese grant funds. The City of Fayetteville does not provide juvenile court, prosecutor, or judge. The City of Fayetteville Police Department will use all funds to provide salary for on officer to be assigned as a School Resource Officer at Fayetteville West Campus. The School Resource Officer Program is an accountability based program designed to protect students and school personnel from drug, gang and youth violence.

nature of Authorized Official

Date

*The Authorized Official must have legal authority to represent a local unit of government.

JAIBG CASH MATCH REQUIREMENT FORM

Match

al unit of government may allocate up to 10 percent of the total program cost for administrative costs :d to the JAIBG programs. All funds used for administrative costs are subject to the Cash Match rement. The local government recipient of the JAIBG award must contribute (in the form of a Cash Match) :rcent of the total program cost (other than costs of construction of permanent correctional facilities, which re a 50 percent match). The total program cost is made up of the Federal award amount and the Cash ı. If only the Federal amount is known, the calculation of the match requirements is as follows:

Convert the Federal award amount percentage to a fraction (example, 90 percent = 9/10).
Invert the fraction from 9/10 to 10/9.
Multiply the Federal award amount by the numerator (example, 10,000 x 10 = $100,000).
Divide the result by the denominator to determine the total program cost (example, $100,000/9 = $11,111.11).
Subtract the amount of the Federal award from the total program cost to determine the Cash Match (example, $11,111.11 – $10,000 = $1,111).

vable Sources of Cash Match are:

City and County Appropriations
Housing and Community Development Act
Equitable Sharing Program, a Federal asset forfeiture distribution program to state and local officials
Appalachian Regional Development Act
Private Funds

ɜning this form you are confirming you have read the above mentioned stipulation and have included the red Cash Match with this application.

ature of Authorized Official

Date

***The Authorized Official must represent a local unit of government; e.g., a mayor or county judge.**

ASSURANCES AND CERTIFICATION BY APPLICANT

Assurances

Applicant assures and certifies that he/she has read and will comply with the following:

1. The **Grantee** shall provide the services under the terms of this agreement in accordance with the purposes, goals, objectives, and target groups as so stated in the application for funding and any approved addendum.

2. The **Applicant** possesses the legal authority to apply for this grant; a resolution or motion has been adopted by the applicant's governing body which authorizes the submittal of this application, including all understanding and assurances contained herein, directing and authorizing the "official representative" to act in connection with the application and to provide such additional information as may be required.

3. The **Grantee** will comply with Titles IV and VI of the Civil Rights Act of 1964 and with Section 504 of the Rehabilitation Act of 1973, in that no person shall, on the grounds of race, color, national origin or handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal Financial Assistance. Equal opportunity will also be assured in all employment practices.

4. Facilities, programs, and services supported through these funds will be located as to be readily accessible, available, and responsible to the needs of the population without discrimination because of sex, creed, race, or duration of residence.

5. Safeguards will be established to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

6. The Arkansas Department of Human Services, Division of Youth Services, through any authorized representative or any duly authorized representative of federal government, will have access to and the right to examine all records, books, papers, or documents relating to the grant funding.

Juvenile Justice Program Assurances

8. The **Grantee** understands that failure to establish or operate the funded program in accordance with the terms of the funded application, in the opinion of the Division of Youth Services (DYS), may result in the awarded funds being withdrawn.

9. An annual audit for the fiscal period of the grant shall be conducted by a Certified Public Accountant in accordance with the generally accepted governmental audit standards. Subrecipients under this agreement should comply with the guidelines of the relevant OMB audit circular in effect at the close of the fiscal year of the subrecipient. State and local government subrecipients should follow the guidelines of OMB Circular A-128 or its successor. Non-profit organizations and educational institutions should follow the guidelines of the provisions of OMB Circular A-133. Audit reports should be submitted within **120 Days** following the end of the subgrantee's fiscal year. One (1) original and two (2) copies of the audit report should be submitted to the following address: Assistant Director Office of Chief Counsel/Audit Section, Department of Human Services, Slot 900, P.O. Box1437, Little Rock, AR 72203-1437

10. The **Grantee** shall provide such **program reports** as requested, as well as a **Final Report**, to DYS within 90 days of the end of the grant period or the end of the proposed activities, whichever is sooner.

11. The **Grantee** shall provide **Monthly/Quarterly Expenditure Reports** to the Division of Youth Services JJDP Unit. Failure to submit these reports will delay the processing of requests for reimbursement grant payments.

12. The **Grantee** shall provide **Monthly Activity Reports** to the Division of Youth Services/JJDP Unit, by the 15th of the following month. Any report received after the 15th will be considered delinquent (unless the 15th falls on a weekend or a holiday). The request for funds form will not be processed until both the financial and subgrant activity reports have been received and approved by the JJDP Unit.

Juvenile Justice Program Assurances

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:

1) the percentage of the total costs of the program or project which will be financed with Federal money;

2) the dollar amount of Federal funds for the project or program: and

3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

These **Assurances** are part of the project grant application. An official who is a duly authorized representative of the Applicant must certify by his/her signature that the organization will comply with the provisions of the applicable laws, regulations, and policies related to the project.

By signing in the designated area below, the applicant agrees to abide by the stipulation contained in this application. Further, by virtue of these signatures, the applicant assures that this application was presented to the applicant organization governing board and received approval.

Signature_____ Signature_____
(Board President if applicable) (Mayor, City Director, County Judge)

Typed Name_____ Typed Name Fred Hanna, Mayor

Date_____ Date 01/28/99

ASSURANCES

DEPARTMENT OF HEALTH AND HUMAN SERVICES
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED

The undersigned (*hereinafter called the "provider"*) hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (*29 U.S.C. 794*), THE Americans With Disabilities Act of 1990, as amended, all requirements imposed by the applicable HHS regulation (*45 CFR Part 84*), and all guidelines and interpretations issued pursuant thereto.

Pursuant to S84.5(a) of the regulation [45 CFR 84.5(a)], the provider gives this assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (*except procurement contracts and contracts of insurance or guaranty*), property, discounts, or other federal financial assistance extended by the Department of Health and Human Services after the date of this assurance, including payments or other assistance made after such date on applications for federal financial assistance that were approved before such date. The provider recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States will have the right to enforce this assurance through lawful means. This assurance is binding on the provider its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the provider.

This assurance obligates the provider for the period during which federal financial assistance is extended to it by the Department of Health and Human Services or, where the assistance is in the form of real or personal property, for the period provided for in S84.5(b) of the regulations [45 CFR 84.5(b)].

The provider: [Check (a) or (b)]

a.( ) employs fewer than fifteen persons;
b.( ) employs fifteen or more persons and, pursuant to S84.7(a) of the regulation [45 CFR 84.7(a)], has designated the following person(s) to coordinate its efforts to comply with the HHS regulations:

_____
Name of Designee(s) (*Type or Print*)

_____ _____
Name of provider/agency Street address or P.O. Box

_____ _____
(IRS) Employer ID # City _____
_____
State Zip

I certify that the above information is complete and correct to the best of my knowledge.

_____ _____
Date Signature and Title of Authorized Official

If there has been a change in name or ownership within the last year, please print the former name below:

Form **W-9**
(Rev. March 1994)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)

Business name (Sole proprietors see instructions on page 2.)
City of Fayetteville, AR

Please check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ▶ Municipal Government

Address (number, street, and apt. or suite no.)
113 West Mountain

Requester's name and address (optional)

City, state, and ZIP code
Fayetteville, AR 72701

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Social security number
| | | + | | + | | | | |

OR

Employer identification number
7 1 - 6 0 1 8 4 6 2

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

▶

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign Here | Signature ▶ Marilyn J. Cramer Accounting Manager | Date ▶ 2/3/99

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: *If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS tells the requester that you furnished an incorrect TIN, or
3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or
5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get **Form SS-5**, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or **Form SS-4**, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

AVIATION GRANT
I.F.1

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
XX GRANT REVIEW

For the Fayetteville City Council meeting of February 16, 1999

FROM:

Kevin Crosson (Name) | Administrative Services (Division) | Administrative Services (Department)

ACTION REQUIRED: Acceptance of a pass-through grant from the Arkansas Department of Economic Development to the Northwest Arkansas Aviation Technologies Center for the purpose of establishing an Aviation Maintenance Technology Program (A&P) at Drake Field; approval of an agreement with Northwest Arkansas Aviation Technologies Center; and, approval of a budget adjustment recognizing the grant and related expenditure.

COST TO CITY:

$(1,800,000) Grant Revenue

$ 1,800,000 Grant Expend.	$ -0-	Economic Development Grant
Cost of this Request	Category/Project Budget	Category/Project Name
1010-0001-4302-00		
1010-6600-57XX-XX	$ -0-	Miscellaneous
Account Number	Funds Used To Date	Program Name
	$ -0-	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ____ Budgeted Item XX Budget Adjustment Attached

Budget Coordinator | Administrative Services Director

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

Accounting Manager | Date | Internal Auditor | Date

City Attorney | 3-26-99 Date | ADA Coordinator | Date

Purchasing Officer | Date

STAFF RECOMMENDATION: Approval of grant agreement; approval of agreement with the Northwest Arkansas Aviation Technologies Center; and, approval of a budget adjustment.

Division Head | Date

Department Director | Date

Administrative Services Director | Date

Mayor | Date

Cross Reference

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

Prev Ord/Res #:

Orig Contract Date:

C:\APP\99BUDGET\BUDGETNO\ECON_DEV.GRT

AVIATION GRANT
I.F.2

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fred Hanna, Mayor

From: Kevin Crosson, Administrative Services Director

re: Economic Development Grant Award - Aviation Maintenance Technology Program

Date: February 3, 1999

The Arkansas Department of Economic Development has awarded a pass-through grant to establish the Northwest Arkansas Aviation Technologies Center (NWAATC) at Drake Field in Fayetteville. The NWAATC will utilize the funds to establish an aviation maintenance technology program, which will be certified under the Federal Aviation Administration (FAA) - Regulation 147 for training of airframe and powerplant mechanics. The school will utilize an executive hanger at Drake Field.

City Council is requested to accept the grant award, approve an agreement with the Northwest Arkansas Aviation Technologies Center, and approve a budget adjustment recognizing the grant revenue and establishing an expenditure budget for the grant expenses.

ECONOMIC INFRASTRUCTURE FUND GRANT PROGRAM GRANT AGREEMENT

PART I

Signatory Page

Grantee: City of Fayetteville

Grant Control: #EIF 9810

Grant Amount: $1,800,000

Activity Type: Training

GRANTOR

Arkansas Department of Economic Development
#1 Capitol Mall, Room 4B206
Little Rock, Arkansas 72201
Phone: (501) 682-1211

GRANTEE

Name: **City of Fayetteville**
Address: **113 W. Mountain**
Fayetteville, AR 72701
County: **Washington**
Phone: (501) **521-7700**

1. This Grant Agreement, is entered into by the Arkansas Department of Economic Development, Grantor, and the City of Fayetteville, Grantee, for the purpose of providing funds to Grantee to undertake public works projects which support private sector job creation opportunities pursuant to Act 506 of 1997 and its successors. The Grantee agrees to initiate and complete a public works project in accordance with the terms of this Grant Agreement.

2. The Grantee further warrants it will conduct and administer the grant in accordance with this Agreement and all applicable State laws and regulations.

ARKANSAS DEPARTMENT OF ECONOMIC DEVELOPMENT

BY:

Signature

Barbara I. Pardue
Name

Executive Director
Title

Date

CITY OF FAYETTEVILLE
Grantee

BY:

Signature

Fred Hanna
Name

Mayor of Fayetteville
Title

Date

DN:dh

- GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

In consideration of the general terms and conditions hereinafter contained, the Grantor and the Grantee agree as follows:

1. **COMPENSATION AND METHOD OF PAYMENT.** The Grantor will utilize a grant request for payment procedure and will authorize the Grantee to draw up to **$1,800,000** against a Grant Award through the State Treasury, consistent with all fiscal requirements stipulated herein. The Grantee may request and receive authorized grant funds by submitting appropriate forms and documentation, subject to approval by the Grantor, for payments of allowable expenses incurred by the Grantee while undertaking approved project activities in accordance with this Grant Agreement. These expenses must be identified by line item categories, which correspond to the line item categories on this Grant Agreement's Scope of Work-Budget. Requisitions will be mailed to the Grantor, and the Grantor will review and approve the requisitions before issuing Payment to the Grantee.

   It is expressly understood that Grantor will honor requests for payment and disburse funds only to the extent that funds have been released to Grantor therefore, consistent with the requirements of the General Accounting and Budgetary Procedures Law, the Revenue Stabilization Law and any other applicable fiscal control laws and regulations promulgated by the Department of Finance and Administration.

2. **LEGAL AUTHORITY.** By signing the Grant Agreement Document's Signatory Sheet, the Grantee certifies that it possesses legal authority to accept grant funds and to execute the project described in this Grant Agreement. This act of signing will also certify that the Grantee will comply with
   all parts of this Agreement.

3. **WAIVERS.** No conditions or provisions of this Grant Agreement may be waived unless approved by the Grantor, in writing.

4. **ASSIGNABILITY.** The Grantee will not assign any interest in this Grant Agreement and will not transfer any interest in the same (whether by assignment or novation).

5. **SPECIAL CONDITIONS.** The Grantee will comply with all special conditions and attachments incorporated herein to this grant award. Compliance approval and clearance of special conditions will be given by the Grantor in writing after receipt and review of evidence of compliance from the Grantee. Official notification of a special condition and the Grantor's approval and/or clearance of special conditions must be retained by the Grantee in its files.

6. **FINANCIAL MANAGEMENT AND ACCOUNTING.** The Grantee will establish and maintain a financial management and accounting system, which conforms to generally accept accounting principles and complies with all applicable State requirements.

7. **ALLOWABLE COSTS.** All costs necessary to carry out the eligible activities in the project must be consistent with and not exceed the limitations imposed by special conditions, scope of work and budget.

8. **AMENDMENTS AND MODIFICATIONS.** The Grantor will consider project amendments if they are necessitated by actions beyond the control of a Grantee. The Grantee may request or the Grantor may require an amendment or modification of the Grant Agreement. However, such amendment or modification will not take effect until approved, in writing, by the Grantor. The Grantee must sign and return the amendment to ADED within three days. The Grantee must request prior approval for all amendments or modifications. Amendments will not be approved which would materially alter the circumstances under which the grant was originally funded.

9. RECORD KEEPING. The Grantee agrees to keep such records as the Grantor may require. All such records, and other records pertinent to the grant and work undertaken as part of the project, will be retained by the Grantee for a period of three years after the final audit of the program.

10. ACCESS TO RECORDS. The Grantor and duly authorized officials of the State will have full access and the right to examine any pertinent documents, papers, records, and books of the Grantee and of persons or organizations with which the Grantee may contract, which involve transactions related to this Grant Agreement. The Grantee's contract with other persons or organizations must specifically provide for the Grantor's access to documents as provided herein.

11. REPORTS. The Grantee, at such times and in such forms as the Grantor may require, will furnish the Grantor with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.

12. OBLIGATIONS REGARDING THIRD PARTY RELATIONSHIPS. The Grantee will remain fully obligated under the provisions of the Grant Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the project described herein. Any subcontractor who is not the Grantee will comply with all lawful requirements of the Grantee necessary to ensure that the project is carried out in accordance with the provisions of this Grant Agreement. Failure to comply will result in sanction upon Grantee, Administrator, Engineer/Architect or Sub Contractor. This sanction will result in ADED not working with said persons, for a period of not less than one year or more than five years and/or a suspension of existing funding.

The Grantee shall secure all such services in accordance with applicable State law and the provisions of this Grant Agreement, and shall notify the Grantor, in writing, of the method utilized to secure services, the name and address of the service provider(s), the scope of work anticipated and the terms of compensation.

13. CONFLICT OF INTEREST. No officer or employee of the Grantor, no member, officer, or employee of the Grantee or its designees or agents, no member of the governing body of the jurisdiction in which the project is undertaken or located and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his tenure, will have any personal or pecuniary gain or interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this agreement. The Grantee will incorporate, or cause to incorporate, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this provision. The Grantor reserves the right to waive certain provisions of this clause in the event of a situation once justified as unavoidable by the Grantee, and approved by the Grantor which necessitates such a waiver.

14. POLITICAL ACTIVITY. No portion of the funds provided hereunder will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

15. NOTICES. The Grantee will comply with all public notices or notices to individuals required by applicable State laws.

16. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION. The assistance provided under this Grant Agreement will not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement.

17. **TERMINATION BY MUTUAL AGREEMENT**. This Grant Agreement may be terminated, in whole or in part, prior to the completion of project activities when the Grantor determines that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Grantee will not incur new obligations for the terminated portion after the effective date, and will cancel as many outstanding obligations as possible. The Grantor will make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

18. **TERMINATION FOR CAUSE**. If the Grantee fails to comply with the terms of the Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Grantor may:

    (a) Suspend Grant Payments - After notice to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate by the Grantor.

    (b) Terminate in toto - Terminate the grant in whole, or in part at any time before the final grant payment is made.

    The Grantor will promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination.

    Payments made to the Grantee or recoveries by the Grantor will be in accordance with the legal rights and liabilities of the parties.

19. **RECOVERY OF FUNDS**. In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Grantor may institute actions to recover all or part of the proper funds paid to the Grantee.

20. **DISPUTES**. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by provision of the Grant Agreement, will be decided by the Grantor which will reduce its decision to writing and mail or otherwise furnish a copy thereof to the Grantee. The decision of the Grantor will be final and conclusive. This does not preclude the consideration of questions of law in connection with decisions provided for in the preceding paragraph; provided that nothing in this Grant Agreement will be construed as making final the decision of any administrative official, representative, or board on a question of law.

21. **INDEMNIFICATION**. The Grantee will defend, protect, and save harmless the Grantor from and against all claims, suits, and actions arising from any act or omission of the Grantee or any employee or agents of either in the performance of this Grant Agreement. However, this clause shall not be construed to waive A.C.A. § 21-9-301 (1991 supp.).

22. **SEVERABILITY**. If any provision under this Grant Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect other provisions of the Grant Agreement which can be given effect without the invalid provision.

23. **PERFORMANCE**. The Grantor's failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any rights under this Grant Agreement.

24. ENFORCEMENT. If the Grantor determines that a Grantee's performance fails to meet the terms and conditions of its Grant Agreement, several courses of action may be pursued in order to resolve the problem. The Grantor may take any of the following actions, severally or in combination:

(a) Request additional information from the Grantee to verify the nature of inadequate performance;

(b) Conduct a site visit to examine pertinent records and recommend remedial cause of action;

(c) Issue a letter of warning, advising the Grantee of the deficiency, recommendations for corrections, date by which performance must be corrected and notice that more serious sanctions may be imposed if the situation continues or is repeated;

(d) Suspend funding of questioned activities until remedies are effected;

(e) Establish sanctions upon Grantee, Administrator, Engineer/Architect or Sub Contractor. This sanction will be for a period of not less than one year but not more than five years. Require reimbursement of funds improperly spent; or

(f) Refer the matter to the Attorney General of Arkansas with a recommendation that a civil action be instituted.

25. AUDIT. The Grantee will be responsible for the conduct of a financial and compliance audit within a reasonable period after completion of project activities. Such audit must be performed by a certified public accountant whose services are secured through open, competitive bidding process or during the course of an audit conducted by staff of the Legislative Joint Audit Committee. The Grantor reserves the right to recover any unspent or questioned balance of grant funds, if any, from the Grantee after final audit.

26. CLOSE-OUT. The Grantor will advise the Grantee to initiate close-out procedures when the Grantor determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

(a) All costs to be paid with grant funds have been incurred with the exception of any unsettled third party claims against the Grantee. Costs are incurred when goods and services are received and/or contract work is performed;

(b) The last required progress report have been submitted. The Grantee's failure to submit or update will not preclude the Grantor from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount which may be in the Grantee's possession will be returned in the event of the Grantee's failure to furnish or update the report; and

(c) Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement, and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

27. The Grantee agrees, as a condition of receiving grant assistance, to abide by and adhere to any policy directives, rules, regulations or other requirements which may be issued from time to time by the Grantor, and which in the opinion of the Grantor are necessary to efficient or legal execution of the project.

28. The Grantee agrees to see that all work is performed and completed in a manner consistent with timelines established at the Grants inception. Failure to meet these timelines without acceptable justification may result in sanction and or deobligation of funding to Grantee and/or Sub Contractors.

PART III SCOPE OF WORK, SPECIAL CONDITIONS, *BUDGET, AND PROJECT SCHEDULE*

SECTION A - SCOPE OF WORK

Grantee: City of Fayetteville — *Amendment #* N/A

Control #: EIF 9810 — *Amendment Date* N/A

The project described more fully herein, consists of a grant to the Grantee for the purpose of providing the initial start-up financing to establish the Northwest Arkansas Aviation Technologies Center ("NWAATC") at Drake Field in Fayetteville. The NWAATC will utilize the grant funds to establish an Aviation Maintenance Technology Program, which will be certified under the Federal Aviation Administration (FAA) - Regulation 147 (see Exhibit A) for training of airframe and powerplant mechanics (A&P). The location of the NWAATC is shown on the project map, which is attached hereto and incorporated herein by reference.

Northwest Arkansas Aviation Technologies Center (NWAATC)

The NWAATC is a new private non-profit corporation established to develop and implement a broadly based workforce development program which has, as its focus, the teaching of highly technical skills required by the FAA for certification of people to work on aircraft.

The Grantee will provide the EIF grant funds to the NWAATC to establish an Aviation Maintenance Technology Program (A&P) at Drake Field in Fayetteville. The NWAATC will be responsible for expending grant funds consistent with grant budget and providing any and all financial and program reporting required by the Grantee and Grantor. The NWAATC will provide an audit of any grants funds received on an annual basis until all funds are expended.

The three-phase curriculum, consisting of 1,960 hours of instruction, is designed to provide graduates with highly technical skills required by the aviation and aerospace industry, but such skills are widely applicable to all industries.

The first general phase provides students with training in mathematics, physics, electricity, fluids, corrosion control, materials and processes. The second airframe phase teaches sheet metal and structures, finishes, welding, rigging, gear systems, hydraulic and pneumatic power systems, atmosphere control, electronics and instruments, communication and navigation systems, fuel systems and fire protection systems. The third phase powerplant curriculum provides technical instruction in powerplant theory and maintenance, including instruments, fire protection, electrical systems, lubrication systems, ignition and starting systems, induction and airflow systems, fuel systems, cooling systems, and exhaust systems.

The NWAATC is designed to accommodate 150 students. Course work is expected to last 15 months for day sessions and 18 months for night sessions.

Job Creation

Ozark Aircraft Systems (OAS) – Aircraft Engineering and Modification Center at the new Northwest Arkansas Regional Airport began operations in late 1998 and has identified a need for 110 employees initially. Ninety (90) of these employees will work in the areas of electrical and sheetmetal fabrication and installation. OAS expects a 20% increase in staff per year and reach total employment of 500 within three years and 1,200 within eight years.

Grant Expenditures

A total of $1,800,000 in EIF grant funds may be used for the following costs of implementing the A&P Program through the NWAATC. Costs are associated with the initial 18-month implementation of the program.

1) Equipment $450,000

   a) General Section: Electrical Lab, Computer Lab, Training Aids and Support Materials - $46,000

   b) Airframe Section: Sheetmetal Shop, Composite Lab, Hydraulics and Pneumatics Lab, Landing Gear and Electrical Lab - $108,000

   c) Powerplant Section: Reciprocal Engine Shop, Turbine Engine Shop, Fuel and Ignition Systems Lab - $124,000

   d) Aircraft - $114,000

   e) Tool Room and Support Equipment - $12,000

   f) Technical Staff and Student Support Materials - $46,000

2) Program Certification and Documentation.....$400,000

   Curriculum and Operational Manuals, Lesson Plans and Project Guides, Course Test Banks, Students Records, Marketing Materials, And High School Program.

3) Instruction Management and Oversight $950,000
   18 month Design, Build, Operate and Transfer of Management

SECTION B - SPECIAL CONDITIONS

Grantee: City of Fayetteville

Control #: EIF 9810

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1. The Grantee shall ensure that all Requests for Payment are accompanied by invoices, which have been approved by the Grantee and/or the NWAATC. This documentation must accompany each Request for Payment before the Grantor will honor the Request.

2. The Grantee must conduct an audit of the EIF grant funds, at project completion and submit a copy of the audit to the Grantor for review.

3. For the three-year period following the implementation of the A&P Program, the Grantee must provide information regarding the enrollment of students in the school and placement of graduates of the A&P Program. This information should include:

   a) Total number of students enrolled in the school by class year;

   b) Total number of students graduating from the school by class year;

   c) Total number of students placed in A&P related employment;

   d) Total number of students placed in non-A&P related employment; and

   e) Total in-state vs out-of-state placements.

SECTION C - BUDGET

Grantee: City of Fayetteville Amendment: #

Grant Control #EIF 9810

Category: Economic Development

Activity: Training

Source of Funds

Cost Classification Sub-Costs	ADED	Cost Classification Total
Equipment	$ 450,000	$ 450,000
Program Certification/ Documentation	400,000	400,000
Instruction Management/ Oversight	950,000	950,000
Totals	$1,800,000	$1,800,000

EXHIBIT A

U.S. Department of Transportation
Federal Aviation Administration

Advisory Circular

AC 147-3
5/22/91

Certification And Operation Of Aviation Maintenance Technician Schools

Initiated by: AFS-340

(ii) Development of sufficient manipulative skill to perform basic operations.

(iii) Instruction by lecture, demonstration, discussion, and limited practical application.

(3) Level 3 requires:

(i) Knowledge of general principles, and performance of a high degree of practical application.

(ii) Development of sufficient manipulative skills to simulate return to service.

(iii) Instruction by lecture, demonstration, discussion, and a high degree of practical application.

(c) Teaching materials and equipment. The curriculum may be presented utilizing currently accepted educational materials and equipment, including, but not limited to: calculators, computers, and audio-visual equipment.

[Amdt. 147-2, 35 FR 5534, Apr. 3, 1970, as amended by Amdt. 147-5, 57 FR 28980, June 29, 1992]

APPENDIX B TO PART 147—GENERAL CURRICULUM SUBJECTS

This appendix lists the subjects required in at least 400 hours in general curriculum subjects.

The number in parentheses before each item listed under each subject heading indicates the level of proficiency at which that item must be taught.

Teaching level

A. BASIC ELECTRICITY

(2) 1. Calculate and measure capacitance and inductance.

(2) 2. Calculate and measure electrical power.

(3) 3. Measure voltage, current, resistance and continuity.

(3) 4. Determine the relationship of voltage, current, and resistance in electrical circuits.

(3) 5. Read and interpret aircraft electrical circuit diagrams, including solid state devices and logic functions.

(3) 6. Inspect and service batteries

B. AIRCRAFT DRAWINGS

(2) 7. Use aircraft drawings, symbols, and system schematics.

(3) 8. Draw sketches of repairs and alterations.

(3) 9. Use blueprint information.

(3) 10. Use graphs and charts.

C. WEIGHT AND BALANCE

(2) 11. Weigh aircraft.

(3) 12. Perform complete weight-and-balance check and record data.

D. FLUID LINES AND FITTINGS

(3) 13. Fabricate and install rigid and flexible fluid lines and fittings.

E. MATERIALS AND PROCESSES

(1) 14. Identify and select appropriate nondestructive testing methods.

(2) 15. Perform dye penetrant, eddy current, ultrasonic, and magnetic particle inspections.

(1) 16. Perform basic heat-treating processes.

(3) 17. Identify and select aircraft hardware and materials.

(3) 18. Inspect and check welds.

(3) 19. Perform precision measurements.

F. GROUND OPERATION AND SERVICING

(2) 20. Start, ground operate, move, service, and secure aircraft and identify typical ground operation hazards.

(2) 21. Identify and select fuels.

G. CLEANING AND CORROSION CONTROL

(3) 22. Identify and select cleaning materials.

(3) 23. Inspect, identify, remove, and treat aircraft corrosion and perform aircraft cleaning.

H. MATHEMATICS

(3) 24. Extract roots and raise numbers to a given power.

(3) 25. Determine areas and volumes of various geometrical shapes.

(3) 26. Solve ratio, proportion, and percentage problems.

(3) 27. Perform algebraic operations involving addition, subtraction, multiplication, and division of positive and negative numbers.

I. MAINTENANCE FORMS AND RECORDS

(3) 28. Write descriptions of work performed including aircraft discrepancies and corrective actions using typical aircraft maintenance records.

(3) 29. Complete required maintenance forms, records, and inspection reports.

J. BASIC PHYSICS

(2) 30. Use and understand the principles of simple machines; sound, fluid, and heat dynamics; basic aerodynamics; aircraft structures; and theory of flight.

K. MAINTENANCE PUBLICATIONS

(3) 31. Demonstrate ability to read, comprehend, and apply information contained in FAA and manufacturers' aircraft maintenance specifications, data sheets, manuals, publications, and related Federal Aviation Regulations, Airworthines Directives, and Advisory material.

(3) 32. Read technical data.

L. MECHANIC PRIVILEGES AND LIMITATIONS

(3) 33. Exercise mechanic privileges within the limitations prescribed by part 65 of this chapter.

[Amdt. 147-2, 35 FR 5534, Apr. 3, 1970, as amended by Amdt. 147-5, 57 FR 28960, June 29, 1992]

APPENDIX C TO PART 147—AIRFRAME CURRICULUM SUBJECTS

This appendix lists the subjects required in at least 750 hours of each airframe curriculum, in addition to at least 400 hours in general curriculum subjects.

The number in parentheses before each item listed under each subject heading indicates the level of proficiency at which that item must be taught.

I. Airframe Structures

Teaching level

A. WOOD STRUCTURES

(1) 1. Service and repair wood structures.
(1) 2. Identify wood defects
(1) 3. Inspect wood structures

B. AIRCRAFT COVERING

(1) 4. Select and apply fabric and fiberglass covering materials.
(1) 5. Inspect, test, and repair fabric and fiberglass.

C. AIRCRAFT FINISHES

(1) 6. Apply trim, letters, and touchup paint.
(2) 7. Identify and select aircraft finishing materials.
(2) 8. Apply finishing materials.
(2) 9. Inspect finishes and identify defects.

D. SHEET METAL AND NON-METALLIC STRUCTURES

(2) 10. Select, install, and remove special fasteners for metallic, bonded, and composite structures.
(2) 11. Inspect bonded structures.
(2) 12. Inspect, test, and repair fiberglass, plastics, honeycomb, composite, and laminated primary and secondary structures.
(2) 13. Inspect, check, service, and repair windows, doors, and interior furnishings.
(3) 14. Inspect and repair sheet-metal structures.
(3) 15. Install conventional rivets.
(3) 16. Form, lay out, and bend sheet metal.

E. WELDING

(1) 17. Weld magnesium and titanium.
(1) 18. Solder stainless steel.
(1) 19. Fabricate tubular structures.
(2) 20. Solder, braze, gas-weld, and arc-weld steel.
(1) 21. Weld aluminum and stainless steel.

F. ASSEMBLY AND RIGGING

(1) 22. Rig rotary-wing aircraft.
(2) 23. Rig fixed-wing aircraft.
(2) 24. Check alignment of structures.
(3) 25. Assemble aircraft components, including flight control surfaces.
(3) 26. Balance, rig, and inspect movable primary and secondary flight control surfaces.
(3) 27. Jack aircraft.

G. AIRFRAME INSPECTION

(3) 28. Perform airframe conformity and airworthiness inspections.

II. Airframe Systems and Components

Teaching level

A. AIRCRAFT LANDING GEAR SYSTEMS

(3) 29. Inspect, check, service, and repair landing gear, retraction systems, shock struts, brakes, wheels, tires, and steering systems.

B. HYDRAULIC AND PNEUMATIC POWER SYSTEMS

(2) 30. Repair hydraulic and pneumatic power system components.

(3) 31. Identify and select hydraulic fluids.

(3) 32. Inspect, check, service, troubleshoot, and repair hydraulic and pneumatic power systems.

C. CABIN ATMOSPHERE CONTROL SYSTEMS

(1) 33. Inspect, check, troubleshoot, service, and repair heating, cooling, air conditioning, pressurization systems, and air cycle machines.

(1) 34. Inspect, check, troubleshoot, service, and repair heating, cooling, air-conditioning, and pressurization systems.

(2) 35. Inspect, check, troubleshoot, service and repair oxygen systems.

D. AIRCRAFT INSTRUMENT SYSTEMS

(1) 36. Inspect, check, service, troubleshoot and repair electronic flight instrument systems and both mechanical and electrical heading, speed, altitude, temperature, pressure, and position indicating systems to include the use of built-in test equipment.

(2) 37. Install instruments and perform a static pressure system leak test.

E. COMMUNICATION AND NAVIGATION SYSTEMS

(1) 38. Inspect, check, and troubleshoot autopilot servos and approach coupling systems.

(1) 39. Inspect, check, and service aircraft electronic communications and navigation systems, including VHF passenger address interphones and static discharge devices, aircraft VOR, ILS, LORAN, Radar beacon transponders, flight management computers, and GPWS.

(2) 40. Inspect and repair antenna and electronic equipment installations.

F. AIRCRAFT FUEL SYSTEMS

(1) 41. Check and service fuel dump systems.

(1) 42. Perform fuel management transfer, and defueling.

(1) 43. Inspect, check, and repair pressure fueling systems.

(2) 44. Repair aircraft fuel systems components.

(2) 45. Inspect and repair fluid quantity indicating systems.

(2) 46. Troubleshoot, service, and repair fluid pressure and temperature warning systems.

(3) 47. Inspect, check, service, troubleshoot, and repair aircraft fuel systems.

G. AIRCRAFT ELECTRICAL SYSTEMS

(2) 48. Repair and inspect aircraft electrical system components; crimp and splice wiring to manufacturers' specifications; and repair pins and sockets of aircraft connectors.

(3) 49. Install, check, and service airframe electrical wiring, controls, switches, indicators, and protective devices.

(3) 50.a. Inspect, check, troubleshoot, service and repair alternating and direct current electrical systems.

(1) 50.b. Inspect, check, and troubleshoot constant speed and integrated speed drive generators.

H. POSITION AND WARNING SYSTEMS

(2) 51. Inspect, check and service speed and configuration warning systems, electrical brake controls, and anti-skid systems.

(3) 52. Inspect, check, troubleshoot, and service landing gear position indicating and warning systems.

I. ICE AND RAIN CONTROL SYSTEMS

(2) 53. Inspect, check, troubleshoot, service, and repair airframe ice and rain control systems.

J. FIRE PROTECTION SYSTEMS

(1) 54. Inspect, check, and service smoke and carbon monoxide detection systems.

(3) 55. Inspect, check, service, troubleshoot, and repair aircraft fire detection and extinguishing systems.

[Amdt. 147-2, 35 FR 5535, Apr. 3, 1970, as amended by Amdt. 147-5, 57 FR 29960, June 29, 1992]

APPENDIX D TO PART 147—POWERPLANT CURRICULUM SUBJECTS

This appendix lists the subjects required in at least 750 hours of each powerplant curriculum, in addition to at least 400 hours in general curriculum subjects.

The number in parentheses before each item listed under each subject heading indicates the level of proficiency at which that item must be taught.

I. Powerplant Theory and Maintenance

Teaching level

A. RECIPROCATING ENGINES

(1) 1. Inspect and repair a radial engine.
(2) 2. Overhaul reciprocating engine.
(3) 3. Inspect, check, service, and repair reciprocating engines and engine installations.
(3) 4. Install, troubleshoot, and remove reciprocating engines.

B. TURBINE ENGINES

(2) 5. Overhaul turbine engine.
(3) 6. Inspect, check, service, and repair turbine engines and turbine engine installations.
(3) 7. Install, troubleshoot, and remove turbine engines.

C. ENGINE INSPECTION

(3) 8. Perform powerplant conformity and air worthiness inspections.

II. Powerplant Systems and Components

Teaching level

A. ENGINE INSTRUMENT SYSTEMS

(2) 9. Troubleshoot, service, and repair electrical and mechanical fluid rate-of-flow indicating systems.
(3) 10. Inspect, check, service, troubleshoot, and repair electrical and mechanical engine temperature, pressure, and r.p.m. indicating systems.

B. ENGINE FIRE PROTECTION SYSTEMS

(3) 11. Inspect, check, service, troubleshoot, and repair engine fire detection and extinguishing systems.

C. ENGINE ELECTRICAL SYSTEMS

(2) 12. Repair engine electrical system components.
(3) 13. Install, check, and service engine electrical wiring, controls, switches, indicators, and protective devices.

D. LUBRICATION SYSTEMS

(2) 14. Identify and select lubricants.
(2) 15. Repair engine lubrication system components.
(3) 16. Inspect, check, service, troubleshoot, and repair engine lubrication systems.

E. IGNITION AND STARTING SYSTEMS

(2) 17. Overhaul magneto and ignition harness.
(2) 18. Inspect, service, troubleshoot, and repair reciprocating and turbine engine ignition systems and components.
(3) 19.a. Inspect, service, troubleshoot, and repair turbine engine electrical starting systems.
(1) 19.b. Inspect, service, and troubleshoot turbine engine pneumatic starting systems..

F. FUEL METERING SYSTEMS

(1) 20. Troubleshoot and adjust turbine engine fuel metering systems and electronic engine fuel controls.
(2) 21. Overhaul carburetor.
(2) 22. Repair engine fuel metering components.
(3) 23. Inspect, check, service, troubleshoot, and repair reciprocating and turbine engine fuel metering systems.

G. ENGINE FUEL SYSTEMS

(2) 24. Repair engine fuel system components.
(3) 25. Inspect, check, service, troubleshoot, and repair engine fuel systems.

H. INDUCTION AND ENGINE AIRFLOW SYSTEMS

(2) 26. Inspect, check, troubleshoot, service and repair engine ice and rain control systems.
(1) 27. Inspect, check, service, troubleshoot and repair heat exchangers, superchargers and turbine engine airflow and temperature control systems.
(3) 28. Inspect, check, service, and repair carburetor air intake and induction manifolds.

I. ENGINE COOLING SYSTEMS

(2) 29. Repair engine cooling system components.

(3) 30. Inspect, check, troubleshoot, service, and repair engine cooling systems.

J. ENGINE EXHAUST AND REVERSER SYSTEMS

(2) 31. Repair engine exhaust system components.

(3) 32.a. Inspect, check, troubleshoot, service, and repair engine exhaust systems.

(1) 32.b. Troubleshoot and repair engine thrust reverser systems and related components.

K. PROPELLERS

(1) 33. Inspect, check, service, and repair propeller synchronizing and ice control systems.

(2) 34. Identify and select propeller lubricants.

(1) 35. Balance propellers.

(2) 36. Repair propeller control system components.

(3) 37. Inspect, check, service, and repair fixed-pitch, constant-speed, and feathering propellers, and propeller governing systems.

(3) 38. Install, troubleshoot, and remove propellers.

(3) 39. Repair aluminum alloy propeller blades.

L. UNDUCTED FANS

(1) 40. Inspect and troubleshoot unducted fan systems and components.

M. AUXILIARY POWER UNITS

(1) 41. Inspect, check, service, and troubleshoot turbine-driven auxiliary power units.

(Sec. 6(c), Dept. of Transportation Act; 49 U.S.C. 1655(c)))

[Amdt. 147-2, 35 FR 5535, Apr. 3, 1970, as amended by Amdt. 147-5, 57 FR 28961, June 29, 1992]

Request for Financial Assistance

WORKFORCE DEVELOPMENT AND JOB OPPORTUNITY

Northwest Arkansas Aviation Technologies Center

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1. Knowledge, The Next Frontier.

"Arkansas' robust economy needs the sustenance of better educated citizens who can work in technology-based industries," Governor Huckabee said as he addressed the opening of his Summit on Economic Development on June 9, 1998.[1] The Governor continued to tell Summit participants that state government doesn't have the answers; the answers will come from the insights that have made your businesses, your enterprises, as successful as they are. Arkansas, he said, must find a way to replace manufacturing jobs that pay minimum wage - many of which are leaving for developing countries - with technology or knowledge-based jobs. "We can't muddle along doing things the way we've been doing them. We need to raise the standard of living instead of maintaining an inadequate one. We have not had the focus on technology that we intend to have," the Governor concluded.

On Thursday, November 20, 1997, the Governor announced that Barbara Pardue would lead the Arkansas Economic Development Commission (AEDC). At the announcement news conference, Ms. Pardue stated that she "would like to have a business plan for the agency, with a clear vision of where we want to go and the strategy for how we're going to get there."[2] The hint of that strategy surfaced the next day as Ms. Pardue and the Commission met at Fort Smith and heard a report that the two-year colleges in Arkansas had begun to coordinate workforce development resources and to look at now those resources can be used more efficiently to help businesses and industries train and educate employees.

Five short months later, the new business plan and strategy came into sharp focus when Ms. Pardue told the Commission at its meeting on April 16, 1998, in Fayetteville, that "Education is the key to economic development. We've got to educate our students in areas that are meaningful and marketable. We need to make sure kids understand that having a job in Arkansas is a benchmark, something to be proud of."[3] The best asset Arkansas can offer is a well-trained work force, she said. Pardue noted that partnerships that bring together educators, businessmen and students are in place in 12 communities, and those partnerships have worked so well that similar alliances are being considered on a regional level. Pardue further noted that funding for workforce development projects is being studied, and a recommendation on AEDC's role will be forthcoming.

Hopefully, AEDC's role will mirror the Governor's comment at the Economic Development Summit, "It takes a lot less money to do it right than it does to do it over."

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[1] The Morning News of Northwest Arkansas, June 10, 1998
[2] Arkansas Business, December 1, 1997
[3] The Morning News of Northwest Arkansas, April 17, 1998

2. Teamwork for the 21st Century.

Since its inception, the Northwest Arkansas Council has advocated the establishment of public and private partnerships which would enhance the region's economic well-being through the development of improved infrastructure, the creation of new job opportunity within high technology industries, and the implementation of training programs which provide our people with the skills required to secure the higher paying jobs of the future.

In his letter of August 27, 1997, to the Northwest Arkansas Alliance for Higher Education, an association consisting of the University of Arkansas, John Brown University, Northwest Technical Institute, and Northwest Arkansas Community College, the Council's Chairman John Paul Hammerschmidt suggested the creation of a new partnership between education and industry to pursue the implementation of an industry-driven curriculum in the fields of aviation maintenance technology, avionics, electronics, and such other industrial technology as may be mutually agreeable.

The Alliance, in keeping with its mission to encourage, facilitate and promote cooperation among the member institutions so as to best meet the educational needs of students and citizens in a productive manner, enacted its resolution of support for the workforce development and training program concept, and the institutions stated their desire to participate in instruction and training activities wherever appropriate to each institution's mission and resources.

Feeling the double-edged backlash of a declining number of skilled employees and increasing demands for a highly skilled workforce, local industry leaders in November, 1997, formed a consortium, Synergy-Tech/Northwest Arkansas Industries for Education, to help meet the educational and training needs of the region's industries. "To remain competitive, we must constantly educate and train our work force," said Sheryl Crisler, human resources manager for Pratt & Whitney. "Industry leaders recognize the need for continuous teaching and training in our environment to create a better work force."[4] Synergy-Tech received state funding to build a training center near the Northwest Technical Institute to offer a curriculum based on the specific needs of area industries and businesses, including hands-on training of entry level workers and upgrading skills of current employees.

Building on these beginnings, and taking this training to the next level, a new private non-profit corporation, the Northwest Arkansas Aviation Technologies Center, has been created to develop and implement a broadly based workforce development program which has, as its focus, the teaching of highly technical skills required by the Federal Aviation Administration for certification of people to work on aircraft.

Such a training program, measured by the stringent federal requirements which protect the public safety of air travel, requires the highest level of training standards. High standards, outstanding graduates, productive employees for all industries which require a high level of skills. That's the future.

Together, we can prepare Arkansas for Tomorrow's Jobs.

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[4] The Morning News of Northwest Arkansas, November 23, 1997.

3. Northwest Arkansas Aviation Technologies Center.

The Northwest Arkansas Aviation Technologies Center (ATC) is designed to bring a new technology to Northwest Arkansas. It's focus is driven by the desire to deliver to Arkansas citizens the highest level of skills training possible. That's why the Center, and its Board of Directors chaired by Mark Simmons, decided to pursue the development of an Aviation Maintenance Technology Program which would be certified under the Federal Aviation Regulation 147 (FAR-147) for the training of airframe and powerplant mechanics.

The three phase curriculum, consisting of 1,960 hours of instruction as set forth in Exhibit A, is designed to provide graduates with the highly technical skills required by the aviation and aerospace industry, but such skills are widely applicable to all industries. The first general phase provides students with training in mathematics, physics, electricity, fluids, corrosion control, materials and processes. The second airframe phase teaches sheet metal and structures, finishes, welding, rigging, gear systems, hydraulic and pneumatic power systems, atmosphere control, electronics and instruments, communication and navigation systems, fuel systems and fire protection systems. The third phase powerplant curriculum provides technical instruction in powerplant theory and maintenance, including instruments, fire protection, electrical systems, lubrication systems, ignition and starting systems, induction and airflow systems, fuel systems, cooling systems, and exhaust systems.

4. The Opportunities and the Problem.

"Aerospace education was one of the biggest issues we ran into when we came up here as a company," said a spokesman for Ozark Aircraft Systems (OAS).[5] OAS modifies aircraft, primarily large jets like the Boeing 737 and Airbus A300. Headquartered in Rogers, OAS is constructed the first of seven aircraft hangars planned for OAS at the Northwest Arkansas Regional Airport. Scheduled for completion in December, 1998, the first hangar is a 52,800 square foot structure design to accommodate the Boeing 747.

Engineers, managers, marketing personnel and a host of other specialists are needed by the company. Some are already available; others, particularly aircraft mechanics, have to learn their skills elsewhere. In the longer term, we won't be as successful as we could be if the labor force is not educated or trained in the business we're into.

People and their positive attitudes were the main reasons cited for bringing OAS to the region, and working with people in the educational system exemplifies that. OAS representatives have been speaking to local educators, talking up the idea of aviation education in Arkansas. "The local response has been phenomenal," they said. Fayetteville school district officials traveled to Tulsa (the closest aviation program is at Tulsa Technology Center through the Tulsa Aviation Education Alliance) to view that aviation technology program. John Davidson, principal of Fayetteville High West Campus said, "We're excited about the prospect of bringing a program to West Campus. There is a good possibility for an outstanding program here; we are very interested." While it is too early to tell if the program could become a reality, Davidson said the Tulsa meeting demonstrated that the dreams we have right now are possible.

[5] The Morning News of Northwest Arkansas, November 23, 1997

For the training to be successful, Davidson emphasized, the campus would have to work in partnership with a post-secondary entity like a college, community college, private company, or a non-profit training program. He was enthusiastic about the opportunity for students who complete this training. "We think if we could eventually pull this off, it would attract kids into high paying jobs. In Northwest Arkansas, that's a real need."

Dr. Doyle Williams, dean of the UA College of Business Administration, said OAS had already made contributions as co-directors of Partners in Progress. He anticipated student internships with the company, as well as the hiring of more business graduates. "We're real excited about bringing this kind of company to Northwest Arkansas, and the opportunity for graduates, as well as the contributions we see they'll be making to the economic development of the Northwest Arkansas economy," he said. Williams said that, in his four years in Arkansas, this is the first major shift in opportunity he has seen for the area, and felt the need for a cooperative effort. "The more the educational institutions can work together and respond to industry's needs, the greater the opportunity for us to contribute to the economic development of the state and region, and the better for all concerned," Williams concluded.

Dr. Otto Loewer, dean of the College of Engineering, said OAS has been a good partner, particularly in hiring engineering graduates and offering higher-paying employment opportunities. "Anything we can do to encourage the creation of these employment opportunities is consistent with what the college of engineering is trying to accomplish," Loewer said.

Northwest Technical Institute is stuck in a holding pattern with two state-approved aircraft maintenance programs that lack funding. NTI won approval by the state in 1997 for curricula for both airframe and powerplant maintenance programs, but funding for the expensive programs can't be squeezed out of NTI's existing budget. NTI faces a "catch-22" in its program plan. While the Federal Aviation Administration must approve the programs before the state will allocate new funding, the federal agency will not approve a program until it is already in operation. The whole problem is the money, says George Burch, director of NTI's business and industry training. "Airplane technology programs are relatively expensive to operate, let alone start. The programs require the purchase of airplanes for hands-on training, and qualified teaching personnel," Burch said.[6]

From the deans of two colleges at the University to a leading high school principal, the operative word is "opportunity":

- opportunity to provide demand driven high technology training;
- opportunity to create new jobs, and new career paths for secondary and post secondary students;
- opportunity to help existing industry succeed;
- opportunity to attract other aviation and aerospace companies to Arkansas by meeting their skilled people requirements.

But the problem, as NTI demonstrates, is the "money".

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[6] The Morning News of Northwest Arkansas, November 23, 1997

5. <u>Request for Financial Assistance.</u>

The Northwest Arkansas Aviation Technologies Center (ATC), a private, non-profit corporation, and its Board of Directors, plan to organize, develop, implement and operate an Aviation Maintenance Technology Training Program, commonly referred to as an A&P Program (an acronym for the program's (A)irframe and (P)owerplant curriculum).

The A&P Program, once operational, will be supported by tuition and fees charged to its students, thereby ensuring that future appropriation of state funding will not be necessary for continued operation and maintenance of the A&P training program.

The ATC has secured and will make available to its students an appropriate level of scholarship funding from private sector foundations, and it will implement industry driven internships and school-to-work programs, to ensure that qualified Arkansas citizens have the opportunity to participate in the skills training program and then join in the future job opportunity that results from such training.

However, the ATC has no funding to start the A&P Program. Without financial assistance from the State of Arkansas, the workforce training program will not be implemented, and the opportunity that is currently available will be irretrievably lost.

Therefore, the ATC respectfully requests that the State of Arkansas provide grant funds in the amount of $1.8 million to fund start-up costs of program implementation, as follows:

- Equipment . . . . . $ 450,000

  General Section: Electrical Lab, Computer Lab, Training Aids and Support Materials - $46,000
  Airframe Section: Sheetmetal Shop, Composite Lab, Hydraulics and Pneumatics Lab, Landing Gear and Electrical Lab - $108,000
  Powerplant Section: Reciprocal Engine Shop, Turbine Engine Shop, Fuel and Ignition Systems Lab - $124,000
  Aircraft - $114,000
  Tool Room and Support Equipment - $12,000
  Technical Staff and Student Support Materials - $46,000

- Program Certification and Documentation . . . . . $ 400,000

  Curriculum and Operational Manuals, Lesson Plans and Project Guides, Course Test Banks, Students Records, Marketing Materials, and High School Program

- Instruction Management and Oversight. . . . . <u>$ 950,000</u>

  18 Month Design, Build, Operate and Transfer of Management

- Total Start-Up Cost - 18-Month Plan . . . . . <u>$1,800,000</u>

5.1 Funding Options. The creation of an A&P Program represents a unique blend of economic development, workforce development, and workforce training issues, with special emphasis on aviation and aerospace. Given this unique combination of goals, it appears the project can be funded from three state grant sources: The Economic Infrastructure Fund, the Industry and Aerospace Development Fund, and the Economic Development Fund of Arkansas.

5.2 Funding Methodology. As a private, non-profit corporation, the ATC is ideally structured to own and operate a non-profit workforce training program, and to raise funds from the private sector to finance project operation and maintenance. However, it is ATC's belief that state grant funding can best be facilitated if awarded to a public entity, such as the City of Fayetteville, the Northwest Arkansas Community College, or Northwest Technical Institute, with funding flow to the ATC for project implementation and management.

5.3 Time is of the Essence. The ATC has worked almost a year to arrive at this point of program creation. As part of that effort, the relatively scarce equipment required by the FAA for program certification has been located, and we're ready to purchase the equipment will it is available. The ATC's failure to purchase such equipment, with its limited availability, could result in a prolonged delay in program implementation and a substantial increase in cost.

6. From Dreams to Reality.

Moving from dreams to reality requires prudent planning and hard work. Concepts must be explored and tested; alliances must be made; turf battles must be avoided; and the student must be the ultimate winner. The following presents a partial summary of ATC Board decisions which, if implemented, can move the A&P Program to reality.

6.1 Proving Feasibility. In 1997, the ATC contracted with The Sabre Group (TSG), a subsidiary of AMR Corporation and one of the nation's leading creators of A&P Programs, to explore the feasibility of starting a new private, non-profit workforce training program. TSG reported that, indeed, such a program would be successful and provide great benefit to the people of the region and state. The ATC Board of Directors, after extensive review and careful deliberation, concurred with the TSG report, and TSG proceeded to develop a business plan for the development of the A&P Program. Please see Exhibit B-Project Flowchart, and Exhibit C-Business Plan.

6.2 Contracts with Educational Institutions. The ATC would intend to enter into contracts for service with the University of Arkansas, John Brown University, Northwest Technical Institute and the Northwest Arkansas Community College for the provision of such course instruction as may be available from such institutions, thereby making the best use of limited resources and avoiding duplication of expenditure.

6.3 Future Degree Programs. The ATC is committed to working with educational institutions and the Departments of Higher Education and Workforce Development to implement programs which result in the award of credit hours and future associate degrees.

6.4 Instructors. To the extent that course instruction or certified instructors are not available within the structure of existing educational institutions, the ATC will recruit nationally to secure the most experienced and qualified individuals to provide workforce training instruction.

6.5 Classroom and Lab Space. The ATC would intend to enter into a lease agreement with the City of Fayetteville for the lease of approximately 18,000 square feet of hangar space at Drake Field to house the initial classrooms and labs of the A&P Program.

6.6 Marketing and Student Recruitment. The ATC will implement a marketing and recruitment program geared to attracting secondary and post secondary students to the training program by demonstrating the opportunities that exist for people to prosper by working in aviation, aerospace and other high technology industries. Special emphasis will be place on recruitment of qualified high school students.

6.7 Career Placement Program. The ATC, working with industry leadership, will develop and implement a career placement program. Student internships will provide hands-on experience, and allow students to earn while they learn. Special emphasis will, once again, be placed on demonstrating to high school students that securing high tech talents will open up productive and rewarding careers in exciting new fields of endeavor.

6.8 Association with Other Arkansas A&P Programs. Arkansas currently supports A&P Programs at Black River Vo-Tech, SAU-Camden, and Pulaski Technical College. The ATC intends to develop and participate in cooperative efforts which enhance the curriculum, instruction, and student placement of all Arkansas A&P programs. This effort has already begun as ATC representatives met in May, 1998, with school leaders at Black Rock and Camden to discuss how we could cooperatively improve our programs. Sharing resources, making scholarships available, placing graduates in good paying jobs; all are examples of what that cooperative strategy can be.

6.9 Scholarships. As we've visited high schools and technical campuses, kids exhibit almost "wide-eyed amazement" as we talk about the possibility that they, too, could work on airplanes. But, almost immediately, you can see doubt cross their minds, as they measure their self-worth or their financial status, and some even confess they can't afford to go to school and give up their jobs at McDonalds. To avoid this waste of human resources, the ATC has secured commitments from the private sector to fund scholarships for those kids who need help. We're going to ensure that qualified Arkansas kids have the financial opportunity to gain the skills training necessary to enter new, high technology careers. Private sector funding makes this part of the dream a reality.

6.10 Employment and Salary Opportunity. While many Arkansas employers will benefit from the development of the A&P Program, Ozark Aircraft Systems is the first company which has committed to the creation of new jobs in the aviation field. Based on the OAS letter of June 5, 1998, the company intends to provide the following initial job opportunity during 1999:

• 10 Managers / Supervisors	$ 38,000 to $	55,000 / yr
• 40 Electrical Fabricators / Installers	$ 10.00 to $	20.00 / hr
• 50 Sheetmetal Fabricators / Installers	$ 10.00 to $	18.00 / hr
• 10 Clerical Employees	$ 8.00 to $	12.00 / hr
• Total - 110 Employees	$ 2,418,400 to $	4,335,600 / yr

OAS further states in an additional letter dated May 11, 1998, that the company projects that employment at the company will reach 500 within three years and 1,200 within eight years. Copies of the OAS letters are included as Exhibit D. When these future employment numbers are multiplied by the average weekly earnings of $735.49 for Industry Group 372-Aircraft and Parts, as reported for December 31, 1997, by the Arkansas Employment Security Division, total annual payroll for this company alone could be $19.1 million within three years and $45.9 million within eight years. **But these new high tech jobs won't go to Arkansas kids unless they have the skills this workforce training program can supply.**

6.11 Broad-based Industry Benefit. The Sabre Group, in analyzing the feasibility of the A&P Program, made an important statement: "It is a matter of record that approximately thirty percent (30%) of certified technicians (A&P graduates) never enter the aviation field. A&P training probably leads to the best set of vocational skills available in one course of study. As such, graduates are sought by companies and service organizations that place a very high value on versatility of A&P Program graduates."[7]

Without question, industry and the workplace are rapidly becoming more complex; computer controlled equipment has become the norm, not the exception. Yet skilled people are not available to keep that equipment up and running. High skilled job openings remain unfilled, as industry casts a wider and wider net to recruit the knowledge-based talents it needs to compete. That's why the Northwest Arkansas Chambers of Commerce, and companies like Pratt & Whitney, Bekaert Steel, First Brands, Danaher Tools, Preformed Line Products, Marshalltown Tools, Jet Stream Plastic, Tyson Foods, Regional Jet Center, Wal-Mart Stores, Superior Industries, Kawneer Company, and many other premier firms are working together to meet the education and training needs of the region.

The A&P Program, with its outstanding course of study, can produce the skilled labor force which will ensure that existing Arkansas industry continues to create new job opportunity for Arkansas citizens.

Progress, and the future, are in our hands.

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[7] Northwest Arkansas A&P Program Business Plan, January 12, 1998, Page 15.

As the Governor said in the June issue of *The Arkansas Advantage*, "It's a lot easier to make progress when we all pull in the same direction." We could not agree more.

The Northwest Arkansas Aviation Technologies Center respectfully requests that the leadership of the State of Arkansas not let anything stand between our kids and their dreams.

July 10, 1998

Mark Simmons, Chairman
Northwest Arkansas Aviation Technologies Center
100 West Center, Suite 300
Fayetteville, Arkansas 72701

February 3, 1999

Fred Hanna, Mayor
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

EXHIBIT A

U.S. Department of Transportation
Federal Aviation Administration

Advisory Circular

AC 147-3
5/22/91

Certification And Operation Of Aviation Maintenance Technician Schools

Initiated by: AFS-340

(ii) Development of sufficient manipulative skill to perform basic operations.

(iii) Instruction by lecture, demonstration, discussion, and limited practical application.

(3) Level 3 requires:

(i) Knowledge of general principles, and performance of a high degree of practical application.

(ii) Development of sufficient manipulative skills to simulate return to service.

(iii) Instruction by lecture, demonstration, discussion, and a high degree of practical application.

(c) Teaching materials and equipment. The curriculum may be presented utilizing currently accepted educational materials and equipment, including, but not limited to: calculators, computers, and audio-visual equipment.

[Amdt. 147-2, 35 FR 5534, Apr. 3, 1970, as amended by Amdt. 147-5, 57 FR 28960, June 29, 1992]

APPENDIX B TO PART 147—GENERAL CURRICULUM SUBJECTS

This appendix lists the subjects required in at least 400 hours in general curriculum subjects.

The number in parentheses before each item listed under each subject heading indicates the level of proficiency at which that item must be taught.

Teaching level

A. BASIC ELECTRICITY

(2) 1. Calculate and measure capacitance and inductance.
(2) 2. Calculate and measure electrical power.
(3) 3. Measure voltage, current, resistance and continuity.
(3) 4. Determine the relationship of voltage, current, and resistance in electrical circuits.
(3) 5. Read and interpret aircraft electrical circuit diagrams, including solid state devices and logic functions.
(3) 6. Inspect and service batteries

B. AIRCRAFT DRAWINGS

(2) 7. Use aircraft drawings, symbols, and system schematics.
(3) 8. Draw sketches of repairs and alterations.
(3) 9. Use blueprint information.
(3) 10. Use graphs and charts.

C. WEIGHT AND BALANCE

(2) 11. Weigh aircraft.
(3) 12. Perform complete weight-and-balance check and record data.

D. FLUID LINES AND FITTINGS

(3) 13. Fabricate and install rigid and flexible fluid lines and fittings.

E. MATERIALS AND PROCESSES

(1) 14. Identify and select appropriate nondestructive testing methods.
(2) 15. Perform dye penetrant, eddy current, ultrasonic, and magnetic particle inspections.
(1) 16. Perform basic heat-treating processes.
(3) 17. Identify and select aircraft hardware and materials.
(3) 18. Inspect and check welds.
(3) 19. Perform precision measurements.

F. GROUND OPERATION AND SERVICING

(2) 20. Start, ground operate, move, service, and secure aircraft and identify typical ground operation hazards.
(2) 21. Identify and select fuels.

G. CLEANING AND CORROSION CONTROL

(3) 22. Identify and select cleaning materials.
(3) 23. Inspect, identify, remove, and treat aircraft corrosion and perform aircraft cleaning.

H. MATHEMATICS

(3) 24. Extract roots and raise numbers to a given power.
(3) 25. Determine areas and volumes of various geometrical shapes.
(3) 26. Solve ratio, proportion, and percentage problems.
(3) 27. Perform algebraic operations involving addition, subtraction, multiplication, and division of positive and negative numbers.

I. MAINTENANCE FORMS AND RECORDS

(3) 28. Write descriptions of work performed including aircraft discrepancies and corrective actions using typical aircraft maintenance records.
(3) 29. Complete required maintenance forms, records, and inspection reports.

J. BASIC PHYSICS

(2) 30. Use and understand the principles of simple machines; sound, fluid, and heat dynamics; basic aerodynamics; aircraft structures; and theory of flight.

K. MAINTENANCE PUBLICATIONS

(3) 31. Demonstrate ability to read, comprehend, and apply information contained in FAA and manufacturers' aircraft maintenance specifications, data sheets, manuals, publications, and related Federal Aviation Regulations, Airworthines Directives, and Advisory material.

(3) 32. Read technical data.

L. MECHANIC PRIVILEGES AND LIMITATIONS

(3) 33. Exercise mechanic privileges within the limitations prescribed by part 65 of this chapter.

[Amdt. 147-2, 35 FR 5534, Apr. 3, 1970, as amended by Amdt. 147-5, 57 FR 28960, June 29, 1992]

APPENDIX C TO PART 147—AIRFRAME CURRICULUM SUBJECTS

This appendix lists the subjects required in at least 750 hours of each airframe curriculum, in addition to at least 400 hours in general curriculum subjects.

