FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

AGENDA
SPECIAL CITY COUNCIL
FEBRUARY 29, 2000

A special meeting of the Fayetteville City Council will be held on February 29, 2000 at 5:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

1. **QUESTEC CORPORATION:** An ordinance awarding a contract to Questec Corporation for preparation of a business plan, waiving competitive bidding, and appropriating up to $200,000 for preparation of a business plan.

2. **PUBLIC FACILITIES BOARD:** An ordinance to expand the role of the Public Facilities Board to include recreational facilities and multi-family housing as provided by stated law.

Special CC.
2/29/00

	Roll				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
MAYOR HANNA	✓				

	questar Corp.				
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
REYNOLDS					
AUSTIN					
MAYOR HANNA					

left on Second.

	Public facilities.				
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
REYNOLDS					
AUSTIN					
MAYOR HANNA					

left on 2nd.

5:15 → 8:30.

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MINUTES OF A SPECIAL MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
FEBRUARY 29, 2000

A special meeting of the Fayetteville City Council was held on February 29, 2000 at 5:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Mayor Fred Hanna; Aldermen Reynolds, Davis, Trumbo, Daniel, Santos, Young and Russell; Assistant City Attorney LaGayle McCarty; City Clerk Heather Woodruff; Administrative Services Director John Maguire; Public Works Director Charles Venable; City Planner Tim Conklin; Staff; Press; and Audience.

QUESTEC CORPORATION: An ordinance awarding a contract to QuesTec Corporation for preparation of a business plan, waiving competitive bidding, and appropriating up to $200,000 for preparation of a business plan. The item was left on the second reading.

LaGayle McCarty read the ordinance for the second time.

Mayor Hanna introduced Alett Little, Economic Development Director to make her presentation.

Alett Little thanked the Council for scheduling the special meeting and thanked the guests and the public for coming back for a second meeting. She brought the Council's attention to additional information she had passed out tonight. The Council had requested this information and she had made every effort to make sure all information requested is in the packet. She stated that nothing had changed with the exception that the delivery schedule has been noted on the exclusive agreement. In weeks 1 through 6, the Facility Needs Analysis, the Economic Impact Analysis, and the Demographic Market Study will be completed and delivered. In weeks 2 through 8, a written architectural program, including the ADA assessment, the site plan and the arena concept design will be delivered. There is little bit of an overlap in weeks 6 through12, when work will be on-going on the schematic design development for plans and performance specifications. In weeks 10 through14, the detail construction budget will be developed. There is also an overlap time frame in weeks 8 through16, when a forecast of revenue and operating expenses and a total project development budget will be performed. In weeks 10 through 16, the detailed business plan including ownership structure and financing formula will be delivered. Ms. Little also noted a change in that the detailed business plan will be made available to financial institutions for their required due diligence in deciding whether or not to finance this study.

Ms Little also noted that the Airport Board had wished to have an additional public comment on this item, and they did have an Airport Board Meeting on February 24, 2000 at Drake Field. Two motions came from this meeting as follows:

*A motion was made by Dr. Charles Wallace that the Airport Board support further consideration of the study, and requested the study test for us our serious intention that the proposed facility will be three things:

(1). Compatible and synergistic with Drake Field Airport so that airport functions and services will be enhanced.
(2) A direct and irrevocable revenue producer for the airport and by local commitment that surplus revenue from the operation of the arena be credited to the airport fund and used for airport development and operation.
(3). A renewed effort to redevelop Drake Field be a part of the study seeking to have a viable general aviation airport.

*The second motion was made by Dr. Charles Wallace and it was that the Airport Board would request staff to explore the negotiability of the study and seek the best possible terms for the City and the airport.

Ms Little pointed out that the information distributed included possible locations for an arena. This is very schematic in nature and what is shaded in yellow in the packet and in diagonals in the black and white that has just been passed out, is an area approximately three acres in size which would accommodate the 130-140,000 square foot building that would be proposed.

Also in the packet is a letter from Ron Bumpass supporting the study.