The number in parentheses before each item listed under each subject heading indicates the level of proficiency at which that item must be taught.

I. Airframe Structures

Teaching level

A. WOOD STRUCTURES

(1) 1. Service and repair wood structures.
(1) 2. Identify wood defects
(1) 3. Inspect wood structures

B. AIRCRAFT COVERING

(1) 4. Select and apply fabric and fiberglass covering materials
(1) 5. Inspect, test, and repair fabric and fiberglass.

C. AIRCRAFT FINISHES

(1) 6. Apply trim, letters, and touchup paint.
(2) 7. Identify and select aircraft finishing materials.
(2) 8. Apply finishing materials.
(2) 9. Inspect finishes and identify defects.

D. SHEET METAL AND NON-METALLIC STRUCTURES

(2) 10. Select, install, and remove special fasteners for metallic, bonded, and composite structures.
(2) 11. Inspect bonded structures.
(2) 12. Inspect, test, and repair fiberglass, plastics, honeycomb, composite, and laminated primary and secondary structures.
(2) 13. Inspect, check, service, and repair windows, doors, and interior furnishings.
(3) 14. Inspect and repair sheet-metal structures.
(3) 15. Install conventional rivets.
(3) 16. Form, lay out, and bend sheet metal.

E. WELDING

(1) 17. Weld magnesium and titanium.
(1) 18. Solder stainless steel.
(1) 19. Fabricate tubular structures.
(2) 20. Solder, braze, gas-weld, and arc-weld steel.
(1) 21. Weld aluminum and stainless steel.

F. ASSEMBLY AND RIGGING

(1) 22. Rig rotary-wing aircraft.
(2) 23. Rig fixed-wing aircraft.
(2) 24. Check alignment of structures.
(3) 25. Assemble aircraft components, including flight control surfaces.
(3) 26. Balance, rig, and inspect movable primary and secondary flight control surfaces.
(3) 27. Jack aircraft.

G. AIRFRAME INSPECTION

(3) 28. Perform airframe conformity and airworthiness inspections.

II. Airframe Systems and Components

Teaching level

A. AIRCRAFT LANDING GEAR SYSTEMS

(3) 29. Inspect, check, service, and repair landing gear, retraction systems, shock struts, brakes, wheels, tires, and steering systems.

B. HYDRAULIC AND PNEUMATIC POWER SYSTEMS

(2) 30. Repair hydraulic and pneumatic power system components.
(3) 31. Identify and select hydraulic fluids.
(3) 32. Inspect, check, service, troubleshoot, and repair hydraulic and pneumatic power systems.

C. CABIN ATMOSPHERE CONTROL SYSTEMS

(1) 33. Inspect, check, troubleshoot, service, and repair heating, cooling, air conditioning, pressurization systems, and air cycle machines.
(1) 34. Inspect, check, troubleshoot, service, and repair heating, cooling, air-conditioning, and pressurization systems.
(2) 35. Inspect, check, troubleshoot, service and repair oxygen systems.

D. AIRCRAFT INSTRUMENT SYSTEMS

(1) 36. Inspect, check, service, troubleshoot and repair electronic flight instrument systems and both mechanical and electrical heading, speed, altitude, temperature, pressure, and position indicating systems to include the use of built-in test equipment.
(2) 37. Install instruments and perform a static pressure system leak test.

E. COMMUNICATION AND NAVIGATION SYSTEMS

(1) 38. Inspect, check, and troubleshoot autopilot servos and approach coupling systems.
(1) 39. Inspect, check, and service aircraft electronic communications and navigation systems, including VHF passenger address interphones and static discharge devices, aircraft VOR, ILS, LORAN, Radar beacon transponders, flight management computers, and GPWS.
(2) 40. Inspect and repair antenna and electronic equipment installations.

F. AIRCRAFT FUEL SYSTEMS

(1) 41. Check and service fuel dump systems.
(1) 42. Perform fuel management transfer, and defueling.
(1) 43. Inspect, check, and repair pressure fueling systems.
(2) 44. Repair aircraft fuel systems components.
(2) 45. Inspect and repair fluid quantity indicating systems.
(2) 46. Troubleshoot, service, and repair fluid pressure and temperature warning systems.
(3) 47. Inspect, check, service, troubleshoot, and repair aircraft fuel systems.

G. AIRCRAFT ELECTRICAL SYSTEMS

(2) 48. Repair and inspect aircraft electrical system components; crimp and splice wiring to manufacturers' specifications; and repair pins and sockets of aircraft connectors.
(3) 49. Install, check, and service airframe electrical wiring, controls, switches, indicators, and protective devices.
(3) 50.a. Inspect, check, troubleshoot, service and repair alternating and direct current electrical systems.
(1) 50.b. Inspect, check, and troubleshoot constant speed and integrated speed drive generators.

H. POSITION AND WARNING SYSTEMS

(2) 51. Inspect, check and service speed and configuration warning systems, electrical brake controls, and anti-skid systems.
(3) 52. Inspect, check, troubleshoot, and service landing gear position indicating and warning systems.

I. ICE AND RAIN CONTROL SYSTEMS

(2) 53. Inspect, check, troubleshoot, service, and repair airframe ice and rain control systems.

J. FIRE PROTECTION SYSTEMS

(1) 54. Inspect, check, and service smoke and carbon monoxide detection systems.
(3) 55. Inspect, check, service, troubleshoot, and repair aircraft fire detection and extinguishing systems.

[Amdt. 147-2, 35 FR 5535, Apr. 3, 1970, as amended by Amdt. 147-5, 57 FR 28960, June 29, 1992]

APPENDIX D TO PART 147—POWERPLANT CURRICULUM SUBJECTS

This appendix lists the subjects required in at least 750 hours of each powerplant curriculum, in addition to at least 400 hours in general curriculum subjects.

The number in parentheses before each item listed under each subject heading indicates the level of proficiency at which that item must be taught.

I. Powerplant Theory and Maintenance

Teaching level

A. RECIPROCATING ENGINES

(1) 1. Inspect and repair a radial engine.
(2) 2. Overhaul reciprocating engine.
(3) 3. Inspect, check, service, and repair reciprocating engines and engine installations.
(3) 4. Install, troubleshoot, and remove reciprocating engines.

B. TURBINE ENGINES

(2) 5. Overhaul turbine engine.
(3) 6. Inspect, check, service, and repair turbine engines and turbine engine installations.
(3) 7. Install, troubleshoot, and remove turbine engines.

C. ENGINE INSPECTION

(3) 8. Perform powerplant conformity and air worthiness inspections.

II. Powerplant Systems and Components

Teaching level

A. ENGINE INSTRUMENT SYSTEMS

(2) 9. Troubleshoot, service, and repair electrical and mechanical fluid rate-of-flow indicating systems.
(3) 10. Inspect, check, service, troubleshoot, and repair electrical and mechanical engine temperature, pressure, and r.p.m. indicating systems.

B. ENGINE FIRE PROTECTION SYSTEMS

(3) 11. Inspect, check, service, troubleshoot, and repair engine fire detection and extinguishing systems.

C. ENGINE ELECTRICAL SYSTEMS

(2) 12. Repair engine electrical system components.
(3) 13. Install, check, and service engine electrical wiring, controls, switches, indicators, and protective devices.

D. LUBRICATION SYSTEMS

(2) 14. Identify and select lubricants.
(2) 15. Repair engine lubrication system components.
(3) 16. Inspect, check, service, troubleshoot, and repair engine lubrication systems.

E. IGNITION AND STARTING SYSTEMS

(2) 17. Overhaul magneto and ignition harness.
(2) 18. Inspect, service, troubleshoot, and repair reciprocating and turbine engine ignition systems and components.
(3) 19.a. Inspect, service, troubleshoot, and repair turbine engine electrical starting systems.
(1) 19.b. Inspect, service, and troubleshoot turbine engine pneumatic starting systems..

F. FUEL METERING SYSTEMS

(1) 20. Troubleshoot and adjust turbine engine fuel metering systems and electronic engine fuel controls.
(2) 21. Overhaul carburetor.
(2) 22. Repair engine fuel metering components.
(3) 23. Inspect, check, service, troubleshoot, and repair reciprocating and turbine engine fuel metering systems.

G. ENGINE FUEL SYSTEMS

(2) 24. Repair engine fuel system components.
(3) 25. Inspect, check, service, troubleshoot, and repair engine fuel systems.

H. INDUCTION AND ENGINE AIRFLOW SYSTEMS

(2) 26. Inspect, check, troubleshoot, service and repair engine ice and rain control systems.
(1) 27. Inspect, check, service, troubleshoot and repair heat exchangers, superchargers and turbine engine airflow and temperature control systems.
(3) 28. Inspect, check, service, and repair carburetor air intake and induction manifolds.

I. ENGINE COOLING SYSTEMS

(2) 29. Repair engine cooling system components.

(3) 30. Inspect, check, troubleshoot, service, and repair engine cooling systems.

J. ENGINE EXHAUST AND REVERSER SYSTEMS

(2) 31. Repair engine exhaust system components.

(3) 32.a. Inspect, check, troubleshoot, service, and repair engine exhaust systems.

(1) 32.b. Troubleshoot and repair engine thrust reverser systems and related components.

K. PROPELLERS

(1) 33. Inspect, check, service, and repair propeller synchronizing and ice control systems.

(2) 34. Identify and select propeller lubricants.

(1) 35. Balance propellers.

(2) 36. Repair propeller control system components.

(3) 37. Inspect, check, service, and repair fixed-pitch, constant-speed, and feathering propellers, and propeller governing systems.

(3) 38. Install, troubleshoot, and remove propellers.

(3) 39. Repair aluminum alloy propeller blades.

L. UNDUCTED FANS

(1) 40. Inspect and troubleshoot unducted fan systems and components.

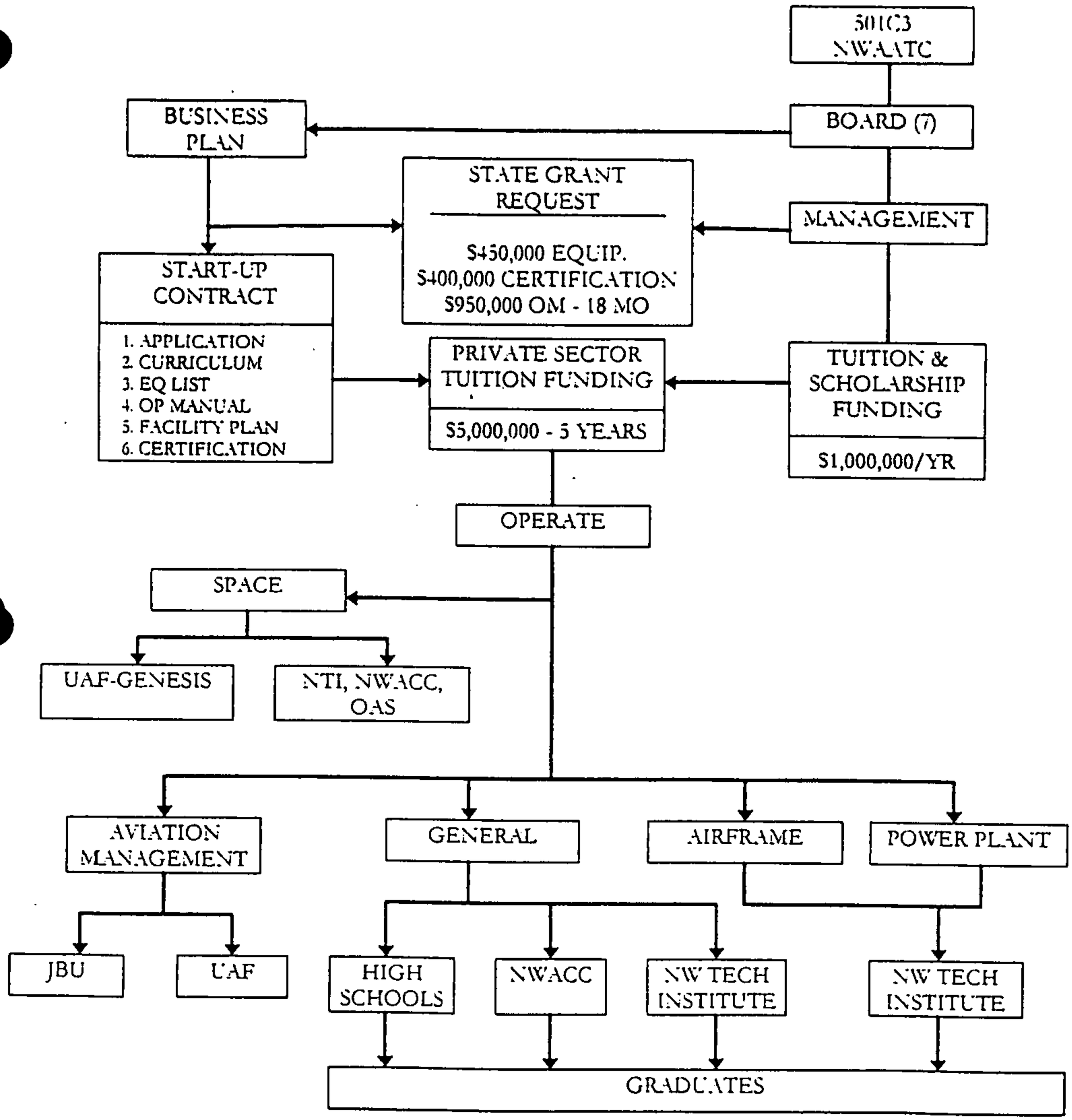
M. AUXILIARY POWER UNITS

(1) 41. Inspect, check, service, and troubleshoot turbine-driven auxiliary power units.

(Sec. 6(c), Dept. of Transportation Act; 49 U.S.C. 1655(c)))

[Amdt. 147-2, 35 FR 5535, Apr. 3, 1970, as amended by Amdt. 147-5, 57 FR 28961, June 29, 1992]

EXHIBIT B
NWA AVIATION TECHNOLOGY CENTER (NWAATC)



	1/99	6/99	1/00	7/00	1/01	7/01	1/02	7/02
Cumulative Students			20	60	100	140	160	160
Faculty		3	5	7	11	15	15	15
O&M Costs (000)		150	250	350	550	750	750	750
Classes			1	3	5	7	8	8

Exhibit C

Northwest Arkansas A&P Program Business Plan

This 53-page exhibit has been included in presentations to Agency staff, but is not included in this package to reduce its size and complexity.

OAS
OZARK AIRCRAFT SYSTEMS

F98-NKA-0121
June 5, 1998

Mr. Jim Pledger, Chairman
Economic Development of Arkansas Fund Commission
c/o Joy Pennington
401 Department of Finance & Administration
Little Rock, AR 72201

Dear Mr. Pledger:

The OAS Aircraft Engineering and Modification Center at the new Northwest Arkansas Regional Airport will open the 4th quarter of 1998. This center will also be the corporate headquarters of Ozark Aircraft Systems, L.L.C.

The labor to support this operation will consist of management and skilled aircraft workers. Many of these skilled workers will hold FAA Airframe and Powerplant licenses.

Of the one hundred ten workers initially required to staff this operation:

	Salary Range
* 10 will be Managers/Supervisors -	$38,000 - $55,000/yr.
* 10 will be Clerical -	$8.00 - $12.00/hr.
* 50 will be Sheet-Metal Fabricators/Installers -	$10.00 - $18.00/hr.
* 40 will be Electrical Fabricators/Installers -	$10.00 - $20.00/hr.

This staff will increase at about 20% a year as the business grows.

Sincerely,

Keith Arnold
President

ENGINEERING RESEARCH CENTER - UNIVERSITY of ARKANSAS
[illegible] STREET - FAYETTEVILLE, AR [illegible]

OAS
OZARK AIRCRAFT SYSTEMS

F98-NKA-0083
May 11, 1998

Mr. Jim Pledger, Chairman
Economic Development of Arkansas Fund Commission
c/o Joy Pennington
401 Department of Finance & Administration Bldg.
Little Rock, Arkansas 72201

Dear Mr. Pledger:

Ozark Aircraft Systems, an aircraft engineering and modification company, is the first tenant of the New Northwest Arkansas Regional Airport, (NWARA). Our first hangar at this airport will be complete in November of this year and create over 110 new high-technology jobs in 1998 with employment expected to reach 500 within three years and 1,200 within eight years.

OAS has hired six University of Arkansas Engineering students/graduates since commencing operation in February of 1997 at the Universities Genesis Business Incubator. It is our intent to train/hire as much local Arkansas talent as is possible. To date this has worked well and we see no reason why this will not continue.

Our salaries at the new airport will average $12.00 per hour for hands on labor and $48,000 per year for salaried/management talent.

We strongly supports the NWARA and the surrounding communities in recommending the $1.8 million grant be approved to enable the efficient operation of this new airport.

Should you require additional information or have any questions please contact the undersigned at (501) 841-8144.

Sincerely,

Keith Arnold
President

KA:rh

City of Fayetteville, Arkansas
Budget Adjustment Form

AVIATION GRANT
I.F.37

Budget Year	Department: General Government	Date Requested	Adjustment #
1999	Division: Miscellaneous	02/03/99	
	Program:		

Project or Item Requested:
Approval of a budget recognizing an economic development grant and establishing an expenditure budget for the grant expense.

Project or Item Deleted:
None. Grant revenue recognition and expenditure recognition offset each other.

Justification of this Increase:
Acceptance of the grant and approval of the budget adjustment will provide funding to implement the training school at Drake Field.

Justification of this Decrease:

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Transfer to NAATC	1,800,000	1010	6600		57XX	XX		

NAATC = Nothwest Arkansas Aviation Technologies Center

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
State Grant Revenue	1,800,000	1010	0001		4302	00		

Approval Signatures

Requested By — Date

Budget Coordinator — Date 2/3/99

Department Director — Date

Admin. Services Director — Date

Mayor — Date

Budget Office Use Only

Type: A B C (D) E

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log

Blue Copy: Budget & Research / Yellow Copy: Requester

C:\APP\99BUDGET\NAATC_BA.WK4

AGREEMENT
BETWEEN THE CITY OF FAYETTEVILLE
AND
NORTHWEST ARKANSAS AVIATION TECHNOLOGIES CENTER

This agreement (herein referred to as the "Agreement") entered into as of the _____ day of _____, 1999, between the Northwest Arkansas Aviation Technologies Center (herein referred to as NAATC) and the City of Fayetteville, Arkansas, (herein referred to as the "City"), all of which parties are situated in the State of Arkansas:

WITNESSETH:

WHEREAS, pursuant to Act 1125 of 1993, the NAATC has been awarded a grant in the amount of $1,800,000 from the Arkansas Economic Development Commission (herein referred to as "AEDC"); and

WHEREAS, pursuant to act 1125 of 1993, AEDC has determined that the City would be the recipient and agent to pass the awarded funds through to the NAATC; and

WHEREAS, as much as allowed by the Grant Agreement attached hereto, the NAATC will assume all responsibility for said grant funds;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

SECTION 1. The NAATC assumes any and all responsibility for the receipt and expenditure of said grant funds in full compliance with federal, state and local statutes, rules and regulations.

SECTION 2. The NAATC assumes any and all responsibility for the cost of the audits of said grant funds and for the administration of and expense of any other obligations placed on the City by the grant application and agreement with AEDC.

SECTION 3. Insofar as permitted by the City's Grant Agreement attached hereto marked Exhibit "A" and made a part hereof, the City assumes no responsibility for said grant funds, except as said grant funds will be included in the regular audit of City funds by the City's independent auditors.

IN WITNESS WHEREOF the City and NAATC have caused this Agreement to be executed in their respective behalf.

NORTHWEST ARKANSAS AVIATION TECHNOLOGIES CENTER

By:_____
Mark Simmons, Chairman

ATTEST:

By:_____
Buddy Philpot, Secretary

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Fred Hanna, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

ECONOMIC INFRASTRUCTURE FUND GRANT PROGRAM
GRANT AGREEMENT

PART I

Signatory Page

Grantee: City of Fayetteville

Grant Amount: $1,800,000

Grant Control: #EIF 9810

Activity Type: Training

GRANTOR

Arkansas Department of Economic Development
#1 Capitol Mall, Room 4B206
Little Rock, Arkansas 72201
Phone: (501) 682-1211

GRANTEE

Name: **City of Fayetteville**
Address: **113 W. Mountain**
Fayetteville, AR 72701
County: **Washington**
Phone: (501) **521-7700**

1. This Grant Agreement, is entered into by the Arkansas Department of Economic Development, Grantor, and the **City of Fayetteville**, Grantee, for the purpose of providing funds to Grantee to undertake public works projects which support private sector job creation opportunities pursuant to Act 506 of 1997 and its successors. The Grantee agrees to initiate and complete a public works project in accordance with the terms of this Grant Agreement.

2. The Grantee further warrants it will conduct and administer the grant in accordance with this Agreement and all applicable State laws and regulations.

ARKANSAS DEPARTMENT OF ECONOMIC DEVELOPMENT

BY:

_____
Signature

Barbara I. Pardue
Name

Executive Director
Title

_____
Date

CITY OF FAYETTEVILLE
Grantee

BY:

_____
Signature

Fred Hanna
Name

Mayor of Fayetteville
Title

_____
Date

DN:dh

PART II - GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

In consideration of the general terms and conditions hereinafter contained, the Grantor and the Grantee agree as follows:

1. COMPENSATION AND METHOD OF PAYMENT. The Grantor will utilize a grant request for payment procedure and will authorize the Grantee to draw up to $1,800,000 against a Grant Award through the State Treasury, consistent with all fiscal requirements stipulated herein. The Grantee may request and receive authorized grant funds by submitting appropriate forms and documentation, subject to approval by the Grantor, for payments of allowable expenses incurred by the Grantee while undertaking approved project activities in accordance with this Grant Agreement. These expenses must be identified by line item categories, which correspond to the line item categories on this Grant Agreement's Scope of Work-Budget. Requisitions will be mailed to the Grantor, and the Grantor will review and approve the requisitions before issuing Payment to the Grantee.

   It is expressly understood that Grantor will honor requests for payment and disburse funds only to the extent that funds have been released to Grantor therefore, consistent with the requirements of the General Accounting and Budgetary Procedures Law, the Revenue Stabilization Law and any other applicable fiscal control laws and regulations promulgated by the Department of Finance and Administration.

2. LEGAL AUTHORITY. By signing the Grant Agreement Document's Signatory Sheet, the Grantee certifies that it possesses legal authority to accept grant funds and to execute the project described in this Grant Agreement. This act of signing will also certify that the Grantee will comply with
   all parts of this Agreement.

3. WAIVERS. No conditions or provisions of this Grant Agreement may be waived unless approved by the Grantor, in writing.

4. ASSIGNABILITY. The Grantee will not assign any interest in this Grant Agreement and will not transfer any interest in the same (whether by assignment or novation).

5. SPECIAL CONDITIONS. The Grantee will comply with all special conditions and attachments incorporated herein to this grant award. Compliance approval and clearance of special conditions will be given by the Grantor in writing after receipt and review of evidence of compliance from the Grantee. Official notification of a special condition and the Grantor's approval and/or clearance of special conditions must be retained by the Grantee in its files.

6. FINANCIAL MANAGEMENT AND ACCOUNTING. The Grantee will establish and maintain a financial management and accounting system, which conforms to generally accept accounting principles and complies with all applicable State requirements.

7. ALLOWABLE COSTS. All costs necessary to carry out the eligible activities in the project must be consistent with and not exceed the limitations imposed by special conditions, scope of work and budget.

8. AMENDMENTS AND MODIFICATIONS. The Grantor will consider project amendments if they are necessitated by actions beyond the control of a Grantee. The Grantee may request or the Grantor may require an amendment or modification of the Grant Agreement. However, such amendment or modification will not take effect until approved, in writing, by the Grantor. The Grantee must sign and return the amendment to ADED within three days. The Grantee must request prior approval for all amendments or modifications. Amendments will not be approved which would materially alter the circumstances under which the grant was originally funded.

9. RECORD KEEPING. The Grantee agrees to keep such records as the Grantor may require. All such records, and other records pertinent to the grant and work undertaken as part of the project, will be retained by the Grantee for a period of three years after the final audit of the program.

10. ACCESS TO RECORDS. The Grantor and duly authorized officials of the State will have full access and the right to examine any pertinent documents, papers, records, and books of the Grantee and of persons or organizations with which the Grantee may contract, which involve transactions related to this Grant Agreement. The Grantee's contract with other persons or organizations must specifically provide for the Grantor's access to documents as provided herein.

11. REPORTS. The Grantee, at such times and in such forms as the Grantor may require, will furnish the Grantor with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.

12. OBLIGATIONS REGARDING THIRD PARTY RELATIONSHIPS. The Grantee will remain fully obligated under the provisions of the Grant Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the project described herein. Any subcontractor who is not the Grantee will comply with all lawful requirements of the Grantee necessary to ensure that the project is carried out in accordance with the provisions of this Grant Agreement. Failure to comply will result in sanction upon Grantee, Administrator, Engineer/Architect or Sub Contractor. This sanction will result in ADED not working with said persons, for a period of not less than one year or more than five years and/or a suspension of existing funding.

The Grantee shall secure all such services in accordance with applicable State law and the provisions of this Grant Agreement, and shall notify the Grantor, in writing, of the method utilized to secure services, the name and address of the service provider(s), the scope of work anticipated and the terms of compensation.

13. CONFLICT OF INTEREST. No officer or employee of the Grantor, no member, officer, or employee of the Grantee or its designees or agents, no member of the governing body of the jurisdiction in which the project is undertaken or located and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his tenure, will have any personal or pecuniary gain or interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this agreement. The Grantee will incorporate, or cause to incorporate, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this provision. The Grantor reserves the right to waive certain provisions of this clause in the event of a situation once justified as unavoidable by the Grantee, and approved by the Grantor which necessitates such a waiver.

14. POLITICAL ACTIVITY. No portion of the funds provided hereunder will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

15. NOTICES. The Grantee will comply with all public notices or notices to individuals required by applicable State laws.

16. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION. The assistance provided under this Grant Agreement will not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement.

17. TERMINATION BY MUTUAL AGREEMENT. This Grant Agreement may be terminated, in whole or in part, prior to the completion of project activities when the Grantor determines that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Grantee will not incur new obligations for the terminated portion after the effective date, and will cancel as many outstanding obligations as possible. The Grantor will make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

18. TERMINATION FOR CAUSE. If the Grantee fails to comply with the terms of the Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Grantor may:

(a) Suspend Grant Payments - After notice to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate by the Grantor.

(b) Terminate in toto - Terminate the grant in whole, or in part at any time before the final grant payment is made.

The Grantor will promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination.

Payments made to the Grantee or recoveries by the Grantor will be in accordance with the legal rights and liabilities of the parties.

19. RECOVERY OF FUNDS. In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Grantor may institute actions to recover all or part of the proper funds paid to the Grantee.

20. DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by provision of the Grant Agreement, will be decided by the Grantor which will reduce its decision to writing and mail or otherwise furnish a copy thereof to the Grantee. The decision of the Grantor will be final and conclusive. This does not preclude the consideration of questions of law in connection with decisions provided for in the preceding paragraph; provided that nothing in this Grant Agreement will be construed as making final the decision of any administrative official, representative, or board on a question of law.

21. INDEMNIFICATION. The Grantee will defend, protect, and save harmless the Grantor from and against all claims, suits, and actions arising from any act or omission of the Grantee or any employee or agents of either in the performance of this Grant Agreement. However, this clause shall not be construed to waive A.C.A. § 21-9-301 (1991 supp.).

22. SEVERABILITY. If any provision under this Grant Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect other provisions of the Grant Agreement which can be given effect without the invalid provision.

23. PERFORMANCE. The Grantor's failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any rights under this Grant Agreement.

24. ENFORCEMENT. If the Grantor determines that a Grantee's performance fails to meet the terms and conditions of its Grant Agreement, several courses of action may be pursued in order to resolve the problem. The Grantor may take any of the following actions, severally or in combination:

(a) Request additional information from the Grantee to verify the nature of inadequate performance;

(b) Conduct a site visit to examine pertinent records and recommend remedial cause of action;

(c) Issue a letter of warning, advising the Grantee of the deficiency, recommendations for corrections, date by which performance must be corrected and notice that more serious sanctions may be imposed if the situation continues or is repeated;

(d) Suspend funding of questioned activities until remedies are effected;

(e) Establish sanctions upon Grantee, Administrator, Engineer/Architect or Sub Contractor. This sanction will be for a period of not less than one year but not more than five years. Require reimbursement of funds improperly spent; or

(f) Refer the matter to the Attorney General of Arkansas with a recommendation that a civil action be instituted.

25. AUDIT. The Grantee will be responsible for the conduct of a financial and compliance audit within a reasonable period after completion of project activities. Such audit must be performed by a certified public accountant whose services are secured through open, competitive bidding process or during the course of an audit conducted by staff of the Legislative Joint Audit Committee. The Grantor reserves the right to recover any unspent or questioned balance of grant funds, if any, from the Grantee after final audit.

26. CLOSE-OUT. The Grantor will advise the Grantee to initiate close-out procedures when the Grantor determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

(a) All costs to be paid with grant funds have been incurred with the exception of any unsettled third party claims against the Grantee. Costs are incurred when goods and services are received and/or contract work is performed;

(b) The last required progress report have been submitted. The Grantee's failure to submit or update will not preclude the Grantor from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount which may be in the Grantee's possession will be returned in the event of the Grantee's failure to furnish or update the report; and

(c) Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement, and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

27. The Grantee agrees, as a condition of receiving grant assistance, to abide by and adhere to any policy directives, rules, regulations or other requirements which may be issued from time to time by the Grantor, and which in the opinion of the Grantor are necessary to efficient or legal execution of the project.

28. The Grantee agrees to see that all work is performed and completed in a manner consistent with timelines established at the Grants inception. Failure to meet these timelines without acceptable justification may result in sanction and or deobligation of funding to Grantee and/or Sub Contractors.

PART III SCOPE OF WORK, SPECIAL CONDITIONS, *BUDGET, AND PROJECT SCHEDULE*

SECTION A - SCOPE OF WORK

Grantee: City of Fayetteville

Amendment # N/A

Control #: EIF 9810

Amendment Date N/A

The project described more fully herein, consists of a grant to the Grantee for the purpose of providing the initial start-up financing to establish the Northwest Arkansas Aviation Technologies Center ("NWAATC") at Drake Field in Fayetteville. The NWAATC will utilize the grant funds to establish an Aviation Maintenance Technology Program, which will be certified under the Federal Aviation Administration (FAA) - Regulation 147 (see Exhibit A) for training of airframe and powerplant mechanics (A&P). The location of the NWAATC is shown on the project map, which is attached hereto and incorporated herein by reference.

Northwest Arkansas Aviation Technologies Center (NWAATC)

The NWAATC is a new private non-profit corporation established to develop and implement a broadly based workforce development program which has, as its focus, the teaching of highly technical skills required by the FAA for certification of people to work on aircraft.

The Grantee will provide the EIF grant funds to the NWAATC to establish an Aviation Maintenance Technology Program (A&P) at Drake Field in Fayetteville. The NWAATC will be responsible for expending grant funds consistent with grant budget and providing any and all financial and program reporting required by the Grantee and Grantor. The NWAATC will provide an audit of any grants funds received on an annual basis until all funds are expended.

The three-phase curriculum, consisting of 1,960 hours of instruction, is designed to provide graduates with highly technical skills required by the aviation and aerospace industry, but such skills are widely applicable to all industries.

The first general phase provides students with training in mathematics, physics, electricity, fluids, corrosion control, materials and processes. The second airframe phase teaches sheet metal and structures, finishes, welding, rigging, gear systems, hydraulic and pneumatic power systems, atmosphere control, electronics and instruments, communication and navigation systems, fuel systems and fire protection systems. The third phase powerplant curriculum provides technical instruction in powerplant theory and maintenance, including instruments, fire protection, electrical systems, lubrication systems, ignition and starting systems, induction and airflow systems, fuel systems, cooling systems, and exhaust systems.

The NWAATC is designed to accommodate 150 students. Course work is expected to last 15 months for day sessions and 18 months for night sessions.

Job Creation

Ozark Aircraft Systems (OAS) – Aircraft Engineering and Modification Center at the new Northwest Arkansas Regional Airport began operations in late 1998 and has identified a need for 110 employees initially. Ninety (90) of these employees will work in the areas of electrical and sheetmetal fabrication and installation. OAS expects a 20% increase in staff per year and reach total employment of 500 within three years and 1,200 within eight years.

Grant Expenditures

A total of $1,800,000 in EIF grant funds may be used for the following costs of implementing the A&P Program through the NWAATC. Costs are associated with the initial 18-month implementation of the program.

1) Equipment $450,000

   a) General Section: Electrical Lab, Computer Lab, Training Aids and Support Materials - $46,000

   b) Airframe Section: Sheetmetal Shop, Composite Lab, Hydraulics and Pneumatics Lab, Landing Gear and Electrical Lab - $108,000

   c) Powerplant Section: Reciprocal Engine Shop, Turbine Engine Shop, Fuel and Ignition Systems Lab - $124,000

   d) Aircraft - $114,000

   e) Tool Room and Support Equipment - $12,000

   f) Technical Staff and Student Support Materials - $46,000

2) Program Certification and Documentation.....$400,000

   Curriculum and Operational Manuals, Lesson Plans and Project Guides, Course Test Banks, Students Records, Marketing Materials, And High School Program.

3) Instruction Management and Oversight $950,000
   18 month Design, Build, Operate and Transfer of Management

SECTION B - SPECIAL CONDITIONS

Grantee: City of Fayetteville

Control #: EIF 9810

---

1. The Grantee shall ensure that all Requests for Payment are accompanied by invoices, which have been approved by the Grantee and/or the NWAATC. This documentation must accompany each Request for Payment before the Grantor will honor the Request.

2. The Grantee must conduct an audit of the EIF grant funds, at project completion and submit a copy of the audit to the Grantor for review.

3. For the three-year period following the implementation of the A&P Program, the Grantee must provide information regarding the enrollment of students in the school and placement of graduates of the A&P Program. This information should include:

   a) Total number of students enrolled in the school by class year;

   b) Total number of students graduating from the school by class year;

   c) Total number of students placed in A&P related employment;

   d) Total number of students placed in non-A&P related employment; and

   e) Total in-state vs out-of-state placements.

SECTION C - BUDGET

Grantee: City of Fayetteville

Amendment: #

Grant Control #EIF 9810

Category: Economic Development

Activity: Training

Source of Funds

Cost Classification Sub-Costs	ADED	Cost Classification Total
Equipment	$ 450,000	$ 450,000
Program Certification/ Documentation	400,000	400,000
Instruction Management/ Oversight	950,000	950,000
Totals	$1,800,000	$1,800,000

EXHIBIT A

U.S. Department of Transportation
Federal Aviation Administration

Advisory Circular

AC 147-3
5/22/91

Certification And Operation Of Aviation Maintenance Technician Schools

Initiated by: AFS-340

(ii) Development of sufficient manipulative skill to perform basic operations.

(iii) Instruction by lecture, demonstration, discussion, and limited practical application.

(3) Level 3 requires:

(i) Knowledge of general principles, and performance of a high degree of practical application.

(ii) Development of sufficient manipulative skills to simulate return to service.

(iii) Instruction by lecture, demonstration, discussion, and a high degree of practical application.

(c) Teaching materials and equipment. The curriculum may be presented utilizing currently accepted educational materials and equipment, including, but not limited to: calculators, computers, and audio-visual equipment.

[Amdt. 147-2, 35 FR 5534, Apr. 3, 1970, as amended by Amdt. 147-5, 57 FR 28960, June 29, 1992]

APPENDIX B TO PART 147—GENERAL CURRICULUM SUBJECTS

This appendix lists the subjects required in at least 400 hours in general curriculum subjects.

The number in parentheses before each item listed under each subject heading indicates the level of proficiency at which that item must be taught.

Teaching level

A. BASIC ELECTRICITY

(2) 1. Calculate and measure capacitance and inductance.

(2) 2. Calculate and measure electrical power.

(3) 3. Measure voltage, current, resistance and continuity.

(3) 4. Determine the relationship of voltage, current, and resistance in electrical circuits.

(3) 5. Read and interpret aircraft electrical circuit diagrams, including solid state devices and logic functions.

(3) 6. Inspect and service batteries

B. AIRCRAFT DRAWINGS

(2) 7. Use aircraft drawings, symbols, and system schematics.

(3) 8. Draw sketches of repairs and alterations.

(3) 9. Use blueprint information.

(3) 10. Use graphs and charts.

C. WEIGHT AND BALANCE

(2) 11. Weigh aircraft.

(3) 12. Perform complete weight-and-balance check and record data.

D. FLUID LINES AND FITTINGS

(3) 13. Fabricate and install rigid and flexible fluid lines and fittings.

E. MATERIALS AND PROCESSES

(1) 14. Identify and select appropriate nondestructive testing methods.

(2) 15. Perform dye penetrant, eddy current, ultrasonic, and magnetic particle inspections.

(1) 16. Perform basic heat-treating processes.

(3) 17. Identify and select aircraft hardware and materials.

(3) 18. Inspect and check welds.

(3) 19. Perform precision measurements.

F. GROUND OPERATION AND SERVICING

(2) 20. Start, ground operate, move, service, and secure aircraft and identify typical ground operation hazards.

(2) 21. Identify and select fuels.

G. CLEANING AND CORROSION CONTROL

(3) 22. Identify and select cleaning materials.

(3) 23. Inspect, identify, remove, and treat aircraft corrosion and perform aircraft cleaning.

H. MATHEMATICS

(3) 24. Extract roots and raise numbers to a given power.

(3) 25. Determine areas and volumes of various geometrical shapes.

(3) 26. Solve ratio, proportion, and percentage problems.

(3) 27. Perform algebraic operations involving addition, subtraction, multiplication, and division of positive and negative numbers.

I. MAINTENANCE FORMS AND RECORDS

(3) 28. Write descriptions of work performed including aircraft discrepancies and corrective actions using typical aircraft maintenance records.

(3) 29. Complete required maintenance forms, records, and inspection reports.

J. BASIC PHYSICS

(2) 30. Use and understand the principles of simple machines; sound, fluid, and heat dynamics; basic aerodynamics; aircraft structures; and theory of flight.

K. MAINTENANCE PUBLICATIONS

(3) 31. Demonstrate ability to read, comprehend, and apply information contained in FAA and manufacturers' aircraft maintenance specifications, data sheets, manuals, publications, and related Federal Aviation Regulations, Airworthines Directives, and Advisory material.

(3) 32. Read technical data.

L. MECHANIC PRIVILEGES AND LIMITATIONS

(3) 33. Exercise mechanic privileges within the limitations prescribed by part 65 of this chapter.

[Amdt. 147-2, 35 FR 5534, Apr. 3, 1970, as amended by Amdt. 147-5, 57 FR 28960, June 29, 1992]

APPENDIX C TO PART 147—AIRFRAME CURRICULUM SUBJECTS

This appendix lists the subjects required in at least 750 hours of each airframe curriculum, in addition to at least 400 hours in general curriculum subjects.

The number in parentheses before each item listed under each subject heading indicates the level of proficiency at which that item must be taught.

I. Airframe Structures

Teaching level·

A. WOOD STRUCTURES

(1) 1. Service and repair wood structures.
(1) 2. Identify wood defects
(1) 3. Inspect wood structures

B. AIRCRAFT COVERING

(1) 4. Select and apply fabric and fiberglass covering materials
(1) 5. Inspect, test, and repair fabric and fiberglass.

C. AIRCRAFT FINISHES

(1) 6. Apply trim, letters, and touchup paint.
(2) 7. Identify and select aircraft finishing materials.
(2) 8. Apply finishing materials.
(2) 9. Inspect finishes and identify defects.

D. SHEET METAL AND NON-METALLIC STRUCTURES

(2) 10. Select, install, and remove special fasteners for metallic, bonded, and composite structures.
(2) 11. Inspect bonded structures.
(2) 12. Inspect, test, and repair fiberglass, plastics, honeycomb, composite, and laminated primary and secondary structures.
(2) 13. Inspect, check, service, and repair windows, doors, and interior furnishings.
(3) 14. Inspect and repair sheet-metal structures.
(3) 15. Install conventional rivets.
(3) 16. Form, lay out, and bend sheet metal.

E. WELDING

(1) 17. Weld magnesium and titanium.
(1) 18. Solder stainless steel.
(1) 19. Fabricate tubular structures.
(2) 20. Solder, braze, gas-weld, and arc-weld steel.
(1) 21. Weld aluminum and stainless steel.

F. ASSEMBLY AND RIGGING

(1) 22. Rig rotary-wing aircraft.
(2) 23. Rig fixed-wing aircraft.
(2) 24. Check alignment of structures.
(3) 25. Assemble aircraft components, including flight control surfaces.
(3) 26. Balance, rig, and inspect movable primary and secondary flight control surfaces.
(3) 27. Jack aircraft.

G. AIRFRAME INSPECTION

(3) 28. Perform airframe conformity and airworthiness inspections.

II. Airframe Systems and Components

Teaching level

A. AIRCRAFT LANDING GEAR SYSTEMS

(3) 29. Inspect, check, service, and repair landing gear, retraction systems, shock struts, brakes, wheels, tires, and steering systems.

B. HYDRAULIC AND PNEUMATIC POWER SYSTEMS

(2) 30. Repair hydraulic and pneumatic power system components.

(3) 31. Identify and select hydraulic fluids.

(3) 32. Inspect, check, service, troubleshoot, and repair hydraulic and pneumatic power systems.

C. CABIN ATMOSPHERE CONTROL SYSTEMS

(1) 33. Inspect, check, troubleshoot, service, and repair heating, cooling, air conditioning, pressurization systems, and air cycle machines.

(1) 34. Inspect, check, troubleshoot, service, and repair heating, cooling, air-conditioning, and pressurization systems.

(2) 35. Inspect, check, troubleshoot, service and repair oxygen systems.

D. AIRCRAFT INSTRUMENT SYSTEMS

(1) 36. Inspect, check, service, troubleshoot and repair electronic flight instrument systems and both mechanical and electrical heading, speed, altitude, temperature, pressure, and position indicating systems to include the use of built-in test equipment.

(2) 37. Install instruments and perform a static pressure system leak test.

E. COMMUNICATION AND NAVIGATION SYSTEMS

(1) 38. Inspect, check, and troubleshoot autopilot servos and approach coupling systems.

(1) 39. Inspect, check, and service aircraft electronic communications and navigation systems, including VHF passenger address interphones and static discharge devices, aircraft VOR, ILS, LORAN, Radar beacon transponders, flight management computers, and GPWS.

(2) 40. Inspect and repair antenna and electronic equipment installations.

F. AIRCRAFT FUEL SYSTEMS

(1) 41. Check and service fuel dump systems.

(1) 42. Perform fuel management transfer, and defueling.

(1) 43. Inspect, check, and repair pressure fueling systems.

(2) 44. Repair aircraft fuel systems components.

(2) 45. Inspect and repair fluid quantity indicating systems.

(2) 46. Troubleshoot, service, and repair fluid pressure and temperature warning systems.

(3) 47. Inspect, check, service, troubleshoot, and repair aircraft fuel systems.

G. AIRCRAFT ELECTRICAL SYSTEMS

(2) 48. Repair and inspect aircraft electrical system components; crimp and splice wiring to manufacturers' specifications; and repair pins and sockets of aircraft connectors.

(3) 49. Install, check, and service airframe electrical wiring, controls, switches, indicators, and protective devices.

(3) 50.a. Inspect, check, troubleshoot, service and repair alternating and direct current electrical systems.

(1) 50.b. Inspect, check, and troubleshoot constant speed and integrated speed drive generators.

H. POSITION AND WARNING SYSTEMS

(2) 51. Inspect, check and service speed and configuration warning systems, electrical brake controls, and anti-skid systems.

(3) 52. Inspect, check, troubleshoot, and service landing gear position indicating and warning systems.

I. ICE AND RAIN CONTROL SYSTEMS

(2) 53. Inspect, check, troubleshoot, service, and repair airframe ice and rain control systems.

J. FIRE PROTECTION SYSTEMS

(1) 54. Inspect, check, and service smoke and carbon monoxide detection systems.

(3) 55. Inspect, check, service, troubleshoot, and repair aircraft fire detection and extinguishing systems.

[Amdt. 147-2, 35 FR 5535, Apr. 3, 1970, as amended by Amdt. 147-5, 57 FR 29960, June 29, 1992]

APPENDIX D TO PART 147—POWERPLANT CURRICULUM SUBJECTS

This appendix lists the subjects required in at least 750 hours of each powerplant curriculum, in addition to at least 400 hours in general curriculum subjects.

The number in parentheses before each item listed under each subject heading indicates the level of proficiency at which that item must be taught.

I. Powerplant Theory and Maintenance

Teaching level

A. RECIPROCATING ENGINES

(1) 1. Inspect and repair a radial engine.
(2) 2. Overhaul reciprocating engine.
(3) 3. Inspect, check, service, and repair reciprocating engines and engine installations.
(3) 4. Install, troubleshoot, and remove reciprocating engines.

B. TURBINE ENGINES

(2) 5. Overhaul turbine engine.
(3) 6. Inspect, check, service, and repair turbine engines and turbine engine installations.
(3) 7. Install, troubleshoot, and remove turbine engines.

C. ENGINE INSPECTION

(3) 8. Perform powerplant conformity and air worthiness inspections.

II. Powerplant Systems and Components

Teaching level

A. ENGINE INSTRUMENT SYSTEMS

(2) 9. Troubleshoot, service, and repair electrical and mechanical fluid rate-of-flow indicating systems.
(3) 10. Inspect, check, service, troubleshoot, and repair electrical and mechanical engine temperature, pressure, and r.p.m. indicating systems.

B. ENGINE FIRE PROTECTION SYSTEMS

(3) 11. Inspect, check, service, troubleshoot, and repair engine fire detection and extinguishing systems.

C. ENGINE ELECTRICAL SYSTEMS

(2) 12. Repair engine electrical system components.
(3) 13. Install, check, and service engine electrical wiring, controls, switches, indicators, and protective devices.

D. LUBRICATION SYSTEMS

(2) 14. Identify and select lubricants.
(2) 15. Repair engine lubrication system components.
(3) 16. Inspect, check, service, troubleshoot, and repair engine lubrication systems.

E. IGNITION AND STARTING SYSTEMS

(2) 17. Overhaul magneto and ignition harness.
(2) 18. Inspect, service, troubleshoot, and repair reciprocating and turbine engine ignition systems and components.
(3) 19.a. Inspect, service, troubleshoot, and repair turbine engine electrical starting systems.
(1) 19.b. Inspect, service, and troubleshoot turbine engine pneumatic starting systems..

F. FUEL METERING SYSTEMS

(1) 20. Troubleshoot and adjust turbine engine fuel metering systems and electronic engine fuel controls.
(2) 21. Overhaul carburetor.
(2) 22. Repair engine fuel metering components.
(3) 23. Inspect, check, service, troubleshoot, and repair reciprocating and turbine engine fuel metering systems.

G. ENGINE FUEL SYSTEMS

(2) 24. Repair engine fuel system components.
(3) 25. Inspect, check, service, troubleshoot, and repair engine fuel systems.

H. INDUCTION AND ENGINE AIRFLOW SYSTEMS

(2) 26. Inspect, check, troubleshoot, service and repair engine ice and rain control systems.
(1) 27. Inspect, check, service, troubleshoot and repair heat exchangers, superchargers and turbine engine airflow and temperature control systems.
(3) 28. Inspect, check, service, and repair carburetor air intake and induction manifolds.

I. ENGINE COOLING SYSTEMS

(2) 29. Repair engine cooling system components.

(3) 30. Inspect, check, troubleshoot, service, and repair engine cooling systems.

J. ENGINE EXHAUST AND REVERSER SYSTEMS

(2) 31. Repair engine exhaust system components.

(3) 32.a. Inspect, check, troubleshoot, service, and repair engine exhaust systems.

(1) 32.b. Troubleshoot and repair engine thrust reverser systems and related components.

K. PROPELLERS

(1) 33. Inspect, check, service, and repair propeller synchronizing and ice control systems.

(2) 34. Identify and select propeller lubricants.

(1) 35. Balance propellers.

(2) 36. Repair propeller control system components.

(3) 37. Inspect, check, service, and repair fixed-pitch, constant-speed, and feathering propellers, and propeller governing systems.

(3) 38. Install, troubleshoot, and remove propellers.

(3) 39. Repair aluminum alloy propeller blades.

L. UNDUCTED FANS

(1) 40. Inspect and troubleshoot unducted fan systems and components.

M. AUXILIARY POWER UNITS

(1) 41. Inspect, check, service, and troubleshoot turbine-driven auxiliary power units.

(Sec. 6(c), Dept. of Transportation Act; 49 U.S.C. 1655(c)))

[Amdt. 147-2, 35 FR 5535, Apr. 3, 1970, as amended by Amdt. 147-5, 57 FR 28961, June 29, 1992]

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

February 3, 1999

Ms. Barbara Pardue
Executive Director
Arkansas Economic Development Commission
One Capitol Mall
Little Rock, AR 72201

Dear Ms. Pardue,

The City of Fayetteville is pleased to submit herewith an application for a grant of $1.8 million from the Arkansas Economic Development Commission for the development of an aviation technologies work force training program.

The City shares the Technologies Center Board's enthusiasm about the prospects for success of this exciting new program and we believe that such a program will help attract other aviation-related industrial prospects to this area.

As you are aware, this program will result in the creation of new aviation-related high-technologies jobs for the people of our region and our state. The City of Fayetteville has reached an agreement with Northwest Arkansas Aviation Technologies Center for the lease of an executive hangar at Drake Field to house the training program. We are convinced that many aviation projects will be attracted to the state if we have a properly trained work force.

The City of Fayetteville understands and agrees that this grant is for the establishment of an aviation maintenance technology program at Drake Field and accordingly the City will transfer the funds to the Technologies Center Board for the establishment of the training program.

The City of Fayetteville respectfully requests AEDC's review and approval of the grant application. If you or your staff have questions or need additional information, please contact Kevin Crosson, Administrative Services Director at 501-575-8330.

Sincerely,

Fred Hanna
Mayor

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: General Government	Date Requested	Adjustment #
1999	Division: Miscellaneous	02/03/99	
	Program:		

Project or Item Requested:
Approval of a budget recognizing an economic development grant and establishing an expenditure budget for the grant expense.

Project or Item Deleted:
None. Grant revenue recognition and expenditure recognition offset each other.

Justification of this Increase:
Acceptance of the grant and approval of the budget adjustment will provide funding to implement the training school at Drake Field.

Justification of this Decrease:

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Transfer to NAATC	1,800,000	1010	6600		57XX	XX		

NAATC = Nothwest Arkansas Aviation Technologies Center

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
State Grant Revenue	1,800,000	1010	0001		4302	00		

Approval Signatures

Requested By — Date 2/3/99

Budget Coordinator — Date

Department Director — Date 8 FEB 99

Admin. Services Director — Date

Mayor — Date

Budget Office Use Only

Type: A B C (D) E

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log

Blue Copy: Budget & Research / Yellow Copy: Requester

C:\APP\99BUDGET\NAATC_BA.WK4

DRAFT

RESOLUTION NO.____

A RESOLUTION NAMING THE PROPOSED KEENAN PROPERTY TRAIL, "RAVEN TRAIL".

WHEREAS, The City Council approved Ordinance No. 4134 authorizing the name change of a street known as Errol to be known as Farr Lane; and,

WHEREAS, The above name change is contingent upon the conveyance to the City of certain real property to be used as a street connection and a trail; and,

WHEREAS, The grantors of the certain real property to be used for a street connection and a trail have requested that the proposed trail be named "Raven Trail".

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

Section 1. That the City Council hereby names the proposed Keenan property trail, "Raven Trail". A copy of the plat showing the proposed location of the trail is attached hereto marked Exhibit "A" and made a part hereof.

PASSED AND APPROVED this ___ day of _____, 1998.

APPROVED:

By:_____
Fred Hanna, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

F A Y E T T E V I L L E
CITY ATTORNEY DEPARTMENT

Jerry E. Rose
LaGayle D. McCarty
Clarice Buffalohead-Pearman
575-8313

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

FROM: LaGayle D. McCarty, Asst. City Attorney

DATE: February 8, 1999

RE: Settlement Offer
City v. Robinson
CIV 98-29

On January 6, 1998, the City Council passed Resolution No. 8-98 authorizing and directing the City Attorney to initiate legal action in order to obtain certain lands along Gregg Avenue in Fayetteville, and Wilkerson Avenue in Johnson, for the Mudd Creek Bridge Project. The City's estimate of just compensation for the taking is $7,700 based upon an appraisal done by the Arkansas State Highway and Transportation Department.

Pre-trial negotiation has resulted in a settlement offer by Mr. Walter Robinson in the amount of $15,400. This is in line with similar properties acquired for this project. Staff recommends acceptance of this offer.

Attached you will find copies of the following:

1. Settlement offer of Mr. Walter Robinson.
2. Letter of Appraisal from Associated Appraisers, Inc. for Mr. Walter Robinson.
3. Appraisal by the Arkansas State Highway and Transportation Department.

The Sunshine Factory

▼ Home of The Sunny Day Bluebirds™ ▼

RECEIVED
JAN 11 1999
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

December 31, 1998

Mr. LaGayle McCarty
City Attorney Division
113 West Mountain
Fayetteville, AR 72701

Dear Mr. McCarty: RE: City v. Robinson Civ 98-29

Mr. Lambert never represented us in this matter. I have hired Mr. Kerry Schultz of Associated Appraisers to help me get a fair compensation in this matter. The city has offered or paid into the court $7700. Mr. Schultz will testify that the before and after land value was reduced by twice that amount after the taking. My wife and I paid about $35,000 for that little valley about ten years ago. The valley is very low and the only usable portions were about a 150 strip next to the old road. Since the widening of the road that useable portion has been narrowed down substantially. I will be lucky if I ever get the $35,000 back. If you drive the road you can see what I mean. I would like to settle this matter for $15,400. I am requesting the matter be set for trial.

Sincerely yours,

Walter Robinson

Walter Robinson

6302 Wilkerson ▼ Fayetteville, AR ▼ 72704 ▼ 1-800-356-4258 ▼ FAX 501-582-5064

Associated Appraisers, Inc.
REAL ESTATE APPRAISERS & CONSULTANTS

535 FIRST PLACE
FAYETTEVILLE, AR 72701
501/521-2717
FAX 501/521-2718

KEITH L. SCHULTZ
PRESIDENT

January 25, 1999

Ms. Lagayle McCarty
City Attorney
City of Fayetteville, Arkansas
City Administration Building
Fayetteville, Arkansas

Re: Walter Robinson Property - CIV 98-29

Dear Ms. McCarty;

At the request of Mr. Robinson I have reviewed an appraisal report prepared by the AHTD and dated December 17, 1997. In that report, the AHTD estimated the value of the property taken to be $7,700,00.00 based on a value of approximately $4,356.00 per acre. Apparently the major basis for the value estimate was the fact that the property was in the flood plain.

I am enclosing a number of sales of unimproved properties located in the flood plain and located just to the west of the subject property. Several of the sales have vehicular traffic visibility from U.S. Highway 71 and thus could be considered to be superior to the subject in that respect. Purchase prices range from approximately $7,000.00 per acre to approximately $27,000.00 per acre. It would appear that Mr. Robinson's request of $15,500.00 or approximately $8,800.00 per acre is reasonable and supportable.

Sincerely,

Keith L. Schultz
Arkansas State Certified General Appraiser # 0271

Sale # 1 (11593005-930127)

Seller: Johnson Mill Properties Inc to Earl J. Hanaway
Location: Pt NE 21-17-30, Johnson, Washington County, Ark

Sale Date: 1/27/93
Size: 1.42 acres
Sale Price: $21,000.00
Improvements: None

Book & Page: 93-05222
Remarks: Located on south side of Greathouse Springs Road across from the Inn at the Mill.

Sale # 2 (00487002-871214)

Seller: Johnson Mill Properties to John and Pat Kendrick
Location: Pt Sections 15,16,21,22 T17N R30W
Johnson Road, Johnson, Arkansas
Sale Date: 12/14/87
Size: 49.37 acres
Sale Price: $152,000.00
Improvements: 1,015 sq.ft. fishing shed, 1,344 sq.ft. SFR, trout ponds and raceways
Book & Page: 1252/265-266
Remarks: Improvements valued at $39,000.00. Acquired by an adjacent land owner to add to his farm.

Sale # 3 (00494005-940329)

Seller: Mamie Johnson and Early & Doris Ferguson to Donald B. and Dorthy Farthing
Location: Pt NE Section 21, Township 17N, Range 30West
Johnson, Washington County, Arkansas
Sale Date: 3/29/94-3/30/94
Size: 23.026 acres
Sale Price: $165,000.00
Improvements: None of contributory value

Book & Page: 94-019216-217-218
Remarks: Frontage on Great House Springs Road at southeast corner of U.S. Highway 71. All in the flood plain of Clear Creek.

Sale # 4 (00495005-950505)

Seller: Donald & Dororthy Farthing to Cyril A. Raben
Location: Pt NW Section 21, Township 17N, Range 30 West
Johnson, Arkansas
Sale Date: 5/5/95
Size: 7.03 acres
Sale Price: $190,000.00
Improvements: None of contributory value

Book & Page: 95-27144
Remarks: Frontage on Great House Springs Road, east of U.S. Highway 71. All in flood plain of Clear Creek. Acquired for use as the site of a medical clinic.

REVIEW APPRAISER'S EXAMINATION AND CERTIFICATION

Job: 04D179 Location: Greg Thomas / Wind Creek

Tract: 5

Review Appraiser's Examination:

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

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

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

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

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

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

Review Appraiser's Certification:

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

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

Inspection Date: 11-19-97

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

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

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

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

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

$7,700.00

Kansas State Highway
AND TRANSPORTATION DEPT.
RECEIVED
NOV 21 1997
ACQUISITION SECTION
RIGHT OF WAY DIVISION

Reviewing Appraiser

Date: 11-21-97

Note: Non-economic remnant
Right Remnant = 8,861 s.f. = $900.00
JS

APPRAISAL REPORT
FOR
ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

JOB: 040179 PROJECT: BRM-9142(7) County: Washington TRACT: 5

LOCATION: Gregg Avenue - Mud Creek St. & Appts. (S) (Fayetteville) (S) Washington Co.

FEE OWNER(S): Walter S. Robinson III and Carol E. Van Scyoc, as TIC
ADDRESS: 6302 Wilkerson Road, Fayetteville 72704
PHONE: 501-575-0968

TENANT(S): None
ADDRESS:
PHONE:

AREA OF WHOLE: 1,204,057±SF*
AREA OF REMAINDER: 0,061±S.F. Rt.&
1,101,292±S.F. Lt.
AREA OF ACQUISITION: 93,904±SF Total Area*
(Title Certificate and Legal Descriptions Attached)
*Includes 17,355±SF in the existing public street.

PERMANENT EASEMENT(S):
TEMPORARY EASEMENT(S):

ESTATE APPRAISED: Fee Simple

HIGHEST & BEST USE: Agricultural

Highest and Best Use is defined as "that reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in highest land value."

PURPOSE OF APPRAISAL:

To estimate the Fair Market Value of described property, including all damages and/or benefits that are allowed under State law to the remaining property, as just compensation for the property acquired.

MARKET VALUE CONCEPT:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

ALLOCATION OF COMPENSATION

Land: 76,549±SF @ $0.10/SF Public Street: 17,549±SF @ $-0-/SF	$	(Rnd) 7,700.00
Improvements:	$	
Cost To Cure Items:	$	
Sign Relocation/Purchase:	$	
Temporary Easements:	$	
TOTAL COMPENSATION AS OF November 4, 1997	$	7,700.00

COMMENTS:

This tract is in the flood plane. This land is zoned A-1. It can be developed for some other use at a great expense of filling. No staking was present. The figures for the size of the existing R/W were provided by the city of Fayetteville. Total Acq. 93,904 - 17,355 in ext. R/W = 76,549±SF Net Acquisition. The barbed wire fence will be replaced as a construction item.

Date: November 12, 1997

Billy F. Taylor, Appraiser

ttl:040179:tr 5

CERTIFICATE OF APPRAISER

I hereby certify:

That I have personally inspected the property herein appraised, that I have made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

That the existence of potentially hazardous material used in the construction or maintenance of any structures, and/or the existence of hazardous materials or hazardous waste, which may or may not be present on the property, was not observed by me; nor do I have any knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The existence of hazardous materials or potentially hazardous waste material may have an effect on the value of the property.

That I understand that such appraisal may be used in connection with the acquisition of right-of-way for a project to be constructed by the State of Arkansas with the assistance of Federal-aid highway funds, or other Federal funds.

That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes; that in appraising the value before acquisition, no consideration has been given to increases or decreases in Fair Market Value caused by the public improvement; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the State Highway and Transportation Department of said State or officials of the Federal Highway Administration, and I will not do so until so authorized by said State Officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That in my opinion the just compensation for the acquisition as of November 4, 1997 is $7,700.00 based upon my independent appraisal and the exercise of my professional judgment.

On November 4, 1997 the owner(s) were offered the opportunity to accompany the appraiser on the property inspection, which was held on November 4, 1997.

On the owner(s) were offered the opportunity to accompany the appraiser on the property inspection. The invitation was declined.

Date: November 12, 1997

Billy F. Taylor Appraiser

Job: 040179 Tract: 5

PROPERTY DATA

PROPERTY LOCATION:	Along the west side of Wilkerson Road north of Mud Creek
ZONING:	A-1
PRESENT USE:	Agricultural
HIGHEST & BEST USE	Agricultural
SIZE:	27.64±Acres or 1,204,057±SF
FRONTAGE:	991± feet on Wilkerson Road
DEPTH:	Undetermined
SHAPE:	Irregular
ACCESS:	By undeveloped drive from private property on the south end.
TOPOGRAPHY:	Very low and in the flood plane of Mud Creek
DRAINAGE:	Natural and poor
SOIL TYPE:	Rocky Clay Loam
UTILITIES:	All are available but not developed on the property
PHYSICAL FEATURES:	Open improved pasture
IMPROVEMENTS:	None
REMARKS:	This is a hay field suitable for agricultural purpose. Any development would require the property be filled to bring it out of the flood plane.

FIVE YEAR SALES HISTORY:

From	To	Date	Book	Page	Consideration

CHANGES IN PROPERTY SINCE DATE OF PURCHASE:

None observable

REFERENCES:

See plat for location and dimensions of acquisition and improvements involved. See sales brochure for area data, scope of market study, time study, marketing conditions, and sales location map.

PREMISE AND LIMITING CONDITIONS:

1. The sketch map, construction plans and descriptions furnished the appraiser are correct.
2. The attached Title Certificate is correct, reflects the fee owner and all holders of less than fee interest in the property and current real estate tax information.
3. Information, dates, estimates, and opinions contained in this report were obtained from sources considered reliable; however no liability for them can be assumed by the appraiser.

COMPARISON WITH SUBJECT PROPERTY

SALE	X	YY		
Date of Sale	1-93	7-94		
Size	982,714±SF	600,257±SF		
Sales Price	$165,000.00	$213,000.00		
Unit Price	$0.17±SF	$0.35/SF		

ADJUSTMENT FACTORS

Conditions of Sale				
Improvement(s)	-0.02	-0.22		
ADJUSTED SALES PRICE	0.15	0.13		
Time	+0.04	+0.03		
Location				
Size				
Topography	-0.06	-0.06		
Utilities				
INDICATED UNIT VALUE	$0.13	$0.10		

EXPLANATION OF ADJUSTMENTS:

Improvements: Both sales were adjusted for the per unit value the improvements contributed to the sale. Sale X has $21,000 improvements + 982,714 SF = $0.02 Sale YY has $130,000 improvements + 600,257SF = $0.22.

Time: Both sales were adjusted + 6% for time from the date of sale to present. Please see the time statement in the 040179 Sales Brochure. Time is determined by the sale and resale of the same or similar property. The time percentage, 6% is divided by 12 = .005 per month increase. This result is multiplied times the number of months since the date of sale. That resulting recentage is multiplied times the adjusted sales price to determine the per unit increase for each sale.

Topography: Both sale were adjusted for their superior elevation. The subject is in the flood plane. Please see the sales brochure for the flood plane map. It is felt this tract could be filled, however the cost will be substantial because it would take approximately 4 feet or more to get it out of the flood area. It is felt 4' of fill can be purchased for approximately $2,600 per acre. This is based on the purchase of fill at $0.40 per cubic yard. 43,560 cubic feet per ac.ft. + 27 cubic ft. per cubic yard = 1,613.33 cubic yards per acre ft. x 4 acre feet x $0.40 = $2,581 + 43,560 SF per acre = $0.06 per square ft. adjustment.

CORRELATION OF INDICATED VALUES:

The range of indicated values is from $0.10 to $0.13 per square ft. Sale YY is given more weight because it's physical proximity is nearer that of the subject. Therefore, the market per unit value of the subject is $0.10/SF. Because the subject is in the flood plane it is felt the value should be applied as the before and right and left residuals, per unit value.

ESTIMATED LAND VALUE:

Acquisition: 76,549±SF @ $0.10/SF = (Rnd) $7,700.00

AREA DATA

This project involves the replacing of the bridge across Mud Creek on Gregg Street on the city boundaries of Fayetteville and Johnson, Arkansas. The properties affected are mainly agricultural in use and residential subdivision tracts.

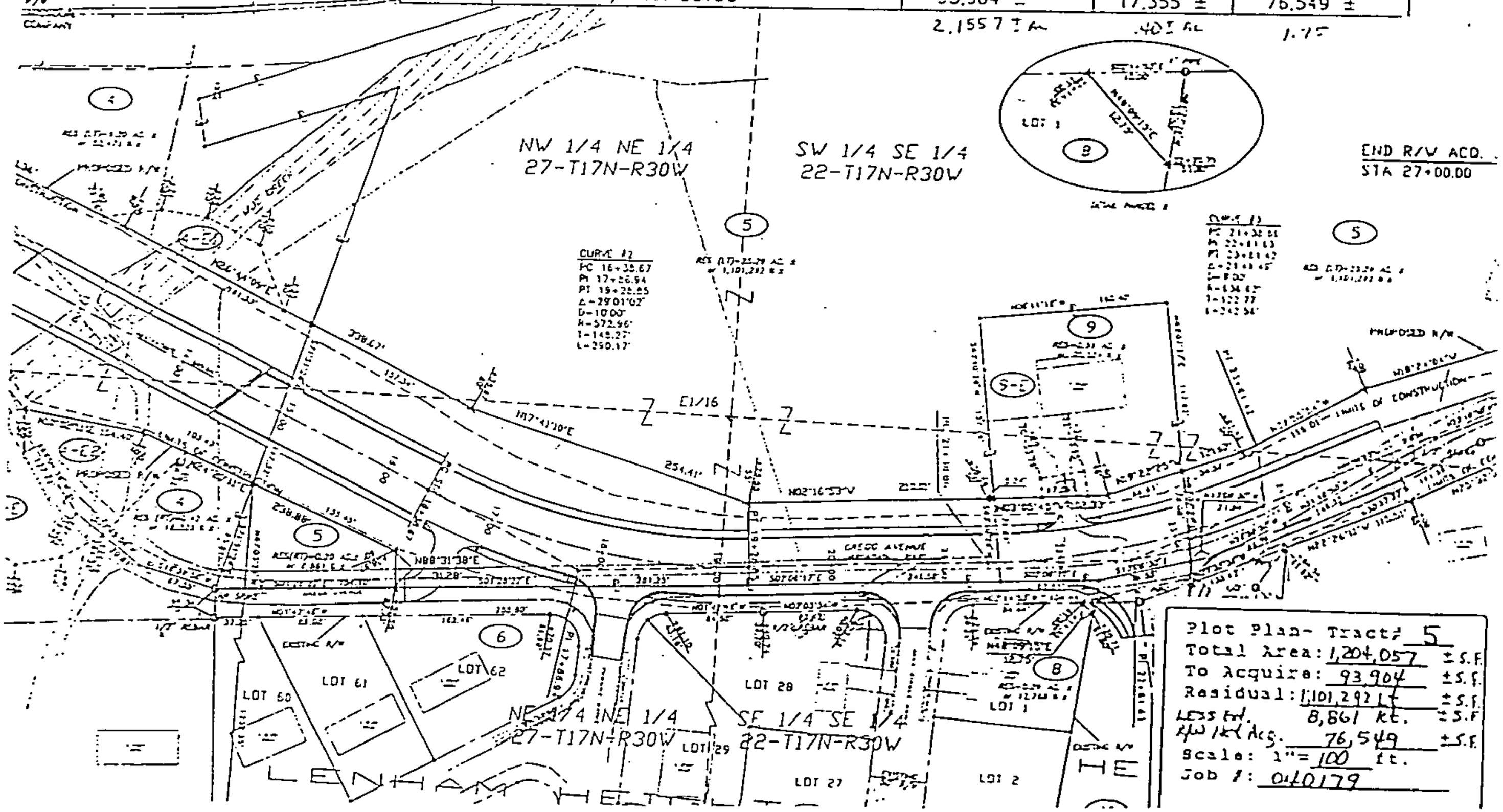
The project begins approximately 1,400 feet south of the existing bridge and ends approximately 1,300 feet north of the bridge at a point 300 feet north of Joyce Boulevard. Because the existing bridge is one-lane wide, the new bridge should enhance the traffic flow to and from the new Spring Park Commercial Subdivision between Gregg Street and Highway 71B.

The area is located in Washington County which is in the northwest corner of the state. The area is a very rapidly growing populous reflecting a 28% increase over the past five years. There are approximately 250,000 people within the 30 mile radius of the job area with Fayetteville and Springdale being the largest incorporated municipalities and economic centers. All the local governments are the mayoral city council form. Health facilities in the area include a regional medical hospital in Fayetteville and in Springdale, Missouri. The small town of Johnson sits between Springdale and Fayetteville and they all enjoy contiguous city boundaries.

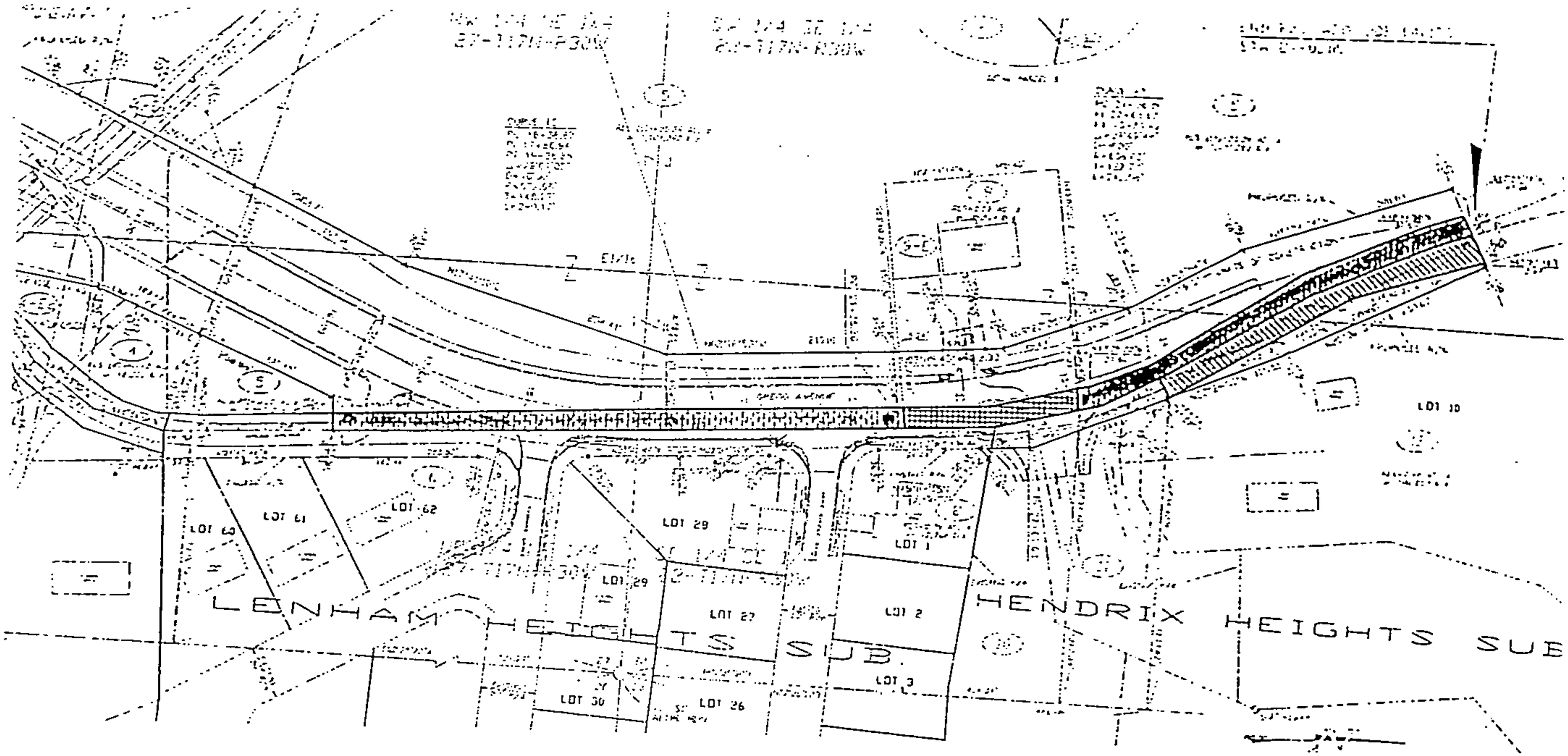
Educational facilities include the University of Arkansas in Fayetteville, John Brown University in Siloam Springs and public schools as well as numerous private trade and technical schools.

The major employees are Tyson Foods, Inc., Walmart, and J.B. Hunt Trucking. There are over 60 churches in the area and rail service is provided by Ark. - Missouri Railroad. There are also two large airports, one in Fayetteville and one in Springdale. Most utility needs are provided by Southwestern Electric, Western Gas, Southwestern Bell and Fayetteville Water. The area real estate market is very active.

PARCEL NO.	OWNER	AREA TO ACQUIRE IN SQ. FT.	EXIST. R/W IN SQ. FT.	NET ACQUISITION IN SQ. FT.
5	ROBINSON / VAN SCYOC	93,904 ±	17,355 ±	76,549 ±
		2.1557 ± Ac	.401 Ac	1.75

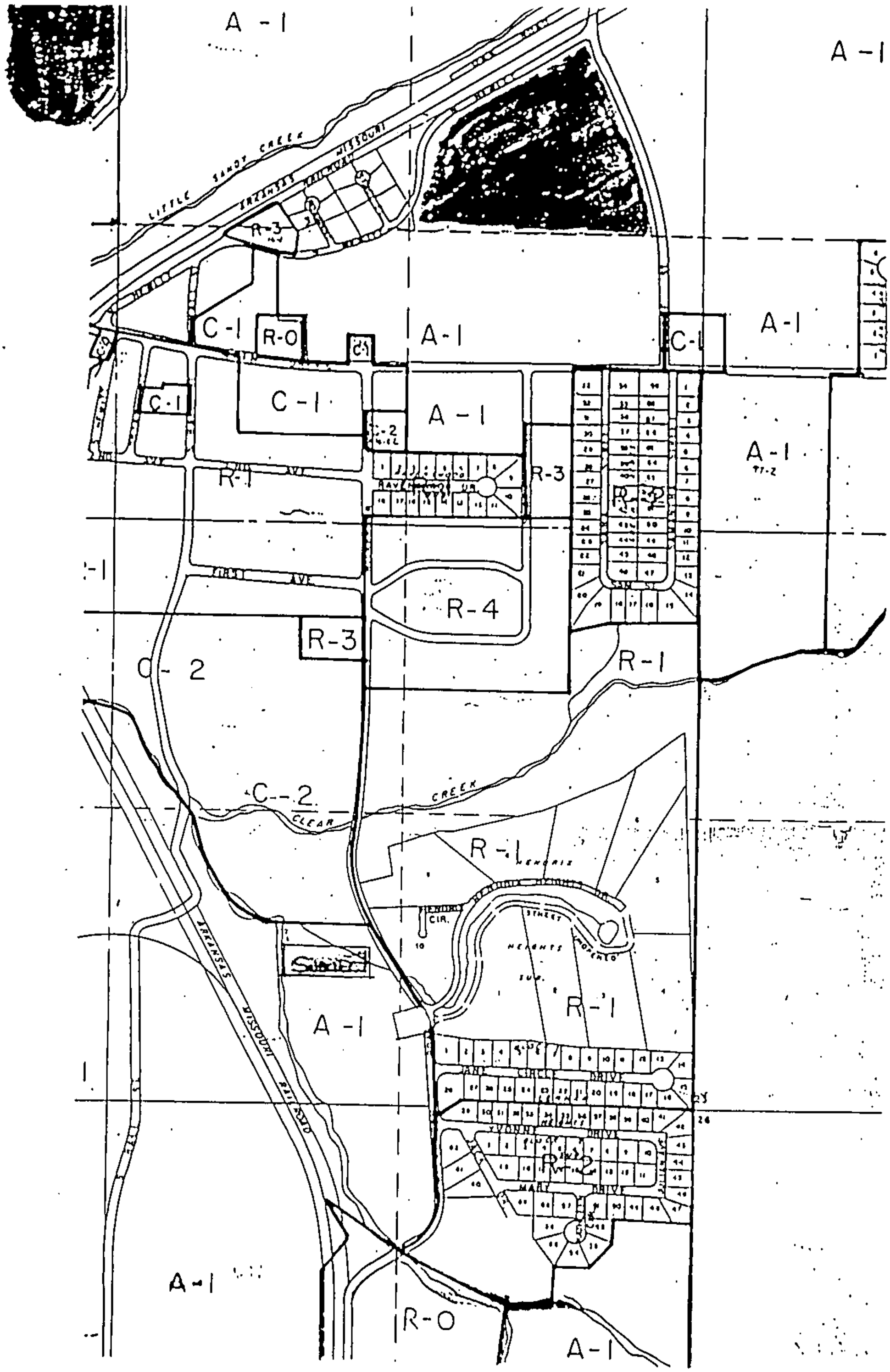


Plot Plan- Tract: 5
Total Area: 1,204,057 ±S.F.
To Acquire: 93,904 ±S.F.
Residual: 1,101,292 ±S.F.
LESS ROW 8,861 ±S.F.
R/W Net Acq. 76,549 ±S.F.
Scale: 1" = 100 ft.
Job #: 0140179



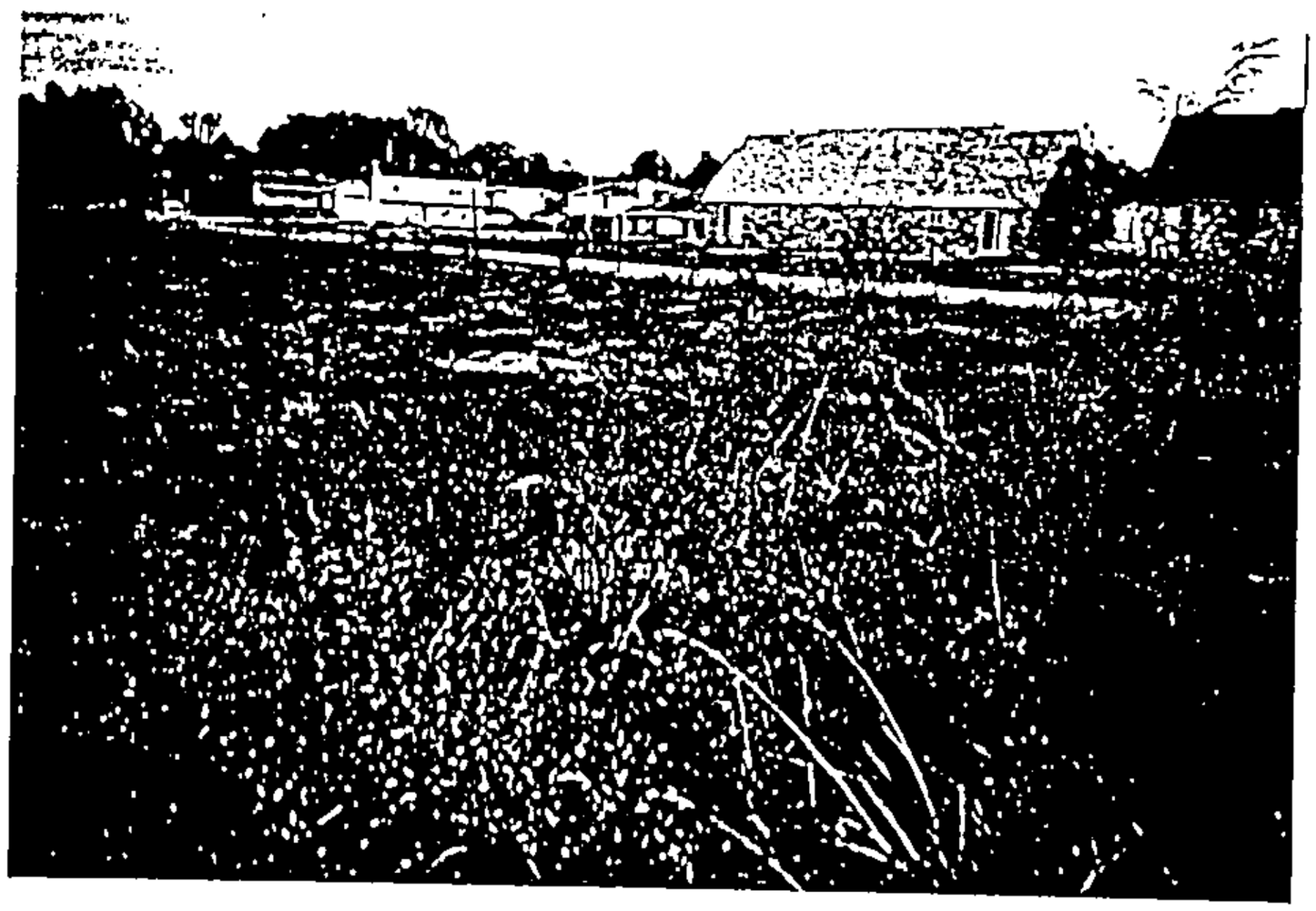
PARCEL NO	OWNER	AREA TO ACQUIRE IN SQ. FT.	EXIST. R/W IN SQ. FT.	NET ACQUISITION IN SQ. FT.
5	ROBINSON / VAN SCYOC	[illegible]	[illegible]	[illegible]
9	BRAUETT	[illegible]	[illegible]	[illegible]
12	HENLIKE	[illegible]	[illegible]	[illegible]

OUTSIDE ACQUISITION AREAS



Job: 040179 TR 5
Sales Map of Comparables

LEFT RESIDUAL PROPERTY

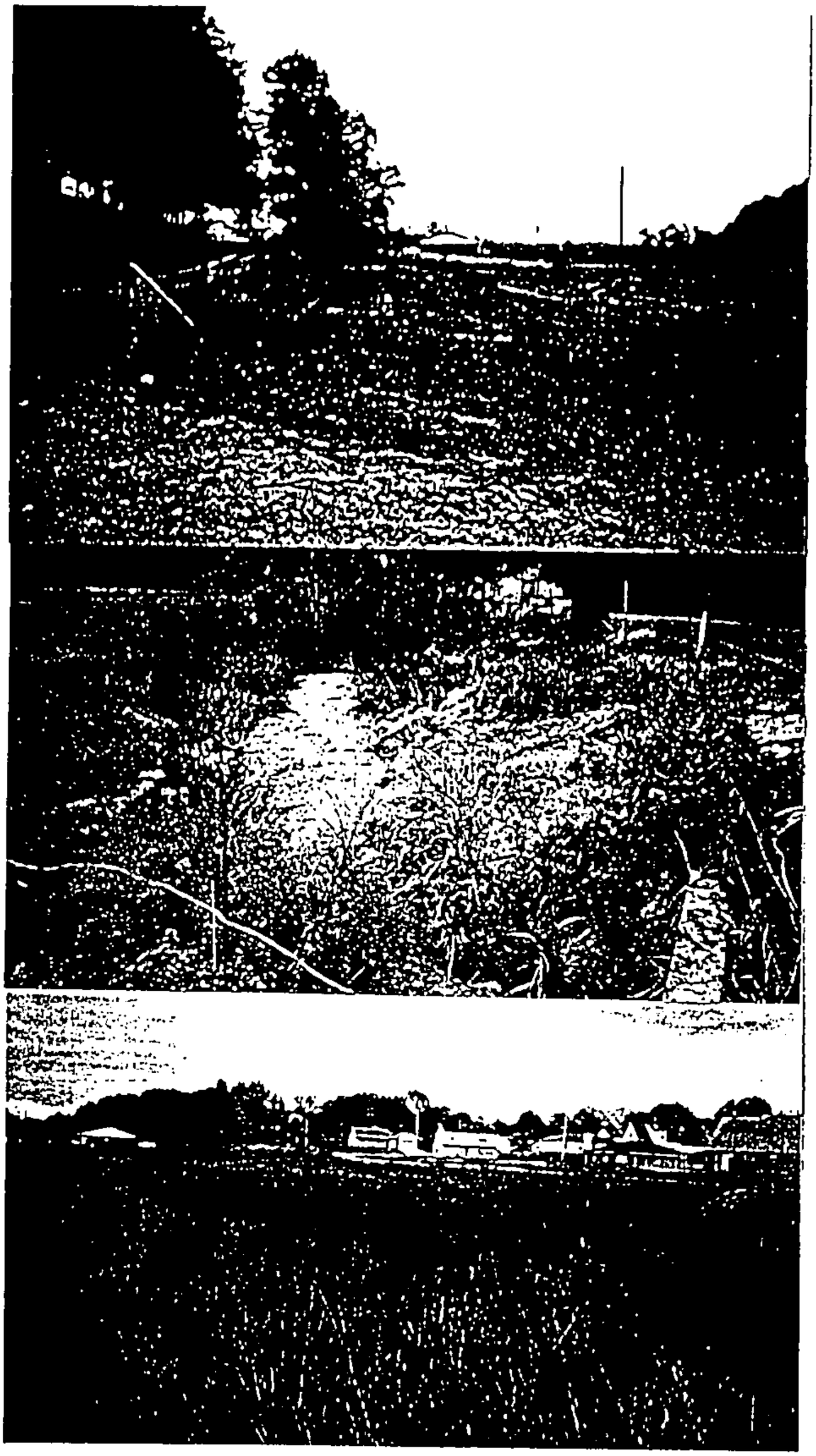


RIGHT RESIDUAL PROPERTY

JOB.0404179
TRACT:5

ACQUISITION AREA

JOB.0404179
TRACT:5



ACQUISITION AREA

JOB.0404179
TRACT:5

COMPARABLE SALES

GRANTOR:	Norman L. and Pauline C. Darling		
GRANTEE:	B. W. Dykes and Sue Ann Dykes		
DATE:	7-94	SIZE:	13.78±Ac
CONSIDERATION:	$213,000	PER UNIT:	$15,457/Ac Imp.
RECORDED	94-40808 & 94-046189	REV. STAMPS:	$706.20
VERIFICATION:	With S A Dykes 10-30-97 by BFT	FINANCING:	Owner financed
MOTIVATION:	Home site	ZONING:	A-1
USE (DATE OF SALE):	Residential	H & B USE:	Residential
USE NOW:	Residential	DEPTH:	
FRONTAGE:	546±' on Elmore St.	DRAINAGE:	Good
SHAPE:	Irregular	UTILITIES:	All available except sewer
SOIL TYPE:	Rocky Clay Loam		
ACCESS:	Developed on the west side of Elmore St. 200 yds north of Main St.		

LEGAL DESC: PT NE1/4 SEC. 22, T17N, R30W

SALE LOCATION: North of Main, West of Elmore and South of Hewitt with access developed by drive from Elmore.

TOPOGRAPHY: High and rolling

REMARKS: Mrs. Dykes said the house was worth $130,000 on D.O.S. there is also a Spa built at the rear that was included in this price. Two additional dwellings have been built on this tract since the sale date.

IMPROVEMENT DATA

BUILDING TYPE:	1-story single family residence		
SIZE:	3,000 Sq. Ft.		
TOTAL ROOM COUNT:	10 Bedrooms: 3	Bathrooms:	2
APPROXIMATE AGE:	20 years		

EXT. CONSTRUCTION:	1-st. brick	INT. CONSTRUCTION:	
FOUNDATION:	Pier	HEATING:	Central
ROOF:		INSULATION:	Yes
GARAGE:	2-Car	PLUMBING FIX:	Standard
OTHER:	Spa	WALLS:	
SIDING	Brick	FLOORS:	Carpet/vinyl
PORCHES		COOLING	Central
LANDSCAPING:	Standard	TRIM:	Standard
CONDITION:	Good	ELEC. FIX:	Standard
		CEILING:	
		CONDITION:	Good

Attach Photo Here

JOB:	010179
COUNTY:	Washington
SALE:	YY

vv 010179 Sale YY

COMPARABLE SALES

GRANTOR:	Bobby Gene Teague and Chloe Ella, H/W		
GRANTEE:	William C. Kendrick and Carol Kendrick, H/W		
DATE:	3-22-93	SIZE:	22.56±Ac
CONSIDERATION:	$165,000	PER UNIT:	$7,314/Ac Improved
RECORDED	93-14575	REV. STAMPS:	$330.00
VERIFICATION:	With Dr. Kendrick 10-30-97 by DFT	FINANCING:	Cash to Seller
MOTIVATION:	Investment	ZONING:	R-1
USE (DATE OF SALE):	Agricultural-Residential	H & B USE:	Residential
USE NOW:	Agricultural-Residential	DEPTH:	1019±' max
FRONTAGE:	186±' on Cardwell	DRAINAGE:	Good
SHAPE:	Irregular	UTILITIES:	Electricity, water, phone
SOIL TYPE:	Rocky clay loam		
ACCESS:	Developed from the west side of Cardwell by a gravel drive.		

LEGAL DESC: PT NE 1/4 NW1/4 Sec. 22, T17N, R30W

SALE LOCATION: On the north side of Cardwell, 100 yards north of Main.

TOPOGRAPHY: High and rolling hills

REMARKS: This is a beautiful old residential home-place and small farm. However, it has been zoned R-1 and can be developed and subdivided. The house needed some minor repairs which were completed after the sales.

value of dwelling = $20,000
value of open sheds & O.B'S. = $ 1,000

IMPROVEMENT DATA

BUILDING TYPE:	1 story frame dwelling		
SIZE:	978± Sq. Ft.		
TOTAL ROOM COUNT:	Bedrooms:	Bathrooms:	
APPROXIMATE AGE:	75		
EXT. CONSTRUCTION:		INT. CONSTRUCTION:	
FOUNDATION:	Concrete	HEATING:	Central
ROOF:	Gable - asphalt shingles	INSULATION:	
GARAGE:		PLUMBING FIX:	
OTHER:		WALLS:	
SIDING	Vinyl or alum. over wood	FLOORS:	
PORCHES	Open front - 126 Sq. Ft.	COOLING	Central
LANDSCAPING:	Minimal	TRIM:	
CONDITION:	Very good	ELEC. FIX:	
		CEILING:	
		CONDITION:	

Attach Photo Here

JOB: 040179
COUNTY: Washington
SALE: X

vs:040179 Sale -X

ARKANSAS STATE HIGHWAY COMMISSION
LITTLE ROCK, ARKANSAS

JOB NO. 3179 - FAP BRN 9142(7)
JOB NAME MUD CREEK STR./APPRS.
(FAYETTEVILLE (S)

WE HAVE ON THIS DATE EXAMINED THE RECORDS OF WASHINGTON COUNTY, ARKANSAS, AND FIND THAT THE LAST APPARENT OWNER OF RECORD AND SUBSEQUENT CHAIN OF TITLE TO THE FOLLOWING DESCRIBED LAND, TO WIT:
(See Attached)

PART OF THE SW1/4 SE1/4 AND PART OF THE SE1/4 SE1/4
SECTION 22, TOWNSHIP 17 NORTH, RANGE 30 WEST, JOHNSON

IS: WALTER S. ROBINSON III AND CAROL E. VAN SCYOC, AS TIC
TYPE OF INSTRUMENT WARRANTY DEED
DATE OF INSTRUMENT 11-26-90 DATE FILED 11-28-90
BOOK 1296 PAGE 549 CONSIDERATION $1.OVC REVENUE STAMPS $83.60
GRANTOR(S) SAM MATHIAS AND VIRGINIA HOWARD (BOH UNMARRIED PERSONS)

GRANTEE
BOOK PAGE TYPE OF INSTRUMENT
DATE OF INSTRUMENT DATE FILED
GRANTOR(S)

GRANTEE
BOOK PAGE TYPE OF INSTRUMENT
DATE OF INSTRUMENT DATE FILED
GRANTOR(S)

GRANTEE
BOOK PAGE TYPE OF INSTRUMENT
DATE OF INSTRUMENT DATE FILED
GRANTOR(S)

GRANTEE
BOOK PAGE TYPE OF INSTRUMENT
DATE OF INSTRUMENT DATE FILED
GRANTOR(S)

MORTGAGES, JUDGMENTS AND ALL OTHER LIENS AFFECTING SAID LAND NOT RELEASED:
BOOK PAGE DATE FILED NATURE
HOLDER **** NO SEARCH MADE THIS DATE ****
BOOK PAGE DATE FILED NATURE
HOLDER
BOOK PAGE DATE FILED NATURE
HOLDER
BOOK PAGE DATE FILED NATURE

TAXES AND ASSESSMENTS FOR THE YEAR 1995 ARE ASSESSED IN THE NAME OF:
WALTER ROBINSON III ETUX TAXES FOR 1994 PAID/UNPAID.
PARCEL NO. 705-18133-0 LAND VALUE $ IMPROVEMENTS $
TOTAL VALUATION $ TOTAL ACREAGE OF TRACT
CERTIFIED TO BE CORRECT (AS SHOWN OF RECORD) AS OF THIS 26 DAY OF JUNE, 19 94.

RECEIVED
OCT 1 ...
APPRAISAL SECTION
RIGHT OF WAY DIVISION

KATHRINE LYONS, ABSTRACTER

TRACT NO. 5 CERTIFICATE NO. 12 PAGE NO. 1

WARRANTY DEED
UNMARRIED PERSON

FILED FOR RECORD
'90 NOV 28 PM 3 2
WASHINGTON CO AR
A. ROLLMEYER

KNOW ALL MEN BY THESE PRESENTS:

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

Part of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 22 and part of the Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northeast Quarter of Section 27 all in Township 17 North of Range 30 West, being more particularly described as follows, to-wit: Beginning at a point which is 1295.8 feet North and 1540.04 feet West of the Southeast corner of said Section 22 and running thence S 09 degrees 05'40" W 1019.79 feet to the East right of way of Frisco Railroad; thence along said railroad right of way the following bearings and distances: S 32 degrees 17'20" E 547.10 feet, S 32 degrees 10'57" E 806.62 feet, S 28 degrees 03'30" E 205.12 feet, S 21 degrees 53'29" E 220.09 feet, S 21 degrees 53'29" E 272.81 feet; thence N 70 degrees 06'31" E 42.58 feet; thence N 21 degrees 53'29" W 173.50 feet; thence S 75 degrees 10'55" E 463.16 feet, to the centerline of Johnson Road; thence with said centerline of Johnson Road, thence following bearings and distances: N 04 degrees 47'51" W 435.35 feet, N 05 degrees 25'46" W 330.39 feet, N 16 degrees

Continued

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

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

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

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

Sam Mathias (SEAL)
Sam Mathias
Virginia Howard (SEAL)
Virginia Howard

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF Washington ss:

$82.50
01/08816
$1.00
07/11/91

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

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

My Commission Expires:

Notary Public Carol M. Barker

APPRAISAL SECTION

RECEIVED
OCT 1991

FILED FOR RECORD
'90 DEC 26 PM 4 19
WASHINGTON CO AR
A. ROLLMEYER

Sue Dustin Flow
Designated by 79701

LIBER 1396 PAGE 549

LIBER 1394 PAGE 332

Continuation of Legal Description

28'59" W 101.49 feet, N 30 degrees 18'19" W 66.79 feet, N 34 degrees 30'19" W 149.22 feet, N 26 degrees 30'19" W 123.35 feet, N 22 degrees 04'19" W 92.25 feet, N 18 degrees 48'19" W 283.13 feet, N 07 degrees 03'19" W 122.45 feet, N 01 degrees 30'41" E 123.06 feet to the point of beginning. LESS AND EXCEPT part of the Southwest Quarter of the Southeast Quarter of Section 22, Township 17 North, Range 30 West, more particularly described as follows, to-wit: Beginning at a point North 1160.31 feet and West 1563.23 feet from the Southeast corner of said Section Twenty-two (22), said point in the center of Johnson Road 15.92 feet South of a one lane brige, thence S 07 degrees 03'19" E 106.53 feet along the centerline of said Johnson Road, thence S 18 degrees 48'19" E 36.75 feet to the North boundary line of telephone property, thence leaving the centerline of Johnson Road S 68 degrees 23' W along North telephone property line 59.00 feet, thence S 88 degrees W 132.50 feet, thence N 11 degrees 09'15" W 163.09 feet, thence N 88 degrees E 194.00 feet (on a line 5.0 feet North of an existing concrete water tank wall) to the point of beginning, said exception containing 0.69 acres, more or less. ALSO, LESS AND EXCEPT part of the Southeast Quarter of Section 22, Township 17 North, Range 30 West, being more particularly described as follows, to-wit: Commencing at the Southeast corner of said Section 22, thence North 306.00 feet, thence West 1223.59 feet to the point of beginning; thence S 16 degrees 28'59" E 79.55 feet; thence S 05 degrees 25'46" E 88.01 feet; thence S 80 degrees 20'57" W 229.57 feet, thence N 09 degrees 30'47" W 160.40 feet; thence N 79 degrees 48' E 225.90 feet to the point of beginning, said exception containing 0.86 acres, more or less.

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

INGRESS AND EGRESS OVER AND ACROSS part of the North Half of the Northeast Quarter of Section 27, Township 17 North, Range 30 West, described as beginning at a point found by running North 1295.8 feet; thence West 1540.85 feet; thence S 89 degrees 05'40" W 1019.79 feet to the East right of way of Frisco Railroad, thence along said railroad right of way the follows bearings and distances: S 32 degrees 17'28" E 547.10 feet, S 32 degrees 10'57" E 806.62 feet, S 28 degrees 03'30" E 205.12 feet, S 21 degrees 53'29" E 220.09 feet, S 21 degrees 53'29" E 272.81 feet; thence N 78 degrees 06'31" E 42.58 feet; thence N 21 degrees 53'29" W 173.50 feet from the Northeast corner of said Section 27, TO THE POINT OF BEGINNING, thence S 42 degrees 18'29" E 431.69 feet, to the centerline of Johnson Road; thence along Johnson Road the following bearings and distances: N 52 degrees 49'31" E 127.32 feet, N 34 degrees 30'31" E 70.01 feet, N 13 degrees 24'31" E 67.35 feet; thence N 75 degrees 10'55" W 463.16 feet to the point of beginning.

RECEIVED
OCT
APPRAISAL SECTION

JOB NAME: Mud Creek Structures and Approaches (Fayetteville)

JOB: 040179
TRACT: 5

CONTRACT TO SELL
REAL ESTATE FOR HIGHWAY PURPOSES

Grantor: Walter S. Robinson III and Carol E. Van Scyoc, as tenants in common, with no right of survivorship.

Address:

Grantee: THE CITY OF FAYETTEVILLE

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

LEGAL DESCRIPTION

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

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

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

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

lgd
9/30/97

PREAUDITED AND ACCEPTED:

Property Manager to Negotiator

STAFF REVIEW FORM

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of February 16, 1999

FROM:

Ed Connell — Name
Engineering — Division
Public Works — Department

ACTION REQUIRED: Approval of Resolution authorizing Mayor and City Clerk to execute Warranty Deeds conveying City owned property, part of Fire Station No. 5 (0.146 acre) and part of the former Caudle property (0.67 acre), both on Crossover Road, to the Arkansas State Highway Commission, as right of way on the expansion of Arkansas State Highway 265.

COST TO CITY: NONE

$ NONE Cost of this Request	$ 0.00 Category/Project Budget	Hwy 265 Widening ROW Category/Project Name
4470-9470-5810.00 Account Number	$ 0.00 Funds Used To Date	Program Name
94083-30 Project Number	$ 0.00 Remaining Balance	Sales Tax CIP Fund

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn J. Crumer — Accounting Manager — Date 2-4-99
City Attorney — Date
P V Lee — Purchasing Officer — Date 2-5-99

GRANTING AGENCY: ____

Yolanda Fields — Internal Auditor — Date 2-4-99
ADA Coordinator — Date

STAFF RECOMMENDATION: Approval of resolution authorizing conveyance of city property to Arkansas State Highway Commission for right of way associated with the expansion of Highway 265, AHTD Job No. 04999, AHTD Tract Nos. 27 and 44.

Jim Beavers — Division Head — Date 4 Feb 99
Department Director — Date 2-8-99
Administrative Services Director — Date 8 FEB 99
Mayor — Date 2/8/99

Cross Reference

New Item: Yes ____ **No** ____

Prev Ord/Res #: ____

Orig Contract Date: ____

STAFF REVIEW FORM

Description Hwy 265 right of way to Arkansas State Highway Commission from City property. Meeting Date 2-16-99

Comments: **Reference Comments:**

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: January 29, 1999

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor
Charles Venable, Public Woks Director
Jim Beavers, City Engineer

FROM: Ed Connell, City Land Agent

RE: Highway 265 Widening
AHTD Job No. 04999
Right of Way from City Properties

As part of the widening of Hwy 265 (Crossover Road), between Hwy 16 East and Hwy 45 (Mission), the Arkansas State Highway and Transportation Department (AHTD) is requesting additional right of way from two properties owned by the city. These properties are listed by the AHTD as Tract No. 27, otherwise formally known as the "Caudle Property" located at 295 S. Crossover Rd.; and Tract No. 44, otherwise known as "Fire Station #5 Property" located at 833 N. Crossover Rd. Although the AHTD is acquiring all of the required ROW for this road expansion, the City of Fayetteville will be paying for the entirety.

Tract # 27: Caudle Property

Early in 1998, the city purchased this tract of land knowing that the residential dwelling on this property was going to be demolished in order for the highway expansion to occur. The city had a chance to buy the land (1.87 acres) and dwelling for $50,000, a cost that could have doubled if we had allowed the property to be sold to a third party. The expanded highway requires about 0.67 acre from the east side of this property, which includes the house, leaving a residual of about 1.20 acres (295'± frontage x 175'± depth). Once the new roadway is complete, this remainder will probably be sold. Please find attached a AHDT diagram of Tract # 27 and the required ROW. Staff concurs with the amount of taking.

Tract # 44: Fire Station #5

Fire Station #5, located on the west side of Hwy 265, across from Highland Park Drive, is located on the west end of Lot 11, Block 3, Eastwood Subdivision. This lot is about 150 ft. wide, averages about 265 ft. deep and is 0.93 acre. The highway ROW taking ranges from 34 to about 52 feet west of the existing right of way as shown on the attached diagrams. This taking should not hinder the functions of the fire equipment. In total, 0.146 acre is to be acquired by the Arkansas State Highway Commission. Staff concurs with the amount of taking for right of way purposes. There is also a small Temporary Construction Easement (415 ft^2) required on this property for the purposes of making the driveway connection.

STATE HIGHWAY COMMISSION

RIGHT OF WAY

HWY 16 - HWY 45

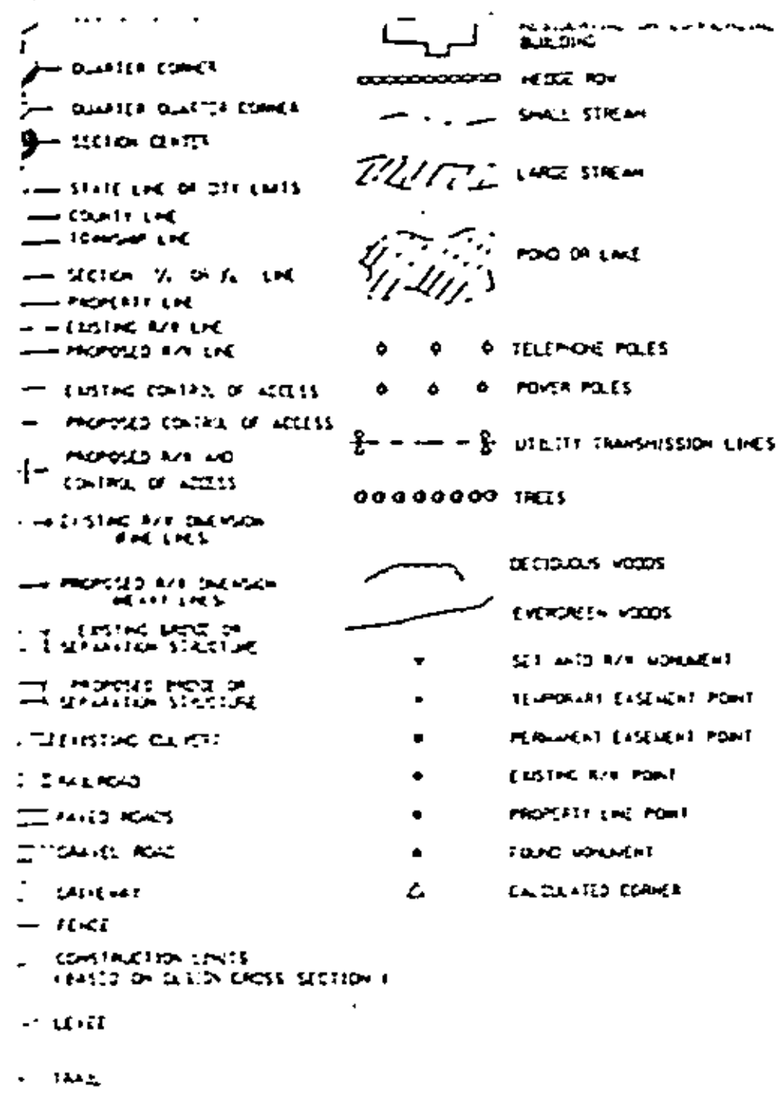
WASHINGTON COUNTY

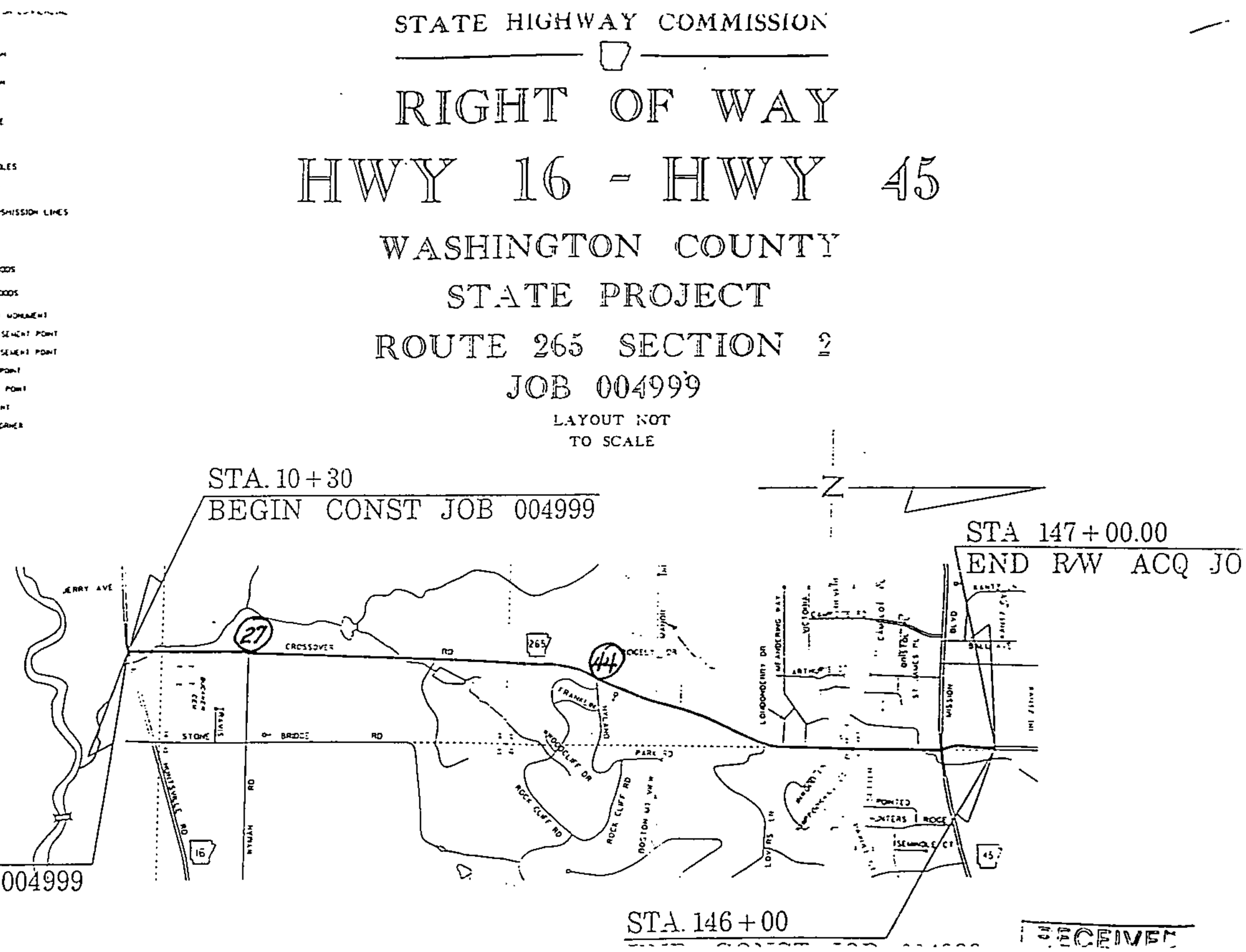
STATE PROJECT

ROUTE 265 SECTION 2

JOB 004999

LAYOUT NOT
TO SCALE





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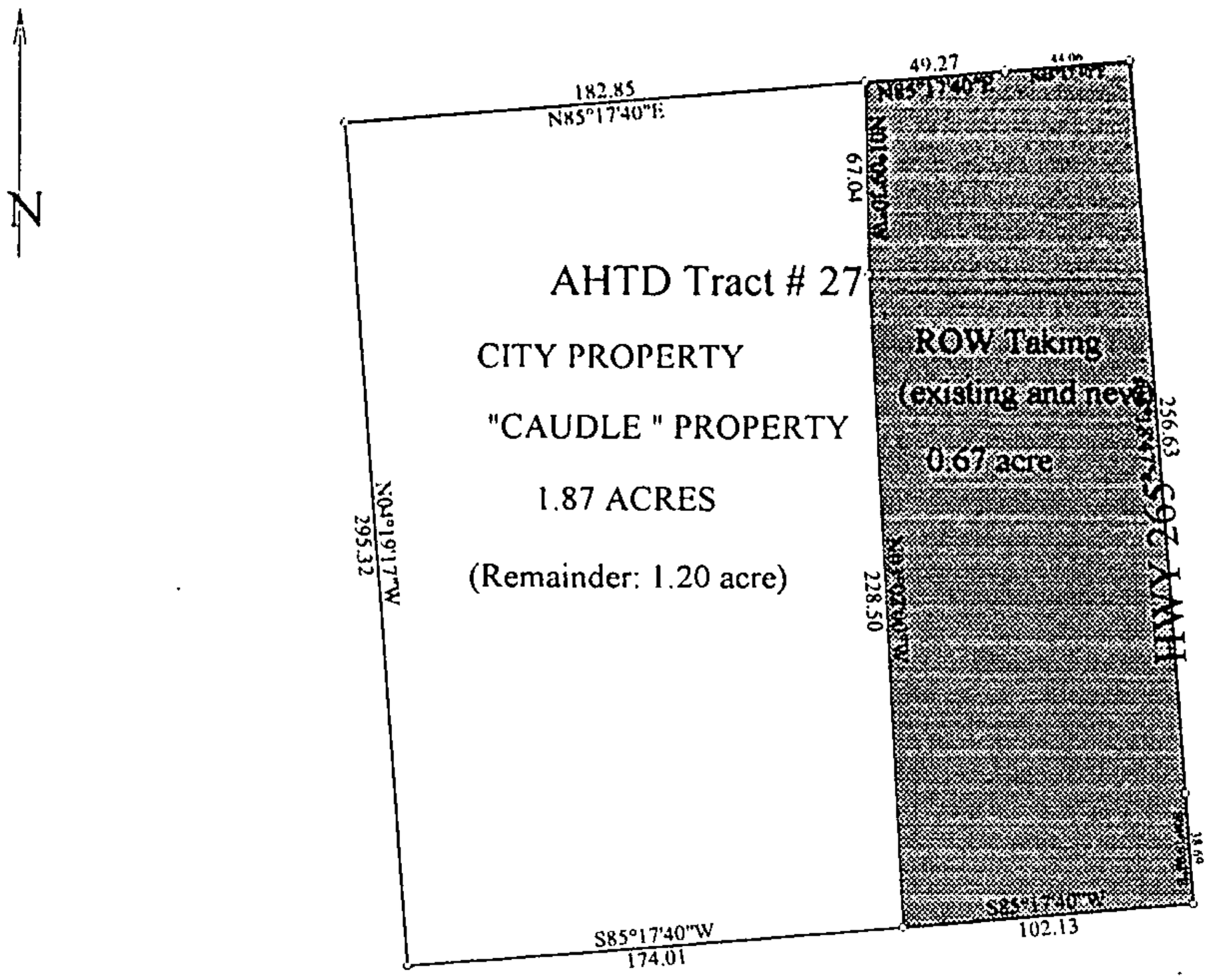
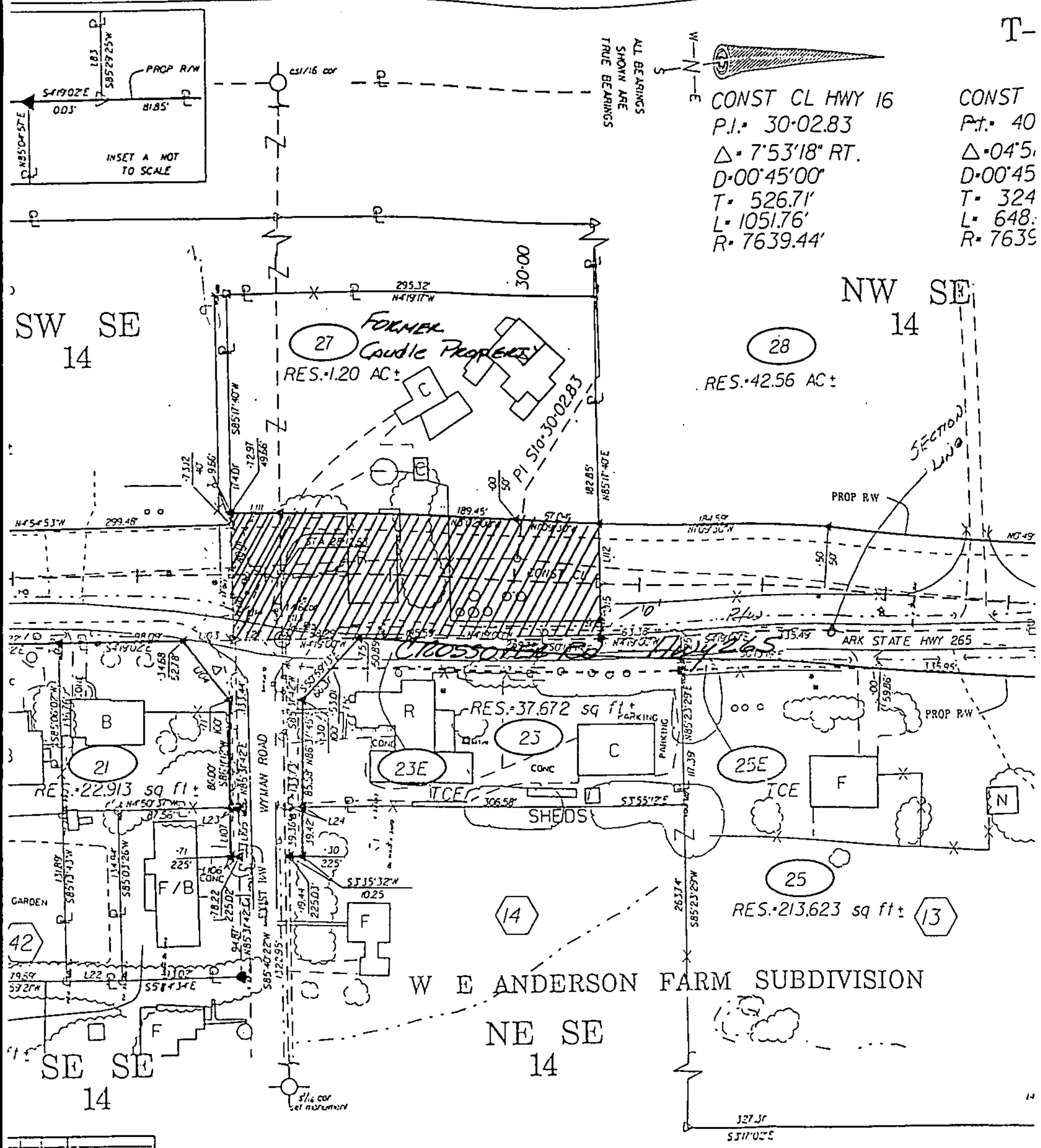
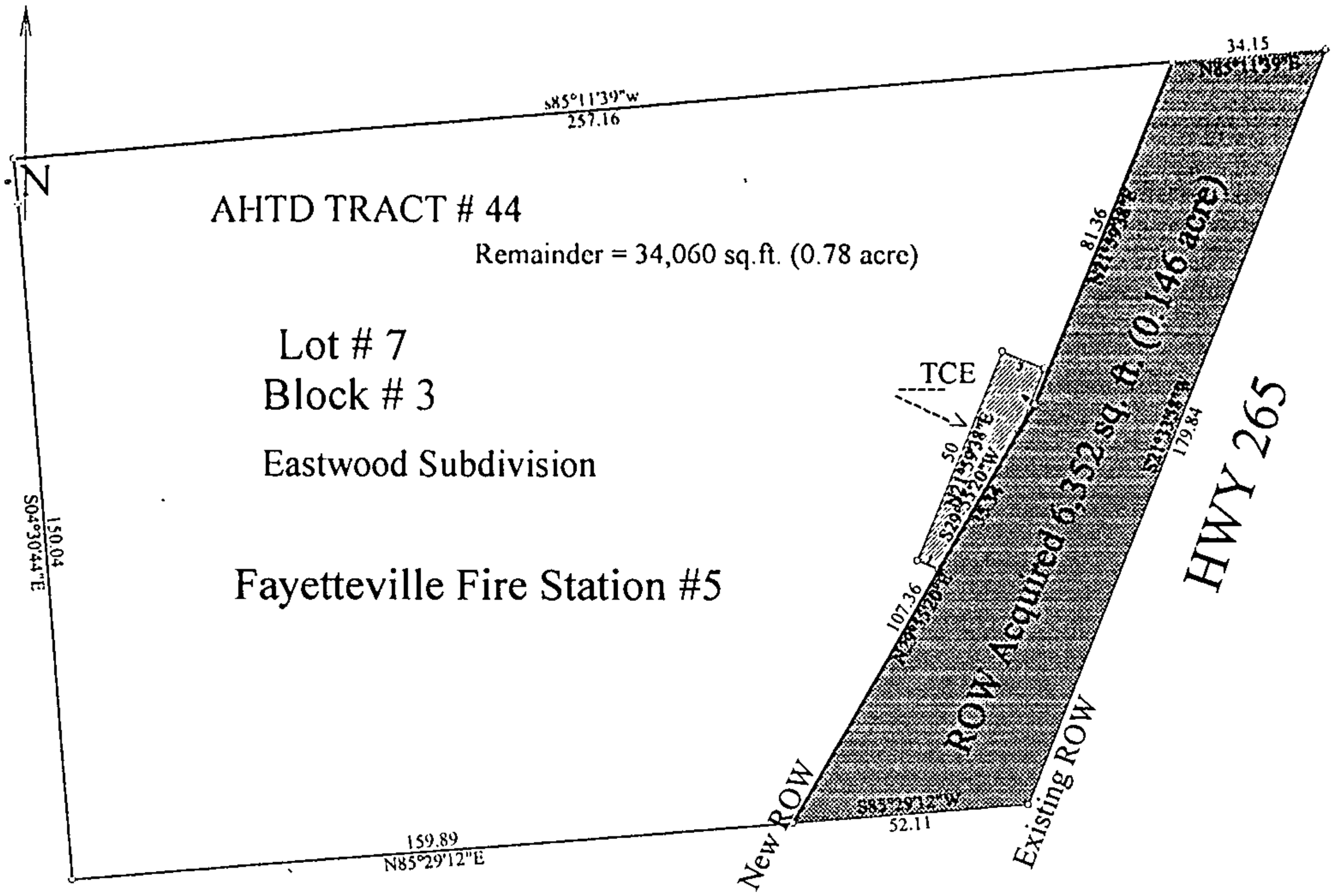


Title: "Caudle Property" : New Hwy 265 ROW	Date: 02-01-1999
Scale: 1 inch = 70 feet	File: 265-TR27.DES

Tract 1: 1.872 Acres: 81553 Sq Feet: 7576.5 Sq Meters: No significant closure error. : Perimeter = 1143 feet
Tract 2: 0.668 Acres: 29111 Sq Feet: 2704.5 Sq Meters: No significant closure error. : Perimeter = 786 feet

001=/S85.4022W 1322.95	007=N85.1740E 49.27	013=N03.0200W 228.50
002=S04.1902E 38.69	008=N85.1740E 44.06	014=N01.0930W 67.04
003=S85.1740W 102.13	009=s04.1847e 256.63	015=**N85.1740E 93.33
004=S85.1740W 174.01	010=@2	016=**s04.1851e 256.63
005=N04.1917W 295.32	011=S04.1902E 38.69	
006=N85.1740E 182.85	012=S85.1740W 102.13	


T-
ALL BEARINGS SHOWN ARE TRUE BEARINGS
CONST CL HWY 16
P.I.= 30+02.83
Δ= 7°53'18" RT.
D=00°45'00"
T= 526.71'
L= 1051.76'
R= 7639.44'
CONST
P.I.= 40
Δ=04°5
D=00°45
T= 324
L= 648
R= 7639
SW SE
14
NW SE
14
27
FORMER Gaudle PROPERTY
RES.=1.20 AC±
28
RES.=42.56 AC±
SECTION LINE
PROP R/W
INSET A NOT TO SCALE
CROSSOVER
ARK STATE HWY 265
RES.=37,672 sq ft±
PARKING
23
23E
25E
25
RES.=213,623 sq ft±
21
RES.=22,913 sq ft±
WYMAN ROAD
SHEDS
GARDEN
42
14
13
W E ANDERSON FARM SUBDIVISION
NE SE
14
SE SE
14
MICROFILM REVISIONS



Title: FFD Sta. #5; New Hwy 265 ROW		Date: 01-29-1999
Scale: 1 inch = 38 feet	File: TR44-ROW.DES	

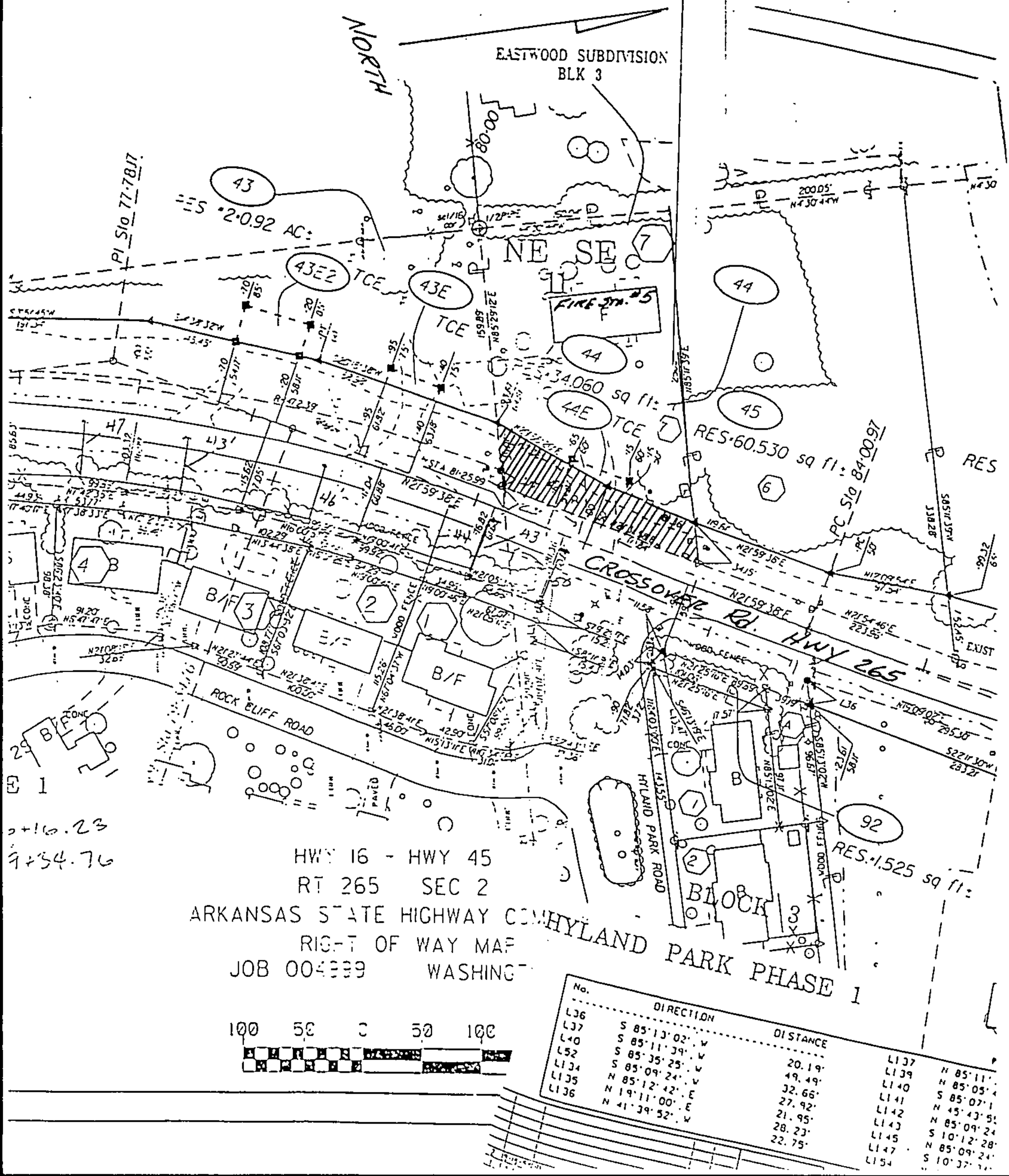
Tract 1: 0.146 Acres: 6353 Sq Feet: 590.2 Sq Meters: No significant closure error. : Perimeter = 455 feet
Tract 2: 0.000 Acres: 0 Sq Feet: 0.0 Sq Meters: Closure = s04.3044e 150.04 feet: Precision =1/ 1: Perimeter = 150 feet
Tract 3: 0.782 Acres: 34061 Sq Feet: 3164.3 Sq Meters: No significant closure error. : Perimeter = 766 feet
Tract 4: 0.010 Acres: 415 Sq Feet: 38.5 Sq Meters: No significant closure error. : Perimeter = 115 feet

001=/N85.2912E 159.89 POB
002=N29.5520E 107.36
003=N21.5938E 81.36
004=N85.1139E 34.15
005=S21.3358W 179.84
006=S85.2912W 52.11
007=@1
008=N04.3044W 150.04
009=@1
010=/N04.3044W 150.04
011=S04.3044E 150.04
012=N85.2912E 159.89
013=N29.5520E 107.36
014=N21.5938E 81.36
015=s85.1139w 257.16
016=s05.5600e 10.00
017=@2
018=/N29.5520E 65
019=N68.0022W 5.13
020=N21.5938E 50
021=S68.0022E 10
022=s21.5938w 15.00
023=S29.5520W 35.34

-N;R-30-W

See recorded in official book for the file location of acquired property as recorded in the Office of the County Circuit Clerk

RIGHT OF WAY			
004999	STATE PROJECT	12	19
CONSTRUCTION			



No.	DIRECTION	DISTANCE
L36	S 85°13'02" W	20.19'
L37	S 85°11'39" W	49.49'
L40	S 85°35'25" W	32.66'
L52	S 85°09'24" W	27.92'
L134	N 85°12'42" E	21.95'
L135	N 19°11'00" E	28.23'
L136	N 41°39'52" W	22.75'

Ed Connell
has ORIGINAL OK

JOB NO. 04999
TRACT NO. 27,44

WARRANTY DEED
MUNICIPAL

KNOW ALL MEN BY THESE PRESENTS:

THAT, the City of Fayetteville, Arkansas, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration, cash in hand paid by the Arkansas State Highway Commission, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the Arkansas State Highway Commission and unto its successors and assigns forever the following lands, save and except such minerals therein and thereunder, as oil, gas, distillate, condensate, salt water and its component parts, and all other hydrocarbons which do not interfere with the surface use for highway purposes, lying and being situated in the County of Washington, State of Arkansas, to-wit:

TRACT 27:

Part of the West Half of the Southeast Quarter of Section 14, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follows:

Starting at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 14; thence South 85° 40' 22" West along the North line thereof a distance of 1322.95 feet to the Northeast Corner of the Southwest Quarter of the Southeast Quarter of Section 14 for the point of beginning; thence South 04° 19' 02" East along the East line of the Southwest Quarter of the Southeast Quarter of Section 14 a distance of 38.69 feet to a point; thence South 85° 17' 40" West a distance of 102.13 feet to a point on the Westerly proposed right of way line of Arkansas State Highway 265; thence North 03° 02' 00" West along said proposed right of way line a distance of 228.50 feet to a point; thence North 01° 09' 30" West along said proposed right of way line a distance of 67.04 feet to a point; thence North 85° 17' 40" East a distance of 93.33 feet to a point on the East line of the Northwest Quarter of the Southeast Quarter of Section 14; thence South 04° 19' 00" East along said East line a distance of 256.64 feet to the point of beginning and containing 0.67 acre more or less.