Ms. Little stated that she had been asked repeatedly about the Waco and Abilene teams which were part of the Western Professional Hockey League. She spoke with Dan Wingold, who is a ticket operations manager for the league, as well as with Rick Cosovac. She learned that the Waco franchise had been a struggle from the beginning, due in part by quite a bit of overlap between the Dallas market and the Austin market which had been established first. They stated it was difficult to draw back into Waco the support that they needed for the arena there. They also credited failure of that franchise with the fact that the arena was not built for hockey and the seats were away from the ice, which is not conducive to watching hockey games They stated that they did try very hard to make this market work but in the end the Western Professional Hockey League chose to pull that franchise. It was not the owners decision. With regard to the Abilene Aviators which is in Abilene, the reason is less clear cut. Everything should have worked in that market. Ms. Little was told the franchise changed ownership and the second owner really did not work well with WPHL in terms of following their advice for successful franchisees. Nor did they work well with the local community. Her sources felt the Abilene Aviators would have been successful this season but the WPHL felt it would be best to remove that franchise. They are very much interested in working with another owner and plan to put a team back in Abilene. They do not plan to put a team back in Waco at this point.

Ms. Little stated that she had prepared a packet of information for the Chamber of Commerce. Their Board met yesterday and a representative of that group is ready to address the Council tonight with their comments.

At this time Ms. Little introduced Mr. John Knight, Director of the Arkansas Department of Aeronautics to the Council. She stated that she had asked him to give the Council his perspective on what it takes to operate a general aviation airport.

Mr. John Knight thanked Mrs. Little, the Mayor, and the Council. He explained that he felt his mission tonight would to be stress how important general aviation airports are to communities and to the State airport system plan. The State of Arkansas has ninety-three public-owned, public-used airports. Four of the ninety-three are primary air carrier airports, which is what Drake Field used to be . Six of the ninety-three are primary commercial service airports. That leaves eighty-three general aviation airports. About ten of the eighty-three general aviation airports generate sufficient revenue to be self sustaining. The other seventy-three have to be subsidized by the city or the county

The challenge at hand for Fayetteville is to transition from the primary carrier status to the GA status. Mr. Knight stated that obviously less revenue will be generated due to the loss of the airlines and the related businesses at Drake Field. Also, the amount of grant funding received from FAA will decrease. More revenue from the City budget will have to be used to subsidize the airport, unless the City can find a revenue generating source. Mr. Knight stated that he felt the City had already begun to meet these challenges. The new A & P School is an asset to the airport operation and to the City. He urged the airport management, the City Council, and the Airport Board to continue to search for ways to compete in the general aviation airport arena and also ways to generate revenue. And of course any revenue that is generated from any industry into the airport can be used for matching funds for FAA and State grants. Mr. Knight stated that in the last ten years, the City has had a total of twenty-five grants to support capital improvements and maintenance items at Drake Field. Fifteen of those grants were matched with FAA grants of 90%; the City picked up 5% and the State picked up 5%. Ten of those grants were matched with State grant money only on 50/50 match basis. These grants resulted in just under a million dollars for improvements. He felt that in the future, the City would see less FAA funding come to Drake Field, the State stands ready to do at least what has been done in the past. They will support the City's efforts as long as the City stays in compliance with its grant assurances.

Alderman Russell asked Mr. Knight if he had experience working with commercial air carriers.

Mr. Knight said he had less than with general aviation airports.

Alderman Russell said he wondered if the existence of the proposed facility would prevent commercial airlines from considering returning to Drake 30 years down the road.

Mr. Knight stated that he had had a conversation with the FAA concerning an arena such as Fayetteville is looking at. Although no one really can look thirty years into the future, from that discussion with the FAA he did not believe the facility would have a negative affect.

Alderman Russell asked if Mr. Knight was aware of any current FAA rules or regulations that would prevent commercial air service from operating at this site with the arena there.

Mr. Knight stated that as long as it is air spaced correctly and the FAA approves it, he knew of no problems.

The Council thanked Mr. Knight for addressing this issue.

Ms. Alett Little then introduced Tom Ingle from St. Charles, Missouri. Mr. Ingle worked as County Administrator for two years trying to bring an arena project into St. Charles. He is now the arena manager.

Mr. Tom Ingle stated that St. Charles County has a population of about 280,000 people. There are five medium sized cities in the county and they are basically a suburb of St. Louis. A private developer came in with the idea of building a ten thousand seat arena that would house basketball and hockey and would also be available for some concerts. Basically they put together a program where the county and the city of St. Charles in a joint partnership with the developer worked out a risk sharing for both entities. They spent about 2-2 ½ years putting this together and working out all the details. There was much mixed reaction from the community. Many said it wouldn't work and they shouldn't be doing it, that it was too great a risk for tax payer money. The facility opened in September of last year and it has been nothing but a success. It would be very hard to find twenty people out of 280,000 in St. Charles County that would say now that it should not have been done. A minor league hockey team had been brought in. They compete with the Blues in St. Louis. Also, a basketball team from the new international basketball league is doing very well. They are bringing in a professional soccer team. They are negotiating with arena football and hope to have a team next year. That will give them four major tenants. In addition to that they are doing a number of concerns and special activities.