Land description continued on Page 2

Instrument prepared under the
direction of the Legal Division
Arkansas State Highway & Transportation Dept.
Post Office Box 2261
Little Rock, Arkansas 72203
BY: Shirley J. Holmes

TRACT 44:

Part of Lot 7, Block 3 of Eastwood Subdivision to the City of Fayetteville, also being part of the Northeast Quarter of the Southeast Quarter of Section 11, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follows:

Starting at the Southwest Corner of Lot 7, Block 3 of Eastwood Subdivision also being the Southwest Corner of the Northeast Quarter of the Southeast Quarter of Section 11; thence North 85° 29' 12" East along the South line thereof a distance of 159.89 feet to a point on the Northerly proposed right of way line of Arkansas State Highway 265 for the point of beginning; thence North 29° 55' 20" East along the Northerly proposed right of way line of Arkansas State Highway 265 a distance of 107.36 feet to a point; thence North 21° 59' 38" East along said proposed right of way line a distance of 81.36 feet to a point on the North line of Lot 7, Block 3 of Eastwood Subdivision; thence North 85° 11' 39" East along said North line a distance of 34.15 feet to a point on the Westerly existing right of way line of Arkansas State Highway 265; thence South 21° 33' 58" West along said existing right of way line a distance of 179.84 feet to a point on the South line of Lot 7, Block 3 of Eastwood Subdivision also being the South line of the Northeast Quarter of the Southeast Quarter of Section 11; thence South 85° 29' 12" West along said South line a distance of 52.11 feet to the point of beginning and containing 6,352 square feet more or less.

TO HAVE AND TO HOLD the same unto the said Arkansas State Highway Commission and unto its successors and assigns forever.

And the City of Fayetteville, Arkansas, hereby covenants with the said Arkansas State Highway Commission that the City will forever warrant and defend the title to said lands and property against the lawful claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the City of Fayetteville, Arkansas, as authorized by Resolution dated _____, 1999, has caused these presents to be signed by its Mayor, attested by its City Clerk and its corporate seal affixed, on this _____ day of _____, 1999.

BY: _____
Fred Hanna, Mayor

ATTEST:

_____
Heather Woodruff, City Clerk

ACKNOWLEDGMENT

STATE OF)
) ss
COUNTY OF)

On this _____ day of _____, 1999, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared the within named Fred Hanna and Heather Woodruff, and being the Mayor and City Clerk, respectively, of the City of Fayetteville, Arkansas, a Municipal Corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as such Notary Public on this _____ day of_____, 1999.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____.

VA 98-11
II.A.1

STAFF REVIEW FORM

_X_ Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of February 16, 1999.

FROM:

Alett Little	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve VA98-11 vacation submitted by Dave Jorgensen of Jorgensen and Associates on behalf of J.B. Hayes for property located at the north end of Emerald Avenue. The property is zoned R-O, Residential Office. The request is to vacate a 100 square feet right of way at the north end of the property.

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	1-29-99 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval subject to the applicant's getting documentation from Southwestern Bell and Fayetteville Water and Sewer which was received on January 25, 1999 and the Planning Commission approved the vacation on November 9, 1998 with a unanimous vote of 9-0-0.

Alett Little	1.29.99	**Cross Reference**
Division Head	Date	
Charles Vanderver	1-29-99	
Department Director	Date	New Item: **Yes** **No**
Administrative Services Director	29 JAN 99 Date	Prev Ord/Res#: _____
Fred Shamm	1/31/99	
Mayor	Date	Orig Contract Date: _____

VAC98-11: VACATION
EMERALD SUBDIVISION, PH II

This vacation request was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of J.B. Hays for property located at the north end of Emerald Ave. The property is zoned R-O, Residential Office. The request is to vacate a 100 square foot right of way.

Staff recommended approval of the vacation.

Dave Jorgensen was present to appear before the Commission on behalf of this project.

Discussion

Conklin: There are no conditions of approval.

Jorgensen: We are trying to vacate a 100 square foot easement because it was originally dedicated in the project to the south which was phase one and now we have phase two completed. So that is the reason for this.

Public Discussion

No one was present to address the Commission regarding the vacation request.

Further Discussion

Hoffman: Have we heard from Southwestern Bell and the Water Department? They are listed as pending.

Jorgensen: We haven't yet. I tried calling them Friday and they were out and I haven't had a chance to call today. I tried to call Dave Jurgens and haven't been able to make contact with him but I'm sure there's no problem.

MOTION

Ms. Hoffman made a motion to approve the easement vacation subject to receipt of all utility approvals.

Mr. Odom seconded the motion.

Further Discussion

Forney: We don't have an easement all the way through this property but only for the making of this cul de sac. Is that correct? We aren't giving up a potential connection beyond this property.

Conklin: There was a preliminary plat that was approved by the Planning Commission that did create the cul de sac. There will not be a connection in the future. The cul de sac has been constructed.

Forney: We don't need the easement?

Conklin: No.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 9-0-0.

PC Meeting of 9 Nov 98

FAYETTEVILLE

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

Access Easement vacation
(Replaced with ROW)

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Jim Beavers, P.E.
DATE: 5 Nov 98

Project: **VAC 98.00-11.00**: Access easement vacation as requested by J.B. Hays for property within Emerald Subdivision Phase II. Prior to the final plat of Emerald Phase II, the developer had dedicated a square 100' x 100' access easement into the proposed Emerald phase II. Emerald Phase II has been completed and right-of-way dedicated for a cul de sac which replaces the previous access easement. Please refer to the attached map and legal description..

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

SWEPCO Electric - no objections.
Arkansas Western Gas - no objections.
SW Bell - pending.
TCA Cable - no objections.

City of Fayetteville:
Water/Sewer - pending.
Street Department - no objections.
Solid Waste - no objections

Recommendation: Approval of easement vacation.

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

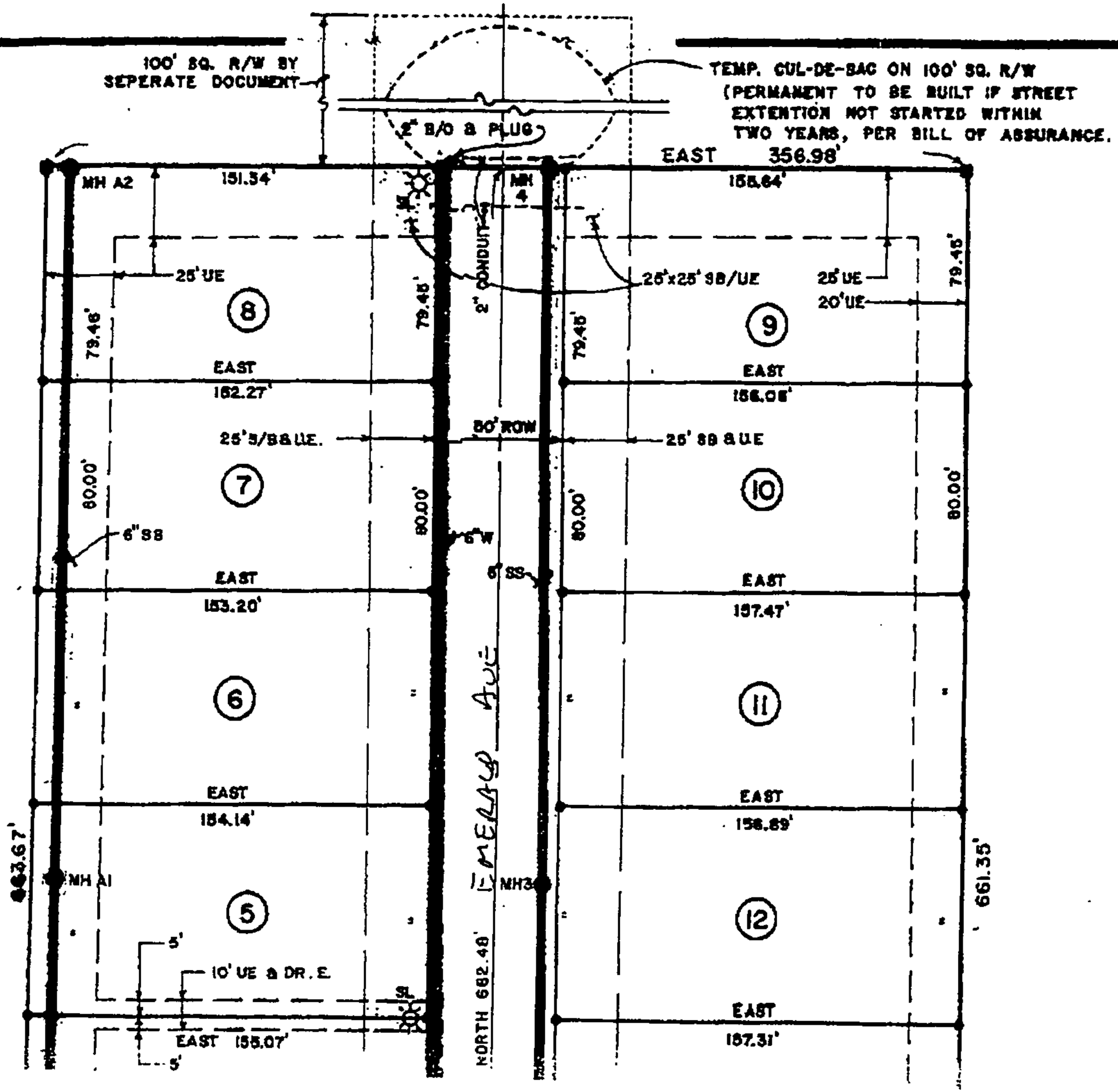
Date: ___/___/___

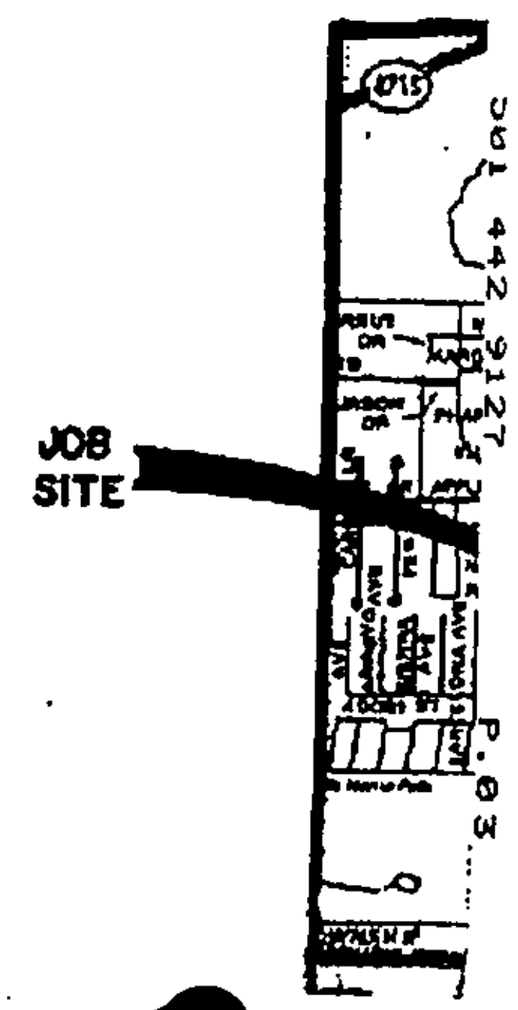
Comments:

CITY COUNCIL ACTION: __yes__ **Required**
_____ **Approved** _____ **Denied**

Date: ___/___/___

II.A.5


100' SQ. R/W BY SEPERATE DOCUMENT
TEMP. CUL-DE-SAC ON 100' SQ. R/W (PERMANENT TO BE BUILT IF STREET EXTENTION NOT STARTED WITHIN TWO YEARS, PER BILL OF ASSURANCE.
2" B/O & PLUG
EAST 356.98'
MH A2
151.34'
MH 4
155.64'
25' UE
25'x25' SB/UE
25' UE
20' UE
2" CONDUIT
79.45'
8
9
EAST 162.27'
EAST 156.05'
25' S/SB & UE.
50' ROW
25' SB & UE
7
10
80.00'
6" SS
6" W
6" SS
EAST 153.20'
EAST 157.47'
6
11
EAST 154.14'
EAST 158.89'
MH A1
MH3
5
12
661.35'
5'
10' UE & DR. E.
SL
EAST 155.07'
EAST 157.31'
EMERALD AVE
NORTH 682.48'


JOB SITE

VA 98-11
II.A.6

PETITION TO VACATE A 100' SQUARE RIGHT OF WAY EASEMENT LOCATED IN EMERALD SUBDIVISION PHASE II, CITY OF FAYETTEVILLE, ARKANSAS

To: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being the owners of the real estate which is presently a square parcel of property being used as an access easement and hereinafter sought to be abandoned and vacated and located in Emerald Subdivision Phase II in the City of Fayetteville, Arkansas, petition to vacate said easement which is described as follows:

Part of the NWI/4, SeI/4 of Section 35, TI7N, R30W in Washington County, Arkansas and being more particularly described as follows: Commencing at the NE Corner of said NWI/4, SeI/4 thence S 89°50'W 336.86 Feet, thence S 00°36'E 656.21 Feet, thence WEST 185.33 Feet to the P.O.B.; thence WEST 100.00 Feet, thence NORTH 100.00 Feet, thence EAST 100.00 Feet, thence SOUTH 100.00 Feet, to the P.O.B.; Containing 0.23 Acres more or less.

That the abutting real estate affected by said abandonment of this easement are Lots 8 & 9 of Emerald Subdivision Phase I to the City of Fayetteville, Arkansas, a certified copy of the original plat located in the Circuit Clerk's Office for the County of Washington, State of Arkansas, is attached hereto, marked Exhibit A, and made a part hereof.

Petitioners state that the above described real estate as an access easement and is now occupied by a curb and gutter cul de sac and permanent turn around and will be dedicated as a permanent 100' diameter easement in Emerald Subdivision Phase II.

WHEREFORE, the undersigned petitioners respectfully request that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate.

Dated this 22 day of SEPTEMBER, 1998

J. B. HAYS
Printed name

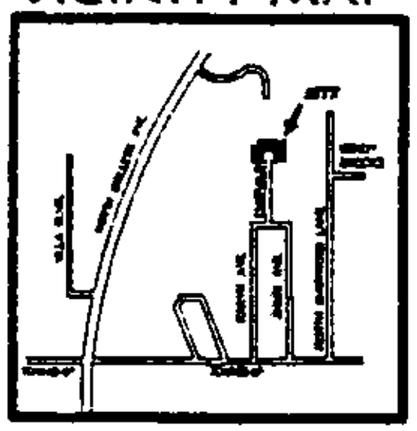
signature

Printed name

signature

VA 98-11
II.A.7

VICINITY MAP



GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

NOTES:

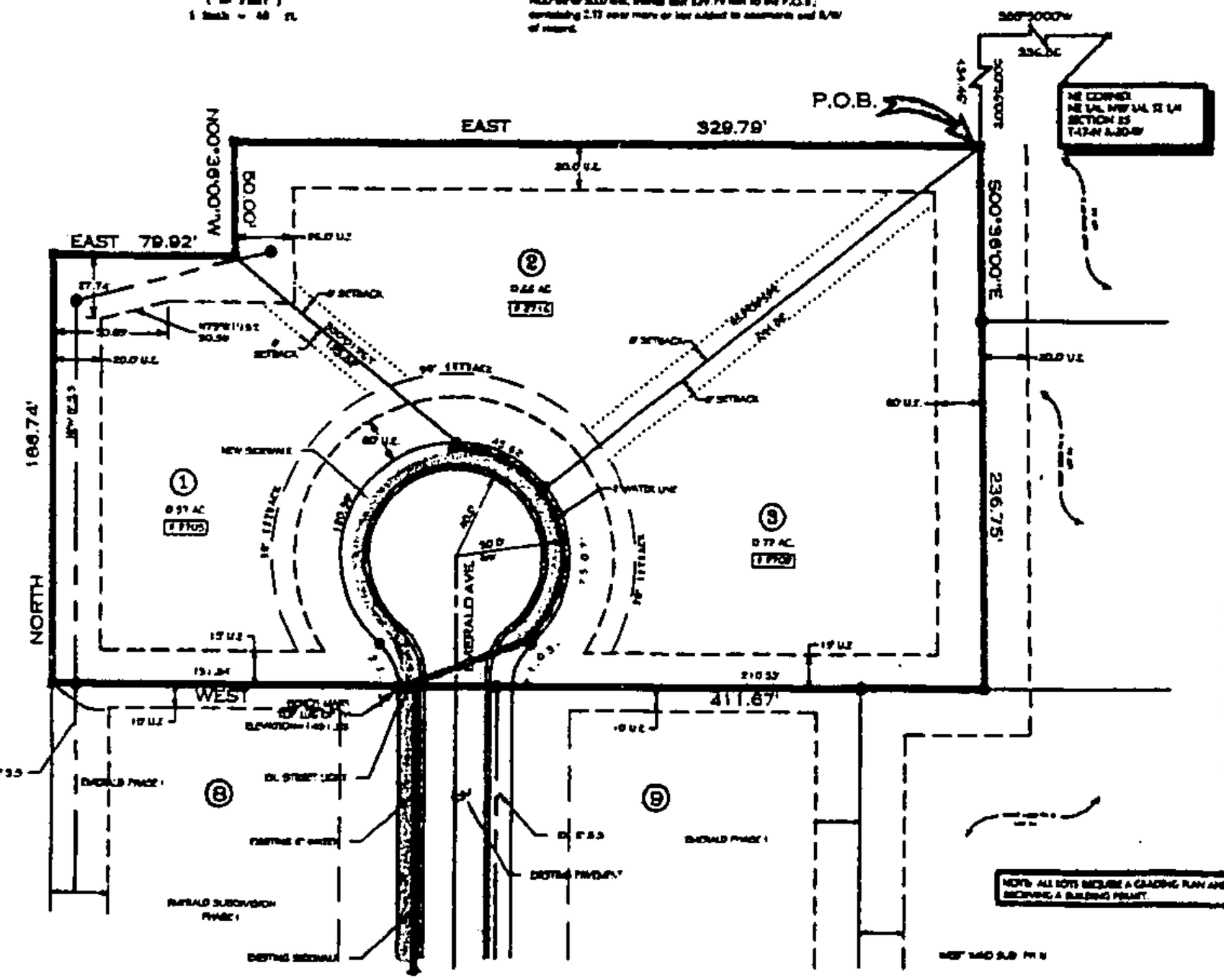
1) THIS PROPERTY IS NOT AFFECTED BY THE 100 YR FLOOD PLAIN AS PER FIRM # [illegible] DATED SEPT 91
2) NUMBER OF LOTS = 1
3) BENCHMARK: TOP LUG OF [illegible]

LEGEND

- SET IRON PIN
- FOUND IRON PIN
- CONC. MONUMENT
- LIGHT POLE
- FIRE HYDRANT
- MANHOLE
- SANITARY SEWER
- WATER LINE
- SIDEWALK
- STREET CENTERLINE
- SETBACK LINE
- SIDE SETBACK LINE

LEGAL DESCRIPTION:

Part of the NW/4 of the SE 1/4 of Section 33, Township 17 North, Range 30 West of the 5th Principal Meridian in Washington County, Arkansas and being more particularly described as follows: Commencing at the NE Corner of said NW/4, SE 1/4, thence S89°59'00"E 336.36 feet, thence S00°36'00"E 436.46 feet to the POINT OF BEGINNING, thence S00°36'00"E 236.75 feet, thence West 411.67 feet to the NW corner of Emerald Subdivision Phase I, thence North 186.74 feet, thence East 79.92 feet, thence N00°36'00"W 50.0 feet, thence East 329.79 feet to the P.O.B.; containing 2.17 acres more or less subject to easements and R/W of record.



CERTIFICATE OF APPROVAL OF WATER & SEWER SYSTEM
I hereby certify that water supply and sewage disposal utility systems installed or to be installed in the subdivision fully meet the requirements of the Arkansas State Board of Health and the City of Fayetteville.
DATE — CITY ENGINEER

CERTIFICATE OF APPROVAL OF STREET AND DRAINAGE
I hereby certify that the street and drainage systems installed in this subdivision fully meet requirements of the City of Fayetteville, Arkansas.
DATE — CITY ENGINEER

CERTIFICATE OF APPROVAL OF PARK LAND DEDICATION OR MONEY IN LIEU
I hereby certify that this plat has complied with Section [illegible] of the Subdivision Ordinance with the Owner(s) dedicating ____ acre or paying in-lieu $____.
Wherefore stand the said land intended to subject
Acres ____ Payment ____
DATE — PARKS & RECREATION SUPERINTENDENT

CERTIFICATE OF APPROVAL OF BUILDING SETBACK DIMENSIONS
I hereby certify that all building setback dimensions shown on this plat are in accordance with the current setback requirements.
DATE — CITY ENGINEER

CERTIFICATE OF APPROVAL FOR RECORDING
I hereby certify that the Plat was approved by the Fayetteville Planning Commission at a meeting held on _____ 19__.
DATE — PLANNING COMMISSION SECRETARY

CERTIFICATE OF SURVEY ACCURACY
I hereby certify that the plat shown and described herein is a true and correct survey and the monuments have been placed or stated herein as required by the subdivision regulations of the City of Fayetteville.
DATE — REGISTERED LAND SURVEYOR

CERTIFICATE OF OWNERS' TITLE AND DEDICATION
We, the undersigned owners of the real estate shown and described herein, do hereby dedicate to the public all streets, alleys, parks and other public lands shown upon this plat. Said streets shall be for the benefit of the City of Fayetteville or all utility companies, including cable television companies, and said streets shall be for the purpose of construction, maintenance, repairing, placing, and replacing utility lines, cable television lines, and drainage structures. The City of Fayetteville and all utility companies, and all cable television companies shall have the right of ingress and egress to and reasonable ingress and egress shall be provided for the erection of buildings, structures and fences within said easements.
DATE — OWNER
DATE — OWNER

CERTIFICATE OF APPROVAL OF UTILITY EASEMENTS
We hereby certify that all utility easements, including cable television easements, provided or proposed to be included and created in this subdivision large scale development are as requested and approved of the Plat Review committee of the City of Fayetteville, Arkansas.
DATE — ELECTRIC REPRESENTATIVE
DATE — GAS SERVICE REPRESENTATIVE
DATE — TELEPHONE REPRESENTATIVE
DATE — CABLE TELEVISION REP.

CERTIFICATE OF APPROVAL OF SIDEWALKS
Construction of all sidewalks shall be inspected by the City Sidewalk and Trails Coordinator to comply with the City specifications. The Developer shall be responsible for the construction and completion of all sidewalks shown on the final plat.
DATE — SIDEWALK & TRAILS COORDINATOR

CERTIFICATE OF APPROVAL OF TREE PROTECTION AND PRESERVATION
I hereby certify that this plat has complied with the requirements of the Tree Protection and Preservation Ordinance of the City of Fayetteville Code.
DATE — URBAN FORESTER ADMINISTRATOR

ENGINEER
JORGENSEN AND ASSOCIATES
3013 GREEN ACRES RD.
FAYETTEVILLE, AR 72703

OWNER/DEVELOPER
TIE HAVE
3861 N. COLLEGE AVE.
FAYETTEVILLE, AR 72703

INTENDED USAGE
R-1

ZONING
R-O

NOTE: [illegible] UNDERGROUND

PLAT PAGE #291

JORGENSEN & ASSOCIATES
CONSULTING ENGINEERS, INC.
3013 S. GREEN ACRES ROAD
FAYETTEVILLE, ARKANSAS 72703

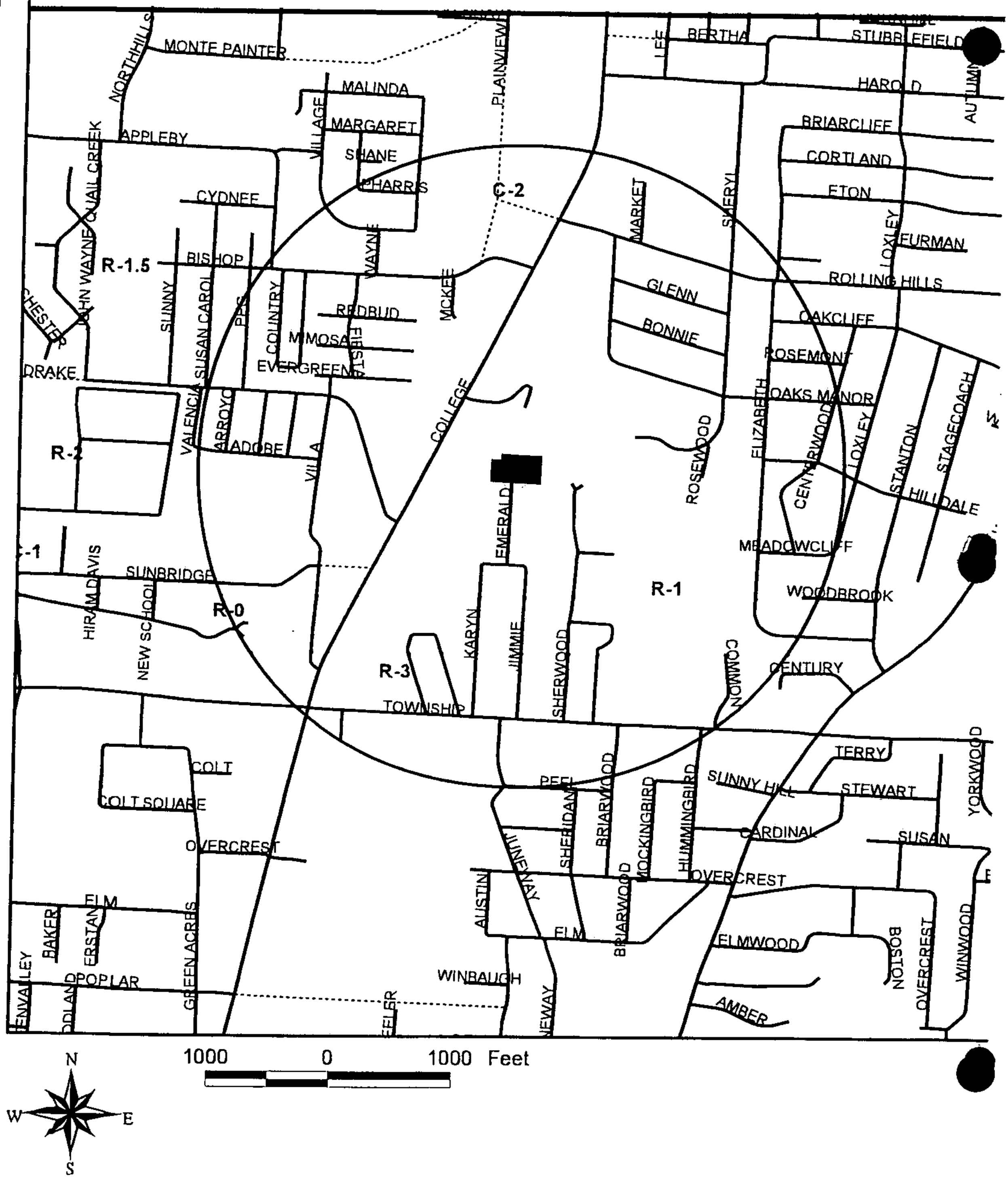
SCALE: 1"=40' | FILE No. [illegible] | DRAWN BY: DLJ | DESIGN BY: TAH
DATE ISSUED: [illegible] | DWG: [illegible]

EMERALD SUBDIVISION PHASE II

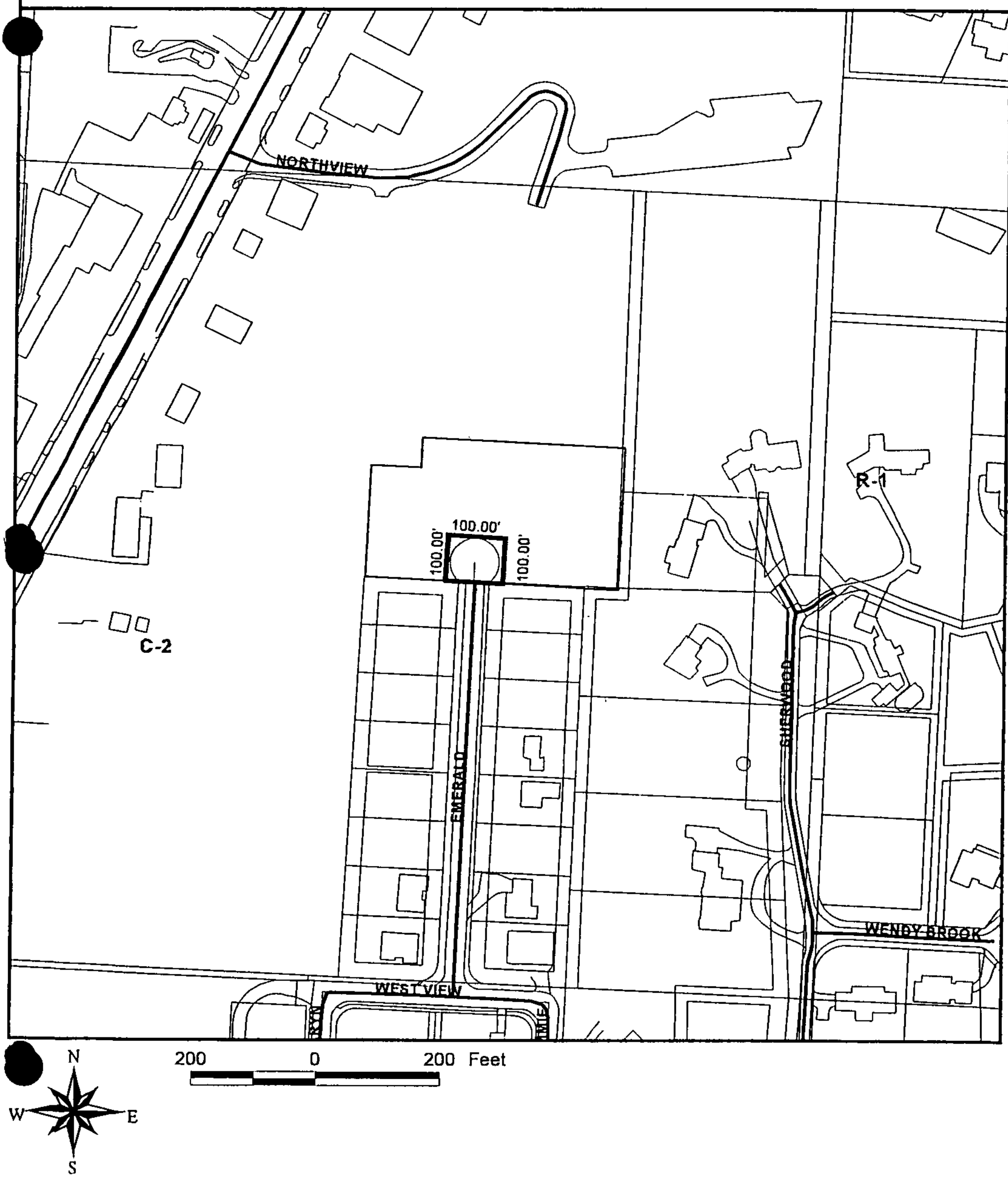
FINAL PLAT

1 / 1

VA98.00 - 11.00 - Emerald Subdivision - Phase II- One Mile Diameter



VA98.00-11.00 - Emerald Subdivision - Phase II - Close Up



STAFF REVIEW FORM

X Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of February 16, 1999.

FROM:

Alett Little	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve a resolution amending the Master Street Plan as recommended by the Planning Commission and Street Committee.

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	1-25-99 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommends approval by Resolution of the seventeen proposed amendments as approved by the Planning Commission and Street Committee.

Alett Little	1/29/99	Cross Reference
Division Head	Date	
Department Director	1-29-99 Date	New Item: Yes No
Administrative Services Director	29 JAN 99 Date	Prev Ord/Res#: _____
Mayor	1/31/99 Date	Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville City Council
THRU: Charles Venable, Asst. Public Works Director
Alett S. Little, City Planner
FROM: Tim Conklin, Planner
DATE: January 29, 1999

SUBJECT: Proposed Amendments to the Master Street Plan

BACKGROUND

The Street Committee at their January 26, 1999 meeting recommended forwarding to the City Council the proposed amendments to the Master Street Plan. These amendments were approved by the Planning Commission at their regular meeting on January 11, 1999. The amendments were originally initiated at the November 4, 1998 Street Committee (Please see the attached memo to the Street Committee from Alderman Kit Williams) The Planning Commission discussed the proposed amendments and took public comment at the November 23, 1998 and January 11, 1999 Planning Commission Meetings (Minutes from both meetings are attached).

The Master Street Plan is part of Fayetteville General Plan 2020. The following excerpt from General Plan 2020 explains the classification system:

> The Master Street Plan is a hierarchy of various street types. All streets within Fayetteville have been functionally classified in accordance with the guidelines set forth in the U. S. Department of Transportation's National Highway Functional Classification Study Manual. Functional classification is defined by the Northwest Arkansas Regional Transportation Study as: *The grouping of public ways by likeness of service or purpose into classes or systems according to the character of service they are intended to provide. The frame of reference is the sense of service offered to and expected by the road user. Neither ownership nor administrative responsibility is relevant in grouping by function. The hierarchy of functional classes reflects the type of traffic using each facility and how they function in relation to the overall street network . . .*

There are seven different street classifications which are the following:

Street Classification	Min. Right Of-Way	No. of Lanes	Min. Width Back of Curb	Speed MPH
Residential	40'	2	24'	15-20
Residential with Alley	35'	2	22'	10-15
Local	50'	2	28'	20-25
Collector	70'	2	36'	25-30
Minor Arterial	90'	4	52'	35-40
Principal Arterial	110'	4	28' W/Median	40-45
Freeway Expressway	200-300'	4	80'	45-55

The Master Street Plan only shows streets which serve the City as a region. Please find below the approved amendments by the Planning Commission.

Approved amendments by the Planning Commission

P.C.
Vote 7-2-0 1. Gregg Street, south of North Street to Lafayette Street, changed from a minor arterial to a collector.

Vote 7-2-0 2. West Street, south of Lafayette Street to Dickson Street, changed from a minor arterial to a collector.

Vote 9-0-0 3. Dickson Street, east of West Street to School Street, changed from a minor arterial to a collector.

Vote 9-0-0 4. School Street, south of Dickson Street to Archibald Yell, changed from a minor arterial to a collector.

Vote 7-2-0 5. Prospect Street, east of Gregg Street to Mission Boulevard, removed from the Master Street Plan and becomes a local street.

Vote 9-0-0 6. Stearns Street, west of Old Missouri to where it currently dead ends, removed from the Master Street Plan and becomes a local street.

Vote 9-0-0 7. Frazier Terrace, west of Old Missouri Road to planned intersection with Vantage, removed from the Master Street Plan and becomes a local street.

Vote 9-0-0 8. Vantage, south of Zion Road to the point where it connects with Millsap to be realigned to the west to reflect the extension of

Vantage that was built as a part of Zion Valley PUD.

Vote 8-1-0 — 9. Shepherd Lane, east of College Avenue to Frontage Road is removed from the Master Street Plan.

Vote 9-0-0 — 10. Realign the streets shown on the Master Street Plan to reflect the proposed streets in CMN Phase II and Mall Lane.

Vote 9-0-0 — 11. Designate Steele Boulevard as a minor arterial south of Van Asche to Shiloh Drive.

Vote 9-0-0 — 12. Shiloh Drive, east of Gregg Street to Steele Boulevard changed from a collector to a minor arterial.

Vote 9-0-0 — 13. Old Missouri Road, at the intersection of Zion Road to be realigned with Old Missouri Road to reflect the current City project to change the intersection to a "T" intersection with Zion Road left as a collector.

Vote 9-0-0 — 14. Deerpath Drive, east of Crossover Road to be removed from the Master Street Plan and to become a local street. Relocation of the minor arterial to the north to line up with Cliffs Boulevard.

Vote 9-0-0 — 15. Happy Hollow, north of Armstrong Road to be removed from the Master Street Plan to become a local street and change Armstrong, south of 15th Street to be a minor arterial to replace the Happy Hollow connection.

Vote 9-0-0 — 16. Designate the proposed streets in the Research and Technology Park as collectors.

Vote 8-1-0 — 17. Longview Street, east of Wimberly Drive, to be realigned with the street to the northwest to reflect the Washington Regional Assisted Care large scale development approval. Wimberly Drive to be designated as a collector.

MEMO

To: Street Committee Members

From: Kit Williams

Date: October 30, 1998

Subject: Street Committee Meeting

Reviewing the Master Street Plan we passed in 1995, I see several areas where this plan should be updated to reflect growth including new developments, new collectors or arterials approved by the Planning Commission, changes in locations of some roads, and changes in classification of some streets promised or recommended by the City Council or Street Committee. Most of these changes have already been approved or have occurred on the ground so that I think this updated Master Street Plan should be approved before the end of this year.

The following is a list of roads that should be changed in status, location, or be added:

Gregg Street, south of North Street, should be changed from Arterial to Collector;

School Street, from Archibald Yell to Dickson, should be changed from Arterial to Collector;

Prospect, from Gregg Street to College, should be changed to local street;

Sterns Street should be changed to local street and without connection between from Old Missouri to College Avenue;

Research and Technology Park Boulevard and connection to Deane Solomon Road should be added as a collector;

Steele Boulevard, from Joyce Boulevard to Van Asche, should be designated as Principal Arterial and a Minor Arterial south of Van Asche to Fullbright Expressway where entrance onto expressway toward west only should be shown.

Remainder of the proposed streets in Steele Subdivision should shown as now planned, all as Collectors.

Development north of Mt. Comfort in Ruple Road and Salem Road should be revised as now approved by Planning Commission.

All new development and planned development which has been approved should be shown (Township west of 265, Barrington Park, Highway 16 east and west developments).

I have set a meeting of the Street Committee to discuss the above items for 5:00 p.m., Wednesday, November 4, in Room 326.

KW:msm

c Mayor Hanna
Council Members
Charles Venable
Alett Little
Perry Franklin
Don Bunn
Randy Allen

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission Members
THRU: Charles Venable, Public Works Director
Alett Little, City Planner
FROM: Tim Conklin, Planner
DATE: December 14, 1998

SUBJECT: Amendments to the Master Street Plan

BACKGROUND

Staff has shown the changes to Plainview Ave., Longview Street, and Wimberly Drive that were suggested at the November 23, 1998 Planning Commission meeting. These changes were necessitated by the new Washington County Health Clinic obstructing the original alignment and subsequently the Planning Commission approval of the Washington Regional Assisted Care Facility.

The Street Committee recommended several changes to the Master Street Plan at their Nov. 4, 1998 meeting (Please see the attached memo to Street Committee from Kit Williams). The proposed changes listed below include the Street Committee changes as well as several "clean up" changes that are a result of past Planning Commission and City Council decisions. Each item numbered below will require a separate discussion and decision.

PROPOSED CHANGES

1. Gregg Street, south of North Street to Lafayette Street, change from a Minor Arterial to a Collector.

2. West Street, south of Lafayette Street to Dickson Street, Change from a Minor Arterial to a Collector

3. Dickson Street, east of West Street to School Street, change from a Minor Arterial to a Collector.

4. School Street, south of Dickson Street to Archibald Yell, change from a Minor Arterial to a Collector.

5. Prospect Street, east of Gregg Street to Mission Boulevard, remove from the Master Street Plan - becomes a local street.

6. Stearns Street, west of Old Missouri to where it currently dead-ends, remove from the Master Street Plan - becomes a local street.

7. Frazier Terrace, west of Old Missouri Road to planned intersection with Vantage, remove from the Master Street Plan - becomes a local street.

8. Vantage, south of Zion Road to the point where it connects with Millsap, realign to the west to reflect the extension of Vantage that was built as a part of Zion Valley PUD.

9. Shepherd Lane, east of College Ave. to Frontage Road, remove from the Master Street Plan.

10. Realign the streets shown on the Master Street Plan to reflect the proposed streets in CMN Phase II and Mall Lane.

11. Designate Steele Boulevard as a Minor Arterial south of Van Ash to Shiloh Drive.

12. Shiloh Drive, east of Gregg Street to Steele Boulevard, change from a Collector to a Minor Arterial.

13. Old Missouri Road, at the intersection of Zion Road, realign Old Missouri Road to reflect the current City project to change the intersection to a "T" intersection with Zion Road, leave as a collector.

14. Deerpath Drive, east of Crossover Road, remove from the Master Street Plan - becomes a local street and relocate the Minor Arterial to the north to line up with Cliffs Boulevard.

15. Happy Hollow, north of Armstrong Road to Happy Hollow, remove from the Master Street Plan - becomes a local street and change Armstrong, south of 15th Street, to a Minor Arterial to replace the Happy Hollow connection.

16. Designate the proposed streets in the Research and Technology Park as Collectors.

17. Longview Street, East of Wimberly Drive, realign the street to the northwest to reflect the Washington Regional Assisted Care large scale development approval. Plainview Ave., south of Longview Street, remove from the Master Street Plan. Wimberly Drive, Designate as a Collector.

OLD BUSINESS

AMENDMENTS TO THE MASTER STREET PLAN

Proposed Changes

1. Gregg Street, south of North Street to Lafayette Street, changed from a minor arterial to a collector.

2. West Street, south of Lafayette Street to Dickson Street, changed from a minor arterial to a collector.

3. Dickson Street, east of West Street to School Street, changed from a minor arterial to a collector.

4. School Street, south of Dickson Street to Archibald Yell, changed from a minor arterial to a collector.

5. Prospect Street, east of Gregg Street to Mission Boulevard, removed from the Master Street Plan and becomes a local street.

6. Stearns Street, west of Old Missouri to where it currently dead ends, removed from the Master Street Plan and becomes a local street.

7. Frazier Terrace, west of Old Missouri Road to planned intersection with Vantage, removed from the Master Street Plan and becomes a local street.

8. Vantage, south of Zion Road to the point where it connects with Millsap to be realigned to the west to reflect the extension of Vantage that was built as a part of Zion Valley PUD.

9. Shepherd Lane, east of College Avenue to Frontage Road is removed from the Master Street Plan.

10. Realign the streets shown on the Master Street Plan to reflect the proposed streets in CMN Phase II and Mall Lane.

11. Designate Steele Boulevard as a minor arterial south of Van Asche to Shiloh Drive.

12. Shiloh Drive, east of Gregg Street to Steele Boulevard changed from a collector to a minor arterial.

13. Old Missouri Road, at the intersection of Zion Road to be realigned with Old Missouri Road to reflect the current City project to change the intersection to a "T" intersection with Zion Road left as a collector.

14. Deerpath Drive, east of Crossover Road to be removed from the Master Street Plan and to become a local street. Relocation of the minor arterial to the north to line up with Cliffs Boulevard.

15. Happy Hollow, north of Armstrong Road to be removed from the Master Street Plan to become a local street and change Armstrong, south of 15th Street to be a minor arterial to replace the Happy Hollow connection.

16. Designate the proposed streets in the Research and Technology Park as collector.

17. Longview Street, east of Wimberly Drive, to be realigned with the street to the northwest to reflect the Washington Regional Assisted Care large scale development approval. Plainview Avenue, south of Longview Street to be removed from the Master Street Plan. Wimberly Drive to be designated as a collector.

17. *Amended: Longview Street, east of Wimberly Drive, to be realigned with the street to the northwest to reflect the Washington Regional Assisted Care large scale development approval. Wimberly Drive to be designated as a collector. (Plainview was removed from motion.)*

Commission Discussion

Conklin: The first four items are to be changed from a minor arterials to collectors. Items 5 through 7 are changes downgrading to local streets. Half of the street addressed in item eight has been constructed as a part of the Zion Valley PUD and this to reflect what has actually been constructed. Item 9 is a result of the construction of Northwest Village which blocks the future extension. Items 10 and 11 are a result of the plans from CMN Business Park. Item 12 connects a minor arterial to a minor arterial. Item 14 is to effect an eastern bypass connection. These changes are a result from the Street Committee recommendation. These are to be forwarded to the Street Committee and City Council for adoption. Most of the changes are a result of past Planning Commission decisions on development and City Council decisions. These are primarily to clean up the areas where there are conflicts.

Public Comments

Mr. Bob Brandon of the Wilson Park Historic District was present in support of the proposed changes in that district.

Commission Discussion

Forney: I don't see the advantage of not having that connection. I realize that Fiesta Square is blocking it. Over the long term, parallel routes to Highway 71 could be of help. We're beginning to see a connection from there to Millsap in the last year or two.

Conklin: The rationale was that the existing development blocks the future extension. There is no way to connect that street through there. We did leave on that connection from Appleby to Rolling Hills.

Forney: There are a few locations along the north property line where a connection is feasible. I realize the parking lot does not make a connection easily available. There has been a transformation in the nature of Fiesta Square. We're seeing smaller scale development infilling around Highway 71 in that neighborhood. I hate to remove potential connections. Since it is on there now, I prefer to leave it alone.

Odom: Staff indicates that each item below requires separate discussion and decisions. Does that mean we have to move to approve each one individually?

Conklin: Yes.

MOTION

Mr. Odom moved to approve Item 1 as proposed.

Mr. Estes seconded the motion.

Further Discussion

None

Roll Call

Upon roll call, the motion carried with a vote of 7-2-0. Ms. Johnson and Mr. Ward voted against the motion.

MOTION

Mr. Odom moved to approve Item 2 as proposed.

Mr. Estes seconded the motion.

Further Discussion

None.

Roll Call

Upon roll call, the motion carried vote of 7-2-0. Ms. Johnson and Mr. Ward voted against the motion.

MOTION

Mr. Odom moved to approve Item 3 as proposed.

Mr. Ward seconded the motion.

Further Discussion

None.

Roll Call

Upon roll call, the motion carried with a unanimous vote of 9-0-0.

MOTION

Mr. Odom made a motion to approve Item 4 as proposed.

Ms. Hoffman seconded the motion.

Further Discussion

None.

Roll Call

Upon roll call, the motion carried with a unanimous vote of 9-0-0.

MOTION

Mr. Odom made a motion to approve Item 5 as proposed.

Ms. Hoffman seconded the motion.

Further Discussion

None.

Roll Call

Upon roll call, the motion carried with vote of 7-2-0. Ms. Johnson and Mr. Ward voted against the motion.

MOTION

Mr. Odom made a motion to approve Item 6 as proposed.

Mr. Estes seconded the motion.

Further Discussion

None.

Roll Call

Upon roll call the motion carried with a unanimous vote of 9-0-0.

MOTION

Mr. Odom made a motion to approve Item 7 as proposed.

Mr. Estes seconded the motion.

Further Discussion

None.

Roll Call

Upon roll call, the motion carried with a unanimous vote of 9-0-0.

MOTION

Mr. Odom made a motion to approve Item 8 as proposed.

Mr. Estes seconded the motion.

Further Discussion

None.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 9-0-0.

MOTION

Mr. Odom made a motion to approve Item 9 as proposed.

Mr. Estes seconded the motion.

Further Discussion

None.

Roll Call

Upon roll call, the motion passed with a vote of 8-1-0. Mr. Forney voted against the motion.

MOTION

Mr. Odom made a motion to approve Item 10 as proposed.

Mr. Estes seconded the motion.

Further Discussion

None.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 9-0-0.

MOTION

Mr. Odom made a motion to approve Item 11 as proposed.

Mr. Estes seconded the motion.

Further Discussion

None.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 9-0-0.

MOTION

Mr. Odom made a motion approve Item 12 as proposed.

Mr. Estes seconded the motion.

Further Discussion

None.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 9-0-0.

MOTION

Mr. Odom made a motion to approve Item 13 as proposed.

Mr. Estes seconded the motion.

Further Discussion

None.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 9-0-0.

MOTION

Mr. Odom made a motion to approve Item 14 as proposed.

Mr. Forney seconded the motion.

Further Discussion

None.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 9-0-0.

MOTION

Mr. Odom made a motion to approve Item 15 as proposed.

Mr. Estes seconded the motion.

Further Discussion

None.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 9-0-0.

MOTION

Mr. Odom made a motion to approve Item 16 as proposed.

Mr. Estes seconded the motion.

Further Discussion

None.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 9-0-0.

MOTION

Mr. Odom made a motion to approve Item 17 as proposed.

Mr. Estes seconded the motion.

Further Discussion

Forney: I would like the members to consider that we are just giving something away here. If there was compelling need, I would be in favor of it.

Hoover: Is there a way to separate the items in number 17?

Little: Yes.

AMENDED MOTION

Ms. Hoover made a motion to approve Item 17 as follows:

> *Longview Street, east of Wimberly Drive, to be realigned with the street to the northwest to reflect the Washington Regional Assisted Care large scale development approval. Wimberly Drive to be designated as a collector.*

Mr. Forney seconded the amended motion.

Further Discussion

None.

Roll Call

Upon roll call, the motion passed with a vote of 8-1-0. Mr. Odom vote against the amended motion.

AMENDMENT TO THE MASTER STREET PLAN

Odom: Staff has a presentation about the proposed changes and their locations and a little bit of discussion and public comment but we will not take any action tonight.

Little: Thank you. We did bring several changes to the Master Street Plan to the Planning Commission and they are enumerated in your packet. There are a total of 16 changes. Nine of those changes were a result of action taken by the Street Committee and were initiated by Kit Williams who is the chair of the Street Committee. Those nine changes were as follows:

1. Gregg Street, south of North Street, should be changed from Arterial to Collector.

2. School Street, from Archibald Yell to Dickson, should be changed from Arterial to Collector.

3. Prospect, from Gregg Street to College should be changed to local street.

4. Sterns Street should be changed to local street and without connection between from Old Missouri to College Avenue.

5. Research and Technology Park Boulevard and connection to Deane Solomon Road should be added as a collector.

6. Steele Boulevard, from Joyce Boulevard to Van Asche, should be designated as Principal Arterial and a Minor Arterial south of Van Asche to Fulbright Expressway where entrance onto expressway toward west only should be shown.

7. Remainder of the proposed streets in Steele Subdivision should be shown as now planned, all as Collector.

8. Development north of Mt. Comfort in Ruple Road and Salem Road should be revised as now approved by Planning Commission.

9. All new development and planned development which has been approved should be shown (Township west of 265, Barrington Park, Highway 16 east and west developments.)

I did intervene at the Street Committee meeting and said that I felt like these actions should come to Planning Commission. I asked for that because the state law is very clear that Planning Commission plans and adopts the Master Street Plan. It is 100 percent silent on whether the Council has a role in that or not. As Planning Director, I would never recommend that the

Council not have a role in that because it is a much more official document once it is amended or brought through the Council.

In reaction to the changes that the Street Committee did proposed, I can tell you that the changes to Gregg Street and Prospect Street came about through discussion in connection with the Capital Improvement Program, a planned street to connect Cleveland. Once the neighbors of Wilson Park became aware of that they expressed concern regarding two of the streets shown on the Master Street Plan. Primarily, they were concerned that Prospect was shown as a Collector Street. The Street Committee reacted to that and advised us to change that to a Local Street. So, after consideration since Prospect is the north boundary of Wilson Park, it does intersect with College Avenue at a very steep slope and there are retaining walls on both sides and it presently does not connect but it may connect in the future to Cleveland Street but in reality knowing the homes in that area, the ability as a City to ever gain the right of way to make that into a Collector is probably not in place. So, the staff does not object to that change.

The other one that goes along with that is Gregg Street to be changed from a Minor Arterial to a Collector. I'm less clear on the reasons for this but in changing Gregg Street to a Collector will be difficult. That will still be a two lane street but it will be wider. In reality, it would be more reasonable to expect it to be a Collector. That caused us to make changes on West Street as well. West Street is a part of the Gregg Street south connection.

Staff recommendations are as follows:

1. **Gregg Street**, south of North Street to Lafayette Street, change from a Minor Arterial to a Collector.

2. **West Street**, south of Lafayette Street to Dickson Street, change from a minor Arterial to a Collector.

3. **Dickson Street**, east of West Street to School Street, change from a Minor Arterial to a Collector.

4. **School Street**, south of Dickson Street to Archibald Yell, change from a Minor Arterial to a Collector.

5. **Prospect Street**, east of Gregg Street to Mission Boulevard, remove from the Master Street Plan and show as a local street.

6. **Stearns Street**, west of Old Missouri to where it currently dead ends, remove from the Master Street Plan and show as a local street.

7. **Frazier Terrace**, west of Old Missouri Road to planned intersection with Vantage, remove from the Master Street Plan and show as a local street.

8. **Vantage**, south of Zion Road to the point where it connects with Millsap should be realigned to the west to reflect the extension of Vantage that was built as a part of Zion Valley PUD.

9. **Shepherd Lane**, east of College Avenue to Frontage Road, should be removed from the Master Street Plan.

10. Realign the streets shown on the Master Street Plan to reflect the proposed streets in CMN Phase II and Mall Lane.

11. Designate Steele Boulevard as a Minor Arterial south of Van Ashe to Shiloh Drive.

12. Shiloh Drive east of Gregg Street to Steele Boulevard should be changed from a Collector to a Minor Arterial.

13. Old Missouri Road at the intersection of Zion Road and realign with Old Missouri Road to reflect the current City project to change the intersection to a "T" intersection with Zion Road and leave it as a Collector.

14. Deerpath Drive east of Crossover Road should be removed from the Master Street Plan and it should become a local street and relocate the Minor Arterial to the north to line up with Cliffs Boulevard.

15. Happy Hollow, north of Armstrong Road to Happy Hollow should be removed from the Master Street Plan and it should become a local street and change Armstrong south of 15th Street to a Minor Arterial to replace the Happy Hollow connection.

16. Designate the proposed streets in the Research and Technology Park as Collectors.

Items 1-5 are primarily in response to concerns from residents in the Wilson Park Area.

On Stearns Street, we did deviate from what the Street Committee had recommended mainly because of the Zion Valley PUD which had been already approved. In comparison, the Street Committee requested that Sterns should be a local and to not provide for a connection between Old Missouri to College Avenue. Staff proposes that Stearns Street be removed west of Old Missouri Road and east of Vantage from the Master Street Plan. It would not be a Collector. It will become a local street. That would leave then as your Master Street Plan currently reflects, Stearns Street to the west to be a Collector and part of it is already built that is in the

neighborhood of the McIlroy Branch Bank and that would intersect with Vantage.

Frazier Terrace just north of Stearns Street. It is shown on the Master Street Plan to be a collector. There are already apartments built that would have interfered with that connection but with the approval of Zion Valley PUD, the decision was both a Planning Commission and City Council that Frazier Terrace would not be extended. It is not physically possible with the things that are already built for Frazier Terrace to continue to Vantage. Vantage is a north-south street that intersects with Zion Road. It crosses Joyce Street and connects to Millsap.

Vantage south of Zion Road to the point where it connects with Millsap has been moved over. It has been realigned to reflect the street which has already been constructed which reflects reality as well.

There was a portion of Shepherd Lane east of College Avenue which would have connected the east-west between Vantage and College which the construction of Northwest Village. That was interrupted so we recommend that be deleted from the Master Street Plan.

Realigning the streets in the Master Street Plan to reflect the CMN Phase II and Mall Lane is a technical change because we are making differences to the map as to where these streets are. It is within the spirit of the Master Street Plan because these streets do fulfill the requirements that the Master Street Plan had set out and these are planned in response to the Master Street Plan. This is to reflect the approval of CMN Phase I which is the development of the first 170 acres of the 320 acres north of the Bypass.

Designating Steele Boulevard to reflect a three lane width so this is more than a Collector and we felt it would be best to make that connect along Shiloh Drive and that is a minor deviation from the Master Street Plan adopted in 1995.

Shiloh Drive goes along with Steele Boulevard designation change.

On the previous Master Street Plan, we indicated that the Old Missouri Road would be straightened and the "Y" intersection would be taken out and we had also left the Old Missouri Road on there with both of them as Collector. One was dotted and the other extended east. We have the plans for that. We have acquired the right of way for that. We are able to accomplice that and keep it on the same alignment that was there. That project is also underway.

Odom: That's going to be a "Y" intersection?

Little: No. It will be a "T" but at this scale it doesn't show up. The right of way has been acquired and the project has been designed.

Deerpath Drive which is an entrance to a subdivision is to be removed. The part that was designated at the Minor Arterial has been moved to line up with Cliffs Boulevard.

Happy Hollow is to be removed from the Master Street Plan. We have constructed our solid waste transfer facility in that location so that connection is going to have to stay on Armstrong Road and intersect with 15th Street. This is also to reflect construction that has taken place.

The Research and Technology Park has not been constructed but this reflects plans that are in the works. Those can be placed on the Master Street Plan as Collectors or local streets. We have been asked to classify those as Collectors by Mr. Venable. They will very likely be large streets in order to serve that industrial area.

That is my summary of the changes as recommended. Nine of them came from the Street Committee and staff looked at the plan and we realized there were some inaccuracies caused by development which was approved and we felt that since we would be making amendments, we would be remiss in not taking care of those decisions that had already been made.

Odom: What about Rolling Hills Drive? It comes out and goes into Fiesta Square and that is showing as Collector. Can that be done now? That development is in there.

Little: That is still possible to achieve based on the amount of extra parking that is there. What is less likely to be achieved is that connection to the north of Plainview because of the expansion of the Cinema and also extremely steep grade.

Reynolds: Between Wilson Hollow Road and City Lake Road, what is the chance of getting from there over to Armstrong carrying the traffic out to the light. All the trucks have to turn at 15th Street and it is a job.

Little: The light has improved the situation. The chances of getting the connection maybe not to the Bypass standard but the road takes a rather arched turn to the east the reason being we are going around the based of a hill/mountain and it is probably the only reasonable place for a street. Usually for building of connection street or those service kinds of drives, we depend upon the developer or the owner of the property to bring the property to us and then at that time, the Planning Commission consults the Master Street Plan and a take a look at it. In reality, that particular location because of the grade, we are not likely to see a developer bring us that particular piece of the property. That may be a City project and it would have to be City initiated. This is not currently on the Capital Improvement Plan. It is not likely to be on your Capital Improvement Plan unless there is action by the citizens or Council to place it there. One of the things the Planning Commission could do if they feel like that is of great import is to pass a resolution supporting the City looking into the need for that connection and placing it into the Capital Improvements Plan to get it built.

Reynolds: Well, once the Water and Sewer takes there property and develops they will be right next to that facility.

Little: Everything to the north is likely to develop and everything to the south is likely to lag behind.

Reynolds: I would like to see that connection to help traffic in south Fayetteville.

Ward: On the first 4, we have downgraded from Minor Arterial to Collector. Why is that important?

Little: A Minor Arterial indicates a four lane street. A Collector indicates a two lane street. A Collector has half the capacity of a Minor Arterial for moving traffic. For Prospect Street, it is in response to the amount of right of way that is available and the likelihood of being able to acquire the right of way for a four lane. For Gregg Street, I am less clear for the reasoning. When you do change Gregg as suggested by the Street Committee to a Collector is has a domino affect with both West Street and School Street which causes them also to be downgraded to Collector or two lane status. It represents the only two ways that you have to north and south in the south portion of town are College Avenue with Archibald Yell and Razorback Road. Everything else will be two lane.

Estes: With reference to the south of Millsap bordered by College Avenue on the east, that area needs some attention. The Washington Regional Long Term Care facility is going to be developed on top of that hill. I don't know what will happen to Plainview or Longview.

Little: Plainview is under construction. It is already connected to Longview and that project should be complete within a month.

Estes: We need to change that.

Little: We will be glad to do that..

Estes: How is it proposed to come into the Long Term Care facility? Will that be off of Plainview or out of the Medical Park?

Little: I wish I could tell you that would be off of Longview. I will have to tell you that the Planning Commission did require Washington Regional to pay for one half of the extension of the street over to the present Longview. Washington Regional appealed that to the Council and the Council said that they did not have to pay for that. So, until there is additional development, there will not be a connection from Longview to Washington Regional. Even with the construction of our City Fire Station on Plainview which is also about to get underway the

only way for the fire truck to get over there will be to go north to Millsap and down Wimberly Drive and go south to Longview.

Odom: It sounds to me like we need to make a resolution for something after further discussion to put that on the Capital Improvements Project. That sounds like it should be a high priority if we have a fire station going in that can only dispatch from one direction.

Little: That is not new information. We had that information at the time the Council made that decision. If you would like to make that resolution, I will be glad to take that forward for you.

Odom: We originally wanted the developer to put it in.

Little: Planning Commission recommended the developer pay for half of it.

Odom: Is that project on the Capital Improvement Project now?

Little: No, sir.

Hoover: Are these just revisions and then the Master Street Plan will be updated in 1999?

Little: Yes. We update this every five years. Although we realized there were some areas that had been precluded by development, we wouldn't have brought forth amendments until the five year time frame. Since the Street Committee had gone over it and made very specific changes we felt it would be wrong to allow those changes and not take care of the other loose ends.

Public Comment

Clyde Goodmanhouse who resides on the corner of Prospect and Gregg spoke in support of the proposed changes and thanked the Street Committee and Commission for bringing the revisions forward.

Ann Young residing at Adams and Gregg spoke in support of the proposed changes but suggested an alternative of making one way streets in the area.

Commission Discussion

Tucker: Wilson Park is a very attractive area of the City. Does the proposed extension of Gregg would it rely on Wilson Avenue?

Little: No. It will be west of there.

Odom: I think the problem is balancing the needs of the neighborhood versus the needs of the entire City.

Tucker: At North and Gregg there is a new development that came through. There was an issued regarding Gregg at that point.

Little: There were two issues. One was the dedication of right of way and the other was the building of the sidewalk. He did eventually build the sidewalk. We did not receive all of the right of way that we needed to receive in order to make it a Minor Arterial.

Tucker: Do we still anticipate even if we go from Minor Arterial to Collector in Gregg's extension that we would still be seeking to find a route to Archibald Yell?

Little: It is suppose to go down to West 6th Street. (Referring to the map at 1, 2, 3, and 4), the portion that's dotted is the only portion that is not constructed. The location on the map locates an approximate location of that connection. It hasn't been surveyed. It hasn't been designed. It doesn't represent any kind of exact location but it does show you and any developer that there is a need for a connection there.

Tucker: None of the proposal on the table tonight would eliminate that dashed line 1.

Little: The affect of the change is to change it from a Minor Arterial to a Collector or right of way requirement from 4 lane requirements to 2 lane requirements. The members of the Street Committee were particularly anxious to have decisions on this year. I support the Planning Commission's request to have another two weeks to vote on it.

Odom: What do we have on traffic counts to substantiate the recommendations for the Wilson Park are.

Little: We have two sets of traffic counts. We know we need to move traffic off Wilson Street and the extension of Gregg would very much help. Those neighbors have problems with the amount of traffic and speeding

Odom: What is the status of the Gregg Street extension on the Capital Improvement Program?

Little: If it is on there, it is probably in the fourth or fifth year out. It is not under design. It takes $100,000 to design a street.

Hoover: Do you want us to look at the sixteen items?

Little: I would prefer that we limit it to that. I would also prefer that you make a decision on each one of those.

Forney: Is it correct that there items on the Street Committee's punch list that you made amendment to?

Little: Refer to page 3.3. We concurred on the Gregg Street being changed to Arterial to Collector. We concurred on School Street being changed from Arterial to Collector. We added West Street because it goes along in that same plan. We concurred on Prospect from Gregg to College being changed to local. We do not recommend the Sterns Street change because it's not clear what they were asking for. Sterns Street should be changed to a local street and without connection from Old Missouri to College. Refer to the Master Street Plan and you'll see that Sterns is already in place at the intersection of Joyce and it serves a commercial area. What we proposed was that the Collector standard be maintained only to that part of the street called Vantage. We discussed putting Vantage on the map but apparently that did not occur in the drafting stage but it is the extension of Millsap to the north intersecting with Zion. Number 8 will change. From that point on, we have right of way and we recommend that it be constructed as a local street. That is one deviation. They asked for Research and Technology Park to be added Collectors and we concurred. They asked for Steele Boulevard and the streets in the CMN area to be changed to what was approved by the CMN plat and we concurred. They asked for development north of Mt. Comfort Road and the Rupple and Salem Road area to be revised. Those are local streets. Those do not go on the Master Street Plan. They will go on a street plan as soon as they are built. We neither concurred nor disagree on that. They asked for all new development and planned development which has been approved from Township west of 265, Barrington Park at Highway 16 and other western developments to be shown. Those are not built yet. As soon as they are, they will be added on local streets under our normal process. I explained that at the Street Committee meeting and they understand. Then we added clean up items to reflect where we know the streets are not going.

Forney: There was only one deviation from the Street Committee's proposal and that was Sterns Streets.

Little: Yes.

Reynolds: If we don't agree with one or two or all of the sixteen points, then where are we at with the traffic study.

Little: That's why we brought it to you in this form so you could make a decision on each issue.

CABLE FRANCHISE
II.C.1

STAFF REVIEW FORM

X Agenda Request
____ Contract Review
____ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF February 16, 1999

FROM:

Marvin Hilton	Cable Administration Division	Administration Department
Name	Division	Department

ACTION REQUESTED:

A resolution to include the franchise fee as part of the gross revenues of the cable operator (TCA Cable TV).

COST TO THE CITY:

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

BUDGET REVIEW:

____ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Marilyn J Cramer 2-3-99 — Accounting Manager — Date

Yolanda Fields 2-4-99 — Internal Auditor — Date

City Attorney — Date

ADA Coordinator — Date

2-1-99 — Purchasing Officer — Date

STAFF RECOMMENDATION:

Marvin Hilton 1-28-99
Division Head — Date

Department Director — Date

Administrative Services Director — Date

Mayor — Date

CABLE FRANCHISE
II.C.2

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: MAYOR HANNA AND CITY COUNCIL MEMBERS

FROM: MARVIN HILTON, CABLE ADMINISTRATOR

SUBJECT: GROSS REVENUE DEFINITION APPROVAL BY CITY COUNCIL

DATE: JANUARY 28, 1998

According to a recent ruling in the fifth circuit, cable franchise fees should be included in the gross revenues. In the past, cable operators in Fayetteville have not included the franchise fee as part of the gross revenues.

The Cable Board has recommended that the city adopt this new definition of gross revenues and collect the additional revenue. Although it is permissible to collect this retroactively, it was the Cable Board's opinion not to. The Cable Board, since their letter of 11/12/98, has rescinded their statement about earmarking the additional funds collected.

The letter from TCA Cable TV can easily be misinterpreted I think, especially where it says, 5.25%, since by federal law the franchise fee cannot be over 5%.

Also I have highlighted the section of our Franchise Agreement defining "gross revenues." One of the main points of the recent ruling in the fifth circuit is that franchise fees are not taxes.

See the attached:

1. Letter from the Cable Board.
2. Excerpt from our Franchise Agreement
3. Conclusion of Dallas v. FCC case
4. Letter from TCA Cable TV
5. Comments from NATOA (National Association of Telecommunications Officers and Advisors) members.

To: Fayetteville City Council
From: Fayetteville Cable Board
Re: Change in method of assessing franchise fee

CABLE BOARD RECOMMENDATION: The Cable Board voted to recommend to the Fayetteville City Council that it accept TCA's offer to comply with the franchise agreement to pay 5 percent on gross revenues and that the additional money collected as a result of the compliance be earmarked for PEG Access Center funding.

The recommendation serves three purposes: 1) To target improvement in cable services; 2) to realize a big gain for public services in exchange for a small cost to the cable customer; and 3) to achieve more compliance with the franchise agreement and the latest Circuit Court opinion.

The Cable Board wishes to bring to the City Council's attention a lawsuit in Dallas, City of Dallas v. FCC, 118 F.3d 393 (5th Cir. 1997). The suit resulted in a change in the way that the city's cable franchise fee was collected, and thus, increased the revenues to the city. Basically, the court held that franchise fees are not a tax, but "essentially a form of rent: the price paid to rent use of public right-of-ways." The court concluded that cable operators must include franchise fees in their calculation of "gross revenues."

At this time, TCA Cable figures its 5 percent franchise fee based on its annual revenues minus the amount of franchise fee collected from customers. The franchise currently in place requires the cable operator to pay 5 percent of its gross revenues, but TCA Cable had been relying on a 1995 FCC ruling that held the fees were not to be included in gross revenues. Based on the court ruling, the Council could now require TCA to figure its gross revenues to include the franchise fee paid by customers.

Of course, the ruling in the Fifth Circuit (Texas) is not binding in the Eighth Circuit (Arkansas) but Dennis Yocum, TCA's general manager, has said TCA would be willing to change the method of calculating the franchise fee in Fayetteville. However, since TCA will be paying more franchise fee and is allowed to "pass-through" its franchise fees, the cost to TCA Cable subscribers would increase. (See the attached table for the amount of increase per tier.)

In a September memo, Mr. Yocum characterized the change as an increased franchise fee of 5.25 percent -- higher than the federal allowance for cable franchise fees and the amount in the current franchise agreement -- and cautioned that "any increase to our rates may negatively affect our ability to attract and retain customers." However, members of the cable board characterize the difference as 5 percent of 95 percent of TCA's gross revenues versus 5 percent of 100 percent of gross revenues.

According to a calculation made by Marilyn Cramer in August, 1997, the additional revenue that would have been paid by TCA Cable in 1996 is $16,474.41. This gives the Council an idea of the amount of additional money that could be collected by the City should the Council decide to do so.

In addition, the City would be entitled to collect from TCA Cable any fee that was not collected from April 6, 1995, to July 31, 1997 -- the dates of the FCC ruling that changed the collection method. In a Memorandum Opinion and Order (D.A. No. 98-396), the FCC's Cable Services Bureau held that those uncollected fees may also be passed-through to the cable consumer.

Cable Board members said although they wanted to hold TCA Cable to the conditions of its contract with the City, they also noted that the approximate $16,000 in extra fees would

represent only one-tenth of a percent of the City's $16.2 million general fund, and that cable customers might protest their having to pay more for cable without a corresponding improvement in their service.

Level of Cable Service	Charge to Customer	Current Method	Using Redefinition of Gross Revenue	Difference to Customer
Basic Service	$9.00	.45	.47	.02
Basic + Standard	27.95	1.40	1.47	.07
Premier Package	30.90	1.55	1.62	.08
Plus 3 movie channels	56.88	2.84	2.98	.14

D. "BOARD" is the Board of Directors (or other body in which the legislative power vests) of the City of Fayetteville, Arkansas.

E. "CHANNEL" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by the Federal Communications Commission by regulation).

F. "DEGRADED SIGNAL" shall mean a signal on any channel regardless of the point of origin of such signal, which fails to meet the signal quality guidelines established in Part 76, Subpart K of the Federal Communications Commission's rules and regulations.

G. "FCC" shall mean the Federal Communications Commission and any legally appointed or elected successor.

H. "FRANCHISE PAYMENT" shall include all charges imposed for a franchise.

I. "GROSS REVENUES" means all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the Grantee and by each Affiliated Person from or in connection with the operation of the Broadband Telecommunications Network, including, without limitation, the distribution of any service over the Broadband Telecommunications Network. Gross Revenue shall also include the Gross Revenue of any other person which is derived directly or

indirectly from or in connection with the operation of the Broadband Telecommunications Network, including, without limitation, the distribution of any service over the Broadband Telecommunications Network to the extent that said revenue is derived, as determined by the City, through any means which is intended to have the effect of avoiding the payment of compensation that would otherwise be paid to the City for the franchise granted herein. Gross Revenue shall also include subscription fees and advertising receipts received by the Grantee or affiliated person in connection with the sale within the City of any cable programming guide/magazine. Gross Revenue shall not include: (i) the revenue of any person, including, without limitation, supplier of programming to the Grantee, to the extent that said revenue is also included in Gross Revenue of the Grantee; (ii) the revenue of the Grantee or any other person which is received directly from the sale of any merchandise through any service distributed over the Broadband Telecommunications Network, except any revenue received in lieu of compensation for use of any Channel; (iii) taxes imposed by laws on Subscribers or other persons which the Grantee is obligated to collect; (iv) amounts collected by the Grantee from Subscribers on behalf of leased or access channel programmers, other than Affiliated Persons, to the extent that said amounts are passed on by the Grantee to said programmers; (v) the revenue of any Affiliated Person which represents standard and reasonable amounts paid by the Grantee to said Affiliated Person for ordinary and necessary business expenses of the Grantee,

including, without limitation, professional service fees and insurance or bond premiums; (vi) any investment income earned by the Grantee; or (vii) that portion of the fee paid by the Grantee to an Affiliated Person for any service which exceeds the revenue of the Grantee from Subscribers for such service.

J. "AFFILIATED PERSON" means each person who falls into one or more of the following categories: (i) each person having, directly or indirectly, a controlling interest in the Grantee; (ii) each person in which the Grantee has, directly or indirectly, a controlling interest; (iii) each officer, director, general partner, joint venturer or joint venture partner, of the Grantee; and (iv) each person, directly or indirectly, controlling, controlled by, or otherwise related to the Grantee by common ownership, common management, or common control; provided that "Affiliated Person" shall in no event mean the City, any limited partner of the Grantee, or any creditor of the Grantee solely by virtue of its status as a creditor and which is not otherwise an Affiliated Person by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, the Grantee.

K. "INTERRUPTION OF SERVICE" shall mean no picture or sound at the television set of a customer due to a technical problem with the cable television system.

L. "MAY" is permissive.

M. "REASONABLE NOTICE" shall be written notice addressed to the Grantee at the address Grantee has designated to the City and

In conclusion, gross revenue normally includes all revenue collected from any source. No evidence has been presented to show that Congress intended to depart from this standard definition of gross revenue in enacting 542(b). Moreover, there is no evidence that cable operators are merely acting as agents, collecting the franchise fees on behalf of municipal governments. Therefore, all money collected from subscribers, including funds used to pay franchise fees, must be included in a cable operator's gross revenue. For the reasons stated herein, the order of the Commission is set aside and the petition of Dallas and Laredo is

GRANTED.

TCA CABLE TV

September 8, 1998

RECEIVED
SEP 14 1998
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

VIA HAND DELIVERY

City of Fayetteville, Arkansas
Fayetteville, Arkansas

Re: **Fifth Circuit Court Decision Regarding Franchise Fees**

Dear Sir/Madam:

As you may know, several years ago the Federal Communications Commission ("FCC") issued a decision clarifying its interpretation of federal law -- that franchise fees from cable customers were not includable as gross revenues subject to franchise fees.

Subsequent to that interpretation, the cities of Dallas and Laredo, Texas filed a lawsuit in Federal District Court seeking relief from the FCC's decision. On July 31, 1997, the Fifth Circuit reversed the FCC's interpretation and the Court's decision became effective on September 22, 1997.

TCA Cable TV's collection and payment practices regarding franchise fees have always been and will continue to be in compliance with current federal law and our franchise requirements. Therefore, unless instructed by you otherwise, in compliance with the Court's interpretation of federal law, we will include franchise fees collected from customers in gross revenues for the purpose of calculating franchise fee payments as of the date of this letter.

Accordingly, the franchise fee itemized on a customers' monthly billing statements will be adjusted to allow for recovery of the increased franchise fee payment as allowed by law.

In a competitive environment, any increase to our rates may negatively affect our ability to attract and retain customers. If you agree that this increase in the franchise fee is unnecessary, we request that you sign the attached acknowledgment that franchise fees should not be included in our calculation of gross revenues. Please return this acknowledgment to me by September 18, 1998, and TCA will not implement the franchise fee increase on customer bills. If you decide not to sign this acknowledgment, please note that the following franchise fee calculation and amount will be adjusted as follows on all customer billing statements beginning November 1, 1998:

Current Amount	Calculation as of November 1, 1998	Amount as of November 1, 1998
5%	5% + (.5 x .5)	5.25%

In accordance with federal law, customers will be notified of the change in the franchise fee.

Should you have any questions or wish to discuss either the franchise fee pass-through calculation or the customer notification method described above, please do not hesitate to contact me or TCA's general counsel, Jeff Brown, at (903) 595-3701.

Sincerely,

Dennis Yocum
General Manager

RECEIVED:

By: _____
Title: _____
Print Name: _____

_____
Date

ACKNOWLEDGMENT

I, _____, as _____, and a duly authorized representative for the City of _____ ("City"), understand that a recent federal court ruling allows for a higher calculation of local cable franchise fees collected from customers. City also understands that local franchise fees are itemized on customer billing statements. Accordingly, rather than instituting an immediate increase in local cable bills, City hereby authorizes TCA to continue its existing method of franchise fee calculation, which excludes moneys collected from customers as franchise fees from the franchise fee assessment. TCA may act in reliance on this letter unless and until notified by City that local franchise fees should be calculated prospectively in a different manner.

_____ By: _____

Date Its _____

_____

Print Name

NATOA OPINIONS ON FRANCHISE FEE INCLUDED IN GROSS REVENUES

From: TrainorBJ@aol.com
BIG ISSUE: you are not collecting a fee on a fee, you are collecting (presumably) 5% of 100% of the revenue -- you are not collecting 5% of 95% of the revenue. Fees and taxes are treated differently, and are calculated differently. You will be cheating your city of one quarter of one percent of the revenue it has rightly negotiated and rightly deserves; similarly, you will be setting a long-term precedent for other providers and providing an unnegotiated discount to your providers. I advise you strongly consider the implications and fully preserve your city's rights.

Good luck!!
BJT

From: "Linda Walden" <lwalden@ci.newton.ma.us

the Court ruled franchise fees are to be calculated on all gross revenue, including that revenue collected as "franchise fee". While it may seem strange to collect, as you called it, "a fee on a fee", the Court essentially ruled that franchise fees must be included in gross revenue. The decision by the Court led to most if not all TCI systems to calculate franchise fees that way. Some communities have even required back payments retroactive to the point in time their cable op started to exclude franchise fees from gross revenue.

HARRINGTON, MILLER, NEIHOUSE & KRUG

A PROFESSIONAL ASSOCIATION
ATTORNEYS
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Michele A. Harrington
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John P. Neihouse, LL.M (In Taxation) *
E. Wayne Krug **

* Also licensed in Texas
** Also licensed in Oklahoma

William F. Mertins, Jr.

OF COUNSEL
Stephen D. Stitt

February 4, 1999

RECEIVED

FEB 04 1999

CITY CLERK'S OFFICE

Ms. Heather Woodruff
Fayetteville City Clerk
113 W. Mountain Street
Fayetteville, Ar. 72701

RE: Appeal of One Condition of Approval of the CMN Business Park II , Phase II, Approved by Planning Commission Jan.12, 1999

Dear Heather:

Please consider this letter a notice of my client's appeal to the City Council of one condition of approval affecting only Lot 17 of the preliminary plat for CMN Business Park II, Phase II, approved January 12, 1999. We ask to be included in the agenda for the February 16, 1999, City Council meeting. Mel Milholland, as engineer, and I, as legal counsel, are representing CMN Properties on this appeal.

The condition being appealed affects only Lot 17 of the plat. It requires the owners to dedicate approximately 3.8 acres of land (described as Option B on the plat) for the City Master Street Plan's proposed "fly-over," designed to carry northbound traffic from Highway 71B to the Fulbright Expressway and Bypass I-540. Although the Planning Commission has elected Option B, the alternate Option A dedication, which is also shown on the plat, was recommended by the Planning staff and all traffic engineers who reviewed the matter. Those recommending Option A included the City's Engineers, Ernie Peters, and Dr. Bob Alguire, who was present at the special Planning Commission meeting on January 15, 1999. Option A is also closer to the Master Street Plan designation for the fly-over than Option B.

The competing Options A and B were discussed at both the special Planning Commission meeting on January 15, 1999, and at the regular Planning Commission

meeting on January 25, 1999. Ernie Peters, the traffic engineer retained by the owners at the City's suggestion, who has continually studied the traffic problems of this area for both the City and the owners for over 4 years, as well as Dr. Bob Alguire, who is originally responsible for the designation of the fly-over on the Master Street Plan, and Charles Venable, who originally sketched out Option B as a possibility of how the fly-over could be drawn, all agree that the *safest and best choice* is Option A. It is surprising, then, that the majority of the Planning Commission declined to follow the unanimous opinion of all experts, and selected Option B instead. Option B takes a substantial amount of highly valuable marketable commercial property from the owners without an engineering or legal justification.

Regardless which option is chosen, it is the opinion of many that the fly-over will never be built . The AHTD has stated that it has never planned to build the structure, the City has never engineered or scheduled it, and the cost is reportedly in excess of $4 million. The traffic experts have stated that the number of cars needing to make the "fly-over" turn is not sufficient to justify its construction. Furthermore, there is now discussion by City staff and the Planning Commission about reducing the status of the Fulbright Expressway from an AHTD controlled-access highway, to a "limited" access highway in order to construct an at-grade intersection for north-south access from both the Mall area and downtown Fayetteville, through the North Hills Medical Park. If this occurs, it may further diminish any need for the fly-over.

Given the substantial economic harm to the owners from sacrificing all future economic use of the 3.8 acres of Option B, it is not reasonable to require Option B contrary to the recommendations of the engineers having expertise in traffic control and safety.

The purpose of the fly-over will be to move city-wide traffic west to the Bypass (I-540). It is a common and constitutionally-required practice that any taking of land for a city-wide purpose should be compensated at fair market value. Furthermore, Arkansas Statutes require such compensation in these circumstances. (See A.C.A. Sec. 14-56-412, and 417.) Therefore, CMN believes that any acreage required to be dedicated for the fly-over should be compensated by the City.

The owners have agreed to all other conditions of both the Phase I and Phase II plats of this development, though many are burdensome and the necessity of several may be questionable. CMN has dedicated, or will dedicate, to the City for streets and multi-use trails, approximately 20.1 acres of land in Phase I, and 7.5 acres (excluding any fly-over

reservation) in Phase II. An additional 27.9 acres of floodway will be preserved as a natural green space as well. CMN has built or will build streets and infrastructure costing in excess of Six Million dollars, all of which will be dedicated to the City and will enhance the city's street connectivity and economic viability into the future.

The owners ask for relief of only one condition of this Phase II plat, and request that the reservation of land for Option B (3.8 acres) be changed to the reservation of land for Option A (1.2 acres), and be treated as a compensated right-of-way acquisition. If the fly-over is not built within 10 years, we ask that the fly-over acreage revert to the then-owner of Lot 17, so that it does not lie forever without use.

Please place this appeal on the agenda for the next (February 16th) City Council meeting, and send me an agenda. Thank you very much.

Sincerely,

Miki Harrington

Michele A. Harrington
Attorney for CMN Properties

MAH/rtv

Attachments: Conditions of Approval
13 copies of Preliminary Plat, Phase II

cc: Charlotte Steele
Marjorie Brooks
Nancy Rubeck
Mel Milholland
Jim Irwin

*11871 Ark.Stats § 14-56-412

WEST'S ARKANSAS CODE
TITLE 14. LOCAL GOVERNMENT
SUBTITLE 3. MUNICIPAL GOVERNMENT
CHAPTER 56. MUNICIPAL BUILDING AND ZONING REGULATIONS--PLANNING
SUBCHAPTER 4--MUNICIPAL PLANNING

Current through End of 1997 Regular Session

§ 14-56-412. Powers and duties

(a) GENERALLY. The planning commission shall have the duty and function of promoting public interest in, and understanding of, the long-term coordinated municipal planning.

(b) COMPREHENSIVE STUDIES. The commission shall prepare a work program and make comprehensive studies of the present conditions and the probable future growth of the municipality and its neighboring territory.

(c) PLANNING AREA MAP. The commission shall prepare and maintain a map showing the general location of streets, public ways, and public property and the boundaries of the area within the territorial jurisdiction for which it will prepare plans, ordinances, and regulations. The map shall be known as the planning area map.

(d) PLANS OF AREA. Following preparation of the planning area map, the planning commission may prepare plans for all, or any portion of, the area encompassed by the map, which may consist of maps, plats, charts, diagrams, and necessary documents and descriptive matter. The plans may include, but shall not be limited to:

(1) A master street plan;

(2) A land use plan; and

(3) A community facilities plan.

(e) IMPLEMENTATION OF PLANS. In order to promote, regulate, and control development, and to protect the various elements of the plans, the commission, after adoption of appropriate plans as provided, may prepare and transmit to the legislative body such ordinances and regulations as are deemed necessary to carry out the intent of the plans, or of parts thereof.

(f)(1) REFERRAL TO PLANNING COMMISSION. After adoption and filing as provided of a plan, no public way, ground, or open space; public building or structure; publicly or privately owned public utility line or terminal or transportation line or terminal; or public development or redevelopment or renewal project shall be acquired, constructed, or authorized unless such a project, proposal, or development has been submitted to the commission for review, recommendation, and approval as to its conformity with the plan.

*11872 (2) The commission's disapproval of a proposal submitted to it may be overruled only by a recorded vote of two-thirds (2/3) of the full membership of the submitting or authorizing body.

(3) Failure of the commission to act within sixty (60) days of the submission of the proposal shall be deemed approval unless further time is allowed by the submitting public board, commission, or body.

(g) REFERRAL TO BODIES RESPONSIBLE FOR LAND ACQUISITION. After adoption and filing as provided of a community facilities plan or a master street plan, no parcel of land indicated by the plan which lies within the bounds of a proposed public use facility or mapped street shall be privately developed until the public board, commission, or body having jurisdiction or financial responsibility for the reserved area shall have refused to execute a written option or to file suit for condemnation to acquire the area. This refusal shall be given by the public board, commission, or body within one (1) year of the

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date the action is requested by the property owner. This procedure may be enforced for the specified one (1) year period by the refusal to issue building permits or by other methods. However, it may be enforced only in cases where regulations governing the development and subdivision of land do not apply.

(h) PUBLIC IMPROVEMENT PROGRAM. The commission may prepare, annually, a program for an appropriate period, recommending a coordinated program of capital expenditures for public improvements. For the purpose of preparing this program, the commission may request and receive information concerning public improvements from all public officials and public bodies.

(i) RECOMMENDATIONS AND REPORTS. The commission may make recommendations and reports to the public and to public and private agencies.

(j) SURVEYS. The commission may enter upon land to make examinations and surveys and to maintain necessary monuments and markers thereon.

(k) FUNDS AND PERSONNEL. The commission may receive and spend funds from federal, state, county, municipal, and other public and private sources, may contract with respect thereto, and may hire a staff and contract for consultant services.

Search this disc for cases citing this section.

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*11879 Ark.Stats § 14-56-417

WEST'S ARKANSAS CODE
TITLE 14. LOCAL GOVERNMENT
SUBTITLE 3. MUNICIPAL GOVERNMENT
CHAPTER 56. MUNICIPAL BUILDING AND ZONING REGULATIONS--PLANNING
SUBCHAPTER 4--MUNICIPAL PLANNING

Current through End of 1997 Regular Session

§ 14-56-417. Land development regulations; authorization

(a)(1) Following adoption and filing of a master street plan, the commission may prepare and shall administer, after approval of the legislative body, regulations controlling the development of land.

(2) The development of land includes, but is not limited to:

(A) The provision of access to lots and parcels;

(B) The extension or provision of utilities;

(C) The subdividing of land into lots and blocks; and

(D) The parceling of land resulting in the need for access and utilities.

(b)(1) The regulations controling [FN1] the development of land may establish or provide for the minimum requirements as to:

(A) Information to be included on the plat filed for record;

(B) The design and layout of the subdivision, including standards for lots and blocks, street rights-of-way, street and utility grades, and other similar items; and

(C) The standards for improvements to be installed by the developer at his own expense such as street grading and paving; curbs, gutters, and sidewalks; water, storm and, sewer mains; street lighting; and other amenities.

(2)(A) The regulations may permit the developer to post a performance bond in lieu of actual installation of required improvements before plat approval.

(B) They may provide for the dedication of all rights-of-way to the public.

(3)(A) The regulations may govern lot or parcel splits, which is the dividing of an existing lot or parcel into two (2) or more lots or parcels.

(B) No deed or other instrument of transfer shall be accepted by the county recorder for record unless the deed or other instrument of transfer is to a lot or parcel platted and on file or accompanied with a plat approved by the commission.

(4) The regulations shall establish the procedure to be followed to secure plat approval by the commission.

(5)(A) The regulations shall require the developer to conform to the plan currently in effect.

(B)(i) The regulations may require the reservation, for future public acquisition of land for community or public facilities indicated in the plan.

*11880 (ii) This reservation may extend over a period of not more than one (1) year from the time the public body responsible for the acquisition of reserved land is notified of the developer's intent.

(6) When a proposed subdivision does not provide areas for a community or public facility based on the plans in effect, the regulations may provide for reasonable dedication of land for such public or community facilities, or for a reasonable equivalent contribution in lieu of dedication of land, such contribution to be used for the acquisition of facilities that serve the subdivision.

(c) Within the area within which the municipality intends to exercise its territorial jurisdiction as indicated on the planning area map, the county recorder shall not accept any plat for record without the approval of the planning commission.

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PC Meeting of 25 Jan 99

FAYETTEVILLE

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

CMN Business Park II, Phase II

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Dawn Warrick, Ron Petrie P.E.
DATE: January 21, 1999

Project: PP 98-12.00: Preliminary Plat (CMN Business Park II, Phase II, pp 173, 174) was submitted by Mel Milholland of Milholland Engineering on behalf of CMN Properties for property located south and west of Northwest Arkansas Mall. The property is zoned C-2, Thoroughfare Commercial, and R-O, Residential Office, and contains approximately 78.28 acres with 7 lots proposed.

Findings: This is the second phase of a commercial development south of the Northwest Arkansas Mall and north of the Fulbright Expressway. This project will connect Mall Ave to Van Asche and Steele Blvd to Shiloh Drive.

Recommendations: Approval subject to the following Conditions of Approval:

Conditions of Approval:

1. Planning Commission determination of the need for right-of-way dedication for the future "fly-over" as shown on the Master Street Plan. Staff agrees that the alternate "fly-over" as shown in Area "A" is acceptable. Staff has met with Dr. Bob Alquire and we are presently reviewing some alternatives to the existing traffic flow located to the south and west of this property. These alternatives will not affect the need for the "fly-over" in the future.

   Subsequent to the special P.C. meeting of January 15, 1999, several alternatives for at-grade crossings were proposed. A large size map of these alternatives will be available at the agenda session. The at-grade crossings would require the planned location of both Steele Blvd. and Mall Ave. to change so that intersections with Hwy 71B could be at right angles.

2. Planning Commission determination of the requested three variances.
   a. Defer tree replacement as a responsibility of individual tract developers.
   b. Request waiver of the Master Street Plan for the construction of Shiloh Drive across the southern boundary of lots 15 & 16. This is a continuation of what was approved for lot 7 in phase I.
   c. Request waiver to construct sidewalk on northern side of Shiloh Drive only. This is a continuation of what was approved for lot 7 in phase I.

3. The Developers have proposed a width of 36' for all streets in this development with the exception of a two lane bridge across Mud Creek. Staff recommends that this bridge also be three lanes with sidewalks on both sides paid 100% by developer.

4. Planning Commission determination of the requested contributions for off-site improvements. At the SDC meeting it was stated that the off-site contributions for the entire 309 acres are estimated at $134,000 - $140,000 and that 25% of this will be required for the proposed preliminary plat (phase II).

5. No building permits will be issued until a design theme for Commercial Design Standards has been approved by the Planning Commission (this may be accomplished by setting the theme with the first large scale development approval).

6. Sidewalk construction is to be in accordance with current standards to include driveway approaches and access ramps constructed to Ordinance #4005, Section §98.67, City of Fayetteville, Code of Ordinances. An inspection is required prior to the concrete pour. Driveway approaches shall be constructed of Portland Cement Concrete. Green space and sidewalk widths are to meet standards listed under construction notes IVA,B and C.

7. Plat Review and Subdivision comments (to include written staff comments mailed to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, TCA Cable)

8. All improvements shall comply with City's current requirements.

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

10. Preliminary Plat approval to be valid for one calendar year.

11. All proposed improvements are subject to further review at the time construction plans are submitted. All utilities will be located underground. Wider easements shall be required if the easement contains any other utility. Fire protection and fire hydrant locations shall meet the more stringent of the published water standards or the fire Chief's request. Steel encasements will be required for waterlines under box culverts, wingwalls, and retaining walls. The waterline is to be constructed 10 feet from any retaining wall footing.

12. The individual lot developers will be required to provide access to existing and new manholes. The minimum distance from the edge of the sanitary sewer line to the easement will be 10 feet. Wider easements shall be required if the easement contains any other utility or if the depth is greater than 10'. The existing sanitary sewer piers in Mud Creek will need to be reinforced. Sewer lines shall have steel encasements under box culverts, wingwalls, and retaining walls. The sewer line should be constructed 10 feet from any retaining wall footing.

13. The Corps of Engineer's approval will be required before any work is begun in the floodplain, floodway, or any wetlands contained on the site. The City of Fayetteville will not provide maintenance to the proposed channel. All bridge calculations will be submitted to the Engineering Department for review. Only the portion of Mud Creek immediately upstream and downstream of the proposed bridge will be rechannelized per the developer's agreement during Phase I approval.

14. The construction of Shiloh Drive on Lot 7 of Phase I will be constructed as a condition of approval for Phase II.

BACKGROUND:

The proposed preliminary plat is Phase II of the CMN Business Park II and contains approximately 78.28 acres with 6 lots proposed. The preliminary plat was reviewed at the December 16, 1998 Technical Plat review, the December 31, 1998 Subdivision Committee meeting, and at a specially called meeting of the Planning Commission on January 15, 1999.

Discussion included the trail location along Mud Creek and Master Street Plan issues, especially the fly over as shown on the Master Street Plan. As a result of the special P.C. meeting, additional review of possible at-grade crossings and elimination of the controlled access status of Hwy 71B from the bypass to Hwy 71B was promised. A tentative map of alternatives will be available at the agenda session.

The Subdivision Committee voted to forward the preliminary plat to the full Planning Commission subject to the discussed revisions.

INFRASTRUCTURE:

a) Water will be looped from future water along Shiloh Drive and Van Asche Drive in Phase I to the north along Mall Lane.

b) Sanitary sewer is available. Extensions will be necessary.

c) Streets. Refer to the conditions of approval as noted above.

d) Grading and Drainage. A preliminary plan and report has been received. A complete and final plan and report will be required prior to construction.

PLANNING COMMISSION ACTION: __yes__ Required
_____ Approved _____ Denied

Date: January 25, 1999

Comments:

_____

_____

_____

_____

CITY COUNCIL ACTION: __no__ Required
_____ Approved _____ Denied

Date: ___/___/___

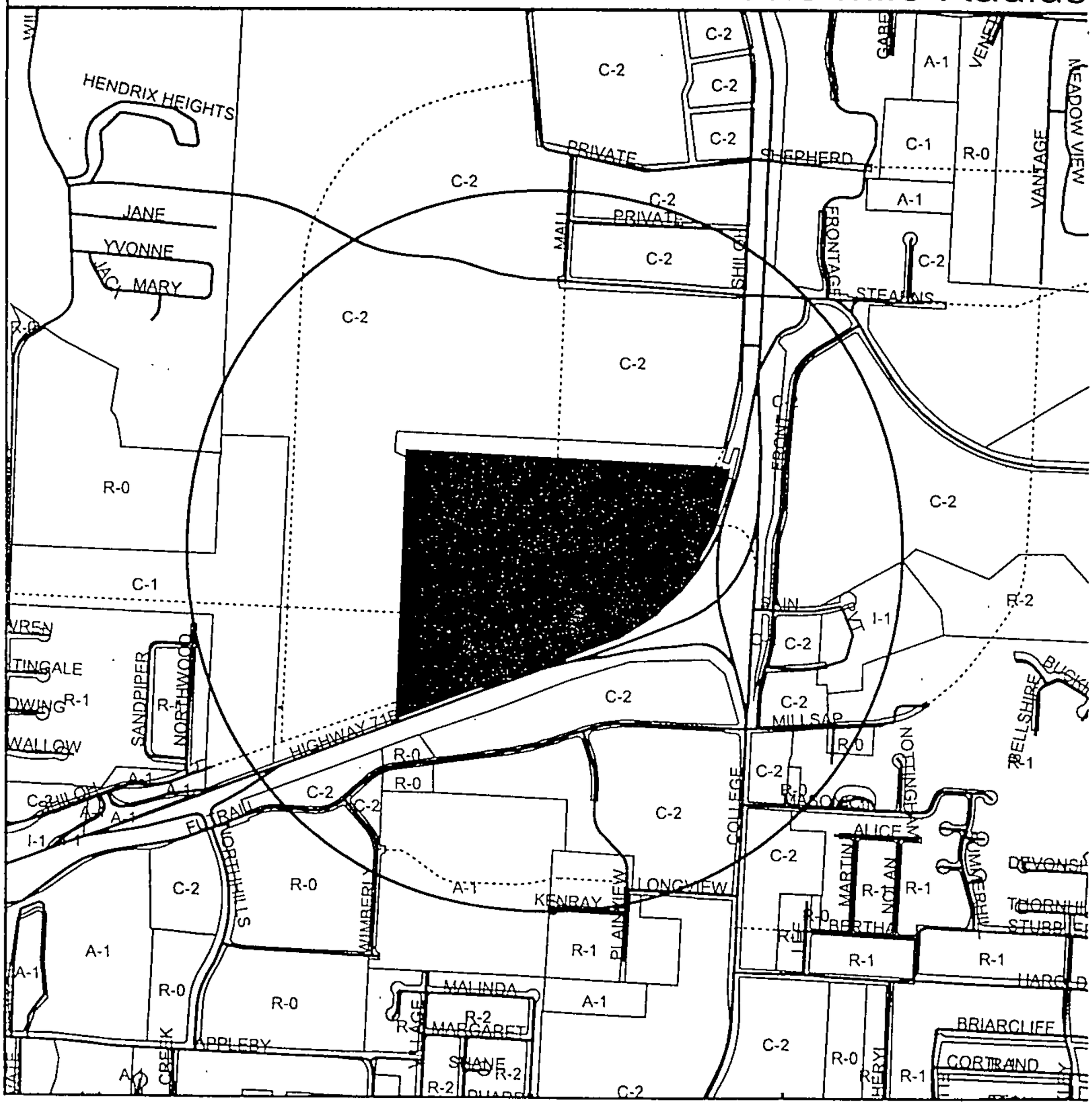
The "CONDITIONS OF APPROVAL", beginning on page one of this report, are accepted in total without exception by the entity requesting approval of this development item.

_____
by

_____
title

_____
date

PP98.00-12.00 - CMN Phase II - One Mile Radius



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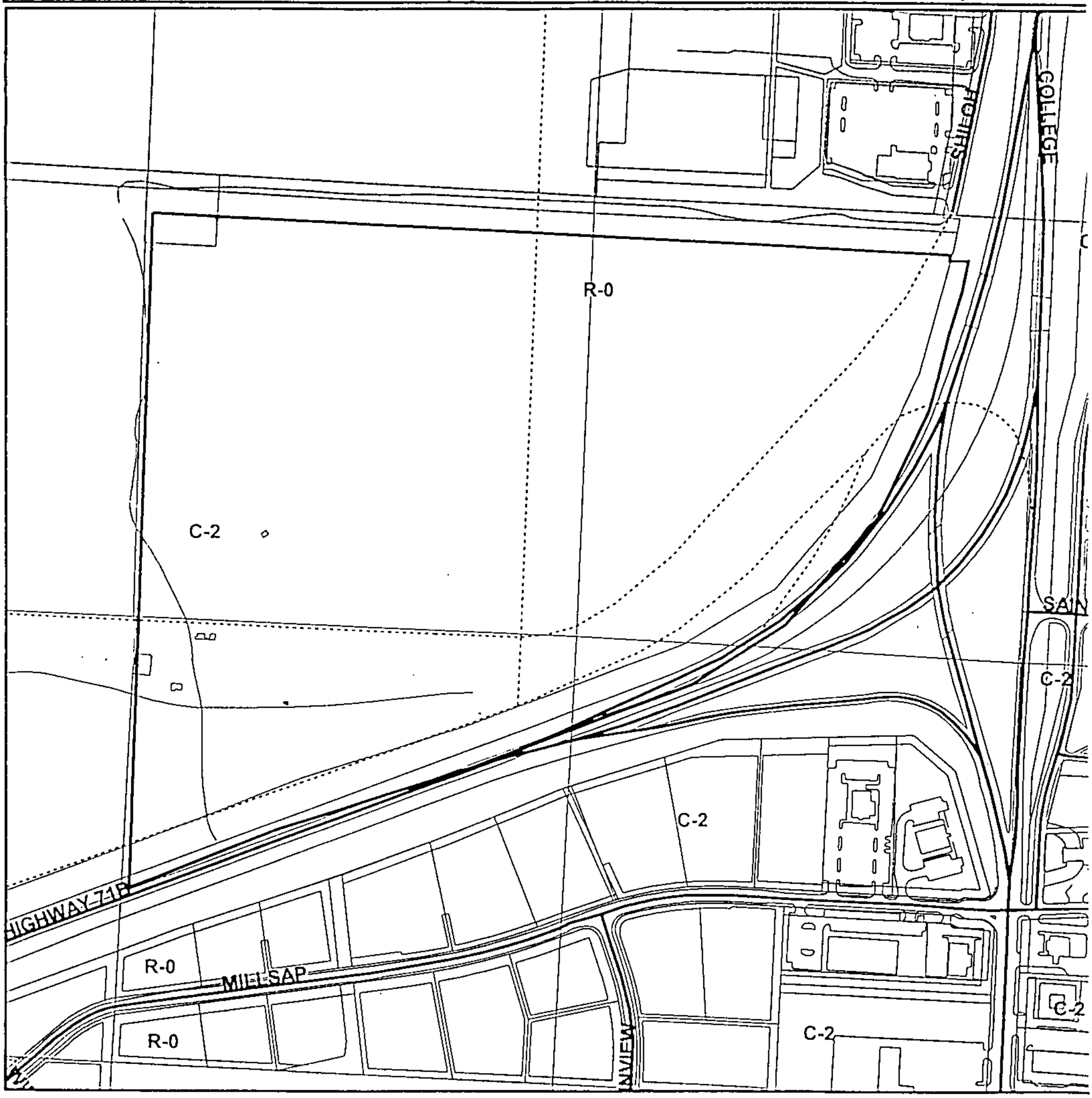
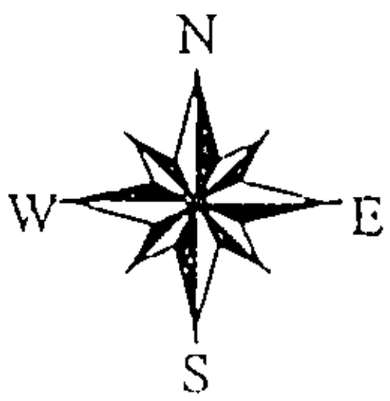
PP98.00-12.00 - CMN Phase II - Close Up





100 0 100 Feet

PP98-12: PRELIMINARY PLAT
CMN BUSINESS PARK II, PH II PP173, 174

This request was submitted by Mel Milholland of Milholland Engineering on behalf of CMN Property for property located south and west of Northwest Arkansas Mall. The property is zoned C-2, Thoroughfare Commercial, and R-O, Residential Office, and contains approximately 78.28 acres with 7 lots proposed.

Staff recommended approval subject to the following conditions:

1. Planning Commission determination of the need for right of way dedication for the future "fly-over" as shown on the Master Street Plan. Subsequent to the special Planning Commission meeting on January 15, 1999, the at-grade crossings would require the planned locations of Steele Blvd. and Mall Ave. to change so that intersection with Highway 71B could be at right angles.

2. Planning Commission determination of the requested three variances:

   a. Defer tree replacement as a responsibility of the individual tract developers.
   b. Request waiver of the Master Street Plan for the construction of Shiloh Drive across the southern boundary of Lots 15 and 16. This is a continuation of what was approved for Lot 7 in Phase I.
   c. Request wavier to construct sidewalk on northern side of Shiloh Drive only. This is a continuation of what was approved for Lot 7 in Phase I.

3. The Developers have proposed a width of 36 feet for all streets in this development with the exception of a two lane bridge across Mud Creek. Staff recommends that this bridge also be three lanes with sidewalks on both sides paid 100% by the developer.

4. Planning Commission determination of the requested contributions for off-site improvements. At the Subdivision Committee meeting is was stated that the off-site contributions for the entire 309 acres are estimated at $134,000 to $140,000 and that 25% of this will be required for the proposed preliminary plat (Phase II.)

5. No building permits will be issued until a design theme for Commercial Design Standards has been approved by the Planning Commission (this may be accomplished by setting the theme with the first large scale development approval.)

6. Sidewalk construction is to be in accordance with current standards to include driveway approaches and access ramps constructed to Ordinance #4005, Section §98.67. An

inspection is required prior to the concrete pour. Driveway approaches shall be constructed of Portland Cement Concrete. Green space and sidewalk widths are to meet standards listed under construction notes, IV A., B., and C.

7. Plat Review and Subdivision comments (to include written staff comments mailed to the applicant or his representative, and all comments from utility representatives.

8. All improvements shall comply with the City's current requirements.

9. Staff approval of final detailed plans, specifications and calculations for grading drainage, water, sewer, fire protection, streets, sidewalks, parking lots, and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval.

10. Preliminary plat approval is to be valid for one calendar year.

11. All proposed improvements are subject to further review at the time construction plans are submitted. All utilities will be located underground. Wider easements shall be required if the easement contains any other utility. Fire protection and fire hydrant locations shall meet the more stringent of the published water standards or the Fire Chief's request. Steel encasements will be required for waterlines under box culverts, wingwalls, and retaining walls. The waterline is to be constructed 10 feet from any retaining wall footing.

12. The individual lot developers will be required to provide access to existing and new manholes. The minimum distance from the edge of the sanitary sewer line to the easement will be 10 feet. Wider easements shall be required if the easement contains any other utility or if the depth is greater than 10 feet. The existing sanitary sewer piers in Mud Creek will need to be reinforced. Sewer lines shall have steel encasements under box culverts, wingwalls, and retaining wall footing.

13. The Corps of Engineer's approval will be required before any work is began in the floodplain, floodway, or any wetlands contained on the site. The City of Fayetteville will not provide maintenance to the proposed channel. All bridge calculations will be submitted to the Engineering Department for review. Only the portion of Mud Creek immediately upstream and downstream of the proposed bridge will be rechannelized per the developer's agreement during Phase I approval.

14. The construction of Shiloh Drive on Lot 7 of Phase I will be constructed as a condition of approval for Phase II.

Mel Milholland, Micki Harrington, Ernie Peters, and Jim Irwin were present on behalf of the preliminary plat.

Discussion

Milholland: The only condition that I can see that we might have a problem with would item 3. We desired a two lane bridge because there can't be any passing on it. The third land is basically a turning lane. What we want is to converge that into a 2 lane across the bridge and back out to 3 lanes on either side. We're coming up to Mall Lane which is an extra wide 2 lane. It varies from 30 feet to 33 or 34 feet. We originally proposed to go 2 lane all the way across the bridge and they came back and said they would like to have three lanes across those two lots and we agreed. We kept the 2 lane bridge. This is the first I knew that we were being asked to do a 3 lane bridge.

Odom: Tonight is not the first time you've heard that.

Petrie: That comment was made at the Subdivision Committee level.

Milholland: I had to leave that meeting early.

Public Comment

None.

Further Discussion

Odom: What is the plan for Mall Lane outside of this development? Will it remain 2 lane?

Petrie: It is my understanding that Mall Lane is approximately 33 feet in width and 2 lane is typically 28 feet. At this time, there are no plans outside of this development.

Odom: Why do we need a turning lane on the bridge?

Petrie: Primarily due to the configuration of the lots to the north and south of the bridge to provide stacking for any turning into these future developments.

Milholland: I understand what he is saying. We only have two lots there and we're coming off of a much longer distance from Joyce Street to the end of existing Mall Lane and there isn't any turn lane there. Continuity with that would be just going across the bridge and go into the three lanes. We wouldn't even have to put three lanes in front of the first two lots for turning purposes. If you had 3 lanes in front of the first 2 lots that you left existing Mall Lane, you would be better off with

what you have at Mall Lane now. That bridge is fairly expensive to building for a third lane and that's the reason it is one of the factors. We request that you give consideration to our request.

Odom: The flyover as shown on the Master Street Plan states that the staff agrees that the alternative flyover shown in Area A is acceptible. What is your position on the dedication currently of the right of way?

Milholland: We have consented to that.

Forney: As I look at the plat, I see two different options. One is Area A and the other is Area B. What you have consented to is the dedication of the right of way for Area A.

Milholland: At our special meeting, Mr. Venable concurred with that and Mr. Beavers is here to speak for himself. Staff also concurs with that.

Forney: We discussed this at length at the agenda session and I don't think I will be voting in favor of a plat that is limited to Area A. I think we need the flexibility allowed by the Area B dedication. The Area A dedication seems to require that the right hand exit off of North College Avenue span over Sain Street. It will be elevated at that point and I fear it will create visibility problems for the properties along the Frontage Road. While I know there is the argument to be made that a left hand exit is not as ideal as a right hand exit, I see them all the time. We have a substantial one taking you from Highway 71 Bypass on up 71 towards Springdale as a for instance. I don't feel that is a compelling argument. We need to retain our flexibility on that issue with this plat.

Johnson: Regarding the at grade intersection, where did that wind up? It could be accomplished by down grading 71 Bypass at both Mall Lane and Steele Avenue.

Little: Mr. Beavers, are you going to address us on the at grade intersection or do you want me to try and do that.

Beavers: This morning, Mr. Milholland and myself along with Alett Little and Ron Petrie and Mr. Venable met and went over this project.

Johnson: There were some Commissioners who were unable to be present at the Agenda Session. We had before us a couple of drawings that Dr. Alguire had prepared at our request showing a couple of at grade intersections at Mall Lane and Steele Avenue with what is now the Bypass. It seemed to most of us that those might be promising and that they might be beneficial to traffic flow in the area to allow traffic to get across the pass as Mr. Estes had talked about a few months back but also very beneficial to the applicant to get people in and out of their property. Mr. Milholland joined us at the Agenda Session.

Little: At Agenda Session, we did have a pencil sketched drawing from Dr. Bob Alguire. He had met with staff and proposed to us a number of at grade intersections. Let me explain what at grade intersections are. As you know right now, that portion of the Bypass which leaves the Bypass as it goes to Springdale and the portion of it that comes into Fayetteville, is also a controlled access highway. This means that there can only be access to the Highway by interchanges where people are allowed to merge in. An at grade intersection simply means there is no merge lane and generally it is controlled with a traffic signal. The areas that we talked about having at grade intersections were at Northhills Boulevard or as an alternative to Northhills, Wimberly Drive which is the other side of the medical park. The question that we talked about there is how we would tie into Steele Boulevard. It would be most helpful if we had a way to have a four way interchange and be able to cross completely across the Highway at that point. At this point, the decision to put it at Northhills or Wimberly Drvie, we tentatively made a decision that we would like to see it at Northhills Boulevard. There are two factors that go into that. One is the developer much prefers the alignment with Northhills Boulevard. The reason that is they have a substantial investment in Lot 7 and they have a buyer for Lot 7 that if we have to move Steele Boulevard over to coincide with Wimberly Drive, that it would impact the configuration of that lot. We are looking at Northhills. The other reason we are looking at Northhills is that Northhills does go through to Appleby Road, whereas Wimberly Drive terminates at Monte Painter before you get to Appleby. Northhills will get you twice as far. The other areas that we talked about at grade intersections were at Mall Lane as it nears the Bypass and that would affect only the west bound lane of that road. How would we do that? First, the control of the Highway would have to be given back to the City of Fayetteville, not only by Arkansas Highway and Transportation Department but the Federal Highway Administration. It is a two fold request that the City will have to carry forward in concert with the developer. This is not the first time that a control access highway change to a limited access highway has been requested. I was present when Mr. Venable made a call to AHTD and asked Bob Walters their Chief Engineer if this might be conceivable and he said no. I believe it is an important thing for the Commission and the City to carry forward and support. The reason is because you turned down Phase I of this particular development because of your concerns about ingress and egress and managing traffic. I believe it is a really good way to address your earlier concerns. Mr. Beavers will have to design the road intersections to such a point that the Highway Department can talk to us about that. He estimates that will take over a month to do. This is not a short time process. We require additional information and Mr. Peter's is being contacted about traffic counts and dispersement of traffic or which way the traffic would go if these additional openings were allowed. I believe we have his concurrence and also the developers concurrence that the information will be provided to the City so this may go forward. We expect that we could have the answer and this is based off information from Charles Venable to this question in about a year. We understand it would be a question that would take some time to solve but it's not something that would be indefinitely postponed. We should be able to get an answer to it.

Odom: So what do we do now to address it.

Little: I think we ask the developer to assure us they will make every effort to align Steele Boulevard to Northhills Boulevard.

Milholland: What we agreed to at the end of the agenda session and also at the meeting today with staff and Mr. Venable was to leave Lot 6 which is the southwest corner lot of Phase I that abuts Fulbright on the south and Steele Boulevard as approved on the east and leave that off of the market for a year to give the City time to pursue this and see if the Highway Department and the Federal Highway Commission would release access to the City where they could cross there. We are offering to cooperate to that point by taking it off the market. As far as Steele Boulevard as approved, we have a tremendous amount of effort and money invested not only by my client but by the buyer on several lots in Phase I that have a time frame. If that is not met, all the effort and money is down the drain. We hold to our position that we would have to access through Steele Boulevard and Shiloh as they are. If something miraculously happens, we are open to alternatives. We aren't going to build that street and put in curb and gutter on it tomorrow. We have a bridge we want to build across the creek starting around the first of June. We have to have at least the dirt work done down to the bridge and in the later part of the summer or early fall, we would be completing the street by paving, curbing, and guttering. We are willing to work as far as we can and take that one lot off the market so it could be an open door there. By the end of the summer, I hope we can have an answer from the Highway Department whether they will limit access or not. If it happens, we start planning how to do it. Ernie Peters and Mr. Venable talked today and they feel it will take time before the State and Federal Highway Department will provide us with an answer. I would like to address the issues of Mr. Peters working with Mr. Venable and getting the Highway Department the needed materials. We have to keep our commitments to our clients and the potential buyers or we'll loose all the momentum.

Tucker: You're only giving 12 months time period on this? What if the process is still moving along after the 12 months?

Milholland: 12 months is quite a length of time. We are willing to be cooperative and I think we would look at it again if there was no answer at the end of the time period.

Tucker: It sounds optimistic to me in terms of dealing with two bureaucracies.

Odom: They have an approved plat and they are willing to take one of the lots off of the market for one year. I think they are making a good business decision.

Milholland: I think it was requested that we work with the City and try to come up with a solution. First we have to find out if it can be done through the Highway Department. We have 12 months to work with you and see if we can do that.

Hoffman: Lot 6 will also have to process a large scale development. A year is fine with me. I think that is quite generous.

Milholland: We do have someone very interested in Lot 7 and they have spent money in planning for that.

Odom: Mr. Peters, were you going to study the connection from Steele Boulevard to Monte Painter Drive at one point?

Peters: In the study that we did as part of Phase I, we suggested the prospect not of an at grade crossing from north to south but rather a diamond interchange at that location. That may not be feasible but we feel there is promise as suggested by Dr. Alguire that it would be feasible at grade if we get some cooperation from the State and Federal Highway Administration. It could be a real possibility. The City has indicated that could take place within a year. I think six months is probably realistic. We've recently done a similar study for breaking controlled access on an Interstate facility in Little Rock. It's been about a six month process. The State and Federal Highway Administrations have some very strict guidelines that have to be complied with in terms of what is studied and the issues that are addressed as well as the impact on the entire street network. It's not an easy process but it's one that we would look forward to working with the City on.

Little: One of the concerns that we had earlier this morning was the location of Mall Avenue as it is presently planned in this Phase wouldn't meet the 1,000 feet criteria that we think exists for the Highway Department. Do you know anything about the 1,000 feet criteria?

Peters: What I think you're referring to is the 1,000 feet separation between major intersections on a limited access facility. It is now a controlled access facility and there is only access at interchanges. If it is downgraded to a limited access facility then you limit the number of access points. I don't believe that between the Gregg Street and the railroad overpass to College Avenue that there is really room for any more than one at grade intersection. From the preliminary look that I have given to it indicates that Steele Avenue along with Northhills is probably more likely than any kind of Mall Street connection across to the south.

Forney: When you say that it can only handle one, are you talking about a cross intersection? Our discussions of Mall were only discussions of connecting to the west bound lanes. Would that allowed with a second full crossing intersection at Steele and Northhills? Some of the Commissioners were not present at Agenda Session where these maps were presented. We did not discuss Mall having a full crossing which could take you to the south side of what is now the Bypass. We only discussed a "T" connection at that point. The only place that we considered a full crossing from north to south was either aligning Steele with Northhills or Wimberly. So, what about one full intersection and second "T" connection.

Peters: I don't think that should be ruled out. I think Mall Lane perhaps could be a west bound right turn and the south bound to west bound right turn or a right in/right out and not permitting any left turns at that location. That will need to be looked at as a part of the overall study that the Highway Department will expect to be done for any change of the access control.

Forney: One of the reasons I have trouble with the one year period is that this looks to me to be the best potential solution to the access issues. I think this has real benefits for the developer but, I'm not sure the developer feels that way. If the developer does, then the one year is plenty of time as long they recognize the benefits and they are willing to give this time. Is this a viable solution for access to property north of the Bypass?

Peters: We aren't making the decision whether the Highway Departments will grant a change in control of access. I think there is sufficient cause to believe if they are presented with enough complete information it is not a bad engineering decision to do so. I don't think Dr. Alguire would have suggested it if it was ill founded. I think it worthy of pursuit.

Forney: Do you think it will help access?

Peters: I think there is benefit to this property and I think there is a lot of benefit to the entire city. It makes a more complete network of the street system. Particularly where we lack north/south routes across the expressway facility. That is an obstacle, the same as a river would be.

Odom: What is staff's opinion of the waiver requests for A, B, and C under item 2?

Petrie: Staff supports all three waivers. Primarily because they are in line with what was requested in Phase I as approved by the Council.

Estes: When we first considered this in a rezoning, Mr. Peters and I had a good discussion regarding moving traffic in and out of the south part of the development. I appreciate what is being done with regard to Lot 6. I thank the developer, the applicant, Mr. Peters, and Mel for agreeing to work with the City staff in getting together the information that we need. This will be a herculean task to approach both a State Agency and a Federal Agency.

<u>MOTION</u>

Mr. Estes made a motion to approve preliminary plat 98-12 with the amendment to the first condition of approval, the second sentence to read, "...the alternative flyover as shown in Area A or B is acceptable."

Odom: I think we have to make a choice.

Forney: We're talking about right of way dedication.

Odom: You have to stay with one or the other.

Forney: Area A is limited and Area B is more substantial. They have total acreage for Option A is 1.65 and the total for Option B is 4.62.

Estes: I was trying to leave an option open and accommodate Commissioner Forney's comments because I agree that A could cause a problem.

AMENDMENT TO MOTION

Mr. Estes made an amendment to the motion for the second sentence to read, "...the alternative flyover as shown in Area B is acceptable." Further, the motion will grant the three waivers requested and is subject to all other conditions of approval.

Mr. Hoffman seconded the motion.

Further Discussion

Johnson: What is the effect of the motion on our discussion about Mall Avenue? What does that do to Mall Avenue having a "T" intersection with the Bypass. If we want to hold that open, the motion should address that.

Hoffman: If you're referring to the distance necessary to slow down from the flyover to get to Mall Avenue --

Johnson: No. On the plat as we are considering approving it, Mall Avenue only connects with Shiloh and if we would want to keep that open our motion must address a plat that would show Mall Avenue "T"ing in the Bypass.

Petrie: It is my understanding that right of way is there.

Odom: I don't know that as a part of a preliminary plat we can require the developer to cooperate on efforts and how we would form that motion.

Johnson: I think our Minutes must reflect what we are anticipating.