Mr. Ingle stated St. Charles County is a very fast growing county and have a lot of people who work outside the county in St. Louis. They are interested in trying to bring business and entertainment to the County so that families can live and work in St. Charles County and spend their entertainment money at home. This Family Arena was intended to create a place for families of parents and kids and grandparents to go to enjoy many, many different activities and do it in a place that was fun, exciting and not too expensive Mr. Ingle said that his County is extremely happy with the arena and glad that they took the financial steps and the risks of the taxpayers money to do it. He felt their taxpayers are happy at this point.

Alderman Russell asked if St. Charles County taxpayers are obligated on the bond if the bonds default.

Mr. Ingle said there is some risk. If everything goes bust, the citizens are stuck with the $35 million bond issue. The bond payment is covered by the amount the private corporation pays the County and City and with the increase in tax revenue generated by the facility. In essence the arena is being paid for by the people that go there and in twenty-five years the county will get a $35 million building they didn't have to put any money into. Always assuming they stay successful.

Alderman Russell said he understood that the St. Charles County taxpayers took a substantially larger risk than Fayetteville is being asked to take on this project. In this case the City is not being asked to obligate itself on the bonds at all.

Alderman Santos asked Mr. Ingle what his interest is on our community and who paid for his trip to Fayetteville.

Mr. Ingle said his predecessor as County Administrator in St. Charles County was Jim McLagan, who is a friend of and who has worked with the developer (QuesTec) Mr. McLagan called him and said he had a friend trying to build an arena here and wanted to know if Mr. Ingle thought it was a good idea. Mr. Ingle said it was great for St. Charles County. He was then asked to come to Fayetteville and give a testimony, which he agreed to. He said he was willing to share information from studies St. Charles County had done or help Fayetteville in any way he could.

Alderman Trumbo asked how much St. Charles County had paid for their feasibility study.

Mr. Tom Ingle said the private developer did $500,000 to $600,000 worth of research and development in studies. He brought those studies to the county and said "This will work". The county wanted to step back and do their own studies, which they did. He estimated they spent around $15,000 for an engineering study to see what kind of building they would get for $60 million. Then they spent $80,000 on a study to establish whether enough money could be made in operating the facility to allow them to pay the county enough to pay the mortgage Those were the only studies done by the county.

Alderman Trumbo asked if the developer re-cooped their $6-700,000 soft cost of doing that study and refer the bonds to the county.

Mr. Ingle said the arena ended up costing about $29 million and then the County reimbursed the developer almost a million dollars of funds that he had spent in developing this project. These were things the County would have probably done itself so they felt it was only fair to reimburse that out of the bond monies.

In response to a question from Ms. Little about how the land was acquired for the project, Mr. Ingle said that four entities were involved in this project. The city of St. Charles is donating some money to the county who is also donating money and who put the bonds in. Also involved are the developer and the person who wanted to operate the facility, and a fourth entity was the Station Casinos who have a casino in St. Charles County. They have bought a lot of property along the Missouri River to prevent other casinos from coming in. When the laws changed in terms of other casinos coming in, they had a fair amount of land that was pretty much useless to them. They felt if an arena was built and 10,000 people came to it, those same people might come down to the casino afterwards. They donated the 60 acres to put the arena on. They also donated $100,000 in cash and a guarantee of $500,000 a year in advertising. They became another private partner. So there are really two private partners and two public partners. Four groups came together to make it work.

Mayor Hanna and the City Council thanked Mr. Ingle for coming down to address the council.

Mrs. Alett Little said she wanted to correct one piece of information. Though Mr. McLagan offered to pay for Mr. Ingle's ticket to Fayetteville, she felt that since she had asked for him to come, she should pay for it out of her economic development budget. She also stated that Mr. Ingle has not worked with QuesTec nor with Nustadia. She felt it was important for him to be here because he could answer questions from both sides of the issue - as the County Administrator and as the current operator of the arena.

Steve Ward, with the Chamber of Commerce, thanked Alett Little for the information packet she had given to the Chamber. It was distributed to their Board of Directors who spent extensive time viewing the information before and during their Board Meeting. Upon viewing this information they found this to be a private sector investment, to be run by the private sector. They feel private sector dollars invested into this community to bring multi purpose facilities would be an enhancement to the community and they support the project. He stated that he had an official letter from the Chamber for Alett for her files.

Mayor Hanna thanked Steve Ward and asked if the Council had any questions and if they wanted to open it up to the public.