Milholland: Earlier I made a comment that we concur with these conditions and my client was willing to cooperate with the City by holding onto to Lot 6 in Phase I. My comment was in

conjunction with the conditions of approval. We have had the staff, Mr. Venable, Mr. Beavers, and Dr. Alguire all say Option A was safer and it is acceptable. Staff recommends it. My client has concurred with that along with holding onto to Lot 6. However, we do not concur with giving Option B.

Odom: I understand.

Milholland: They both have the same design criteria.

Odom: I agree.

AMENDMENT TO THE MOTION

Mr. Odom made an amendment to the motion to allow the flyover as shown in Area A as opposed to Area B.

Mr. Shackelford seconded the motion.

Further Discussion

Odom: We can vote on the amendment first. It is for the reasons that Mel stated that I support using A as opposed to B. Staff has not said that B is preferable to A.

Hoffman: I can understand the benefits to all for Area A. However, if we connect to that and not Area B, we then do tremendously effect the businesses on Front Street in a way that I'm not sure of. I would merely prefer to keep our options open and I realize that it is a greater dedication of right of way from your project. I don't take that lightly. But I also do not take lightly the rights of the businesses on the other side of the street. For that reason, I would not vote in favor of the amendment.

Forney: That is also my reason for concern. We have heard from staff and we've heard from professional engineers on this subject. I understand that a right hand exit is preferable, but I know that left hand exits are possible. If the right hand exit did not have what I view to be a substantial impact on other property which we must consider in this process. I hate to see this developer have to give up more right of way to accommodate it. It is also worth considering, depending on what connections we get at Mall Lane in the future, there is some discussion that the flyover will not take place. Perhaps we'll find that we don't have traffic problems and that could be redeeded to the property owner. To commit to a design scenario that has such a substantial impact on the properties east of College Avenue is short sighted and unfair.

Shackelford: We had discussed earlier the difference in Option A and Option B and one of the major areas of concern is the affect it has on Sain which I believe would be the cross street to get on Front Street to where people could still get to those other businesses. Would Option A in any way deter or interfere with that cross from Sain to Front?

Milholland: It can be designed with no left turn arrows.

Shackelford: Would it be up high enough that you could have traffic underneath it and still have frontage.

Milholland: It would not require movement of Front Street.

Tucker: I need clarification from Commission regarding their objection to Option A. Is it the safety issue or a visibility/economic issue for the existing businesses there?

Hoover: Coming from a city of many spaghetti balls which it looks like this is what we are creating, when you do this you are creating a barrier to those other business and when it approaches the flyover, there will actually be like a berm of dirt before it opens underneath and is supported by columns or pilasters. If you have been to any large cities, you see what this area is like which is basically a no man's land. No one wants to have property there other than to use it for extra parking. That's not very attractive and it's not conducive to businesses. I was for alternate B having it pulled over to the west side in order to concentrate that in one area.

Hoffman: Is it possible to increase the radius on Area B and decrease the speed? Could we start it off to the left and take less of your property? We've talked the radius.

Milholland: Both options are designed with exactly the same degree of curvature.

Hoffman: Is it possible to decrease that degree of curvature on Area B.

Milholland: You have to have the same degree of curvature.

Tucker: Your answer would still be the same if speeds were reduced?

Milholland: That is the minimum degree of curvature. Area A is safer. You will not affect the traffic going from this road north of those business to the right.

Hoffman: It is possible to pull A over as it exits to the right so a no man's land is not created. Can the road stay one piece until it turns.

Peters: We're not here to design this tonight. I think what Mel has done is to take the middle ground between Front Street and College and say he can build his exit in here. Should that move westward to more closely align with College, it would probably take a retaining wall. It would be higher cost construction. Physically it could be done so as not to encroach so far to the east.

Forney: I don't think that would increase the visibility issue. It will make a more dangerous situation for people who are trying to make a right hand turn from the bank and go north on to College Avenue. You're talking about moving an opaque embankment right up against a 55 mph three lane road. I think we want to maintain our visibility there. One reason I don't much like creating an overpass there is because we are going to have people pulling up, looking around at fast traffic where as now we enjoy open visibility at that point.

Irwin: We aren't saying this absolutely has to be done. All we're saying is we're willing to cooperate and give this land for future consideration on behalf of the State, Federal Government, and the City to all work together to try and make something. We're also open to working on the at grade intersection and a connection to Mall Avenue.

Odom: We're talking about dedication of right of way, not building it. The developer has expressed a willingness to work with us. I think it is a great compromise.

Johnson: Let's amend condition 1 in the second paragraph to deal with this work toward getting these connections:

> "The applicant will work with the City to attempt to gain approval of the State and Federal Highway Authorities of an at grade, west bound intersection connection Mall Avenue with Highway 71 Bypass. The applicant has also agreed to work in the same way to gain approval of an at grade intersection of Steele Avenue with Highway 71 Bypass connection with Northhills Boulevard and to that end will take Lot 6 in Phase I off the market for one year for this purpose."

Odom: Are you okay with that language?

Milholland: I don't have any problem with that.

Harrington: Does this tie in any further with the flyover? I don't want this to have anything to do with an Option B.

Odom: I will incorporate that into my amended motion which incorporates Area A and not Area B.

Johnson: This part is not relevant to the flyover. This is only to make a record of what we are trying to do.

Harrington: I'm just trying to think how this all ties together and I don't think anybody disagrees with anything you have said but there is a concern that taking a lot of an approved plat is a huge concession. I understand everyone feels it is a fair concession and I think the applicant is okay with that. If this B ends up being a requirement, then that puts a question as to the Lot 6 issue. So it depends on how you tie the rest of the motion together. I certainly would support Conrad's proposal.

Forney: Sain ends after 200 or 300 feet; however, that is not a cul de sac. That can't be potentially continued. Is that correct? Should we anticipate further development and lengthening of Sain?

Little: The Master Street Plan calls for the extension of Millsap. Sain is probably a better alternative simply because of the large hill that Millsap would have to come down. If we could have both, that would be great. Sain is a private street. We understand from the owners of the property to the east, that they think the extension of Sain is a really good idea. We agree. You should leave open the opportunity to extend Sain.

Beavers: Could you request that Mr. Milholland and Mr. Peters provide whatever traffic studies are deemed necessary to the Federal, State and City governments.

Johnson: Are they willing to do that?

Milholland: To see if they will give us a limited access rather than controlled access. I feel that the minutes of the meeting should carry enough weight with our proposed commitment on Lot 6 that it should not have to be a part of the leverage of the motion.

Johnson: I don't intend this motion to do anything other than to make it of record because memories fail. So, if you want it somewhere else, fine. I understand that Lot 6 has been approved on a previous plat and we really have no recourse since it is an approved lot.

Milholland: It is an approved plat and we are telling the Committee that we will do it and I don't see leverage against us to do that.

Harrington: If you will read the motion back so we can hear how it all turns out here so that nobody looses the thread. Given what Phyllis just said regarding Lot 6, if the A flyover reservation is what is chosen, we are okay with it being in motion.

Hoffman: It seems to me, we're trying to micro design something and we're not suppose to be

doing here at plat approval. I just want to make sure that we keep our options open. If B is proved later not to be acceptable, I don't see why it couldn't be brought back to us at that time.

Odom: You're tying someone's hands for 20 years with a possibility that may or may not happen.

Hoffman: I think it was more like 6 weeks.

Shackelford: Do you know approximately the distance in feet we're talking between Option A and Option B?

Milholland: It's on your plat. The Area A is .49 acres and Area B is 3.8.

Little: The scale is one inch equals 200 feet, so by eye, it looks like 3/4 of an inch so that would be about 150 feet.

Shackelford: So we're talking about moving a road 150 feet.

Irwin: We agreed to dedicate the land and to think that we are dedicating 3.5 acres on the corner not knowing if it will ever be used seems a little bit excessive. If the Federal Government and the State comes back and says that they absolutely, positively have to have more land, then at that point, they come in and acquire it through the condemnation process or the negotiation process. All we can do at this point is to agree to go ahead and dedicate the land and I hate to give 3.5 acres of land and not know if it will ever be used or not. We started this process off thinking that we could all work together to get this accomplish.

Hoffman: We had a great deal of discussion in the special meeting about the use of the land could be used for a parking lot and so on. At the very end, Dr. Alguire did say that for some consideration of a lease you can use the land until such time that construction is imminent.

Irwin: No one would come in and buy the land in anticipation of it being used for another purpose. It would take away from the value and uses of the property.

Peters: All of the engineering minds that have looked at Option A and Option B, including Dr. Alguire, Charles Venable, Jim Beavers, Mel Milholland, and myself, all are in agreement that Option A is the better alignment. It has not been designed at this point. It's a schematic layout. We believe it's very feasible and would adequately serve the intent of the flyover as shown. To try and anticipate some other design such as Option B that requires considerably more right of way, this doesn't hold wisdom.

Johnson: The reason I don't think we should push for the larger land dedication is that we are faced with the present status of the Highway Department who feels it's not need, they won't pay for, and we won't build it. The applicant knows this as well as we do. None of us has ever thought this would built anytime soon, if ever. It seems to be that if it ever is built, the City will pay for it. In light of all of this and the applicant's willingness to cooperate, I think we're being unrealistic to ask for Option B.

Roll Call on the Amendment to the Motion

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

Further Discussion

Estes: Was there an amendment to that motion by Commissioner Johnson?

Odom: No. If you care to offer an amended motion, you can do that. However, I don't think we can as a Commission request someone to take an approved lot off the market against their will. That is up to the applicant.

Little: With regard to taking Lot 6 off the market, I think that the Planning Commission finds itself in the unfortunate situation of having to deal with a previous approval by the City Council during a zoning action. The City Council agreed to allow this applicant to sell lots and put the money in escrow to pay for Steele Boulevard. That is a condition that no other developer in the City of Fayetteville has ever enjoyed. Every other developer in the City of Fayetteville has to complete their final plat and complete all their work before any of their streets are available. That's the situation the Planning Commission is in. The fact that the applicant agrees to take Lot 6 off the market is admirable because they do have this agreement with the Council. That is to be commended. On the other hand, they have a whole lot more freedom than any other developer has so the point of asking them to give up a lot is not unreasonable either.

Odom: Can we require it?

Little: No.

Estes: If we were to not approve preliminary plat 98-12 this evening, would that allow the applicant to come back in some period of time?

Little: They could come back at any time.

Estes: So if we were to decline to approve the preliminary plat this evening, the applicant could come back tomorrow?

Little: I remember the last plat that the Planning Commission denied. I remember it was denied because you had questions about ingress and egress. I remember it simply went to the Council on appeal and the Council approved it. Now, I think we find ourselves in the same situation on Phase II. We don't have the answers on ingress and egress that we need to do the work. If you don't feel like you have the information to make the decision, I'll recommend that you table it.

Hoffman: If we were to approve this plat with Area B, which I would very much like to do, could that portion only be subject to some discussion at the Council?

Little: Any applicant that brings you a plat has the ability to appeal your decision to the City Council. They can appeal your whole decision. They can appeal part of your decision. They appeal the decision and when they get to City Council they talk about other things that they didn't appeal. I think you certainly may do that and they certainly have the right to appeal it.

Forney: I am concerned about the two lane bridge issue. We have a wide road that narrows to a bridge that seems from a safety standpoint as perhaps not the best possible arrangement. I need assurance that is a good idea.

Odom: The current motion requires that they build a three lane bridge.

Johnson: I don't think you can tell that from the record.

Forney: I'd like to clarify that. On the subject of the rearrangement of Steele Boulevard, I like the effort that Commissioner Johnson made to try and clarify what would happen. I don't think we have much force in this at all.

Johnson: I didn't intend any force. It is only for purposes of the record it is not intended as a condition of approval.

Irwin: We're all for the at grade crossing at Northhills. Where we get killed is the corner. You're taking a piece of which half of it is in the flood plain anyway and you're taking 3.5 to 4.0 acres off the front and we're leaving a narrow strip that would make the entire 20 acres unusable. I have requested that rather than dedicating land, lets just restrict the land and find out what is needed later on then we could talk about it. My client has not agreed with this. We could say we wouldn't build any buildings on it and a future buyer would only be buying vacant land. Your asking us to give the land today without anybody knowing how the interchange will be designed. We're taking staff recommendation that Option A is the best way to make a flyover work, we have agreed to work

with you and provide the necessary studies for access control and work with you on the at grade intersection, and work with you on the Mall Lane intersection. I think this is a package deal and it benefits everybody. We want to move this forward.

Milholland: I was asked by Alett after the last Planning Commission meeting to determine how to get the flyover in. I was assuming you were wanting professional advise. Mr. Venable is retired from the Highway Department and he is a qualified engineer. Mr. Beavers has worked on highway bridge design and I understood you wanted us to give you some type of solution and we did and all the professionals agreed to Option A. I also was called during your Agenda Session and I had been in a meeting with my client in Springdale all day. I drove here at your request to discuss this issue. Before we left, it was asked by one of the Commissioners if we could cooperate with the City in trying to find another access even through it did not touch Phase II. I talked to my client that afternoon and my client concur they would hold Lot 6 for 12 months. I don't know what you're looking for.

Odom: It is the decision of the Commission to move on with the Option B and it is within the right of the Planning Commission to make that determination based on the alternatives. Mr. Estes we need you to clarify your motion.

Estes: That is to approve preliminary plat 98-12, line two of the first paragraph of the first condition of approval...

> "the alternative flyover as shown in Area B is acceptable."

The requested three variance in paragraph two would be granted and approval is subject to all other conditions.

Odom: Regarding Item 3, the staff's recommendation was that the bridge also be three lanes with sidewalks on both sides paid 100% by the developer.

Estes: Yes, it would include condition approval 3.

Shackelford: The offer to keep Lot 6 off the market is that worked into this motion in any way.

Odom: That is not a part of the condition of approval. I would be hopeful that there would be further discussion regarding the at grade intersection at Northhills.

<u>Roll Call on the Motion</u>

The motion passed with a vote of 6-2-0. Commissioners Odom and Shackelford voted against the

AGENDA REQUEST FORM

XXX AGENDA REQUEST, City Council meeting of February 16, 99

FROM: Don Bunn (Name) Public Works Admin (Division) Public Works (Department)

ACTION REQUIRED: Approval of Amendment No. 1 to the Interlocal Cooperation Agreement with Johnson for Clear Creek Bridge construction costs and the approval of the cost sharing amount of $185,000 plus a contingency of $$35,000.00.

COST TO CITY:

$ $220,000.00 Cost-This Request	$ 220,000.00 Category/Project Budget	Bridge/Drainage Imp. Category/Project Name
4470 9470 5817 00 Account Number	$ -0- Funds Used To Date	Program Name
97040 Project Number	$220,000 Funds Remaining	Sales Tax Fund Category

BUDGET/CONTRACT REVIEW: XX Budgeted Item ____ Budget Adj. Attached

Budget Coordinator	Date	Administrative Services Director	Date
Accounting Manager	Date	ADA Coordinator	Date
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommends approval of the Interlocal Cooperation Amendment and approval of the cost-sharing amount of $85,000 plus a $35,000.00 contingency.

Division Head	2/12/99 Date	Cross Reference
Department Director	Date	New Item: Yes No
Admin Services Director	Date	Prev Ord/Res #:
Mayor	Date	Orig Contract Date: 8/30/96

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

February 10, 1999

To: Fayetteville City Council

From: Don Bunn, Ass't Public Works Director

Subject: Proposed Cost Sharing
Clear Creek Bridge Reconstruction
City of Johnson, Arkansas

Attached is a letter from Richard Long, Mayor of Johnson, requesting assistance from the City of Fayetteville in paying the local share of the cost of widening the Clear Creek Bridge on Wilkerson Street just north of Joyce Boulevard. The construction work involves the replacement of the existing one-lane bridge to four lanes plus the construction of four lane approaches on either side. The approaches on the south side will tie into the intersection of Joyce Boulevard. This will provide four lanes from just south of the Mud Creek Bridge to a point north of the Clear Creek Bridge. The attached plat shows the bridge and its relation to the recently extended Joyce Boulevard and the Mud Creek Bridge widening project.

A proposed amendment to the Interlocal Cooperation Agreement with the City of Johnson is being prepared by the City Attorney and will be presented at the Council Meeting. That amendment will provide for Fayetteville and Johnson to cost-share the expenses involved in the construction of a new bridge and approaches on Wilkerson Street on Clear Creek as requested by Mayor Long.

Background

When the City of Fayetteville planned for the extension of Joyce Boulevard from Spring Park Subdivision west to Wilkerson Street in Johnson it was recognized that traffic both to the north and to the south on Wilkerson Street would be increased to a significant degree. It was clear that the increased traffic on Wilkerson Street would have a severe impact on two one-lane bridges. One was located south of the proposed intersection of Joyce and Wilkerson on Mud Creek in Fayetteville. The other one-lane bridge was located just north of the proposed intersection on Clear Creek in Johnson.

The City of Fayetteville took steps early in the process to place the Mud Creek Bridge in the State's bridge replacement program and that work was completed this past December. At the same time steps were taken to place the Clear Creek Bridge in the State program also. Because of the direct impact that traffic from Joyce Boulevard (and thus from the entire commercial complex in the area) and because of Johnson's limited financial resources, the City Staff made a commitment to aid Johnson financially and to present a proposal to share in the cost of the bridge replacement to the Fayetteville City Council.

A total of $83,000 was approved as the City's share of the Clear Creek Bridge Replacement as part of the 1996-2000 Capital Improvement Program. The expenditure was scheduled for 1997. In the spring of 1996 the Highway Department asked Johnson for a $25,000 deposit so that preliminary engineering could started on the Clear Creek Bridge project. In August of 1996 the Council, at the request of Johnson, approved the payment of $20,000 to go toward the required deposit amount while Johnson paid the remaining $5,000. The Council also approved the execution of an Interlocal Cooperation Agreement between Fayetteville and Johnson which provided for the joint expenditure. The Interlocal Agreement was signed on August 30, 1996. In addition, the Council indicated that at the proper time they would consider contributing to the local share of construction costs with the exact amount depending on Johnson's financial capabilities.

The amount budgeted for the City's share of the Clear Creek Bridge Replacement was increased to $220,000.00 in the 1997-2001 Capital Improvement Program. That amount has been carried forward since then and remains obligated toward the Clear Creek project.

In July of 1998 the Arkansas State Highway and Transportation Department notified Johnson that plans for the project were 50 percent complete and indicated that the estimate of engineering and construction costs for the project was $1,500,000 and that the local share would be 20%, or $300,000.00. They also indicated that right of way and utility relocation costs would be a 100 percent local responsibility.

The Highway Department has notified the City that the detailed plans for the widening are complete and that the project will be bid in May 1999. Right of way acquisition is complete and the and the $80,000 acquisition expense has been paid by Johnson. Johnson is also committed to pay the $5,500 cost for utility relocations.

Basis for Cost Sharing:

The rationale for sharing the cost of widening Clear Creek with Johnson has been based on the increase of traffic across the bridge caused by the intensive development south of the mall and on the inability of Johnson to pay for 100 percent of the necessary improvements. Traffic studies and counts have been made which indicate that a large share of the traffic going north on Wilkerson can be attributed to the development of Spring Park Subdivision and that the further development of the Steele property will add to that traffic load.

Prior to the opening of Joyce Boulevard through to Wilkerson Street, traffic counts indicated an average traffic count in the vicinity of Clear Creek Bridge to be 3600 cars per day. Recent counts of traffic on Wilkerson north of Joyce has shown more than 6,800 cars per day. Peters and Associates projected the 2019 traffic count of 16,000 vehicles per day.

A division of costs between Fayetteville and Johnson can be based on the following assumptions:

1. That it is reasonable to base the split in costs on the projected traffic counts over 20 years.

2. That the traffic counts prior to Joyce Boulevard Extension represent the base traffic on Wilkerson Street and, as such, can be projected to indicate the 20 year base traffic count. Using 2% per year as the growth rate of the base traffic, the 20 year traffic count would be 5,350 vehicles per day.

3. That the difference between the projected base traffic counts and the 20 year projection by Peters and Associates fairly represent the added traffic on the street caused by the Northwest Arkansas Mall, Spring Park Subdivision, and the Steele properties. Peters and associates projects a 20 year count of 16,000 cars per day.

Based on the above assumptions, Fayetteville's share of the construction cost would be:

100(16,000 vpd - 5350 vpd)/16,000 = 67 percent

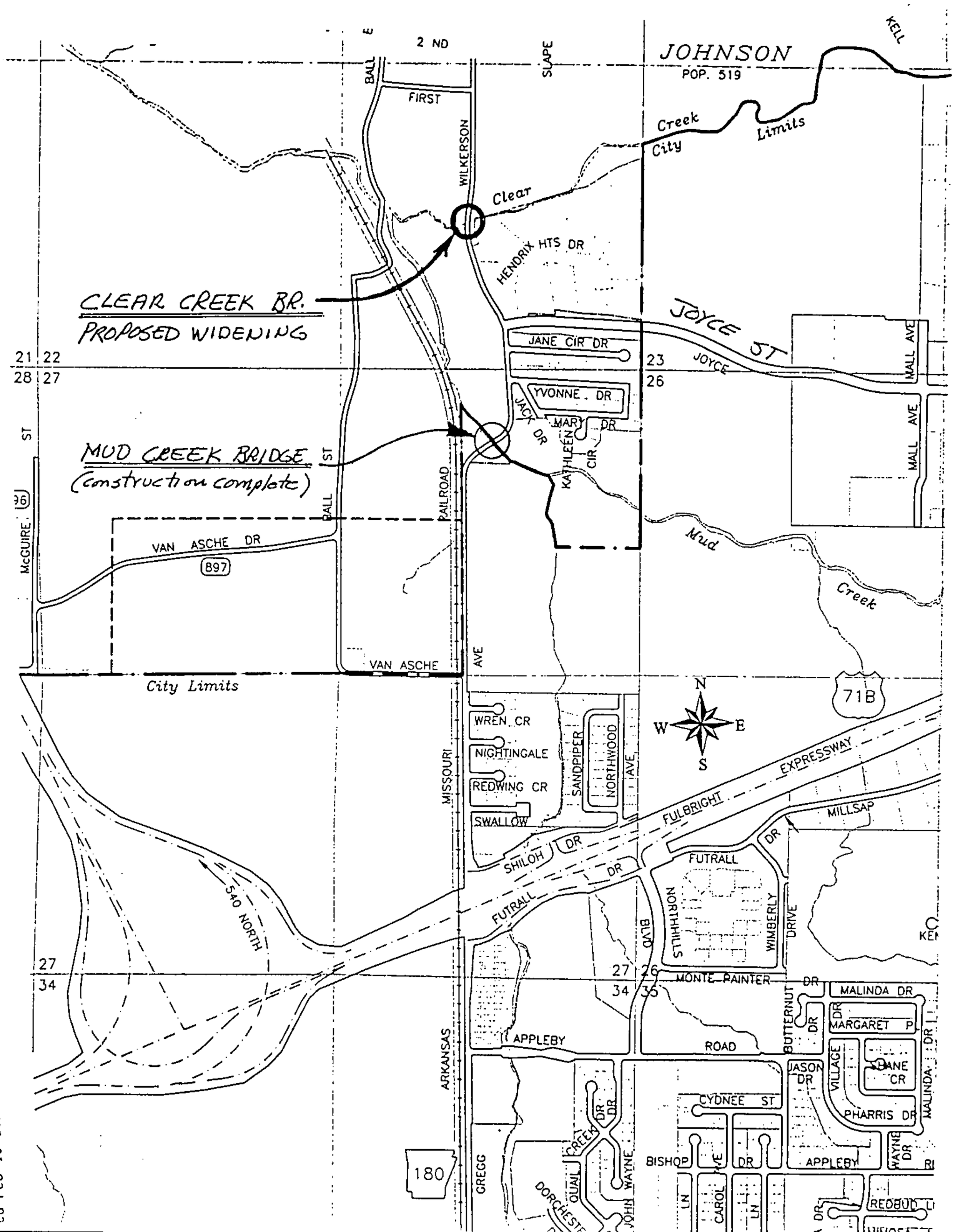
Recommendation:

It is the recommendation of the Staff that the Council:

1. Approve an amendment to the Interlocal Cooperation Agreement of August 30, 1996 to provide for further cost sharing between Johnson and Fayetteville in connection with the improvements to the Clear Creek Bridge, and

2. Approve the expenditure of $185,000 as Fayetteville's share of the Clear Creek Bridge improvements based on an estimate of $275,000 as the remaining local share of the total construction costs.

3. Approve a contingency of $35,000 in the event actual construction costs exceed the estimated amount.



ed Feb 10 10:04:33 1999 City Engineering

Richard Long
Mayor
Telephone (501) 521-7291

P.O. Box 563
Johnson, Arkansas 72741
Fax (501) 521-9157

February 9, 1999

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

Dear Mayor Hanna:

Now that the Mud Creek bridge is complete, a good percentage of the tremendous increase in traffic over the Joyce street extension can go south towards the interstate crossover. We are excited about the completion of the new bridge and we feel that this has helped in handling a portion of the huge traffic increase. Now that the southbound traffic project has been completed, the city of Johnson must turn our attention to the replacement of the one lane bridge over Clear Creek. This project, however, is causing the city of Johnson some immediate concern.

We have received written communication from Mr. Frank Vozel of the Programs and Contracts Division of the Arkansas State Highway and Transportation Department in which he states that the design work for the bridge over Clear Creek is approximately 50% complete and the current estimate for Engineering and Construction costs is $1,500,000. Engineering is estimated to be $195,000 of the total cost, of which $25,000 has already been paid. Right of way acquisition at the estimated cost of $80,000 has been paid by the city of Johnson. Utility relocation costs have been approved by the city of Johnson and our share of this relocation expense will be approximately $5,500, which will be billed upon completion of relocation.

From our understanding, the 20% share that must be paid for by the locality is due within 40 days after the bids are opened, which is now scheduled for May 12, 1999, just over three months from now. At current estimates, the amount due would be $300,000. This does not include amounts already paid for Engineering, land acquisition, and agreements for utility relocation and any other incidental costs. This amount of money represents over 3 years of what is normally budgeted by the city of Johnson for road repair, and that, of course, is a concern.

In addition, we know that we will have to support this traffic flow through the city of Johnson by widening Wilkerson Street as it continues north to Main Drive. Additionally another one lane bridge on west Main Drive over Little Sandy Creek will require widening

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in the not to distant future as traffic will continue to back up at that location. We anticipate that these projects will be major expenditures, even exceeding the local cost of the Clear Creek bridge that is now scheduled.

Obviously without some help we are not going to have funds to complete these improvements in the foreseeable future, even through the traffic will continue to increase.

As you probably recall, the cities of Fayetteville and Johnson have already entered into a cooperative effort for the Clear Creek project as a result of the "Interlocal Cooperation Agreement" that both cities signed on 30 August 1996, which was approved by Attorney General Winston Bryant. Under that agreement, together we have paid the $25,000 that was required to begin the engineering work for this bridge of which $20,000 was paid by the city of Fayetteville and $5,000 was paid by the city of Johnson. This agreement also stated in part that "This agreement may be extended or amended to allow for additional cooperation between parties regarding the Bridge No. 19630 Project by the approving vote of the city councils of each city".

Therefore, we are asking the city of Fayetteville to continue to help us in our efforts to support the new Joyce Street traffic as it flows through the city of Johnson by agreeing to fund all of the remaining expenses associated with the Clear Creek bridge project. This will enable the city of Johnson to focus on the support of that traffic beyond that point including the widening of Wilkerson street from the bridge to Main Drive and to the aforementioned Main Drive bridge replacement, both of which will represent a major financial responsibility for our city budget.

We appreciate the city of Fayetteville's efforts to date in helping us facilitate this new Joyce Street traffic and we feel that with this additional financial help, we will be able to complete the additional required improvements within our present financial abilities and continue to support the dynamic business growth that has been occurring in north Fayetteville.

Thank you for your consideration of our request.

Richard Long
Mayor, city of Johnson

INTERLOCAL COOPERATION AGREEMENT

BETWEEN THE

CITY OF FAYETTEVILLE

AND THE

CITY OF JOHNSON

This Agreement is made between the City of Fayetteville, Arkansas and the City of Johnson, Arkansas, both political subdivisions of the State of Arkansas under the authority of Act 430 of 1967, codified at A.C.A.§25-20-102 et seq. (Repl. 1992) and known as the "Interlocal Cooperation Act" on the 30th day of August, 1996.

WITNESSETH:

WHEREAS, the City of Fayetteville, Arkansas (Fayetteville) has plans in the near future to extend Joyce Boulevard to Wilkerson Street located in the City of Johnson (Johnson)in an effort to improve ingress and egress to the Northwest Arkansas Mall and surrounding commercial areas; and,

WHEREAS, the Northwest Arkansas Mall and surrounding commercial areas constitute a regional shopping and commercial area influencing not only the needs and development of Fayetteville but also the entire Northwest Arkansas area including the City of Johnson; and,

WHEREAS, the extension of Joyce Boulevard to Wilkerson Street will increase significantly the amount of traffic both north and south on Wilkerson; and,

WHEREAS, there currently exists a one-lane bridge on Wilkerson north of the proposed intersection with Joyce Boulevard crossing Clear Creek (Bridge No. 19630) that is inadequate for the increase in traffic on Wilkerson Street; and,

WHEREAS, Wilkerson Street is a part of the Arkansas highway system; and,

WHEREAS, the City of Johnson and the State of Arkansas Highway & Transportation Department have entered into an Agreement of Understanding dated 29 August 1995 (attached hereto) in which the City of Johnson shall pay 20% of the costs of improving Bridge No. 19630 and 80% shall be provided by Federal-aid funds; and,

WHEREAS, Fayetteville recognizes the importance to its citizens in improving Bridge No. 19630 for the transportation needs of its citizen, for the economic benefit its citizens will derive from improving access to the regional shopping and commercial area located within its boundaries and for the general benefit to be derived from controlling the development of such area; and,

WHEREAS, Johnson has been asked by the AHTD by letter dated January 17, 1996 (attached) to pay $25,000 in order to proceed with the preliminary engineering of the improvement to Bridge No. 19630, said amount to be applied to Johnson's 20% matching share when the construction contract is awarded for the bridge project; and,

WHEREAS, Fayetteville wishes to join with and assist Johnson in the improvement of Bridge No. 19630; and,

WHEREAS, it is in both cities' mutual advantage to enter into a cooperative agreement to provide sufficient funds for the improvements to Bridge No. 19630.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration the parties agree as follows:

ARTICLE I

There shall be created a joint board consisting of the respective mayors (or their representatives) of the City of Fayetteville and the City of Johnson, whose purpose shall be to oversee the payment of $25,000 to the AHTD for preliminary engineering on the Clear Creek Bridge (Bridge No. 19630) improvement project and to ensure that said payment will be applied as matching share at such time as a construction contract is awarded for such project.

ARTICLE II

The City of Fayetteville agrees to pay $20,000 as its share of the $25,000 requested by the AHTD for preliminary engineering on Bridge No. 19630 Project and the City of Johnson agrees to pay $5,000 as its share. Payment shall be at the time and in the manner agreed to by the Joint Board.

ARTICLE III

Should any portion or all of the monies paid by the parties under the terms of this agreement be refunded to either of the parties such refund will be divided between Fayetteville and Johnson on a pro rata basis according to the amounts paid by each.

ARTICLE IV

This Agreement shall expire upon the proper payment and allocation of the funds mentioned herein. This agreement may be extended or amended to allow for further cooperation between the parties regarding the Bridge No. 19630 Project by the approving vote of the city councils of each city.

ARTICLE V

This Agreement shall be binding upon the parties hereto, their successors and assigns.

CITY OF FAYETTEVILLE, ARKANSAS

FRED HANNA, MAYOR

ATTEST:

TRACI PAUL, CITY CLERK

CITY OF JOHNSON, ARKANSAS

RICHARD LONG, MAYOR

ATTEST:

SHERRY CURTIS, CITY CLERK

Richard Long
Mayor
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Thank you for your consideration of our request.

Richard Long
Mayor, city of Johnson

2/16/99
AGENDA

STAFF REVIEW FORM

_X_ Agenda Request
____ Contract Review
____ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF February 16, 1999

FROM:

Marvin Hilton — Cable Administration Division — Administration Department
Name — Division — Department

ACTION REQUESTED:

A resolution to include the franchise fee as part of the gross revenues of the cable operator (TCA Cable TV).

COST TO THE CITY:

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

BUDGET REVIEW:

____ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn J Cramer 2-3-99
Accounting Manager — Date

2-1-99
City Attorney — Date

2-1-99
Purchasing Officer — Date

GRANTING AGENCY:

Yolanda Dulds 2-4-99
Internal Auditor — Date

ADA Coordinator — Date

STAFF RECOMMENDATION:

Marvin Hilton 1-28-99
Division Head — Date

2.8.99
Department Director — Date

FEB 99
Administrative Services Director — Date

2/8/99
Mayor — Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: MAYOR HANNA AND CITY COUNCIL MEMBERS

FROM: MARVIN HILTON, CABLE ADMINISTRATOR 2-8-99

SUBJECT: GROSS REVENUE DEFINITION APPROVAL BY CITY COUNCIL

DATE: JANUARY 28, 1999 (revised February 5, 1999)

According to a recent ruling in the fifth circuit, cable franchise fees should be included in the gross revenues. In the past, cable operators in Fayetteville have not included the franchise fee as part of the gross revenues.

The Cable Board has recommended that the city adopt this new definition of gross revenues and collect the additional revenue. Although it is permissible to collect this retroactively, it was the Cable Board's opinion not to.

The Cable Board, letter of 11/12/98 to the City Council deals with two issues: 1. Including the Franchise Fee as part of the Gross Revenues and 2. Earmarking the additional funds collected for PEG Access Center funding. In their January 21 meeting, the Cable Board effectively rescinded their statement about earmarking the additional funds collected for PEG Access Center funding. See the attached excerpt from the January 21 Cable Board meeting.

The letter from TCA Cable TV can easily be misinterpreted I think, especially where it says, 5.25%, since by federal law the franchise fee cannot be over 5%.

Also I have highlighted the section of our Franchise Agreement defining "gross revenues." One of the main points of the recent ruling in the fifth circuit is that franchise fees are not taxes.

See the attached:

1. Letter from the Cable Board.
2. Excerpt from our Franchise Agreement
3. Conclusion of Dallas v. FCC case
4. Letter from TCA Cable TV
5. Comments from NATOA (National Association of Telecommunications Officers and Advisors) members.
6. Excerpt from January 21, 1999 Cable Board minutes.

To: Fayetteville City Council
From: Fayetteville Cable Board
Re: Change in method of assessing franchise fee

CABLE BOARD RECOMMENDATION: The Cable Board voted to recommend to the Fayetteville City Council that it accept TCA's offer to comply with the franchise agreement to pay 5 percent on gross revenues and that the additional money collected as a result of the compliance be earmarked for PEG Access Center funding.

The recommendation serves three purposes: 1) To target improvement in cable services; 2) to realize a big gain for public services in exchange for a small cost to the cable customer; and 3) to achieve more compliance with the franchise agreement and the latest Circuit Court opinion.

The Cable Board wishes to bring to the City Council's attention a lawsuit in Dallas, City of Dallas v. FCC, 118 F.3d 393 (5th Cir. 1997). The suit resulted in a change in the way that the city's cable franchise fee was collected, and thus, increased the revenues to the city. Basically, the court held that franchise fees are not a tax, but "essentially a form of rent: the price paid to rent use of public right-of-ways." The court concluded that cable operators must include franchise fees in their calculation of "gross revenues."

At this time, TCA Cable figures its 5 percent franchise fee based on its annual revenues minus the amount of franchise fee collected from customers. The franchise currently in place requires the cable operator to pay 5 percent of its gross revenues, but TCA Cable had been relying on a 1995 FCC ruling that held the fees were not to be included in gross revenues. Based on the court ruling, the Council could now require TCA to figure its gross revenues to include the franchise fee paid by customers.

Of course, the ruling in the Fifth Circuit (Texas) is not binding in the Eighth Circuit (Arkansas) but Dennis Yocum, TCA's general manager, has said TCA would be willing to change the method of calculating the franchise fee in Fayetteville. However, since TCA will be paying more franchise fee and is allowed to "pass-through" its franchise fees, the cost to TCA Cable subscribers would increase. (See the attached table for the amount of increase per tier.)

In a September memo, Mr. Yocum characterized the change as an increased franchise fee of 5.25 percent -- higher than the federal allowance for cable franchise fees and the amount in the current franchise agreement -- and cautioned that "any increase to our rates may negatively affect our ability to attract and retain customers." However, members of the cable board characterize the difference as 5 percent of 95 percent of TCA's gross revenues versus 5 percent of 100 percent of gross revenues.

According to a calculation made by Marilyn Cramer in August, 1997, the additional revenue that would have been paid by TCA Cable in 1996 is $16,474.41. This gives the Council an idea of the amount of additional money that could be collected by the City should the Council decide to do so.

In addition, the City would be entitled to collect from TCA Cable any fee that was not collected from April 6, 1995, to July 31, 1997 -- the dates of the FCC ruling that changed the collection method. In a Memorandum Opinion and Order (D.A. No. 98-396), the FCC's Cable Services Bureau held that those uncollected fees may also be passed-through to the cable consumer.

Cable Board members said although they wanted to hold TCA Cable to the conditions of its contract with the City, they also noted that the approximate $16,000 in extra fees would

represent only one-tenth of a percent of the City's $16.2 million general fund, and that cable customers might protest their having to pay more for cable without a corresponding improvement in their service.

Level of Cable Service	Charge to Customer	Current Method	Using Redefinition of Gross Revenue	Difference to Customer
Basic Service	$9.00	.45	.47	.02
Basic + Standard	27.95	1.40	1.47	.07
Premier Package	30.90	1.55	1.62	.08
Plus 3 movie channels	56.88	2.84	2.98	.14

CABLE TELEVISION BOARD MEETING

January 21, 1999 at 5:15 PM
P.E.G. Television Center
101 Rock Street

Note: Excerpt from the minutes of the Cable Board Meeting Minutes of January 21, 1999

7. Franchise Fee

Board Chair Katherine Shurlds asked Mr. Hilton to recap the process thus far regarding the Cable Board's request that the City comply with the new definition of "gross revenue" be taken before the City Council. Mr. Hilton explained that City's legal department questioned whether we really need to take the matter before the City Council. There is the possibility that it could be implemented as an accounting process. Mr. Hilton said that he sent a memo to the City to find out if this was the case and is awaiting a response.

The cable board discussed their previous recommendation , as stated in their letter of November 12, 1998, to the City Council. The board retained their original recommendation to the City Council that the franchise fee be included as part of the "gross revenues" but effectively rescinded their recommendation that "additional money collected be earmarked for P.E.G. Access Center funding.

Board Member Ron Warren moved that the Board amend their previous letter to the City Council (that "earmarked" the potentially additional revenues that would have been collected by complying with the redefinition of "gross revenue" from the court ruling) and make the recommendation that Seventy Six (76) percent of the revenues obtained by the cable franchise fee be allocated to the P.E.G. Center. The motion was seconded by Barbara Strickling.

After some discussion, Barbara Stripling moved to table the motion until further research is completed. The motion to table the motion was seconded by Ron Warren and passed without objection by the Board.

D. "BOARD" is the Board of Directors (or other body in which the legislative power vests) of the City of Fayetteville, Arkansas.

E. "CHANNEL" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by the Federal Communications Commission by regulation).

F. "DEGRADED SIGNAL" shall mean a signal on any channel regardless of the point of origin of such signal, which fails to meet the signal quality guidelines established in Part 76, Subpart K of the Federal Communications Commission's rules and regulations.

G. "FCC" shall mean the Federal Communications Commission and any legally appointed or elected successor.

H. "FRANCHISE PAYMENT" shall include all charges imposed for a franchise.

I. "GROSS REVENUES" means all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the Grantee and by each Affiliated Person from or in connection with the operation of the Broadband Telecommunications Network, including, without limitation, the distribution of any service over the Broadband Telecommunications Network. Gross Revenue shall also include the Gross Revenue of any other person which is derived directly or

indirectly from or in connection with the operation of the Broadband Telecommunications Network, including, without limitation, the distribution of any service over the Broadband Telecommunications Network to the extent that said revenue is derived, as determined by the City, through any means which is intended to have the effect of avoiding the payment of compensation that would otherwise be paid to the City for the franchise granted herein. Gross Revenue shall also include subscription fees and advertising receipts received by the Grantee or affiliated person in connection with the sale within the City of any cable programming guide/magazine. Gross Revenue shall not include: (i) the revenue of any person, including, without limitation, supplier of programming to the Grantee, to the extent that said revenue is also included in Gross Revenue of the Grantee; (ii) the revenue of the Grantee or any other person which is received directly from the sale of any merchandise through any service distributed over the Broadband Telecommunications Network, except any revenue received in lieu of compensation for use of any Channel; (iii) taxes imposed by laws on Subscribers or other persons which the Grantee is obligated to collect; (iv) amounts collected by the Grantee from Subscribers on behalf of leased or access channel programmers, other than Affiliated Persons, to the extent that said amounts are passed on by the Grantee to said programmers; (v) the revenue of any Affiliated Person which represents standard and reasonable amounts paid by the Grantee to said Affiliated Person for ordinary and necessary business expenses of the Grantee,

including, without limitation, professional service fees and insurance or bond premiums; (vi) any investment income earned by the Grantee; or (vii) that portion of the fee paid by the Grantee to an Affiliated Person for any service which exceeds the revenue of the Grantee from Subscribers for such service.

J. "AFFILIATED PERSON" means each person who falls into one or more of the following categories: (i) each person having, directly or indirectly, a controlling interest in the Grantee; (ii) each person in which the Grantee has, directly or indirectly, a controlling interest; (iii) each officer, director, general partner, joint venturer or joint venture partner, of the Grantee; and (iv) each person, directly or indirectly, controlling, controlled by, or otherwise related to the Grantee by common ownership, common management, or common control; provided that "Affiliated Person" shall in no event mean the City, any limited partner of the Grantee, or any creditor of the Grantee solely by virtue of its status as a creditor and which is not otherwise an Affiliated Person by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, the Grantee.

K. "INTERRUPTION OF SERVICE" shall mean no picture or sound at the television set of a customer due to a technical problem with the cable television system.

L. "MAY" is permissive.

M. "REASONABLE NOTICE" shall be written notice addressed to the Grantee at the address Grantee has designated to the City and

LIBER 1324 PAGE 773

In conclusion, gross revenue normally includes all revenue collected from any source. No evidence has been presented to show that Congress intended to depart from this standard definition of gross revenue in enacting 542(b). Moreover, there is no evidence that cable operators are merely acting as agents, collecting the franchise fees on behalf of municipal governments. Therefore, all money collected from subscribers, including funds used to pay franchise fees, must be included in a cable operator's gross revenue. For the reasons stated herein, the order of the Commission is set aside and the petition of Dallas and Laredo is

GRANTED.

TCA CABLE TV

September 8, 1998

RECEIVED
SEP 14 1998
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

VIA HAND DELIVERY

City of Fayetteville, Arkansas
Fayetteville, Arkansas

Re: Fifth Circuit Court Decision Regarding Franchise Fees

Dear Sir/Madam:

As you may know, several years ago the Federal Communications Commission ("FCC") issued a decision clarifying its interpretation of federal law -- that franchise fees from cable customers were **not** includable as gross revenues subject to franchise fees.

Subsequent to that interpretation, the cities of Dallas and Laredo, Texas filed a lawsuit in Federal District Court seeking relief from the FCC's decision. On July 31, 1997, the Fifth Circuit reversed the FCC's interpretation and the Court's decision became effective on September 22, 1997.

TCA Cable TV's collection and payment practices regarding franchise fees have always been and will continue to be in compliance with current federal law and our franchise requirements. Therefore, unless instructed by you otherwise, in compliance with the Court's interpretation of federal law, we will include franchise fees collected from customers in gross revenues for the purpose of calculating franchise fee payments as of the date of this letter.

Accordingly, the franchise fee itemized on a customers' monthly billing statements will be adjusted to allow for recovery of the increased franchise fee payment as allowed by law.

In a competitive environment, any increase to our rates may negatively affect our ability to attract and retain customers. If you agree that this increase in the franchise fee is unnecessary, we request that you sign the attached acknowledgment that franchise fees should not be included in our calculation of gross revenues. Please return this acknowledgment to me by September 18, 1998, and TCA will not implement the franchise fee increase on customer bills. If you decide not to sign this acknowledgment, please note that the following franchise fee calculation and amount will be adjusted as follows on all customer billing statements beginning November 1, 1998:

Current Amount	Calculation as of November 1, 1998	Amount as of November 1, 1998
5%	5% + (.5 x .5)	5.25%

In accordance with federal law, customers will be notified of the change in the franchise fee.

Should you have any questions or wish to discuss either the franchise fee pass-through calculation or the customer notification method described above, please do not hesitate to contact me or TCA's general counsel, Jeff Brown, at (903) 595-3701.

Sincerely,

Dennis Yocum
General Manager

RECEIVED:

By: _____
Title: _____
Print Name: _____

_____
Date

ACKNOWLEDGMENT

I, _____, as _____, and a duly authorized representative for the City of _____ ("City"), understand that a recent federal court ruling allows for a higher calculation of local cable franchise fees collected from customers. City also understands that local franchise fees are itemized on customer billing statements. Accordingly, rather than instituting an immediate increase in local cable bills, City hereby authorizes TCA to continue its existing method of franchise fee calculation, which excludes moneys collected from customers as franchise fees from the franchise fee assessment. TCA may act in reliance on this letter unless and until notified by City that local franchise fees should be calculated prospectively in a different manner.

_____ By: _____

Date Its _____

_____

Print Name

NATOA OPINIONS ON
FRANCHISE FEE INCLUDED IN GROSS REVENUES

From: TrainorBJ@aol.com
BIG ISSUE: you are not collecting a fee on a fee, you are collecting (presumably) 5% of 100% of the revenue -- you are not collecting 5% of 95% of the revenue. Fees and taxes are treated differently, and are calculated differently. You will be cheating your city of one quarter of one percent of the revenue it has rightly negotiated and rightly deserves; similarly, you will be setting a long-term precedent for other providers and providing an unnegotiated discount to your providers. I advise you strongly consider the implications and fully preserve your city's rights.

Good luck!!
BJT

From: "Linda Walden" <lwalden@ci.newton.ma.us

the Court ruled franchise fees are to be calculated on all gross revenue, including that revenue collected as "franchise fee". While it may seem strange to collect, as you called it, "a fee on a fee", the Court essentially ruled that franchise fees must be included in gross revenue. The decision by the Court led to most if not all TCI systems to calculate franchise fees that way. Some communities have even required back payments retroactive to the point in time their cable op started to exclude franchise fees from gross revenue.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: MAYOR HANNA AND CITY COUNCIL MEMBERS

FROM: MARVIN HILTON, CABLE ADMINISTRATOR

SUBJECT: GROSS REVENUE DEFINITION APPROVAL BY CITY COUNCIL

DATE: JANUARY 28, 1998

According to a recent ruling in the fifth circuit, cable franchise fees should be included in the gross revenues. In the past, cable operators in Fayetteville have not included the franchise fee as part of the gross revenues.

The Cable Board has recommended that the city adopt this new definition of gross revenues and collect the additional revenue. Although it is permissible to collect this retroactively, it was the Cable Board's opinion not to. The Cable Board, since their letter of 11/12/98, has rescinded their statement about earmarking the additional funds collected.

The letter from TCA Cable TV can easily be misinterpreted I think, especially where it says, 5.25%, since by federal law the franchise fee cannot be over 5%.

Also I have highlighted the section of our Franchise Agreement defining "gross revenues." One of the main points of the recent ruling in the fifth circuit is that franchise fees are not taxes.

See the attached:

1. Letter from the Cable Board.
2. Excerpt from our Franchise Agreement
3. Conclusion of Dallas v. FCC case
4. Letter from TCA Cable TV
5. Comments from NATOA (National Association of Telecommunications Officers and Advisors) members.

2/16/99
AGENDA

F A Y E T T E V I L L E

CITY ATTORNEY DEPARTMENT

Jerry E. Rose
LaGayle D. McCarty
Clarice Buffalohead-Pearman
575-8313

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

FROM: LaGayle D. McCarty, Asst. City Attorney

DATE: February 8, 1999

RE: Settlement Offer
City v. Robinson
CIV 98-29

On January 6, 1998, the City Council passed Resolution No. 8-98 authorizing and directing the City Attorney to initiate legal action in order to obtain certain lands along Gregg Avenue in Fayetteville, and Wilkerson Avenue in Johnson, for the Mudd Creek Bridge Project. The City's estimate of just compensation for the taking is $7,700 based upon an appraisal done by the Arkansas State Highway and Transportation Department.

Pre-trial negotiation has resulted in a settlement offer by Mr. Walter Robinson in the amount of $15,400. This is in line with similar properties acquired for this project. Staff recommends acceptance of this offer.

Attached you will find copies of the following:

1. Settlement offer of Mr. Walter Robinson.
2. Letter of Appraisal from Associated Appraisers, Inc. for Mr. Walter Robinson.
3. Appraisal by the Arkansas State Highway and Transportation Department.

The Sunshine Factory

♥ Home of The Sunny Day Bluebirds™ ♥

RECEIVED
JAN 11 1999
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

December 31, 1998

Mr. LaGayle McCarty
City Attorney Division
113 West Mountain
Fayetteville, AR 72701

Dear Mr. McCarty: RE: City v. Robinson Civ 98-29

Mr. Lambert never represented us in this matter. I have hired Mr. Kerry Schultz of Associated Appraisers to help me get a fair compensation in this matter. The city has offered or paid into the court $7700. Mr. Schultz will testify that the before and after land value was reduced by twice that amount after the taking. My wife and I paid about $35,000 for that little valley about ten years ago. The valley is very low and the only usable portions were about a 150 strip next to the old road. Since the widening of the road that useable portion has been narrowed down substantially. I will be lucky if I ever get the $35,000 back. If you drive the road you can see what I mean. I would like to settle this matter for $15,400. I am requesting the matter be set for trial.

Sincerely yours,

Walter Robinson

Walter Robinson

6302 Wilkerson ♥ Fayetteville, AR ♥ 72704 ♥ 1-800-356-4258 ♥ FAX 501-582-5064

Associated Appraisers, Inc.
REAL ESTATE APPRAISERS & CONSULTANTS

555 FIRST PLACE
FAYETTEVILLE, AR 72701
501/521-2717
FAX 501/521-2718

KEITH L. SCHULTZ
PRESIDENT

January 25, 1999

Ms. Lagayle McCarty
City Attorney
City of Fayetteville, Arkansas
City Administration Building
Fayetteville, Arkansas

Re: Walter Robinson Property - CIV 98-29

Dear Ms. McCarty;

At the request of Mr. Robinson I have reviewed an appraisal report prepared by the AHTD and dated December 17, 1997. In that report, the AHTD estimated the value of the property taken to be $7,700,00.00 based on a value of approximately $4,356.00 per acre. Apparently the major basis for the value estimate was the fact that the property was in the flood plain.

I am enclosing a number of sales of unimproved properties located in the flood plain and located just to the west of the subject property. Several of the sales have vehicular traffic visibility from U.S. Highway 71 and thus could be considered to be superior to the subject in that respect. Purchase prices range from approximately $7,000.00 per acre to approximately $27,000.00 per acre. It would appear that Mr. Robinson's request of $15,500.00 or approximately $8,800.00 per acre is reasonable and supportable.

Sincerely,

Keith L. Schultz
Arkansas State Certified General Appraiser # 0271

Sale # 1 (11593005-930127)

Seller: Johnson Mill Properties Inc to Earl J. Hanaway
Location: Pt NE 21-17-30, Johnson, Washington County, Ark

Sale Date: 1/27/93
Size: 1.42 acres
Sale Price: $21,000.00
Improvements: None

Book & Page: 93-05222
Remarks: Located on south side of Greathouse Springs Road across from the Inn at the Mill.

Sale # 2 (00487002-871214)

Seller: Johnson Mill Properties to John and Pat Kendrick
Location: Pt Sections 15,16,21,22 T17N R30W
Johnson Road, Johnson, Arkansas
Sale Date: 12/14/87
Size: 49.37 acres
Sale Price: $152,000.00
Improvements: 1,015 sq.ft. fishing shed, 1,344 sq.ft. SFR, trout ponds and raceways
Book & Page: 1252/265-266
Remarks: Improvements valued at $39,000.00. Acquired by an adjacent land owner to add to his farm.

Sale # 3 (00494005-940329)

Seller: Mamie Johnson and Early & Doris Ferguson to Donald B. and Dorthy Farthing
Location: Pt NE Section 21, Township 17N, Range 30West
Johnson, Washington County, Arkansas
Sale Date: 3/29/94-3/30/94
Size: 23.026 acres
Sale Price: $165,000.00
Improvements: None of contributory value

Book & Page: 94-019216-217-218
Remarks: Frontage on Great House Springs Road at southeast corner of U.S. Highway 71. All in the flood plain of Clear Creek.

Sale # 4 (00495005-950505)

Seller: Donald & Dororthy Farthing to Cyril A. Raben
Location: Pt NW Section 21, Township 17N, Range 30 West
Johnson, Arkansas
Sale Date: 5/5/95
Size: 7.03 acres
Sale Price: $190,000.00
Improvements: None of contributory value

Book & Page: 95-27144
Remarks: Frontage on Great House Springs Road, east of U.S. Highway 71. All in flood plain of Clear Creek. Acquired for use as the site of a medical clinic.

REVIEW APPRAISER'S EXAMINATION AND CERTIFICATION

Job: 040179 Location: Greenhouse / Wind Creek

Tract: 5

Review Appraiser's Examination:

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

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

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

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

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

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

Review Appraiser's Certification:

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

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

Inspection Date: 11-19-97

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

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

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

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

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

$7,700.00

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPT.
RECEIVED
NOV 21 1997
ACQUISITION SECTION
RIGHT OF WAY DIVISION

Reviewing Appraiser

Date: 11-21-97

Note: Non-economic remnant
Right Remained = 8,861 s.f. = $900.00
JS

APPRAISAL REPORT
FOR
ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

JOB: 040179 PROJECT: BRM-9142(7) County: Washington TRACT: 5

LOCATION: Gregg Avenue - Mud Creek St. & Appr. (S) (Fayetteville) (S) Washington Co.

FEE OWNER(S): Walter S. Robinson III and Carol E. Van Scyoc, as TIC
ADDRESS: 6302 Wilkerson Road, Fayetteville 72704
PHONE: 501-575-0969

TENANT(S): None
ADDRESS:
PHONE:

AREA OF WHOLE: 1,204,057±SF*
AREA OF REMAINDER: 0,061±S.F. Rt.&
1,101,292±S.F. Lt.
AREA OF ACQUISITION: 93,904±SF Total Area*
(Title Certificate and Legal Descriptions Attached)
*Includes 17,355±SF in the existing public street.

PERMANENT EASEMENT(S):
TEMPORARY EASEMENT(S):

ESTATE APPRAISED: Fee Simple

HIGHEST & BEST USE: Agricultural

Highest and Best Use is defined as "that reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in highest land value."

PURPOSE OF APPRAISAL:

To estimate the Fair Market Value of described property, including all damages and/or benefits that are allowed under State law to the remaining property, as just compensation for the property acquired.

MARKET VALUE CONCEPT:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

ALLOCATION OF COMPENSATION

Land: 76,549±SF @ $0.10/SF		$	(Rnd) 7,700.00
	Public Street: 17,549±SF @ $-0-/SF		
Improvements:		$	
Cost To Cure Items:		$	
Sign Relocation/Purchase:		$	
Temporary Easements:		$	
TOTAL COMPENSATION AS OF November 4, 1997		$	7,700.00

COMMENTS:

This tract is in the flood plane. This land is zoned A-1. It can be developed for some other use at a great expense of filling. No staking was present. The figures for the size of the existing R/W were provided by the city of Fayetteville. Total Acq. 93,904 - 17,355 in ext. R/W = 76,549±SF Net Acquisition. The barbed wire fence will be replaced as a construction item.

Date: November 12, 1997

Billy F. Taylor Appraiser

ttl:040179:tr 5

CERTIFICATE OF APPRAISER

I hereby certify:

That I have personally inspected the property herein appraised, that I have made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

That the existence of potentially hazardous material used in the construction or maintenance of any structures, and/or the existence of hazardous materials or hazardous waste, which may or may not be present on the property, was not observed by me; nor do I have any knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The existence of hazardous materials or potentially hazardous waste material may have an effect on the value of the property.

That I understand that such appraisal may be used in connection with the acquisition of right-of-way for a project to be constructed by the State of Arkansas with the assistance of Federal-aid highway funds, or other Federal funds.

That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes; that in appraising the value before acquisition, no consideration has been given to increases or decreases in Fair Market Value caused by the public improvement; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the State Highway and Transportation Department of said State or officials of the Federal Highway Administration, and I will not do so until so authorized by said State Officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That in my opinion the just compensation for the acquisition as of November 4, 1997 is $7,700.00 based upon my independent appraisal and the exercise of my professional judgment.

On November 4, 1997 the owner(s) were offered the opportunity to accompany the appraiser on the property inspection, which was held on November 4, 1997.

On the owner(s) were offered the opportunity to accompany the appraiser on the property inspection. The invitation was declined.

Date: November 12, 1997

Billy F. Taylor

Billy F. Taylor, Appraiser

Job: 040179 Tract: 5

PROPERTY DATA

PROPERTY LOCATION:	Along the west side of Wilkerson Road north of Mud Creek
ZONING:	A-1
PRESENT USE:	Agricultural
HIGHEST & BEST USE	Agricultural
SIZE:	27.64±Acres or 1,204,057±SF
FRONTAGE:	991± Feet on Wilkerson Road
DEPTH:	Undetermined
SHAPE:	Irregular
ACCESS:	By undeveloped drive from private property on the south end.
TOPOGRAPHY:	Very low and in the flood plane of Mud Creek
DRAINAGE:	Natural and poor
SOIL TYPE:	Rocky Clay Loam
UTILITIES:	All are available but not developed on the property
PHYSICAL FEATURES:	Open improved pasture
IMPROVEMENTS:	None
REMARKS:	This is a hay field suitable for agricultural purpose. Any development would require the property be filled to bring it out of the flood plane.

FIVE YEAR SALES HISTORY:

From	To	Date	Book	Page	Consideration

CHANGES IN PROPERTY SINCE DATE OF PURCHASE:

None observable

REFERENCES:

See plat for location and dimensions of acquisition and improvements involved. See sales brochure for area data, scope of market study, time study, marketing conditions, and sales location map.

PREMISE AND LIMITING CONDITIONS:

1. The sketch map, construction plans and descriptions furnished the appraiser are correct.
2. The attached Title Certificate is correct, reflects the fee owner and all holders of less than fee interest in the property and current real estate tax information.
3. Information, dates, estimates, and opinions contained in this report were obtained from sources considered reliable; however no liability for them can be assumed by the appraiser.

COMPARISON WITH SUBJECT PROPERTY

SALE	X	YY		
Date of Sale	3-93	7-94		
Size	982,714±SF	600,257±SF		
Sales Price	$165,000.00	$213,000.00		
Unit Price	$0.17±SF	$0.35/SF		

ADJUSTMENT FACTORS

Conditions of Sale				
Improvement(s)	-0.02	-0.22		
ADJUSTED SALES PRICE	0.15	0.13		
Time	+0.04	+0.03		
Location				
Size				
Topography	-0.06	-0.06		
Utilities				
INDICATED UNIT VALUE	$0.13	$0.10		

EXPLANATION OF ADJUSTMENTS:

Improvements: Both sales were adjusted for the per unit value the improvements contributed to the sale. Sale X has $21,000 improvements + 982,714 SF = $0.02 Sale YY has $130,000 improvements + 600,257SF = $0.22.

Time: Both sales were adjusted + 6% for time from the date of sale to present. Please see the time statement in the 040179 Sales Brochure. Time is determined by the sale and resale of the same or similar property. The time percentage, 6% is divided by 12 = .005 per month increase. This result is multiplied times the number of months since the date of sale. That resulting recentage is multiplied times the adjusted sales price to determine the per unit increase for each sale.

Topography: Both sale were adjusted for their superior elevation. The subject is in the flood plane. Please see the sales brochure for the flood plane map. It is felt this tract could be filled, however the cost will be substantial because it would take approximately 4 feet or more to get it out of the flood area. It is felt 4' of fill can be purchased for approximately $2,600 per acre. This is based on the purchase of fill at $0.40 per cubic yard. 43,560 cubic feet per ac.ft. + 27 cubic ft. per cubic yard = 1,613.33 cubic yards per acre ft. x 4 acre feet x $0.40 = $2,581 + 43,560 SF per acre = $0.06 per square ft. adjustment.

CORRELATION OF INDICATED VALUES:

The range of indicated values is from $0.10 to $0.13 per square ft. Sale YY is given more weight because it's physical proximity is nearer that of the subject. Therefore, the market per unit value of the subject is $0.10/SF. Because the subject is in the flood plane it is felt the value should be applied as the before and right and left residuals, per unit value.

ESTIMATED LAND VALUE:

Acquisition: 76,549±SF @ $0.10/SF = (Rnd) $7,700.00

AREA DATA

This project involves the replacing of the bridge across Mud Creek on Gregg Street on the city boundaries of Fayetteville and Johnson, Arkansas. The properties affected are mainly agricultural in use and residential subdivision tracts.

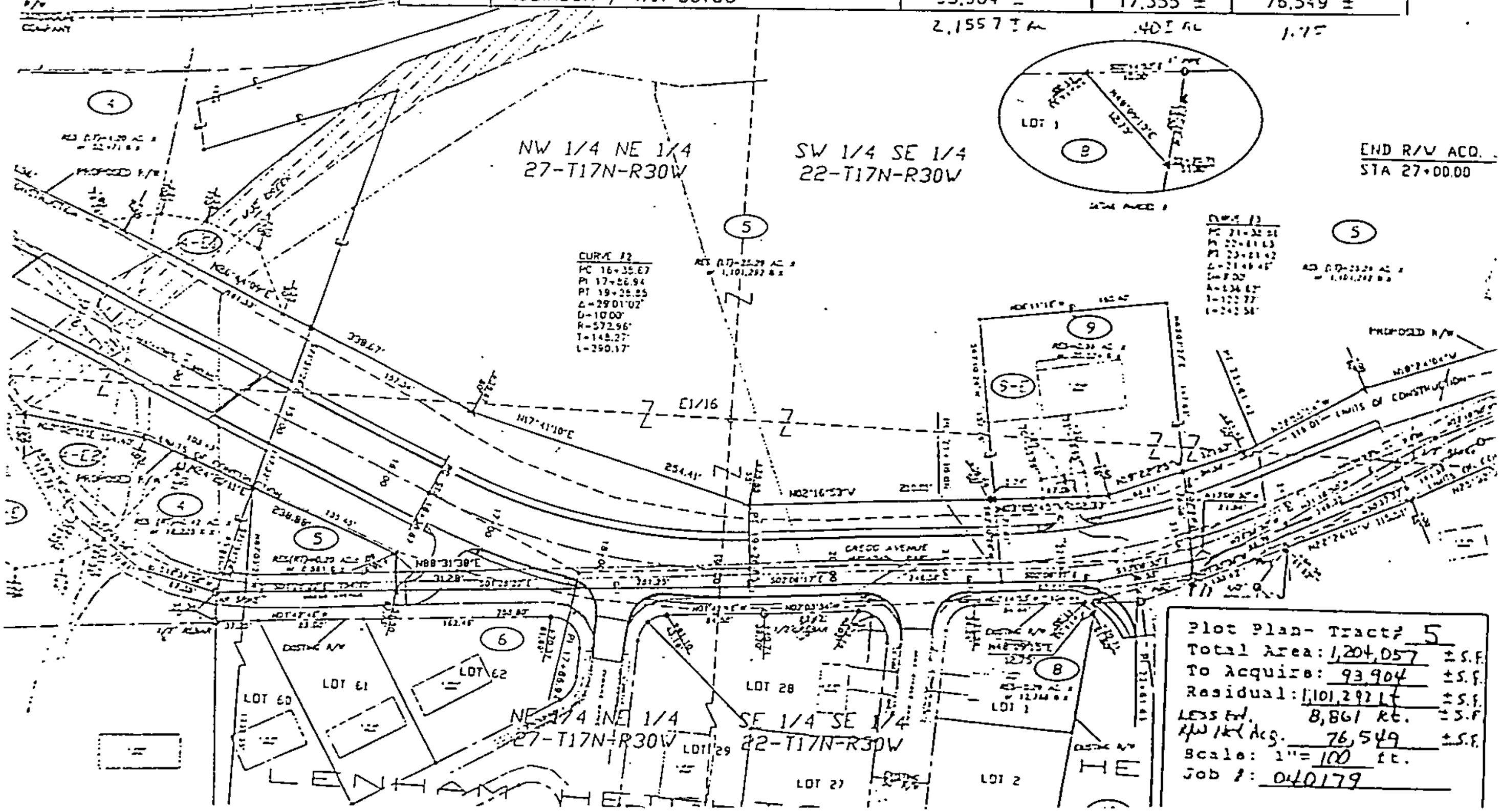
The project begins approximately 1,400 feet south of the existing bridge and ends approximately 1,300 feet north of the bridge at a point 300 feet north of Joyce Boulevard. Because the existing bridge is one-lane wide, the new bridge should enhance the traffic flow to and from the new Spring Park Commercial Subdivision between Gregg Street and Highway 71B.

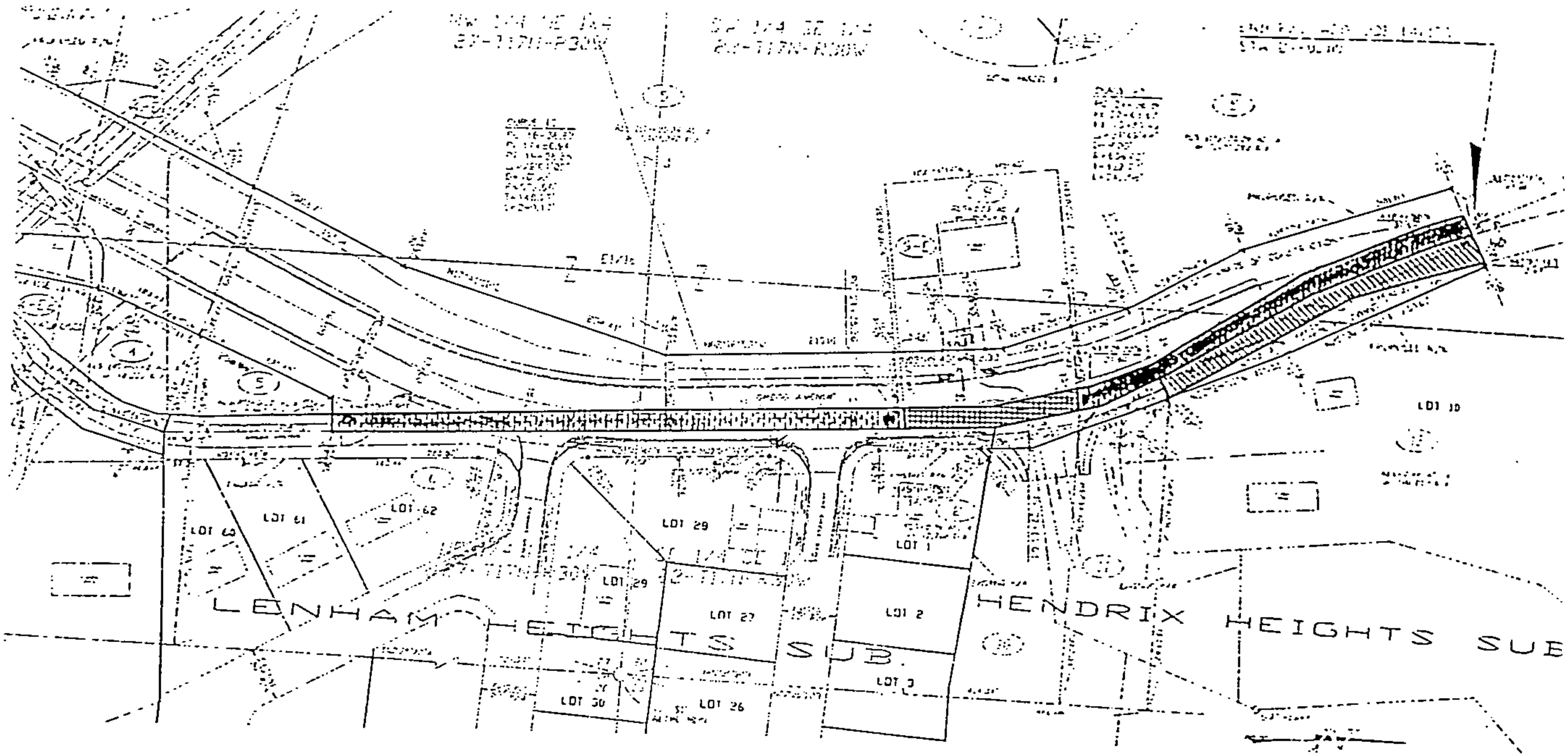
The area is located in Washington County which is in the northwest corner of the state. The area is a very rapidly growing populous reflecting a 28% increase over the past five years. There are approximately 250,000 people within the 30 mile radius of the job area with Fayetteville and Springdale being the largest incorporated municipalities and economic centers. All the local governments are the mayoral city council form. Health facilities in the area include a regional medical hospital in Fayetteville and in Springdale, Missouri. The small town of Johnson sits between Springdale and Fayetteville and they all enjoy contiguous city boundaries.

Educational facilities include the University of Arkansas in Fayetteville, John Brown University in Siloam Springs and public schools as well as numerous private trade and technical schools.

The major employees are Tyson Foods, Inc., Walmart, and J.B. Hunt Trucking. There are over 60 churches in the area and rail service is provided by Ark. - Missouri Railroad. There are also two large airports, one in Fayetteville and one in Springdale. Most utility needs are provided by Southwestern Electric, Western Gas, Southwestern Bell and Fayetteville Water. The area real estate market is very active.

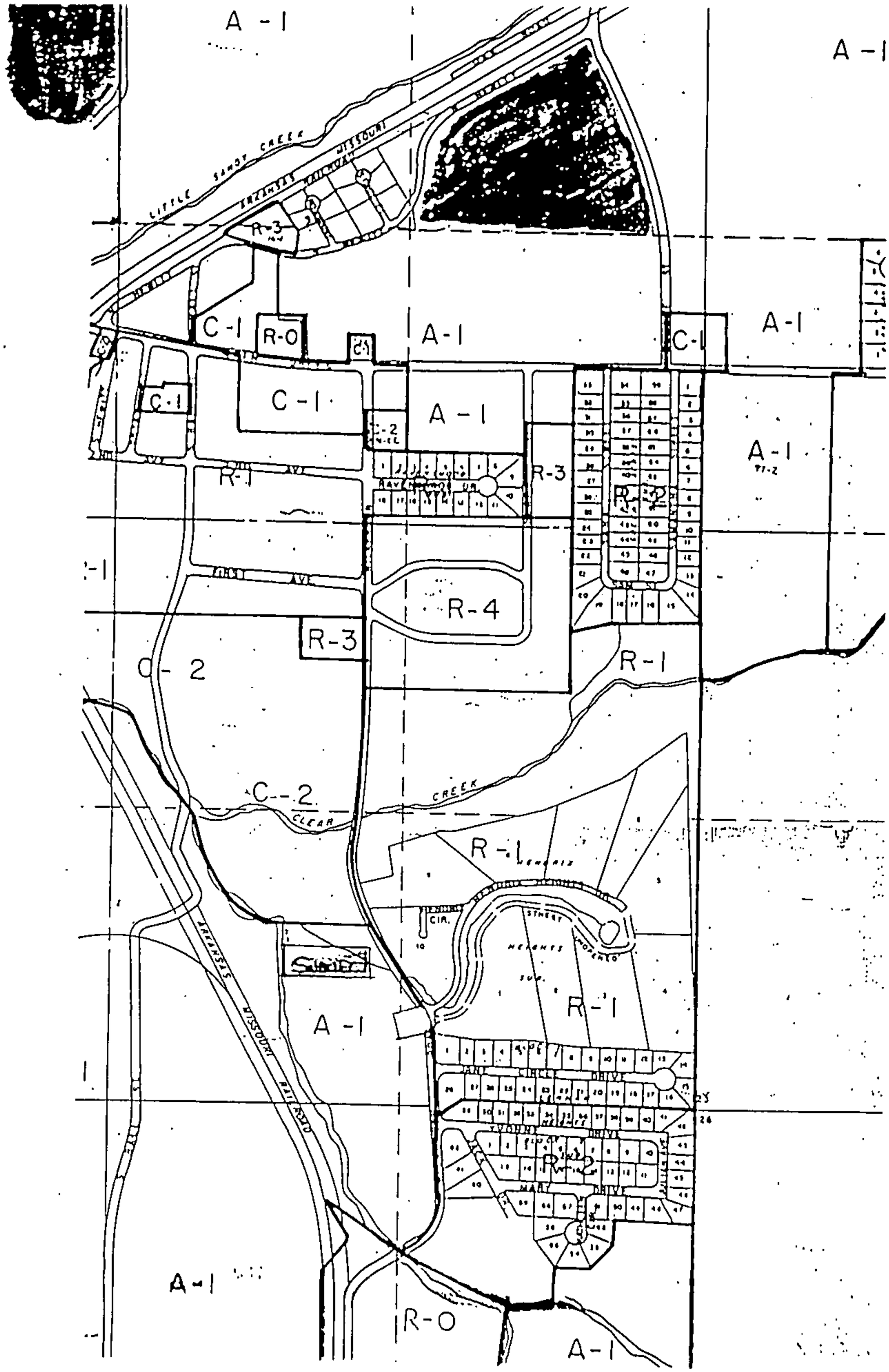
PARCEL NO.	OWNER	AREA TO ACQUIRE IN SQ. FT.	EXIST. R/W IN SQ. FT.	NET ACQUISITION IN SQ. FT.
5	ROBINSON / VAN SCYOC	93,904 ±	17,355 ±	76,549 ±
		2.1557 ± Ac	.40 ± Ac	1.75



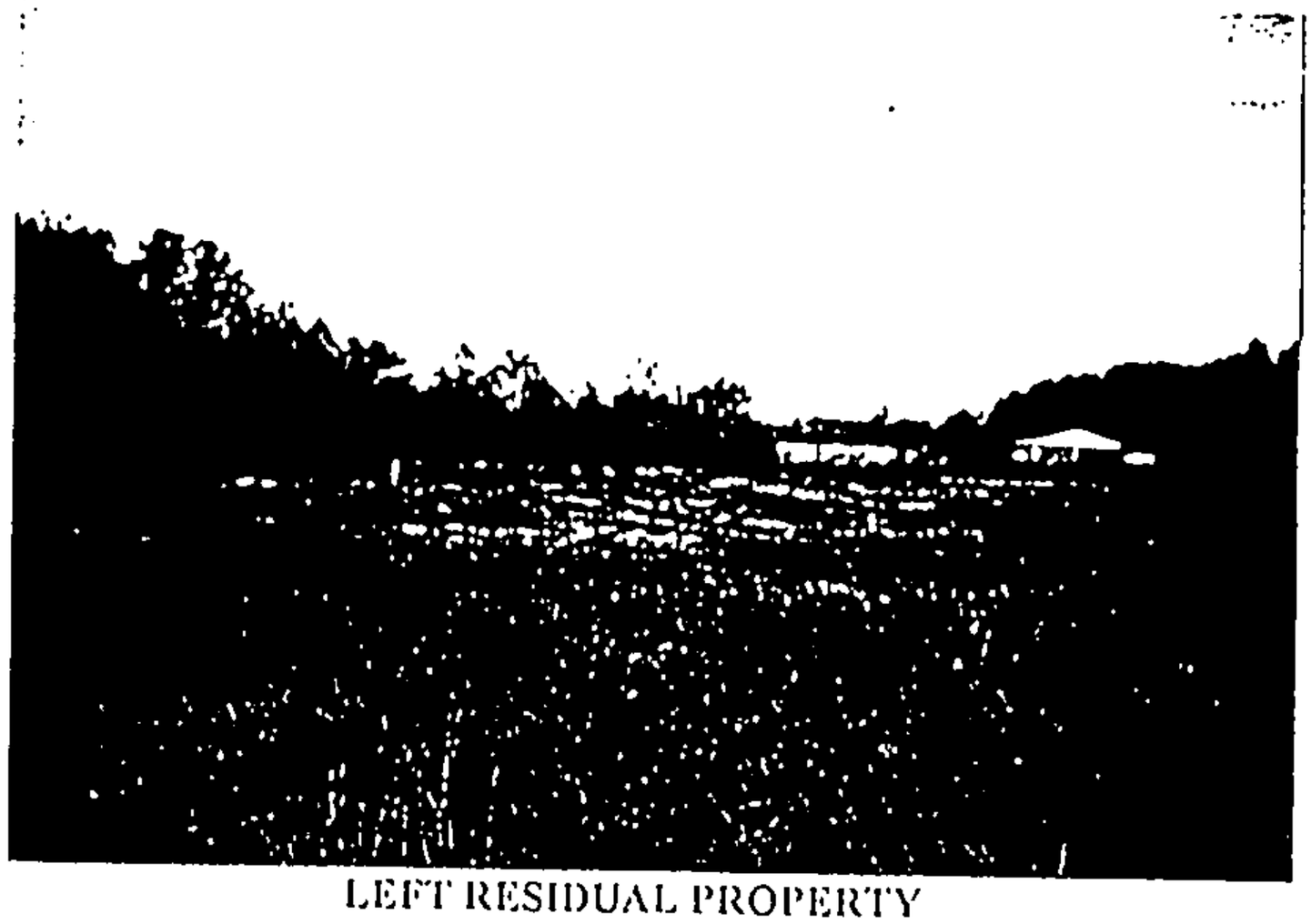


PARCEL NO	OWNER	AREA TO ACQUIRE IN SQ. FT.	EXIST. R/W IN SQ. FT.	NET ACQUISITION IN SQ. FT.
5	ROBINSON / VAN SCYOC	93,604 ±	[redacted]	71,345 ±
9	BRAMLETT	11,891 ±	3,265 ±	8,626 ±
12	HENDRIX	9,150 ±	4,824 ±	4,150 ±

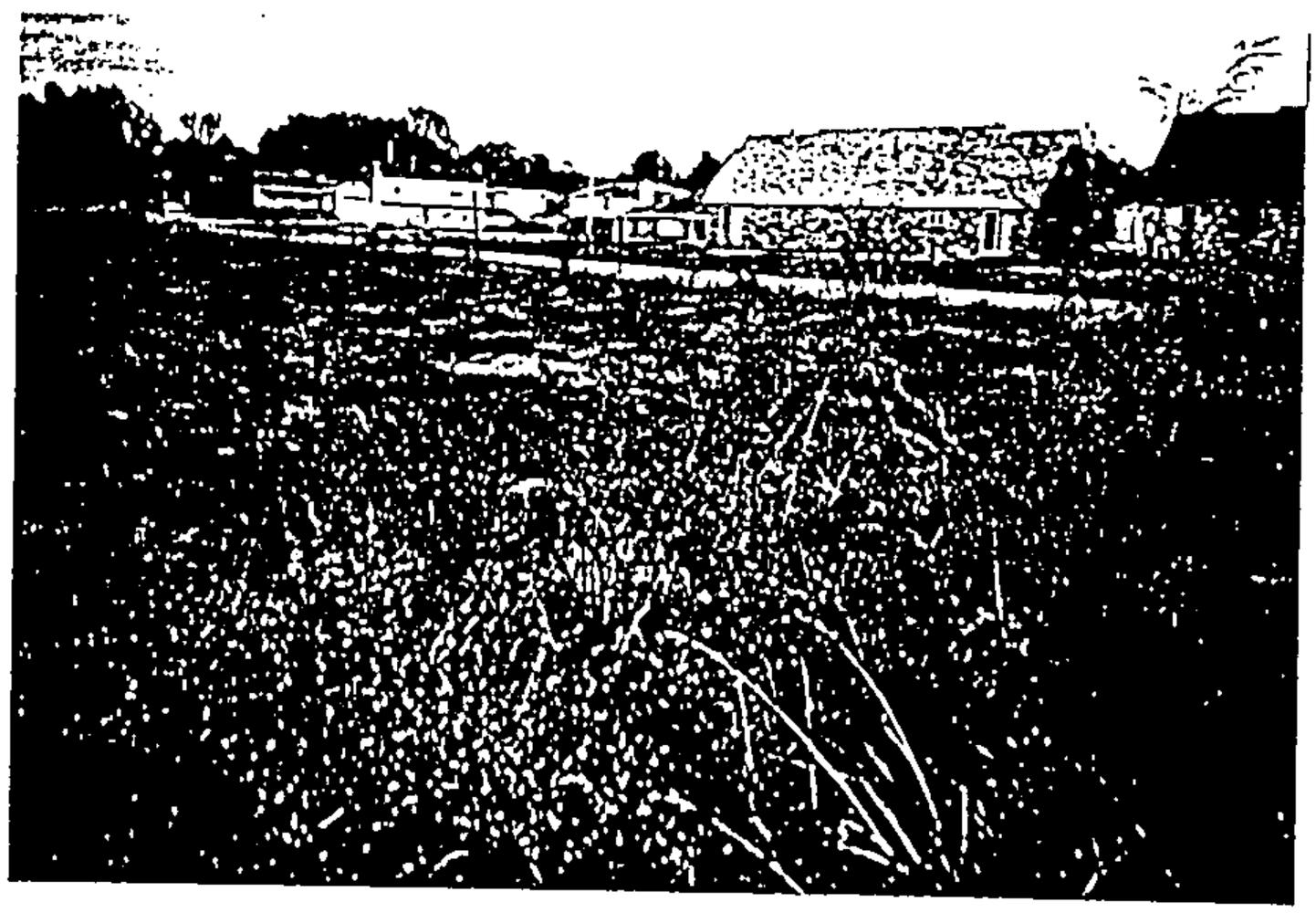
DENOTES ACQUISITION AREA



JOB:040179 TR 5
SALES MAP of COMPARABLES



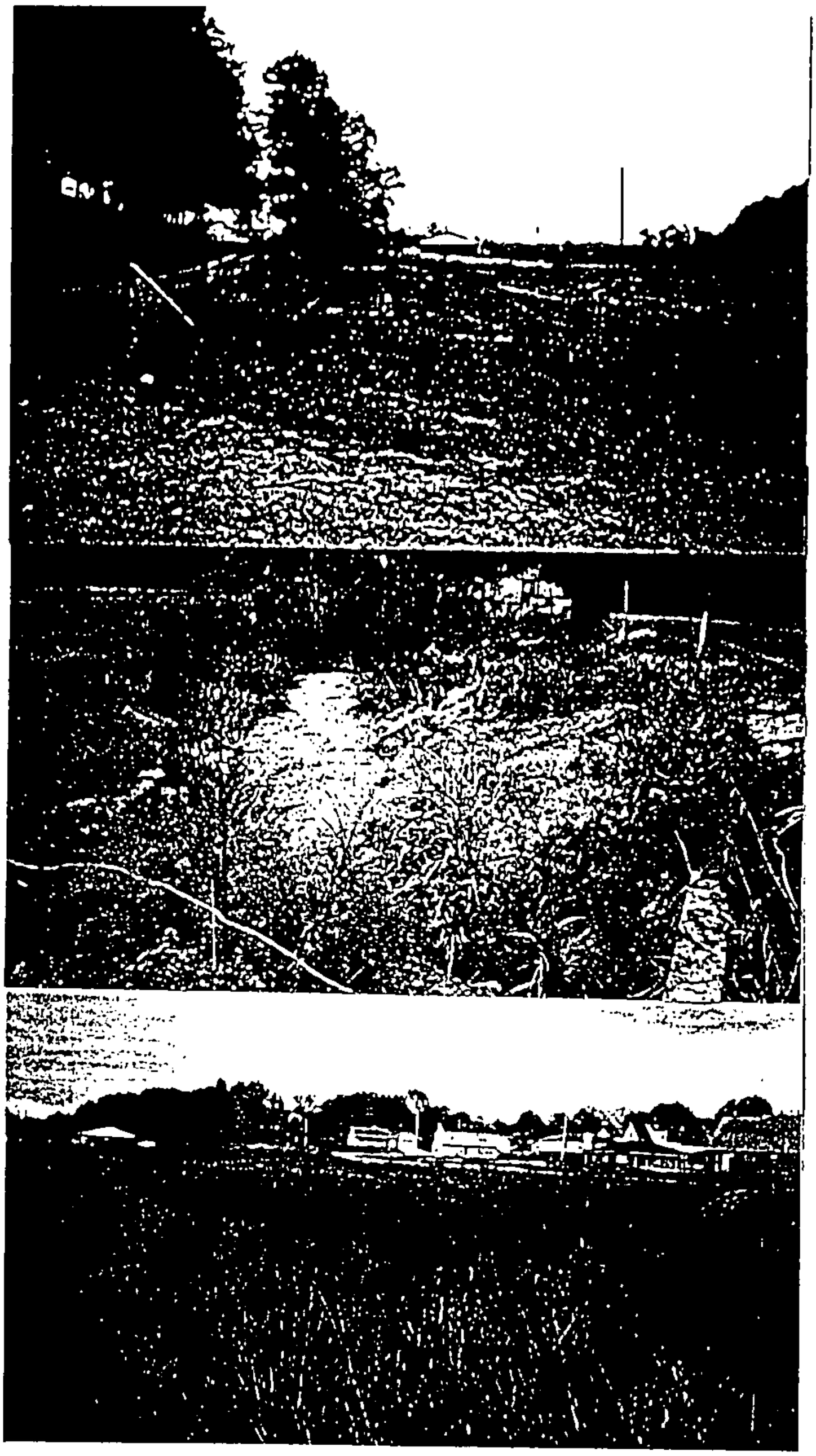
LEFT RESIDUAL PROPERTY



RIGHT RESIDUAL PROPERTY

ACQUISITION AREA

JOB.0404179
TRACT:5



ACQUISITION AREA

JOB:0404179
TRACT:5

COMPARABLE SALES

GRANTOR:	Norman L. and Pauline C. Darling		
GRANTEE:	B. W. Dykes and Sue Ann Dykes		
DATE:	7-94	SIZE:	11.78 ±Ac
CONSIDERATION:	$213,000	PER UNIT:	$15,457/Ac Imp.
RECORDED	94-40808 & 94-046189	REV. STAMPS:	$706.20
VERIFICATION:	With S A Dykes 10-30-97 by BFT	FINANCING:	Owner financed
MOTIVATION:	Home site	ZONING:	A-1
USE (DATE OF SALE):	Residential	H & B USE:	Residential
USE NOW:	Residential	DEPTH:	
FRONTAGE:	546 ±' on Elmore St.	DRAINAGE:	Good
SHAPE:	Irregular	UTILITIES:	All available except sewer
SOIL TYPE:	Rocky Clay Loam		
ACCESS:	Developed on the west side of Elmore St. 200 yds. north of Main St.		

LEGAL DESC: PT NE1/4 SEC. 22, T17N, R30W

SALE LOCATION: North of Main, West of Elmore and South of Hewitt with access developed by drive from Elmore.

TOPOGRAPHY: High and rolling

REMARKS: Mrs. Dykes said the house was worth $130,000 on D.O.S. there is also a Spa built at the rear that was included in this price. Two additional dwellings have been built on this tract since the sale date.

IMPROVEMENT DATA

BUILDING TYPE: 1-story single family residence
SIZE: 3,000 Sq. Ft.
TOTAL ROOM COUNT: 10 Bedrooms: 3 Bathrooms: 2
APPROXIMATE AGE: 20 years

EXT. CONSTRUCTION:	1-st. brick	INT. CONSTRUCTION:	
FOUNDATION:	Pier	HEATING:	Central
ROOF:		INSULATION:	Yes
GARAGE:	2-Car	PLUMBING FIX:	Standard
OTHER:	Spa	WALLS:	
SIDING	Brick	FLOORS:	Carpet/vinyl
PORCHES		COOLING	Central
LANDSCAPING:	Standard	TRIM:	Standard
CONDITION:	Good	ELEC. FIX:	Standard
		CEILING:	
		CONDITION:	Good

Attach Photo Here

JOB:	010179
COUNTY:	Washington
SALE:	YY

vs 010179 Sale YY

COMPARABLE SALES

GRANTOR:	Bobby Gene Teague and Chloe Ella, H/W		
GRANTEE:	William C. Kendrick and Carol Kendrick, H/W		
DATE:	3-22-93	SIZE:	22.56±Ac
CONSIDERATION:	$165,000	PER UNIT:	$7,314/Ac Improved
RECORDED	93-14575	REV. STAMPS:	$330.00
VERIFICATION:	With Dr. Kendrick 10-30-97 by BFT	FINANCING:	Cash to Seller
MOTIVATION:	Investment	ZONING:	R-1
USE (DATE OF SALE):	Agricultural-Residential	H & B USE:	Residential
USE NOW:	Agricultural-Residential	DEPTH:	1019±' max
FRONTAGE:	186±' on Cardwell	DRAINAGE:	Good
SHAPE:	Irregular	UTILITIES:	Electricity, water, phone
SOIL TYPE:	Rocky clay loam		
ACCESS:	Developed from the west side of Cardwell by a gravel drive.		

LEGAL DESC: PT NE 1/4 NW1/4 Sec. 22, T17N, R30W

SALE LOCATION: On the north side of Cardwell, 100 yards north of Main.

TOPOGRAPHY: High and rolling hills

REMARKS: This is a beautiful old residential home-place and small farm. However, it has been zoned R-1 and can be developed and subdivided. The house needed some minor repairs which were completed after the sales.

value of dwelling = $20,000
value of open sheds & O.B'S. = $ 1,000

IMPROVEMENT DATA

BUILDING TYPE: 1 story frame dwelling
SIZE: 978± Sq. Ft.
TOTAL ROOM COUNT: Bedrooms: Bathrooms:
APPROXIMATE AGE: 75

EXT. CONSTRUCTION:		INT. CONSTRUCTION:	
FOUNDATION:	Concrete	HEATING:	Central
ROOF:	Gable - asphalt shingles	INSULATION:	
GARAGE:		PLUMBING FIX:	
OTHER:		WALLS:	
SIDING	Vinyl or alum. over wood	FLOORS:	
PORCHES	Open front - 126 Sq. Ft.	COOLING	Central
LANDSCAPING:	Minimal	TRIM:	
CONDITION:	Very good	ELEC. FIX:	
		CEILING:	
		CONDITION:	

Attach Photo Here

JOB: 040179
COUNTY: Washington
SALE: X

vs:040179 Sale -X

ARKANSAS STATE HIGHWAY COMMISSION
LITTLE ROCK, ARKANSAS

JOB NO. J179 - FAP BRN 9142(7)
JOB NAME MUD CREEK STR./APPRS.
(FAYETTEVILLE (S)

WE HAVE ON THIS DATE EXAMINED THE RECORDS OF WASHINGTON COUNTY, ARKANSAS, AND FIND THAT THE LAST APPARENT OWNER OF RECORD AND SUBSEQUENT CHAIN OF TITLE TO THE FOLLOWING DESCRIBED LAND, TO WIT:
(See Attached)

PART OF THE SW1/4 SE1/4 AND PART OF THE SE1/4 SE1/4
SECTION 22, TOWNSHIP 17 NORTH, RANGE 30 WEST, JOHNSON

IS: WALTER S. ROBINSON III AND CAROL E. VAN SCYOC, AS TIC
TYPE OF INSTRUMENT WARRANTY DEED
DATE OF INSTRUMENT 11-26-90 DATE FILED 11-28-90
BOOK 1396 PAGE 549 CONSIDERATION $1.OVC REVENUE STAMPS $82.60
GRANTOR(S) SAM MATHIAS AND VIRGINIA HOWARD (BOH UNMARRIED PERSONS)

GRANTEE
BOOK PAGE TYPE OF INSTRUMENT
DATE OF INSTRUMENT DATE FILED
GRANTOR(S)

GRANTEE
BOOK PAGE TYPE OF INSTRUMENT
DATE OF INSTRUMENT DATE FILED
GRANTOR(S)

GRANTEE
BOOK PAGE TYPE OF INSTRUMENT
DATE OF INSTRUMENT DATE FILED
GRANTOR(S)

GRANTEE
BOOK PAGE TYPE OF INSTRUMENT
DATE OF INSTRUMENT DATE FILED
GRANTOR(S)

MORTGAGES, JUDGMENTS AND ALL OTHER LIENS AFFECTING SAID LAND NOT RELEASED:
BOOK PAGE DATE FILED NATURE
HOLDER **** NO SEARCH MADE THIS DATE ****
BOOK PAGE DATE FILED NATURE
HOLDER
BOOK PAGE DATE FILED NATURE
HOLDER
BOOK PAGE DATE FILED NATURE

TAXES AND ASSESSMENTS FOR THE YEAR 1995 ARE ASSESSED IN THE NAME OF:
WALTER ROBINSON III ETUX TAXES FOR 1994 PAID/UNPAID.
PARCEL NO. 785-18133-0 LAND VALUE $ IMPROVEMENTS $
TOTAL VALUATION $ TOTAL ACREAGE OF TRACT
CERTIFIED TO BE CORRECT (AS SHOWN OF RECORD) AS OF THIS 26 DAY OF JUNE, 19 94.

RECEIVED
OCT 1 ...
APPRAISAL SECTION
RIGHT OF WAY DIVISION

KATHRINE LYONS, ABSTRACTER

TRACT NO. 5 CERTIFICATE NO. 12 PAGE NO. 1

WARRANTY DEED
UNMARRIED PERSON

FILED FOR RECORD
'90 NOV 28 PM 3 21
WASHINGTON CO AR
A. BELLMEYER

KNOW ALL MEN BY THESE PRESENTS:

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

Part of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 22 and part of the Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northeast Quarter of Section 27 all in Township 17 North of Range 30 West, being more particularly described as follows, to-wit: Beginning at a point which is 1295.8 feet North and 1540.04 feet West of the Southeast corner of said Section 22 and running thence S 09 degrees 05'40" W 1019.79 feet to the East right of way of Frisco Railroad; thence along said railroad right of way the following bearings and distances: S 32 degrees 17'20" E 547.10 feet, S 32 degrees 10'57" E 806.62 feet, S 28 degrees 03'30" E 205.12 feet, S 21 degrees 53'29" E 220.09 feet, S 21 degrees 53'29" E 272.01 feet; thence N 78 degrees 06'31" E 42.50 feet; thence N 21 degrees 53'29" W 173.50 feet; thence S 75 degrees 10'55" E 463.16 feet, to the centerline of Johnson Road; thence with said centerline of Johnson Road, thence following bearings and distances: N 04 degrees 47'51" W 435.35 feet, N 05 degrees 25'46" W 330.39 feet, N 16 degrees

Continued

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

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

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

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

Address

Sam Mathias (SEAL)
Virginia Howard (SEAL)

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF Washington ss:

$82.50
014816

ARKANSAS DOCUMENTARY $1.00 07 11 09 11

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

WITNESS my hand and seal as such Notary Public on this 26th day of November

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OCT 31 1991
APPRAISAL SECTION

Notary Public Carol M. Barker

330 Dixie Lane Fayetteville, Ark. 72701

BOOK 1396 PAGE 549 BOOK 1394 PAGE 332

28'59" W 101.49 feet, N 30 degrees 18'19" W 66.79 feet, N 34 degrees 30'19" W 149.22 feet, N 26 degrees 30'19" W 123.35 feet, N 22 degrees 03'19" W 92.25 feet, N 18 degrees 48'19" W 283.13 feet, N 07 degrees 03'19" W 122.45 feet, N 01 degrees 30'41" E 122.06 feet to the point of beginning. LESS AND EXCEPT part of the Southwest Quarter of the Southeast Quarter of Section 22, Township 17 North, Range 30 West, more particularly described as follows, to-wit: Beginning at a point North 1160.31 feet and West 1563.23 feet from the Southeast corner of said Section Twenty-two (22), said point in the center of Johnson Road 15.92 feet South of a one lane brige, thence S 07 degrees 03'19" E 106.53 feet along the centerline of said Johnson Road, thence S 18 degrees 48'19" E 36.75 feet to the North boundary line of telephone property, thence leaving the centerline of Johnson Road S 68 degrees 23' W along North telephone property line 59.00 feet, thence S 88 degrees W 132.50 feet, thence N 11 degrees 09'15" W 163.02 feet, thence N 88 degrees E 194.00 feet (on a line 5.0 feet North of an existing concrete water tank wall) to the point of beginning, said exception containing 0.69 acres, more or less. ALSO, LESS AND EXCEPT part of the Southeast Quarter of Section 22, Township 17 North, Range 30 West, being more particularly described as follows, to-wit: Commencing at the Southeast corner of said Section 22, thence North 386.80 feet, thence West 1223.59 feet to the point of beginning; thence S 16 degrees 20'59" E 79.55 feet; thence S 05 degrees 25'46" E 88.81 feet; thence S 80 degrees 20'57" W 229.57 feet, thence N 09 degrees 30'47" W 160.40 feet; thence N 79 degrees 40' E 225.90 feet to the point of beginning, said exception containing 0.86 acres, more or less.

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

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

RECEIVED
OCT
APPRAISAL SECTION

JOB NAME: Mud Creek Structures and Approaches (Fayetteville)

JOB: 040179
TRACT: 5

CONTRACT TO SELL
REAL ESTATE FOR HIGHWAY PURPOSES

Grantor: Walter S. Robinson III and Carol E. Van Scyoc, as tenants in common, with no right of survivorship.

Address:

Grantee: THE CITY OF FAYETTEVILLE

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

LEGAL DESCRIPTION

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

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

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

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

lgd
9/30/97

PREAUDITED AND ACCEPTED:

Property Manager to Negotiator

C.C 2/16/99
AGENDA

HARRINGTON, MILLER, NEIHOUSE & KRUG

A PROFESSIONAL ASSOCIATION
ATTORNEYS
113 EAST EMMA AVENUE * P.O. BOX 687
SPRINGDALE, ARKANSAS 72765-0687
Telephone (501) 751-6464
Telecopier (501) 751-3715
e-mail address: mail @Arkansaslaw.com

Michele A. Harrington
Stephen J. Miller
John P. Neihouse, LL.M (in Taxation) *
E. Wayne Krug **

* Also licensed in Texas
** Also licensed in Oklahoma

William F. Mertins, Jr.

OF COUNSEL
Stephen D. Stitt

February 4, 1999

RECEIVED

FEB 04 1999

CITY CLERK'S OFFICE

Ms. Heather Woodruff
Fayetteville City Clerk
113 W. Mountain Street
Fayetteville, Ar. 72701

RE: Appeal of One Condition of Approval of the CMN Business Park II , Phase II, Approved by Planning Commission Jan.12, 1999

Dear Heather:

Please consider this letter a notice of my client's appeal to the City Council of one condition of approval affecting only Lot 17 of the preliminary plat for CMN Business Park II, Phase II, approved January 12, 1999. We ask to be included in the agenda for the February 16, 1999, City Council meeting. Mel Milholland, as engineer, and I, as legal counsel, are representing CMN Properties on this appeal.

The condition being appealed affects only Lot 17 of the plat. It requires the owners to dedicate approximately 3.8 acres of land (described as Option B on the plat) for the City Master Street Plan's proposed "fly-over," designed to carry northbound traffic from Highway 71B to the Fulbright Expressway and Bypass I-540. Although the Planning Commission has elected Option B, the alternate Option A dedication, which is also shown on the plat, was recommended by the Planning staff and all traffic engineers who reviewed the matter. Those recommending Option A included the City's Engineers, Ernie Peters, and Dr. Bob Alguire, who was present at the special Planning Commission meeting on January 15, 1999. Option A is also closer to the Master Street Plan designation for the fly-over than Option B.

The competing Options A and B were discussed at both the special Planning Commission meeting on January 15, 1999, and at the regular Planning Commission

meeting on January 25, 1999. Ernie Peters, the traffic engineer retained by the owners at the City's suggestion, who has continually studied the traffic problems of this area for both the City and the owners for over 4 years, as well as Dr. Bob Alguire, who is originally responsible for the designation of the fly-over on the Master Street Plan, and Charles Venable, who originally sketched out Option B as a possibility of how the fly-over could be drawn, all agree that the *safest and best choice* is Option A. It is surprising, then, that the majority of the Planning Commission declined to follow the unanimous opinion of all experts, and selected Option B instead. Option B takes a substantial amount of highly valuable marketable commercial property from the owners without an engineering or legal justification.

Regardless which option is chosen, it is the opinion of many that the fly-over will never be built . The AHTD has stated that it has never planned to build the structure, the City has never engineered or scheduled it, and the cost is reportedly in excess of $4 million. The traffic experts have stated that the number of cars needing to make the "fly-over" turn is not sufficient to justify its construction. Furthermore, there is now discussion by City staff and the Planning Commission about reducing the status of the Fulbright Expressway from an AHTD controlled-access highway, to a "limited" access highway in order to construct an at-grade intersection for north-south access from both the Mall area and downtown Fayetteville, through the North Hills Medical Park. If this occurs, it may further diminish any need for the fly-over.

Given the substantial economic harm to the owners from sacrificing all future economic use of the 3.8 acres of Option B, it is not reasonable to require Option B contrary to the recommendations of the engineers having expertise in traffic control and safety.

The purpose of the fly-over will be to move city-wide traffic west to the Bypass (I-540). It is a common and constitutionally-required practice that any taking of land for a city-wide purpose should be compensated at fair market value. Furthermore, Arkansas Statutes require such compensation in these circumstances. (See A.C.A. Sec. 14-56-412, and 417.) Therefore, CMN believes that any acreage required to be dedicated for the fly-over should be compensated by the City.

The owners have agreed to all other conditions of both the Phase I and Phase II plats of this development, though many are burdensome and the necessity of several may be questionable. CMN has dedicated, or will dedicate, to the City for streets and multi-use trails, approximately 20.1 acres of land in Phase I, and 7.5 acres (excluding any fly-over

reservation) in Phase II. An additional 27.9 acres of floodway will be preserved as a natural green space as well. CMN has built or will build streets and infrastructure costing in excess of Six Million dollars, all of which will be dedicated to the City and will enhance the city's street connectivity and economic viability into the future.

The owners ask for relief of only one condition of this Phase II plat, and request that the reservation of land for Option B (3.8 acres) be changed to the reservation of land for Option A (1.2 acres), and be treated as a compensated right-of-way acquisition. If the fly-over is not built within 10 years, we ask that the fly-over acreage revert to the then-owner of Lot 17, so that it does not lie forever without use.

Please place this appeal on the agenda for the next (February 16th) City Council meeting, and send me an agenda. Thank you very much.

Sincerely,

Miki Harrington

Michele A. Harrington
Attorney for CMN Properties

MAH/rtv

Attachments: Conditions of Approval
13 copies of Preliminary Plat, Phase II

cc: Charlotte Steele
Marjorie Brooks
Nancy Rubeck
Mel Milholland
Jim Irwin

*11871 Ark.Stats § 14-56-412

WEST'S ARKANSAS CODE
TITLE 14. LOCAL GOVERNMENT
SUBTITLE 3. MUNICIPAL GOVERNMENT
CHAPTER 56. MUNICIPAL BUILDING AND ZONING REGULATIONS--PLANNING
SUBCHAPTER 4--MUNICIPAL PLANNING

Current through End of 1997 Regular Session

§ 14-56-412. Powers and duties

(a) GENERALLY. The planning commission shall have the duty and function of promoting public interest in, and understanding of, the long-term coordinated municipal planning.

(b) COMPREHENSIVE STUDIES. The commission shall prepare a work program and make comprehensive studies of the present conditions and the probable future growth of the municipality and its neighboring territory.

(c) PLANNING AREA MAP. The commission shall prepare and maintain a map showing the general location of streets, public ways, and public property and the boundaries of the area within the territorial jurisdiction for which it will prepare plans, ordinances, and regulations. The map shall be known as the planning area map.

(d) PLANS OF AREA. Following preparation of the planning area map, the planning commission may prepare plans for all, or any portion of, the area encompassed by the map, which may consist of maps, plats, charts, diagrams, and necessary documents and descriptive matter. The plans may include, but shall not be limited to:

(1) A master street plan;

(2) A land use plan; and

(3) A community facilities plan.

(e) IMPLEMENTATION OF PLANS. In order to promote, regulate, and control development, and to protect the various elements of the plans, the commission, after adoption of appropriate plans as provided, may prepare and transmit to the legislative body such ordinances and regulations as are deemed necessary to carry out the intent of the plans, or of parts thereof.

(f)(1) REFERRAL TO PLANNING COMMISSION. After adoption and filing as provided of a plan, no public way, ground, or open space; public building or structure; publicly or privately owned public utility line or terminal or transportation line or terminal; or public development or redevelopment or renewal project shall be acquired, constructed, or authorized unless such a project, proposal, or development has been submitted to the commission for review, recommendation, and approval as to its conformity with the plan.

*11872 (2) The commission's disapproval of a proposal submitted to it may be overruled only by a recorded vote of two-thirds (2/3) of the full membership of the submitting or authorizing body.

(3) Failure of the commission to act within sixty (60) days of the submission of the proposal shall be deemed approval unless further time is allowed by the submitting public board, commission, or body.

(g) REFERRAL TO BODIES RESPONSIBLE FOR LAND ACQUISITION. After adoption and filing as provided of a community facilities plan or a master street plan, no parcel of land indicated by the plan which lies within the bounds of a proposed public use facility or mapped street shall be privately developed until the public board, commission, or body having jurisdiction or financial responsibility for the reserved area shall have refused to execute a written option or to file suit for condemnation to acquire the area. This refusal shall be given by the public board, commission, or body within one (1) year of the

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date the action is requested by the property owner. This procedure may be enforced for the specified one (1) year period by the refusal to issue building permits or by other methods. However, it may be enforced only in cases where regulations governing the development and subdivision of land do not apply.

(h) PUBLIC IMPROVEMENT PROGRAM. The commission may prepare, annually, a program for an appropriate period, recommending a coordinated program of capital expenditures for public improvements. For the purpose of preparing this program, the commission may request and receive information concerning public improvements from all public officials and public bodies.

(i) RECOMMENDATIONS AND REPORTS. The commission may make recommendations and reports to the public and to public and private agencies.

(j) SURVEYS. The commission may enter upon land to make examinations and surveys and to maintain necessary monuments and markers thereon.

(k) FUNDS AND PERSONNEL. The commission may receive and spend funds from federal, state, county, municipal, and other public and private sources, may contract with respect thereto, and may hire a staff and contract for consultant services.

Search this disc for cases citing this section.

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*11879 Ark.Stats § 14-56-417

WEST'S ARKANSAS CODE
TITLE 14. LOCAL GOVERNMENT
SUBTITLE 3. MUNICIPAL GOVERNMENT
CHAPTER 56. MUNICIPAL BUILDING AND ZONING REGULATIONS--PLANNING
SUBCHAPTER 4--MUNICIPAL PLANNING

Current through End of 1997 Regular Session

§ 14-56-417. Land development regulations; authorization

(a)(1) Following adoption and filing of a master street plan, the commission may prepare and shall administer, after approval of the legislative body, regulations controlling the development of land.

(2) The development of land includes, but is not limited to:

(A) The provision of access to lots and parcels;

(B) The extension or provision of utilities;

(C) The subdividing of land into lots and blocks; and

(D) The parceling of land resulting in the need for access and utilities.

(b)(1) The regulations controling [FN1] the development of land may establish or provide for the minimum requirements as to:

(A) Information to be included on the plat filed for record;

(B) The design and layout of the subdivision, including standards for lots and blocks, street rights-of-way, street and utility grades, and other similar items; and

(C) The standards for improvements to be installed by the developer at his own expense such as street grading and paving; curbs, gutters, and sidewalks; water, storm and, sewer mains; street lighting; and other amenities.

(2)(A) The regulations may permit the developer to post a performance bond in lieu of actual installation of required improvements before plat approval.

(B) They may provide for the dedication of all rights-of-way to the public.

(3)(A) The regulations may govern lot or parcel splits, which is the dividing of an existing lot or parcel into two (2) or more lots or parcels.

(B) No deed or other instrument of transfer shall be accepted by the county recorder for record unless the deed or other instrument of transfer is to a lot or parcel platted and on file or accompanied with a plat approved by the commission.

(4) The regulations shall establish the procedure to be followed to secure plat approval by the commission.

(5)(A) The regulations shall require the developer to conform to the plan currently in effect.

(B)(i) The regulations may require the reservation, for future public acquisition of land for community or public facilities indicated in the plan.

*11880 (ii) This reservation may extend over a period of not more than one (1) year from the time the public body responsible for the acquisition of reserved land is notified of the developer's intent.

(6) When a proposed subdivision does not provide areas for a community or public facility based on the plans in effect, the regulations may provide for reasonable dedication of land for such public or community facilities, or for a reasonable equivalent contribution in lieu of dedication of land, such contribution to be used for the acquisition of facilities that serve the subdivision.

(c) Within the area within which the municipality intends to exercise its territorial jurisdiction as indicated on the planning area map, the county recorder shall not accept any plat for record without the approval of the planning commission.

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PC Meeting of 25 Jan 99

FAYETTEVILLE

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

CMN Business Park II, Phase II

TO:	Fayetteville Planning Commission Members
THRU:	Alett S. Little, City Planner
FROM:	Dawn Warrick, Ron Petrie P.E.
DATE:	January 21, 1999

Project: **PP 98-12.00: Preliminary Plat (CMN Business Park II, Phase II, pp 173, 174)** was submitted by Mel Milholland of Milholland Engineering on behalf of CMN Properties for property located south and west of Northwest Arkansas Mall. The property is zoned C-2, Thoroughfare Commercial, and R-O, Residential Office, and contains approximately 78.28 acres with 7 lots proposed.

Findings: This is the second phase of a commercial development south of the Northwest Arkansas Mall and north of the Fulbright Expressway. This project will connect Mall Ave to Van Asche and Steele Blvd to Shiloh Drive.

Recommendations: Approval subject to the following Conditions of Approval:

Conditions of Approval:

1. Planning Commission determination of the need for right-of-way dedication for the future "fly-over" as shown on the Master Street Plan. Staff agrees that the alternate "fly-over" as shown in Area "A" is acceptable. Staff has met with Dr. Bob Alquire and we are presently reviewing some alternatives to the existing traffic flow located to the south and west of this property. These alternatives will not affect the need for the "fly-over" in the future.

   Subsequent to the special P.C. meeting of January 15, 1999, several alternatives for at-grade crossings were proposed. A large size map of these alternatives will be available at the agenda session. The at-grade crossings would require the planned location of both Steele Blvd. and Mall Ave. to change so that intersections with Hwy 71B could be at right angles.

2. Planning Commission determination of the requested three variances.
   a. Defer tree replacement as a responsibility of individual tract developers.
   b. Request waiver of the Master Street Plan for the construction of Shiloh Drive across the southern boundary of lots 15 & 16. This is a continuation of what was approved for lot 7 in phase I.
   c. Request waiver to construct sidewalk on northern side of Shiloh Drive only. This is a continuation of what was approved for lot 7 in phase I.

3. The Developers have proposed a width of 36' for all streets in this development with the exception of a two lane bridge across Mud Creek. Staff recommends that this bridge also be three lanes with sidewalks on both sides paid 100% by developer.

4. Planning Commission determination of the requested contributions for off-site improvements. At the SDC meeting it was stated that the off-site contributions for the entire 309 acres are estimated at $134,000 - $140,000 and that 25% of this will be required for the proposed preliminary plat (phase II).

5. No building permits will be issued until a design theme for Commercial Design Standards has been approved by the Planning Commission (this may be accomplished by setting the theme with the first large scale development approval).

6. Sidewalk construction is to be in accordance with current standards to include driveway approaches and access ramps constructed to Ordinance #4005, Section §98.67, City of Fayetteville, Code of Ordinances. An inspection is required prior to the concrete pour. Driveway approaches shall be constructed of Portland Cement Concrete. Green space and sidewalk widths are to meet standards listed under construction notes IVA,B and C.

7. Plat Review and Subdivision comments (to include written staff comments mailed to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, TCA Cable)

8. All improvements shall comply with City's current requirements.

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

10. Preliminary Plat approval to be valid for one calendar year.

11. All proposed improvements are subject to further review at the time construction plans are submitted. All utilities will be located underground. Wider easements shall be required if the easement contains any other utility. Fire protection and fire hydrant locations shall meet the more stringent of the published water standards or the fire Chief's request. Steel encasements will be required for waterlines under box culverts, wingwalls, and retaining walls. The waterline is to be constructed 10 feet from any retaining wall footing.

12. The individual lot developers will be required to provide access to existing and new manholes. The minimum distance from the edge of the sanitary sewer line to the easement will be 10 feet. Wider easements shall be required if the easement contains any other utility or if the depth is greater than 10'. The existing sanitary sewer piers in Mud Creek will need to be reinforced. Sewer lines shall have steel encasements under box culverts, wingwalls, and retaining walls. The sewer line should be constructed 10 feet from any retaining wall footing.

13. The Corps of Engineer's approval will be required before any work is begun in the floodplain, floodway, or any wetlands contained on the site. The City of Fayetteville will not provide maintenance to the proposed channel. All bridge calculations will be submitted to the Engineering Department for review. Only the portion of Mud Creek immediately upstream and downstream of the proposed bridge will be rechannelized per the developer's agreement during Phase I approval.

14. The construction of Shiloh Drive on Lot 7 of Phase I will be constructed as a condition of approval for Phase II.

BACKGROUND:

The proposed preliminary plat is Phase II of the CMN Business Park II and contains approximately 78.28 acres with 6 lots proposed. The preliminary plat was reviewed at the December 16, 1998 Technical Plat review, the December 31, 1998 Subdivision Committee meeting, and at a specially called meeting of the Planning Commission on January 15, 1999.

Discussion included the trail location along Mud Creek and Master Street Plan issues, especially the fly over as shown on the Master Street Plan. As a result of the special P.C. meeting, additional review of possible at-grade crossings and elimination of the controlled access status of Hwy 71B from the bypass to Hwy 71B was promised. A tentative map of alternatives will be available at the agenda session.

The Subdivision Committee voted to forward the preliminary plat to the full Planning Commission subject to the discussed revisions.

INFRASTRUCTURE:

a) Water will be looped from future water along Shiloh Drive and Van Asche Drive in Phase I to the north along Mall Lane.

b) Sanitary sewer is available. Extensions will be necessary.

c) Streets. Refer to the conditions of approval as noted above.

d) Grading and Drainage. A preliminary plan and report has been received. A complete and final plan and report will be required prior to construction.

PLANNING COMMISSION ACTION: __yes__ Required
_____ Approved _____ Denied

Date: January 25, 1999

Comments:

_____

_____

_____

_____

CITY COUNCIL ACTION: __no__ Required
_____ Approved _____ Denied

Date: ___/___/___

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

_____
by

_____
title

_____
date

PP98.00-12.00 - CMN Phase II - One Mile Radius

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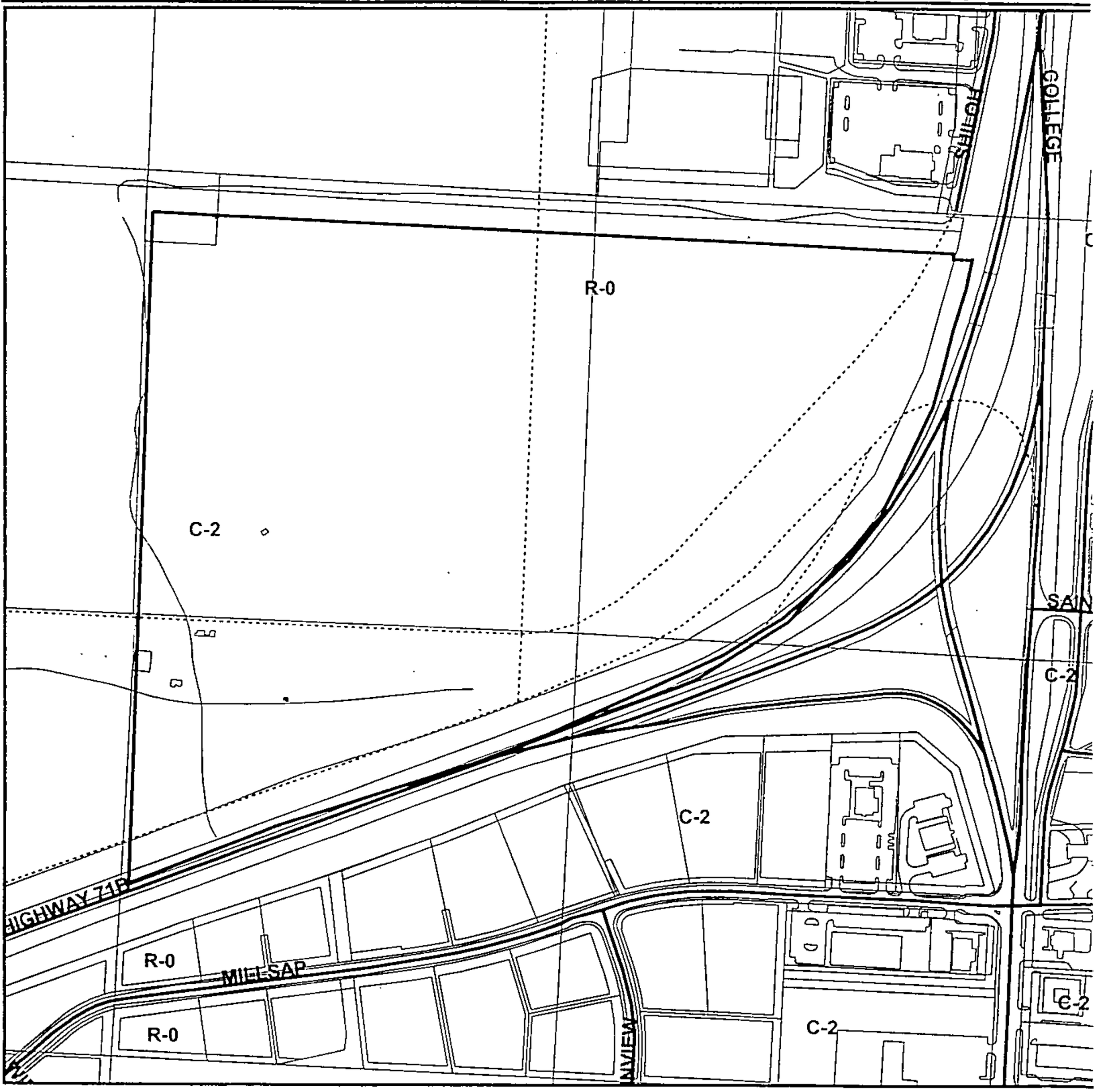
PP98.00-12.00 - CMN Phase II - Close Up



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PP98-12: PRELIMINARY PLAT
CMN BUSINESS PARK II, PH II PP173, 174

This request was submitted by Mel Milholland of Milholland Engineering on behalf of CMN Property for property located south and west of Northwest Arkansas Mall. The property is zoned C-2, Thoroughfare Commercial, and R-O, Residential Office, and contains approximately 78.28 acres with 7 lots proposed.

Staff recommended approval subject to the following conditions:

1. Planning Commission determination of the need for right of way dedication for the future "fly-over" as shown on the Master Street Plan. Subsequent to the special Planning Commission meeting on January 15, 1999, the at-grade crossings would require the planned locations of Steele Blvd. and Mall Ave. to change so that intersection with Highway 71B could be at right angles.

2. Planning Commission determination of the requested three variances:

   a. Defer tree replacement as a responsibility of the individual tract developers.
   b. Request waiver of the Master Street Plan for the construction of Shiloh Drive across the southern boundary of Lots 15 and 16. This is a continuation of what was approved for Lot 7 in Phase I.
   c. Request wavier to construct sidewalk on northern side of Shiloh Drive only. This is a continuation of what was approved for Lot 7 in Phase I.

3. The Developers have proposed a width of 36 feet for all streets in this development with the exception of a two lane bridge across Mud Creek. Staff recommends that this bridge also be three lanes with sidewalks on both sides paid 100% by the developer.

4. Planning Commission determination of the requested contributions for off-site improvements. At the Subdivision Committee meeting is was stated that the off-site contributions for the entire 309 acres are estimated at $134,000 to $140,000 and that 25% of this will be required for the proposed preliminary plat (Phase II.)

5. No building permits will be issued until a design theme for Commercial Design Standards has been approved by the Planning Commission (this may be accomplished by setting the theme with the first large scale development approval.)

6. Sidewalk construction is to be in accordance with current standards to include driveway approaches and access ramps constructed to Ordinance #4005, Section §98.67. An

inspection is required prior to the concrete pour. Driveway approaches shall be constructed of Portland Cement Concrete. Green space and sidewalk widths are to meet standards listed under construction notes, IV A., B., and C.

7. Plat Review and Subdivision comments (to include written staff comments mailed to the applicant or his representative, and all comments from utility representatives.

8. All improvements shall comply with the City's current requirements.

9. Staff approval of final detailed plans, specifications and calculations for grading drainage, water, sewer, fire protection, streets, sidewalks, parking lots, and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval.

10. Preliminary plat approval is to be valid for one calendar year.

11. All proposed improvements are subject to further review at the time construction plans are submitted. All utilities will be located underground. Wider easements shall be required if the easement contains any other utility. Fire protection and fire hydrant locations shall meet the more stringent of the published water standards or the Fire Chief's request. Steel encasements will be required for waterlines under box culverts, wingwalls, and retaining walls. The waterline is to be constructed 10 feet from any retaining wall footing.

12. The individual lot developers will be required to provide access to existing and new manholes. The minimum distance from the edge of the sanitary sewer line to the easement will be 10 feet. Wider easements shall be required if the easement contains any other utility or if the depth is greater than 10 feet. The existing sanitary sewer piers in Mud Creek will need to be reinforced. Sewer lines shall have steel encasements under box culverts, wingwalls, and retaining wall footing.

13. The Corps of Engineer's approval will be required before any work is began in the floodplain, floodway, or any wetlands contained on the site. The City of Fayetteville will not provide maintenance to the proposed channel. All bridge calculations will be submitted to the Engineering Department for review. Only the portion of Mud Creek immediately upstream and downstream of the proposed bridge will be rechannelized per the developer's agreement during Phase I approval.

14. The construction of Shiloh Drive on Lot 7 of Phase I will be constructed as a condition of approval for Phase II.

Mel Milholland, Micki Harrington, Ernie Peters, and Jim Irwin were present on behalf of the preliminary plat.

Discussion

Milholland: The only condition that I can see that we might have a problem with would item 3. We desired a two lane bridge because there can't be any passing on it. The third land is basically a turning lane. What we want is to converge that into a 2 lane across the bridge and back out to 3 lanes on either side. We're coming up to Mall Lane which is an extra wide 2 lane. It varies from 30 feet to 33 or 34 feet. We originally proposed to go 2 lane all the way across the bridge and they came back and said they would like to have three lanes across those two lots and we agreed. We kept the 2 lane bridge. This is the first I knew that we were being asked to do a 3 lane bridge.

Odom: Tonight is not the first time you've heard that.

Petrie: That comment was made at the Subdivision Committee level.

Milholland: I had to leave that meeting early.

Public Comment

None.

Further Discussion

Odom: What is the plan for Mall Lane outside of this development? Will it remain 2 lane?

Petrie: It is my understanding that Mall Lane is approximately 33 feet in width and 2 lane is typically 28 feet. At this time, there are no plans outside of this development.

Odom: Why do we need a turning lane on the bridge?

Petrie: Primarily due to the configuration of the lots to the north and south of the bridge to provide stacking for any turning into these future developments.

Milholland: I understand what he is saying. We only have two lots there and we're coming off of a much longer distance from Joyce Street to the end of existing Mall Lane and there isn't any turn lane there. Continuity with that would be just going across the bridge and go into the three lanes. We wouldn't even have to put three lanes in front of the first two lots for turning purposes. If you had 3 lanes in front of the first 2 lots that you left existing Mall Lane, you would be better off with

what you have at Mall Lane now. That bridge is fairly expensive to building for a third lane and that's the reason it is one of the factors. We request that you give consideration to our request.

Odom: The flyover as shown on the Master Street Plan states that the staff agrees that the alternative flyover shown in Area A is acceptible. What is your position on the dedication currently of the right of way?

Milholland: We have consented to that.

Forney: As I look at the plat, I see two different options. One is Area A and the other is Area B. What you have consented to is the dedication of the right of way for Area A.

Milholland: At our special meeting, Mr. Venable concurred with that and Mr. Beavers is here to speak for himself. Staff also concurs with that.

Forney: We discussed this at length at the agenda session and I don't think I will be voting in favor of a plat that is limited to Area A. I think we need the flexibility allowed by the Area B dedication. The Area A dedication seems to require that the right hand exit off of North College Avenue span over Sain Street. It will be elevated at that point and I fear it will create visibility problems for the properties along the Frontage Road. While I know there is the argument to be made that a left hand exit is not as ideal as a right hand exit, I see them all the time. We have a substantial one taking you from Highway 71 Bypass on up 71 towards Springdale as a for instance. I don't feel that is a compelling argument. We need to retain our flexibility on that issue with this plat.

Johnson: Regarding the at grade intersection, where did that wind up? It could be accomplished by down grading 71 Bypass at both Mall Lane and Steele Avenue.

Little: Mr. Beavers, are you going to address us on the at grade intersection or do you want me to try and do that.

Beavers: This morning, Mr. Milholland and myself along with Alett Little and Ron Petrie and Mr. Venable met and went over this project.

Johnson: There were some Commissioners who were unable to be present at the Agenda Session. We had before us a couple of drawings that Dr. Alguire had prepared at our request showing a couple of at grade intersections at Mall Lane and Steele Avenue with what is now the Bypass. It seemed to most of us that those might be promising and that they might be beneficial to traffic flow in the area to allow traffic to get across the pass as Mr. Estes had talked about a few months back but also very beneficial to the applicant to get people in and out of their property. Mr. Milholland joined us at the Agenda Session.

Little: At Agenda Session, we did have a pencil sketched drawing from Dr. Bob Alguire. He had met with staff and proposed to us a number of at grade intersections. Let me explain what at grade intersections are. As you know right now, that portion of the Bypass which leaves the Bypass as it goes to Springdale and the portion of it that comes into Fayetteville, is also a controlled access highway. This means that there can only be access to the Highway by interchanges where people are allowed to merge in. An at grade intersection simply means there is no merge lane and generally it is controlled with a traffic signal. The areas that we talked about having at grade intersections were at Northhills Boulevard or as an alternative to Northhills, Wimberly Drive which is the other side of the medical park. The question that we talked about there is how we would tie into Steele Boulevard. It would be most helpful if we had a way to have a four way interchange and be able to cross completely across the Highway at that point. At this point, the decision to put it at Northhills or Wimberly Drvie, we tentatively made a decision that we would like to see it at Northhills Boulevard. There are two factors that go into that. One is the developer much prefers the alignment with Northhills Boulevard. The reason that is they have a substantial investment in Lot 7 and they have a buyer for Lot 7 that if we have to move Steele Boulevard over to coincide with Wimberly Drive, that it would impact the configuration of that lot. We are looking at Northhills. The other reason we are looking at Northhills is that Northhills does go through to Appleby Road, whereas Wimberly Drive terminates at Monte Painter before you get to Appleby. Northhills will get you twice as far. The other areas that we talked about at grade intersections were at Mall Lane as it nears the Bypass and that would affect only the west bound lane of that road. How would we do that? First, the control of the Highway would have to be given back to the City of Fayetteville, not only by Arkansas Highway and Transportation Department but the Federal Highway Administration. It is a two fold request that the City will have to carry forward in concert with the developer. This is not the first time that a control access highway change to a limited access highway has been requested. I was present when Mr. Venable made a call to AHTD and asked Bob Walters their Chief Engineer if this might be conceivable and he said no. I believe it is an important thing for the Commission and the City to carry forward and support. The reason is because you turned down Phase I of this particular development because of your concerns about ingress and egress and managing traffic. I believe it is a really good way to address your earlier concerns. Mr. Beavers will have to design the road intersections to such a point that the Highway Department can talk to us about that. He estimates that will take over a month to do. This is not a short time process. We require additional information and Mr. Peter's is being contacted about traffic counts and dispersement of traffic or which way the traffic would go if these additional openings were allowed. I believe we have his concurrence and also the developers concurrence that the information will be provided to the City so this may go forward. We expect that we could have the answer and this is based off information from Charles Venable to this question in about a year. We understand it would be a question that would take some time to solve but it's not something that would be indefinitely postponed. We should be able to get an answer to it.

Odom: So what do we do now to address it.

Little: I think we ask the developer to assure us they will make every effort to align Steele Boulevard to Northhills Boulevard.

Milholland: What we agreed to at the end of the agenda session and also at the meeting today with staff and Mr. Venable was to leave Lot 6 which is the southwest corner lot of Phase I that abuts Fulbright on the south and Steele Boulevard as approved on the east and leave that off of the market for a year to give the City time to pursue this and see if the Highway Department and the Federal Highway Commission would release access to the City where they could cross there. We are offering to cooperate to that point by taking it off the market. As far as Steele Boulevard as approved, we have a tremendous amount of effort and money invested not only by my client but by the buyer on several lots in Phase I that have a time frame. If that is not met, all the effort and money is down the drain. We hold to our position that we would have to access through Steele Boulevard and Shiloh as they are. If something miraculously happens, we are open to alternatives. We aren't going to build that street and put in curb and gutter on it tomorrow. We have a bridge we want to build across the creek starting around the first of June. We have to have at least the dirt work done down to the bridge and in the later part of the summer or early fall, we would be completing the street by paving, curbing, and guttering. We are willing to work as far as we can and take that one lot off the market so it could be an open door there. By the end of the summer, I hope we can have an answer from the Highway Department whether they will limit access or not. If it happens, we start planning how to do it. Ernie Peters and Mr. Venable talked today and they feel it will take time before the State and Federal Highway Department will provide us with an answer. I would like to address the issues of Mr. Peters working with Mr. Venable and getting the Highway Department the needed materials. We have to keep our commitments to our clients and the potential buyers or we'll loose all the momentum.

Tucker: You're only giving 12 months time period on this? What if the process is still moving along after the 12 months?

Milholland: 12 months is quite a length of time. We are willing to be cooperative and I think we would look at it again if there was no answer at the end of the time period.

Tucker: It sounds optimistic to me in terms of dealing with two bureaucracies.

Odom: They have an approved plat and they are willing to take one of the lots off of the market for one year. I think they are making a good business decision.

Milholland: I think it was requested that we work with the City and try to come up with a solution. First we have to find out if it can be done through the Highway Department. We have 12 months to work with you and see if we can do that.

Hoffman: Lot 6 will also have to process a large scale development. A year is fine with me. I think that is quite generous.

Milholland: We do have someone very interested in Lot 7 and they have spent money in planning for that.

Odom: Mr. Peters, were you going to study the connection from Steele Boulevard to Monte Painter Drive at one point?

Peters: In the study that we did as part of Phase I, we suggested the prospect not of an at grade crossing from north to south but rather a diamond interchange at that location. That may not be feasible but we feel there is promise as suggested by Dr. Alguire that it would be feasible at grade if we get some cooperation from the State and Federal Highway Administration. It could be a real possibility. The City has indicated that could take place within a year. I think six months is probably realistic. We've recently done a similar study for breaking controlled access on an Interstate facility in Little Rock. It's been about a six month process. The State and Federal Highway Administrations have some very strict guidelines that have to be complied with in terms of what is studied and the issues that are addressed as well as the impact on the entire street network. It's not an easy process but it's one that we would look forward to working with the City on.

Little: One of the concerns that we had earlier this morning was the location of Mall Avenue as it is presently planned in this Phase wouldn't meet the 1,000 feet criteria that we think exists for the Highway Department. Do you know anything about the 1,000 feet criteria?

Peters: What I think you're referring to is the 1,000 feet separation between major intersections on a limited access facility. It is now a controlled access facility and there is only access at interchanges. If it is downgraded to a limited access facility then you limit the number of access points. I don't believe that between the Gregg Street and the railroad overpass to College Avenue that there is really room for any more than one at grade intersection. From the preliminary look that I have given to it indicates that Steele Avenue along with Northhills is probably more likely than any kind of Mall Street connection across to the south.

Forney: When you say that it can only handle one, are you talking about a cross intersection? Our discussions of Mall were only discussions of connecting to the west bound lanes. Would that allowed with a second full crossing intersection at Steele and Northhills? Some of the Commissioners were not present at Agenda Session where these maps were presented. We did not discuss Mall having a full crossing which could take you to the south side of what is now the Bypass. We only discussed a "T" connection at that point. The only place that we considered a full crossing from north to south was either aligning Steele with Northhills or Wimberly. So, what about one full intersection and second "T" connection.

Peters: I don't think that should be ruled out. I think Mall Lane perhaps could be a west bound right turn and the south bound to west bound right turn or a right in/right out and not permitting any left turns at that location. That will need to be looked at as a part of the overall study that the Highway Department will expect to be done for any change of the access control.

Forney: One of the reasons I have trouble with the one year period is that this looks to me to be the best potential solution to the access issues. I think this has real benefits for the developer but, I'm not sure the developer feels that way. If the developer does, then the one year is plenty of time as long they recognize the benefits and they are willing to give this time. Is this a viable solution for access to property north of the Bypass?

Peters: We aren't making the decision whether the Highway Departments will grant a change in control of access. I think there is sufficient cause to believe if they are presented with enough complete information it is not a bad engineering decision to do so. I don't think Dr. Alguire would have suggested it if it was ill founded. I think it worthy of pursuit.

Forney: Do you think it will help access?

Peters: I think there is benefit to this property and I think there is a lot of benefit to the entire city. It makes a more complete network of the street system. Particularly where we lack north/south routes across the expressway facility. That is an obstacle, the same as a river would be.

Odom: What is staff's opinion of the waiver requests for A, B, and C under item 2?

Petrie: Staff supports all three waivers. Primarily because they are in line with what was requested in Phase I as approved by the Council.

Estes: When we first considered this in a rezoning, Mr. Peters and I had a good discussion regarding moving traffic in and out of the south part of the development. I appreciate what is being done with regard to Lot 6. I thank the developer, the applicant, Mr. Peters, and Mel for agreeing to work with the City staff in getting together the information that we need. This will be a herculean task to approach both a State Agency and a Federal Agency.

MOTION

Mr. Estes made a motion to approve preliminary plat 98-12 with the amendment to the first condition of approval, the second sentence to read, "...the alternative flyover as shown in Area A or B is acceptable."

Odom: I think we have to make a choice.

Forney: We're talking about right of way dedication.

Odom: You have to stay with one or the other.

Forney: Area A is limited and Area B is more substantial. They have total acreage for Option A is 1.65 and the total for Option B is 4.62.

Estes: I was trying to leave an option open and accommodate Commissioner Forney's comments because I agree that A could cause a problem.

AMENDMENT TO MOTION

Mr. Estes made an amendment to the motion for the second sentence to read, "...the alternative flyover as shown in Area B is acceptable." Further, the motion will grant the three waivers requested and is subject to all other conditions of approval.

Mr. Hoffman seconded the motion.

Further Discussion

Johnson: What is the effect of the motion on our discussion about Mall Avenue? What does that do to Mall Avenue having a "T" intersection with the Bypass. If we want to hold that open, the motion should address that.

Hoffman: If you're referring to the distance necessary to slow down from the flyover to get to Mall Avenue --

Johnson: No. On the plat as we are considering approving it, Mall Avenue only connects with Shiloh and if we would want to keep that open our motion must address a plat that would show Mall Avenue "T"ing in the Bypass.

Petrie: It is my understanding that right of way is there.

Odom: I don't know that as a part of a preliminary plat we can require the developer to cooperate on efforts and how we would form that motion.

Johnson: I think our Minutes must reflect what we are anticipating.

Milholland: Earlier I made a comment that we concur with these conditions and my client was willing to cooperate with the City by holding onto to Lot 6 in Phase I. My comment was in

conjunction with the conditions of approval. We have had the staff, Mr. Venable, Mr. Beavers, and Dr. Alguire all say Option A was safer and it is acceptable. Staff recommends it. My client has concurred with that along with holding onto to Lot 6. However, we do not concur with giving Option B.

Odom: I understand.

Milholland: They both have the same design criteria.

Odom: I agree.

AMENDMENT TO THE MOTION

Mr. Odom made an amendment to the motion to allow the flyover as shown in Area A as opposed to Area B.

Mr. Shackelford seconded the motion.

Further Discussion

Odom: We can vote on the amendment first. It is for the reasons that Mel stated that I support using A as opposed to B. Staff has not said that B is preferable to A.

Hoffman: I can understand the benefits to all for Area A. However, if we connect to that and not Area B, we then do tremendously effect the businesses on Front Street in a way that I'm not sure of. I would merely prefer to keep our options open and I realize that it is a greater dedication of right of way from your project. I don't take that lightly. But I also do not take lightly the rights of the businesses on the other side of the street. For that reason, I would not vote in favor of the amendment.

Forney: That is also my reason for concern. We have heard from staff and we've heard from professional engineers on this subject. I understand that a right hand exit is preferable, but I know that left hand exits are possible. If the right hand exit did not have what I view to be a substantial impact on other property which we must consider in this process. I hate to see this developer have to give up more right of way to accommodate it. It is also worth considering, depending on what connections we get at Mall Lane in the future, there is some discussion that the flyover will not take place. Perhaps we'll find that we don't have traffic problems and that could be redeeded to the property owner. To commit to a design scenario that has such a substantial impact on the properties east of College Avenue is short sighted and unfair.

Shackelford: We had discussed earlier the difference in Option A and Option B and one of the major areas of concern is the affect it has on Sain which I believe would be the cross street to get on Front Street to where people could still get to those other businesses. Would Option A in any way deter or interfere with that cross from Sain to Front?

Milholland: It can be designed with no left turn arrows.

Shackelford: Would it be up high enough that you could have traffic underneath it and still have frontage.

Milholland: It would not require movement of Front Street.

Tucker: I need clarification from Commission regarding their objection to Option A. Is it the safety issue or a visibility/economic issue for the existing businesses there?

Hoover: Coming from a city of many spaghetti balls which it looks like this is what we are creating, when you do this you are creating a barrier to those other business and when it approaches the flyover, there will actually be like a berm of dirt before it opens underneath and is supported by columns or pilasters. If you have been to any large cities, you see what this area is like which is basically a no man's land. No one wants to have property there other than to use it for extra parking. That's not very attractive and it's not conducive to businesses. I was for alternate B having it pulled over to the west side in order to concentrate that in one area.

Hoffman: Is it possible to increase the radius on Area B and decrease the speed? Could we start it off to the left and take less of your property? We've talked the radius.

Milholland: Both options are designed with exactly the same degree of curvature.

Hoffman: Is it possible to decrease that degree of curvature on Area B.

Milholland: You have to have the same degree of curvature.

Tucker: Your answer would still be the same if speeds were reduced?

Milholland: That is the minimum degree of curvature. Area A is safer. You will not affect the traffic going from this road north of those business to the right.

Hoffman: It is possible to pull A over as it exits to the right so a no man's land is not created. Can the road stay one piece until it turns.

Peters: We're not here to design this tonight. I think what Mel has done is to take the middle ground between Front Street and College and say he can build his exit in here. Should that move westward to more closely align with College, it would probably take a retaining wall. It would be higher cost construction. Physically it could be done so as not to encroach so far to the east.

Forney: I don't think that would increase the visibility issue. It will make a more dangerous situation for people who are trying to make a right hand turn from the bank and go north on to College Avenue. You're talking about moving an opaque embankment right up against a 55 mph three lane road. I think we want to maintain our visibility there. One reason I don't much like creating an overpass there is because we are going to have people pulling up, looking around at fast traffic where as now we enjoy open visibility at that point.

Irwin: We aren't saying this absolutely has to be done. All we're saying is we're willing to cooperate and give this land for future consideration on behalf of the State, Federal Government, and the City to all work together to try and make something. We're also open to working on the at grade intersection and a connection to Mall Avenue.

Odom: We're talking about dedication of right of way, not building it. The developer has expressed a willingness to work with us. I think it is a great compromise.

Johnson: Let's amend condition 1 in the second paragraph to deal with this work toward getting these connections:

> "The applicant will work with the City to attempt to gain approval of the State and Federal Highway Authorities of an at grade, west bound intersection connection Mall Avenue with Highway 71 Bypass. The applicant has also agreed to work in the same way to gain approval of an at grade intersection of Steele Avenue with Highway 71 Bypass connection with Northhills Boulevard and to that end will take Lot 6 in Phase I off the market for one year for this purpose."

Odom: Are you okay with that language?

Milholland: I don't have any problem with that.

Harrington: Does this tie in any further with the flyover? I don't want this to have anything to do with an Option B.

Odom: I will incorporate that into my amended motion which incorporates Area A and not Area B.

Johnson: This part is not relevant to the flyover. This is only to make a record of what we are trying to do.

Harrington: I'm just trying to think how this all ties together and I don't think anybody disagrees with anything you have said but there is a concern that taking a lot of an approved plat is a huge concession. I understand everyone feels it is a fair concession and I think the applicant is okay with that. If this B ends up being a requirement, then that puts a question as to the Lot 6 issue. So it depends on how you tie the rest of the motion together. I certainly would support Conrad's proposal.

Forney: Sain ends after 200 or 300 feet; however, that is not a cul de sac. That can't be potentially continued. Is that correct? Should we anticipate further development and lengthening of Sain?

Little: The Master Street Plan calls for the extension of Millsap. Sain is probably a better alternative simply because of the large hill that Millsap would have to come down. If we could have both, that would be great. Sain is a private street. We understand from the owners of the property to the east, that they think the extension of Sain is a really good idea. We agree. You should leave open the opportunity to extend Sain.

Beavers: Could you request that Mr. Milholland and Mr. Peters provide whatever traffic studies are deemed necessary to the Federal, State and City governments.

Johnson: Are they willing to do that?

Milholland: To see if they will give us a limited access rather than controlled access. I feel that the minutes of the meeting should carry enough weight with our proposed commitment on Lot 6 that it should not have to be a part of the leverage of the motion.

Johnson: I don't intend this motion to do anything other than to make it of record because memories fail. So, if you want it somewhere else, fine. I understand that Lot 6 has been approved on a previous plat and we really have no recourse since it is an approved lot.

Milholland: It is an approved plat and we are telling the Committee that we will do it and I don't see leverage against us to do that.

Harrington: If you will read the motion back so we can hear how it all turns out here so that nobody looses the thread. Given what Phyllis just said regarding Lot 6, if the A flyover reservation is what is chosen, we are okay with it being in motion.

Hoffman: It seems to me, we're trying to micro design something and we're not suppose to be

doing here at plat approval. I just want to make sure that we keep our options open. If B is proved later not to be acceptable, I don't see why it couldn't be brought back to us at that time.

Odom: You're tying someone's hands for 20 years with a possibility that may or may not happen.

Hoffman: I think it was more like 6 weeks.

Shackelford: Do you know approximately the distance in feet we're talking between Option A and Option B?

Milholland: It's on your plat. The Area A is .49 acres and Area B is 3.8.

Little: The scale is one inch equals 200 feet, so by eye, it looks like 3/4 of an inch so that would be about 150 feet.

Shackelford: So we're talking about moving a road 150 feet.

Irwin: We agreed to dedicate the land and to think that we are dedicating 3.5 acres on the corner not knowing if it will ever be used seems a little bit excessive. If the Federal Government and the State comes back and says that they absolutely, positively have to have more land, then at that point, they come in and acquire it through the condemnation process or the negotiation process. All we can do at this point is to agree to go ahead and dedicate the land and I hate to give 3.5 acres of land and not know if it will ever be used or not. We started this process off thinking that we could all work together to get this accomplish.

Hoffman: We had a great deal of discussion in the special meeting about the use of the land could be used for a parking lot and so on. At the very end, Dr. Alguire did say that for some consideration of a lease you can use the land until such time that construction is imminent.

Irwin: No one would come in and buy the land in anticipation of it being used for another purpose. It would take away from the value and uses of the property.

Peters: All of the engineering minds that have looked at Option A and Option B, including Dr. Alguire, Charles Venable, Jim Beavers, Mel Milholland, and myself, all are in agreement that Option A is the better alignment. It has not been designed at this point. It's a schematic layout. We believe it's very feasible and would adequately serve the intent of the flyover as shown. To try and anticipate some other design such as Option B that requires considerably more right of way, this doesn't hold wisdom.

Johnson: The reason I don't think we should push for the larger land dedication is that we are faced with the present status of the Highway Department who feels it's not need, they won't pay for, and we won't build it. The applicant knows this as well as we do. None of us has ever thought this would built anytime soon, if ever. It seems to be that if it ever is built, the City will pay for it. In light of all of this and the applicant's willingness to cooperate, I think we're being unrealistic to ask for Option B.

Roll Call on the Amendment to the Motion

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

Further Discussion

Estes: Was there an amendment to that motion by Commissioner Johnson?

Odom: No. If you care to offer an amended motion, you can do that. However, I don't think we can as a Commission request someone to take an approved lot off the market against their will. That is up to the applicant.

Little: With regard to taking Lot 6 off the market, I think that the Planning Commission finds itself in the unfortunate situation of having to deal with a previous approval by the City Council during a zoning action. The City Council agreed to allow this applicant to sell lots and put the money in escrow to pay for Steele Boulevard. That is a condition that no other developer in the City of Fayetteville has ever enjoyed. Every other developer in the City of Fayetteville has to complete their final plat and complete all their work before any of their streets are available. That's the situation the Planning Commission is in. The fact that the applicant agrees to take Lot 6 off the market is admirable because they do have this agreement with the Council. That is to be commended. On the other hand, they have a whole lot more freedom than any other developer has so the point of asking them to give up a lot is not unreasonable either.

Odom: Can we require it?

Little: No.

Estes: If we were to not approve preliminary plat 98-12 this evening, would that allow the applicant to come back in some period of time?

Little: They could come back at any time.

Estes: So if we were to decline to approve the preliminary plat this evening, the applicant could come back tomorrow?

Little: I remember the last plat that the Planning Commission denied. I remember it was denied because you had questions about ingress and egress. I remember it simply went to the Council on appeal and the Council approved it. Now, I think we find ourselves in the same situation on Phase II. We don't have the answers on ingress and egress that we need to do the work. If you don't feel like you have the information to make the decision, I'll recommend that you table it.

Hoffman: If we were to approve this plat with Area B, which I would very much like to do, could that portion only be subject to some discussion at the Council?

Little: Any applicant that brings you a plat has the ability to appeal your decision to the City Council. They can appeal your whole decision. They can appeal part of your decision. They appeal the decision and when they get to City Council they talk about other things that they didn't appeal. I think you certainly may do that and they certainly have the right to appeal it.

Forney: I am concerned about the two lane bridge issue. We have a wide road that narrows to a bridge that seems from a safety standpoint as perhaps not the best possible arrangement. I need assurance that is a good idea.

Odom: The current motion requires that they build a three lane bridge.

Johnson: I don't think you can tell that from the record.

Forney: I'd like to clarify that. On the subject of the rearrangement of Steele Boulevard, I like the effort that Commissioner Johnson made to try and clarify what would happen. I don't think we have much force in this at all.

Johnson: I didn't intend any force. It is only for purposes of the record it is not intended as a condition of approval.

Irwin: We're all for the at grade crossing at Northhills. Where we get killed is the corner. You're taking a piece of which half of it is in the flood plain anyway and you're taking 3.5 to 4.0 acres off the front and we're leaving a narrow strip that would make the entire 20 acres unusable. I have requested that rather than dedicating land, lets just restrict the land and find out what is needed later on then we could talk about it. My client has not agreed with this. We could say we wouldn't build any buildings on it and a future buyer would only be buying vacant land. Your asking us to give the land today without anybody knowing how the interchange will be designed. We're taking staff recommendation that Option A is the best way to make a flyover work, we have agreed to work

with you and provide the necessary studies for access control and work with you on the at grade intersection, and work with you on the Mall Lane intersection. I think this is a package deal and it benefits everybody. We want to move this forward.

Milholland: I was asked by Alett after the last Planning Commission meeting to determine how to get the flyover in. I was assuming you were wanting professional advise. Mr. Venable is retired from the Highway Department and he is a qualified engineer. Mr. Beavers has worked on highway bridge design and I understood you wanted us to give you some type of solution and we did and all the professionals agreed to Option A. I also was called during your Agenda Session and I had been in a meeting with my client in Springdale all day. I drove here at your request to discuss this issue. Before we left, it was asked by one of the Commissioners if we could cooperate with the City in trying to find another access even through it did not touch Phase II. I talked to my client that afternoon and my client concur they would hold Lot 6 for 12 months. I don't know what you're looking for.

Odom: It is the decision of the Commission to move on with the Option B and it is within the right of the Planning Commission to make that determination based on the alternatives. Mr. Estes we need you to clarify your motion.

Estes: That is to approve preliminary plat 98-12, line two of the first paragraph of the first condition of approval...

> "the alternative flyover as shown in Area B is acceptable."

The requested three variance in paragraph two would be granted and approval is subject to all other conditions.

Odom: Regarding Item 3, the staff's recommendation was that the bridge also be three lanes with sidewalks on both sides paid 100% by the developer.

Estes: Yes, it would include condition approval 3.

Shackelford: The offer to keep Lot 6 off the market is that worked into this motion in any way.

Odom: That is not a part of the condition of approval. I would be hopeful that there would be further discussion regarding the at grade intersection at Northhills.

Roll Call on the Motion

The motion passed with a vote of 6-2-0. Commissioners Odom and Shackelford voted against the

CABLE FRANCHISE
II.C.1

STAFF REVIEW FORM

X Agenda Request
____ Contract Review
____ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF February 16, 1999

FROM:

Marvin Hilton — Cable Administration Division — Administration Department
Name — Division — Department

ACTION REQUESTED:

A resolution to include the franchise fee as part of the gross revenues of the cable operator (TCA Cable TV).

COST TO THE CITY:

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

BUDGET REVIEW:

____ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn J Cramer 2-3-99
Accounting Manager — Date

2-1-99
City Attorney — Date

2-1-99
Purchasing Officer — Date

GRANTING AGENCY:

Yolanda Fields 2-4-99
Internal Auditor — Date

ADA Coordinator — Date

STAFF RECOMMENDATION:

Marvin Hilton 1-28-99
Division Head — Date

Department Director — Date

Administrative Services Director — Date

Mayor — Date

CABLE FRANCHISE
II.C.2

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: MAYOR HANNA AND CITY COUNCIL MEMBERS

FROM: MARVIN HILTON, CABLE ADMINISTRATOR

SUBJECT: GROSS REVENUE DEFINITION APPROVAL BY CITY COUNCIL

DATE: JANUARY 28, 1998

According to a recent ruling in the fifth circuit, cable franchise fees should be included in the gross revenues. In the past, cable operators in Fayetteville have not included the franchise fee as part of the gross revenues.

The Cable Board has recommended that the city adopt this new definition of gross revenues and collect the additional revenue. Although it is permissible to collect this retroactively, it was the Cable Board's opinion not to. The Cable Board, since their letter of 11/12/98, has rescinded their statement about earmarking the additional funds collected.

The letter from TCA Cable TV can easily be misinterpreted I think, especially where it says, 5.25%, since by federal law the franchise fee cannot be over 5%.

Also I have highlighted the section of our Franchise Agreement defining "gross revenues." One of the main points of the recent ruling in the fifth circuit is that franchise fees are not taxes.

See the attached:

1. Letter from the Cable Board.
2. Excerpt from our Franchise Agreement
3. Conclusion of Dallas v. FCC case
4. Letter from TCA Cable TV
5. Comments from NATOA (National Association of Telecommunications Officers and Advisors) members.

To: Fayetteville City Council
From: Fayetteville Cable Board
Re: Change in method of assessing franchise fee

CABLE BOARD RECOMMENDATION: The Cable Board voted to recommend to the Fayetteville City Council that it accept TCA's offer to comply with the franchise agreement to pay 5 percent on gross revenues and that the additional money collected as a result of the compliance be earmarked for PEG Access Center funding.

The recommendation serves three purposes: 1) To target improvement in cable services; 2) to realize a big gain for public services in exchange for a small cost to the cable customer; and 3) to achieve more compliance with the franchise agreement and the latest Circuit Court opinion.

The Cable Board wishes to bring to the City Council's attention a lawsuit in Dallas, City of Dallas v. FCC, 118 F.3d 393 (5th Cir. 1997). The suit resulted in a change in the way that the city's cable franchise fee was collected, and thus, increased the revenues to the city. Basically, the court held that franchise fees are not a tax, but "essentially a form of rent: the price paid to rent use of public right-of-ways." The court concluded that cable operators must include franchise fees in their calculation of "gross revenues."

At this time, TCA Cable figures its 5 percent franchise fee based on its annual revenues minus the amount of franchise fee collected from customers. The franchise currently in place requires the cable operator to pay 5 percent of its gross revenues, but TCA Cable had been relying on a 1995 FCC ruling that held the fees were not to be included in gross revenues. Based on the court ruling, the Council could now require TCA to figure its gross revenues to include the franchise fee paid by customers.

Of course, the ruling in the Fifth Circuit (Texas) is not binding in the Eighth Circuit (Arkansas) but Dennis Yocum, TCA's general manager, has said TCA would be willing to change the method of calculating the franchise fee in Fayetteville. However, since TCA will be paying more franchise fee and is allowed to "pass-through" its franchise fees, the cost to TCA Cable subscribers would increase. (See the attached table for the amount of increase per tier.)

In a September memo, Mr. Yocum characterized the change as an increased franchise fee of 5.25 percent -- higher than the federal allowance for cable franchise fees and the amount in the current franchise agreement -- and cautioned that "any increase to our rates may negatively affect our ability to attract and retain customers." However, members of the cable board characterize the difference as 5 percent of 95 percent of TCA's gross revenues versus 5 percent of 100 percent of gross revenues.

According to a calculation made by Marilyn Cramer in August, 1997, the additional revenue that would have been paid by TCA Cable in 1996 is $16,474.41. This gives the Council an idea of the amount of additional money that could be collected by the City should the Council decide to do so.

In addition, the City would be entitled to collect from TCA Cable any fee that was not collected from April 6, 1995, to July 31, 1997 -- the dates of the FCC ruling that changed the collection method. In a Memorandum Opinion and Order (D.A. No. 98-396), the FCC's Cable Services Bureau held that those uncollected fees may also be passed-through to the cable consumer.

Cable Board members said although they wanted to hold TCA Cable to the conditions of its contract with the City, they also noted that the approximate $16,000 in extra fees would

represent only one-tenth of a percent of the City's $16.2 million general fund, and that cable customers might protest their having to pay more for cable without a corresponding improvement in their service.

Level of Cable Service	Charge to Customer	Current Method	Using Redefinition of Gross Revenue	Difference to Customer
Basic Service	$9.00	.45	.47	.02
Basic + Standard	27.95	1.40	1.47	.07
Premier Package	30.90	1.55	1.62	.08
Plus 3 movie channels	56.88	2.84	2.98	.14

D. "BOARD" is the Board of Directors (or other body in which the legislative power vests) of the City of Fayetteville, Arkansas.

E. "CHANNEL" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by the Federal Communications Commission by regulation).

F. "DEGRADED SIGNAL" shall mean a signal on any channel regardless of the point of origin of such signal, which fails to meet the signal quality guidelines established in Part 76, Subpart K of the Federal Communications Commission's rules and regulations.

G. "FCC" shall mean the Federal Communications Commission and any legally appointed or elected successor.

H. "FRANCHISE PAYMENT" shall include all charges imposed for a franchise.

I. "GROSS REVENUES" means all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the Grantee and by each Affiliated Person from or in connection with the operation of the Broadband Telecommunications Network, including, without limitation, the distribution of any service over the Broadband Telecommunications Network. Gross Revenue shall also include the Gross Revenue of any other person which is derived directly or

indirectly from or in connection with the operation of the Broadband Telecommunications Network, including, without limitation, the distribution of any service over the Broadband Telecommunications Network to the extent that said revenue is derived, as determined by the City, through any means which is intended to have the effect of avoiding the payment of compensation that would otherwise be paid to the City for the franchise granted herein. Gross Revenue shall also include subscription fees and advertising receipts received by the Grantee or affiliated person in connection with the sale within the City of any cable programming guide/magazine. Gross Revenue shall not include: (i) the revenue of any person, including, without limitation, supplier of programming to the Grantee, to the extent that said revenue is also included in Gross Revenue of the Grantee; (ii) the revenue of the Grantee or any other person which is received directly from the sale of any merchandise through any service distributed over the Broadband Telecommunications Network, except any revenue received in lieu of compensation for use of any Channel; (iii) taxes imposed by laws on Subscribers or other persons which the Grantee is obligated to collect; (iv) amounts collected by the Grantee from Subscribers on behalf of leased or access channel programmers, other than Affiliated Persons, to the extent that said amounts are passed on by the Grantee to said programmers; (v) the revenue of any Affiliated Person which represents standard and reasonable amounts paid by the Grantee to said Affiliated Person for ordinary and necessary business expenses of the Grantee,

including, without limitation, professional service fees and insurance or bond premiums; (vi) any investment income earned by the Grantee; or (vii) that portion of the fee paid by the Grantee to an Affiliated Person for any service which exceeds the revenue of the Grantee from Subscribers for such service.

J. "AFFILIATED PERSON" means each person who falls into one or more of the following categories: (i) each person having, directly or indirectly, a controlling interest in the Grantee; (ii) each person in which the Grantee has, directly or indirectly, a controlling interest; (iii) each officer, director, general partner, joint venturer or joint venture partner, of the Grantee; and (iv) each person, directly or indirectly, controlling, controlled by, or otherwise related to the Grantee by common ownership, common management, or common control; provided that "Affiliated Person" shall in no event mean the City, any limited partner of the Grantee, or any creditor of the Grantee solely by virtue of its status as a creditor and which is not otherwise an Affiliated Person by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, the Grantee.

K. "INTERRUPTION OF SERVICE" shall mean no picture or sound at the television set of a customer due to a technical problem with the cable television system.

L. "MAY" is permissive.

M. "REASONABLE NOTICE" shall be written notice addressed to the Grantee at the address Grantee has designated to the City and

In conclusion, gross revenue normally includes all revenue collected from any source. No evidence has been presented to show that Congress intended to depart from this standard definition of gross revenue in enacting 542(b). Moreover, there is no evidence that cable operators are merely acting as agents, collecting the franchise fees on behalf of municipal governments. Therefore, all money collected from subscribers, including funds used to pay franchise fees, must be included in a cable operator's gross revenue. For the reasons stated herein, the order of the Commission is set aside and the petition of Dallas and Laredo is

GRANTED.

TCA CABLE TV

September 8, 1998

RECEIVED
SEP 1 4 1998
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

VIA HAND DELIVERY

City of Fayetteville, Arkansas
Fayetteville, Arkansas

Re: Fifth Circuit Court Decision Regarding Franchise Fees

Dear Sir/Madam:

As you may know, several years ago the Federal Communications Commission ("FCC") issued a decision clarifying its interpretation of federal law -- that franchise fees from cable customers were not includable as gross revenues subject to franchise fees.

Subsequent to that interpretation, the cities of Dallas and Laredo, Texas filed a lawsuit in Federal District Court seeking relief from the FCC's decision. On July 31, 1997, the Fifth Circuit reversed the FCC's interpretation and the Court's decision became effective on September 22, 1997.

TCA Cable TV's collection and payment practices regarding franchise fees have always been and will continue to be in compliance with current federal law and our franchise requirements. Therefore, unless instructed by you otherwise, in compliance with the Court's interpretation of federal law, we will include franchise fees collected from customers in gross revenues for the purpose of calculating franchise fee payments as of the date of this letter.

Accordingly, the franchise fee itemized on a customers' monthly billing statements will be adjusted to allow for recovery of the increased franchise fee payment as allowed by law.

In a competitive environment, any increase to our rates may negatively affect our ability to attract and retain customers. If you agree that this increase in the franchise fee is unnecessary, we request that you sign the attached acknowledgment that franchise fees should not be included in our calculation of gross revenues. Please return this acknowledgment to me by September 18, 1998, and TCA will not implement the franchise fee increase on customer bills. If you decide not to sign this acknowledgment, please note that the following franchise fee calculation and amount will be adjusted as follows on all customer billing statements beginning November 1, 1998:

Current Amount	Calculation as of November 1, 1998	Amount as of November 1, 1998
5%	5% + (.5 x .5)	5.25%

In accordance with federal law, customers will be notified of the change in the franchise fee.

Should you have any questions or wish to discuss either the franchise fee pass-through calculation or the customer notification method described above, please do not hesitate to contact me or TCA's general counsel, Jeff Brown, at (903) 595-3701.

Sincerely,

Dennis Yocum
General Manager

RECEIVED:

By: _____
Title: _____
Print Name: _____

_____
Date

ACKNOWLEDGMENT

I, _____, as _____, and a duly authorized representative for the City of _____ ("City"), understand that a recent federal court ruling allows for a higher calculation of local cable franchise fees collected from customers. City also understands that local franchise fees are itemized on customer billing statements. Accordingly, rather than instituting an immediate increase in local cable bills, City hereby authorizes TCA to continue its existing method of franchise fee calculation, which excludes moneys collected from customers as franchise fees from the franchise fee assessment. TCA may act in reliance on this letter unless and until notified by City that local franchise fees should be calculated prospectively in a different manner.

_____ By: _____

Date Its _____

_____

Print Name

NATOA OPINIONS ON FRANCHISE FEE INCLUDED IN GROSS REVENUES

From: TrainorBJ@aol.com
BIG ISSUE: you are not collecting a fee on a fee, you are collecting (presumably) 5% of 100% of the revenue -- you are not collecting 5% of 95% of the revenue. Fees and taxes are treated differently, and are calculated differently. You will be cheating your city of one quarter of one percent of the revenue it has rightly negotiated and rightly deserves; similarly, you will be setting a long-term precedent for other providers and providing an unnegotiated discount to your providers. I advise you strongly consider the implications and fully preserve your city's rights.

Good luck!!
BJT

From: "Linda Walden" <lwalden@ci.newton.ma.us

the Court ruled franchise fees are to be calculated on all gross revenue, including that revenue collected as "franchise fee". While it may seem strange to collect, as you called it, "a fee on a fee", the Court essentially ruled that franchise fees must be included in gross revenue. The decision by the Court led to most if not all TCI systems to calculate franchise fees that way. Some communities have even required back payments retroactive to the point in time their cable op started to exclude franchise fees from gross revenue.

MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL

A regular meeting of the Fayetteville City Council was held at 6:30 p.m. on February 16, 1999, in Room 219 of the City Administration Building, 113 West Mountain, Fayetteville, Arkansas.

STATE OF THE CITY ADDRESS

ITEM CONSIDERED	ACTION TAKEN	
Approval of the Minutes	Approved	
Water and Sewer Refunding Bonds	Approved	Res. 22-99
Roll Forward List of 1998 Funds	Approved	Res. 23-99
Juvenile Accountability Incentive Block Grant	Approved	Res. 24-99
Arkansas Aviation Technologies Grant Agreement	Approved	Res. 25-99
Hangar Renovation	Approved	Res. 26-99
Naming "Raven Trail"	Approved	Res. 27-99
CIV 98-29	Approved	Res. 28-99
Widening Hwy 265	Approved	Res. 29-99
VA 98-11	Approved	Ord. 4141
Master Street Plan Amendments	Approved	Res. 30-99
Cable Franchise Fee	Failed	
Ultraviolet Disinfection System	Approved	Res. 31-99
CMN Business Park Appeal	Approved	Motion
Clear Creek Bridge Replacement	Approved	Res. 32-99

PRESENT
Mayor Fred Hanna
Aldermen
Robert Reynolds
Ron Austin
Bob Davis
Trent Trumbo
Heather Daniel
Kevin Santos
Cyrus Young
Kyle Russell
City Attorney
Jerry Rose
City Clerk
Heather Woodruff
Staff, Press, Audience

MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL

A regular meeting of the Fayetteville City Council was held at 6:30 p.m. on February 16, 1999 in Room 219 of the City Administration Building, 113 West Mountain, Fayetteville, Arkansas.

CONSENT AGENDA

APPROVAL OF MINUTES
Approval of the minutes from the February 2, 1999 City Council meeting.

WATER AND SEWER REFUNDING BONDS
Mayor Hanna introduced a resolution approving a letter agreement with Kutak Rock to perform bond counsel services in connection with the proposed issuance of water and sewer refunding bonds. The cost is not to exceed $35,000, plus out-of-pocket expenses to be paid from bond proceeds. Additionally, to authorize the Budget Coordinator to execute any budget adjustment necessary to implement this refunding.

RESOLUTION 22-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

ROLL FORWARD LIST OF 1998 FUNDS
A resolution approving a budget adjustment which will allow for the rollforward of all projects or items in progress which were appropriated in the 1998 budget. The items which are approved will become part of the 1999 budget.

RESOLUTION 23-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT
A resolution to approve a grant application for Juvenile Accountability Incentive Block Grant and the attached budget adjustment. Also to add one officer and the required operational expenses to the 1999 Budget.

RESOLUTION 24-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.
A resolution accepting a pass-through grant from the Arkansas Department of Economic Development to the Northwest Arkansas Aviation Technologies Center for the purpose of establishing an Aviation Maintenance Technology Program at Drake Field; approval of an agreement with Northwest Arkansas Aviation Technologies Center, and approval of a budget adjustment recognizing the grant and the related expenditures.

RESOLUTION 25-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

HANGAR RENOVATION
A resolution authorizing the Mayor to execute contracts in excess of $20,000 for the work

associated in renovating the executive hangar leased by NWA Aviation Technologies Center in an amount not to exceed $205,000 for the complete project and approval of a budget adjustment establishing a project budget to perform the necessary tenant improvements.

RESOLUTION 26-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK
NAMING "RAVEN TRAIL"
A resolution naming the proposed Keenan property trail, "Raven Trail."

RESOLUTION 27-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

CIV 98-29
A resolution approving a settlement offer for Mr. Walter Robinson for legal action taken to obtain certain lands along Gregg Avenue in Fayetteville, and Wilkerson Avenue in Johnson for the Mudd Creek Bridge Project.

RESOLUTION 28-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

WIDENING HWY 265
A resolution authorizing the Mayor and City Clerk to execute Warranty Deeds conveying City-owned property, part of the Fire Station No. 5, and part of the former Caudle property, both on Crossover expansion of Arkansas State Highway 265.

RESOLUTION 29-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

Alderman Trumbo moved to approve the consent agenda. Alderman Daniel seconded the motion. Upon roll call the motion carried unanimously.

NEW BUSINESS
VA 98-11: VACATION
Mayor Hanna introduced an ordinance VA 98-11 vacation submitted by Dave Jorgensen of Jorgensen and Associates on behalf of J.B. Hayes for property located at the north end of Emerald Avenue. The property is zoned R-O, Residential Office. The request is to vacate a 100 square feet right-of-way at the north end of the property.

City Attorney Jerry Rose read the ordinance for the first time.

Alderman Austin moved to suspend the rules and go to the second reading. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

City Attorney Rose read the ordinance for the second time.

Alderman Davis moved to suspend the rules and go the third and final reading. Alderman Trumbo seconded. Upon roll call the motion carried unanimously.

City Attorney Rose read the ordinance for the third and final time.

There was no public comment.

Mayor Hanna called for the vote. Upon roll call the ordinance passed unanimously.

ORDINANCE 4141 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

MASTER STREET PLAN AMENDMENTS
Mayor Hanna introduced a resolution amending the Master Street Plan as recommended by the Planning Commission and the Street Committee.

Mr. Tim Conklin, Planner, presented the recommended changes to the Master Street Plan and explained the street classifications.

Alderman Young moved to approve the resolution changing the Master Street Plan. Alderman Russell seconded the motion. Upon roll call the motion carried unanimously.

RESOLUTION 30-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CABLE FRANCHISE FEE
Mayor Hanna introduced a resolution to include the franchise fee as part of the gross revenues of the cable operator.

Alderman Daniel stated all cable subscribers would see an increase in their cable bill from .2 to .14 cents depending on their program package.

Mr. Marvin Hilton, Cable Administrator, explained this resolution would bring them into compliance with their franchise agreement and with recent court rulings. TCA Cable had agreed to comply with the change. His professional group, National Association of Telecommunication Officers and Advisors, had received a dozen replies from other cities who were planning to do the same thing. This change would put them in compliance with the franchise fee of five percent of their gross revenues. Before, the franchise fee was not included in the gross revenues. This would bring them into compliance where it was included in the gross revenues. The franchise percentage would not change. The Federal government had capped the percentage.

Alderman Trumbo stated it was his understanding the increase would net the city $18,000, which TCA could pass along to their customers.

Mr. Hilton replied that was correct. Each subscriber would be charged an additional 84 cents per year. The cable company was not required to pass along the increase. He noted the FCC had ordered TCA to refund $214,000 to subscribers.

Alderman Trumbo asked if our cable system would be getting internet capabilities in Fayetteville.

Mr. Hilton replied when they rebuilt the system, they would be offering high-speed modem connections to the internet.

Mayor Hanna asked Mr. Hilton if TCA was going to pass the increase along to their customers.

Mr. Hilton replied TCA had indicated they would be passing the cost along.

In response to questions from Alderman Trumbo, Mr. Crosson explained the additional funds would be added to the general fund. He explained the franchise fee were rent for the use of the city's rights-of-way.

Mr. Hilton stated this was becoming an important issue because more and more commerce was taking place over the internet. In response to questions from Alderman Santos, he stated the FCC was going to require television broadcasts be digital by 2006.

Robert Ralston, local business owner, asked if the city should consider charging TCA for past years.

Mr. Hilton stated the Cable Company did not recommend that the resolution be retroactive.

In response to questions from Alderman Trumbo, Mr. Kevin Crosson stated it was an optional decision. There was no requirement that they adopt it. The $18,000 was an immaterial amount of money.

Alderman Russell disagreed with the interpretation that it was a tax increase. It increased the amount TCA would be paying them and they were allowed to pass the increase along. He noted the amount TCA paid the city was calculated on the amount it took in one year. They had not been counting the five percent that they pay the city in their calculations. If the city passed this resolution, then TCA would pay the city using the amount they took in including the five percent they paid the city.

In response to questions from Alderman Daniel, Mr. Hilton stated the Cable Board thought this was important because this was rent for public rights-of-way which were becoming more valuable because the amount of commerce on them.

Alderman Daniel moved to approve the resolution. Alderman Santos seconded the motion. Upon roll call the motion failed by a vote of 4-5-0. Aldermen Reynolds, Austin, Davis, Trumbo, and Mayor Hanna voting nay.

ULTRAVIOLET DISINFECTION SYSTEM
Mayor Hanna introduced a resolution awarding Bid 99-18 to the lowest bidder, Trojan Technologies, for the ultraviolet disinfection system for the Paul R. Noland waste water treatment facility.

Alderman Young stated the city currently was using chlorine to kill bacteria. He thought this would be more beneficial environmentally and economically. He asked what volume this would treat.

Mr. Venable replied it would treat 33 million gallons per day.

Alderman Austin moved to approve the resolution. Alderman Young seconded the motion. Upon roll call the motion carried unanimously.

RESOLUTION 31-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CMN BUSINESS PARK APPEAL
Mayor Hanna introduced an appeal of one of the conditions of approval of the CMN Business Park II as approved by the Planning Commission on January 22, 1999

Ms. Mickey Harrington stated the development had been approved on January 22, 1999. They were appealing a condition to preserve Option B for the future flyover (see map). There had been two options on the flyover design. It had been the opinion of the city's staff, the developer's engineer, and their traffic consultant that Option A was the safest and the best option. She stated this would only affect lot 17.

Mr. Mel Milholland presented both options for the proposed flyover.

Ms. Harrington added there would be more flexibility with Option A for a tie-in with Mall Lane than Option B would allow.

Mr. Davis stated he was in favor of Option A because it would be easier and safer for people to get off on the right than it would be with the left. He questioned the request to have the land revert back to the property owner if the flyover was not constructed within ten years.

Ms. Harrington replied if the flyover was never constructed then the land would not be left open.

Mr. Davis expressed concern about the short amount of time.

Ms. Harrington stated it was a minor detail they were not wed to a certain time.

Alderman Young explained the city vacated rights-of-way all the time and suggested the property owner could request a vacation if the flyover was never constructed.

Alderman Daniel stated she was not in favor of either of the two plans. She thought this could be the beginning of a big octopus. She expressed concern about the city being taken over by the flyovers. She thought the flyover could damage the city in the long run. She thought there would be other options for traffic than in this development.

Alderman Trumbo stated he did not want to see the city take additional acreage for something that might not be constructed.

Alderman Daniel requested everyone to consider what this type of structure would do to a city.

In response to questions from Alderman Trumbo, Mr. Venable stated it would be a State Highway and would have to meet with the State's approval. He thought Option A would be the best route to use.

In response to questions from Alderman Young, Mr. Venable stated the State would determine the route of the flyover.

Alderman Santos asked if this was in the Regional 2020 Plan.

Mr. Venable replied it was in the regional plan.

Alderman Davis asked the percentage of ramp that went off to the right versus the left.

Mr. Venable replied there were very few ramps if any in Arkansas that went to the left. The right is the preferable exit if it is at all possible.

Alderman Daniel moved to approve neither plan A or plan B. The motion died for lack of a second.

Alderman Austin moved to approve the appeal and approve Option A. Alderman Reynolds seconded the motion.

Alderman Davis requested to amend the motion to exclude the number of years. There would be no time limit. Alderman Austin and Reynolds were in agreement with the

amendment.

Ms. Harrington stated her client would agree to the motion.

There was no public comment.

In response to questions from Alderman Trumbo, Ms. Little stated she had not taken a position. The staff always referred to the Master Street Plan as a flexible plan. While there were several options, no one had designed the flyover. She thought they might need something larger than Option A and if they were going to go with Option B, then they would need enough room for that.

Alderman Young asked if the State could be willing to offer an opinion on their preference.

Mr. Venable stated he could contact them, but he doubted if they had a preference. Both of the designs met the national standards. They normally preferred going to the right rather than the left.

Mayor Hanna stated the motion was to accept plan A with no time limit for reversion to the property owner. Upon roll call the motion carried by a vote of 5-3-0. Daniel, Young, and Russell voting nay.

CLEAR CREEK BRIDGE REPLACEMENT
Mayor Hanna introduced a resolution approving expenditure of funds to cover cost of construction of Clear Creek Bridge Replacement in Johnson.

Mr. Venable stated they had passed a resolution for an agreement with Johnson for the construction of this project. The design had been completed and they were ready to go to bid. The estimated cost was a million and a half dollars. The traffic counts for 1994 of 3,300 and 1997 3,600 since the connection the traffic had increased to over 7,000 cars. Last Thursday, there had been 6,800 cars. He felt the traffic had doubled. They had estimated 68% of the traffic was from Fayetteville, and suggested the city contribute 68% to the cost of the bridge. The city of Johnson had paid for the right-of-way and utility relocations. He felt it was a reasonable request to help with the cost of the bridge.

Mayor Long from Johnson presented a copy of their budget. He stated any help Fayetteville could give them would be appreciated. He requested the council to consider 67% to consider adding the $80,000 the city of Johnson had paid for the right-of-way, which would increase the total cost.

He presented a cost estimate for the bridge showing the money the city of Johnson had already spent.

Alderman Trumbo stated the cost which Johnson had already spent they should not reimburse to them. He noted 65% of the city's sales tax came from that area. He thought they needed to improve the infrastructure in that area even if it was not inside our city limits. He thought it was the good neighbor thing to do and would help the traffic problems.

Alderman Davis stated he was in favor of the 67% cost share.

Alderman Daniel questioned the additional cost Mayor Long was requesting.

Mr. Rose stated the request was for 67% and Johnson was paying 33% of an estimated cost of local share of $275,000. The agreement was based on this estimate. Additional funds would be appropriated if they wished. They were appropriating $187,000 and a contingency amount of $35,000. There would be some flexibility in the agreement.

Alderman Trumbo noted if Home Depot met their estimated revenues the city would be able to pay for the bridge in one year.

Alderman Trumbo moved to approve the resolution. Alderman Davis seconded. Upon roll call the motion carried unanimously.

RESOLUTION 32-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Mayor Hanna stated Alderman Austin had agreed to form a committee to discuss the Y2K problem. Anybody interested needs to volunteer.

Meeting adjourned at 8:20 p.m.

CITY OF FAYETTEVILLE CITY COUNCIL FINAL AGENDA

FOR THE FAYETTEVILLE CITY COUNCIL MEETING, FEBRUARY 16, 1999

A meeting of the Fayetteville City Council will be held on February 16, 1999 at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

★ STATE OF THE CITY ADDRESS

I. CONSENT AGENDA

A. **APPROVAL OF MINUTES:** Approval of minutes from the February 2, 1999 meeting.

B. **WATER AND SEWER REFUNDING BONDS:** A resolution approving a letter agreement with Kutak Rock to perform bond counsel services in connection with the proposed issuance of water and sewer refunding bonds. The cost is not-to-exceed $35,000, plus out-of-pocket expenses to be paid from bond proceeds. Additionally, to authorize the Budget Coordinator to execute any budget adjustments necessary to implement this funding.

C. **ULTRAVIOLET DISINFECTION SYSTEM:** Moved to New Business, II.D.

D. **ROLL FORWARD LIST OF 1998 FUNDS:** The City Council is requested to approve a budget adjustment which will allow for the rollforward of all projects or items in progress which were appropriated in the 1998 Budget. The items which are approved will become part of the 1999 Budget.

E. **JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT:** Approve grant application for Juvenile Accountability Incentive Block Grant and the attached budget adjustment. Add one officer and the required operational expenses to the 1999 Budget.

F. **ARKANSAS AVIATION TECHNOLOGIES GRANT AGREEMENT:** Acceptance of a pass-through grant from the Arkansas Department of Economic Development to the Northwest Arkansas Aviation Technologies Center for the purpose of establishing an Aviation Maintenance Technology Program (A&P) at Drake Field; approval of an agreement with Northwest Arkansas Aviation Technologies Center; and approval of a budget adjustment recognizing the grant and related expenditure.

G. **HANGAR RENOVATION:** Authorization for the mayor to execute contracts in excess of $20,000 for the work associated in renovating the executive hangar leased by NWA Aviation Technologies Center in on amount not to exceed $205,000 for the complete project and approve a budget adjustment establishing a project budget to perform the necessary tenant improvements.

H. **NAMING "RAVEN TRAIL":** A resolution naming the proposed Keenan property trail, "Raven Trail."

I. **CIV 98-29:** Settlement offer for Mr. Walter Robinson for legal action taken to obtain certain lands along Gregg Avenue in Fayetteville, and Wilkerson Avenue in Johnson for the Mudd Creek Bridge Project.

J. **WIDENING HWY. 265:** Approval of a resolution authorizing the Mayor and City Clerk to execute Warranty Deeds conveying City-owned property, part of Fire Station No. 5 and part of the former Caudle property, both on Crossover Road, to the Arkansas State Highway Commission, as right of way on the expansion of Arkansas State Highway 265.

II. NEW BUSINESS

A. **VA9811-VACATION:** To approve ordinance VA98-11 vacation submitted by Dave Jorgensen of Jorgensen and Associates on behalf of J.B. Hayes for property located at the north end of Emerald Avenue. The property is zoned R-O, Residential Office. The request is to vacate a 100 square feet right of way at the north end of the property.

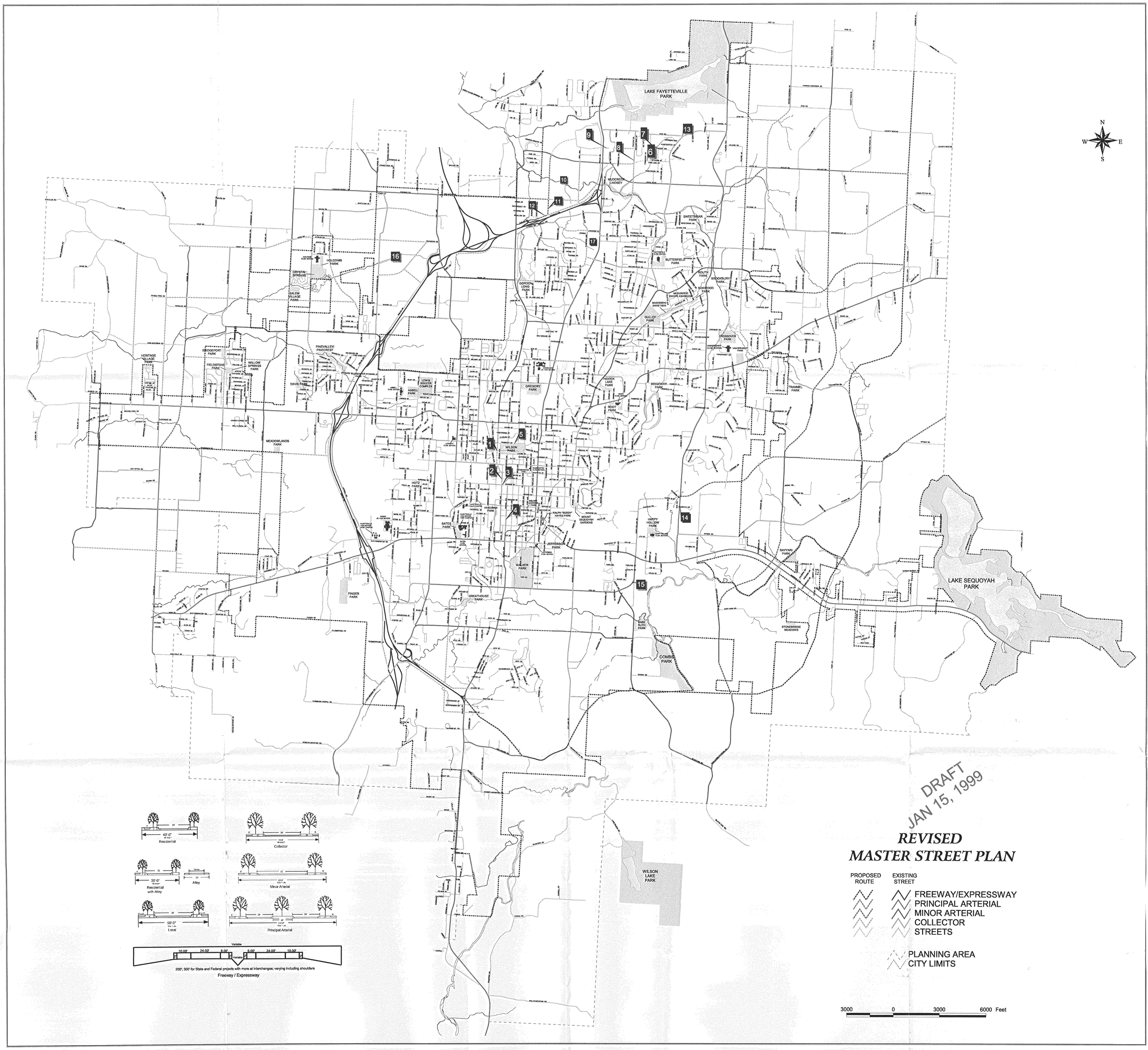
B. **MASTER STREET PLAN:** To approve a resolution amending the Master Street Plan as recommended by the Planning Commission and Street Committee.

C. **CABLE FRANCHISE FEE:** A resolution to include the franchise fee as part of the gross revenue of the cable operator.

D. **ULTRAVIOLET DISINFECTION SYSTEM:** Approval of a resolution awarding bid number 99-18 to the selected bidder, who will be determined after the bid opening on February 5, 1999, for the ultraviolet disinfection system for the Paul R. Noland wastewater treatment facility.

E. **CMN BUSINESS PARK APPEAL:** Appeal of one condition of approval of the CMN Business Park II, Phase II; approved by Planning Commission January 12, 1999.

F. **CLEAR CREEK BRIDGE REPLACEMENT:** A resolution approving expenditure of funds to cover cost of construction of Clear Creek Bridge Replacement in Johnson.



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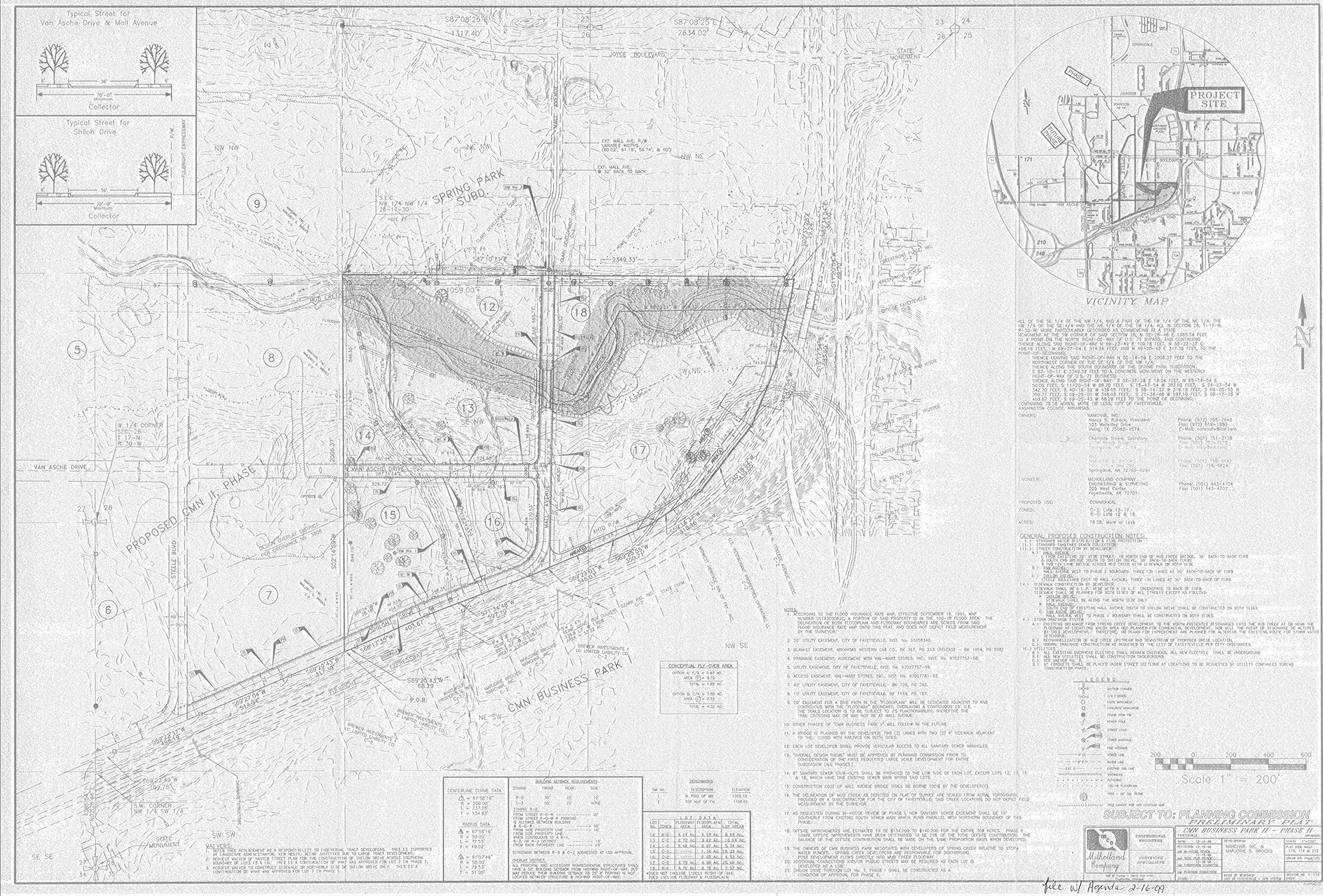

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