Alderman Trumbo asked if Mr. Ward saw this project as potentially helping existing businesses and creating new businesses.

Steve Ward said he thought anytime traffic is generated, dollars will be generated. Where there is development in the community you will see additional businesses develop in that area and prosper. This would obviously be a drawing card for South Fayetteville.

Alderman Trumbo said he believed there are only two or three options left on the airport. One is to sell it, privatize it or try to convert a non-earning asset to an earning asset with all the parking utilities and infrastructure already there. Or to somehow increase the revenue attributed to general aviation, which we haven't been able to do so far. He asked if Mr. Ward saw it any differently.

Mr. Ward said a marketing plan was developed cooperatively between the City and the Chamber. The marketing plan for Drake Field included utilization of the facilities for expanded aviation businesses. He thinks it is an ideal piece of property for that purpose and there is ample land down there to do that. It still needs to be a focus for the development of that land. Those opportunities exist out there.

Alderman Trumbo asked if the study was generated internally or if the Chamber contracted it out with a consultant

Steve Ward said Dale Frederick and Jim Crider had attended a national meeting and seminar on redevelopment of airports. With that information, a group of marketing people was assembled. It took about nine months to develop a marketing plan in 1994 and it was updated in 1999. He felt it to be a quality plan that offers some real direction on the development of aviation at Drake Field.

Alderman Daniel said she had been told that competition to attract businesses and industries to municipal airports is furious. She wondered if any businesses had expressed interest when the plan was in place.

Steve Ward reminded the Council that when the marketing plan was presented to the Airport Board, they made a choice to hire an internal marketing director. The Chamber did not have any direct involvement in that marketing

Mayor Hanna and the Council thanked Steve Ward for addressing the Council.

Alderman Russell asked if the staff had had an opportunity to negotiate regarding the cost of the study, as per the motion by the Airport.

Alett Little said she feels the $200,000 that is on the table is a negotiated amount. The City must own the study. The staff feels in the event the arena does not materialize, the city is putting money into it and they certainly want to have something at the end of it. That was probably the major point of negotiation.. As she understands it, the $200,000 is a deal killer. When the subject has been brought up, the staff was told it was non-negotiable. She feels other developers are out there who might be interested in pursuing a project here. They may or may not offer the same deal. In talking to other communities, she didn't find many other projects that are privately financed like this one is. Most have been publicly financed.

In response to a question, Ms. Little said the total cost of the plan is $700,000. QuesTec has money already invested in the project and they will put additional money in the project as will Nustadia. They have accounting procedures where they account for their hours. The main money that will go to QuesTec is for the production of the architectural documents and the specifications that would determine what the total facility is going to cost so we could look at what revenues have to be produced to cover those costs.

Alderman Trumbo asked Jim McCord if the project goes to the next phase where they actually go to the Facility Board for the bond, whether all three of those entities would be able to recoup the soft cost of the $700,000 of the total bond issue.

Ms. Little said she understood that soft costs for the project are reimbursable whether or not bonds are used to finance. If commercial or bank financing is used, those costs should be recoverable. She said they have talked about the use of bonds for this project because they want to prepare the Council if bonds are used. Bonds are a very advantageous way to finance a project. But the Nustadia Group has a financial arm and they might chose to finance using conventional financing. So a determination that bonds will be used has not yet been made. That decision has to be made during the course of this study.

Alderman Davis wanted to be sure everyone was in agreement that in the event things don't work once the arena is built, whether it is bonds or private financing through a bank, that the City taxpayers will not be held responsible for this debt.

Ms. Little said this is a 100% private liability. Since it is to be built on airport property, our property, of necessity, will be tied up. It is the ground underneath the facility. However, we retain the parking and if you don't have parking to go along with your building you are pretty much up a creek. So whoever came in and took over the management of the facility or bought it at some reduced price, would be forced to deal with the City in order to make the project go.

Alderman Austin asked Ms. Little to comment on any other products that might be derived for the benefit of our City from the $200,000 extensive study; apart from the building specs and the architectural plans.

Ms. Little said she thinks one of the most important things the City will get from that study is additional public involvement. This developer has said they will not do this project unless there is public support for this project. So in order to get a facility that can be supported by citizens of Fayetteville and surrounding areas some fairly extensive public involvement will have to occur. Another important thing is that the City will own the document and will have the ability to refine it and go forward so we have not lost that money. The City can reuse it in a positive way.

Alderman Trumbo said he had check out all the players, and found them to be credible. But he is concerned that this is a private enterprise for profit. They will have a group of investors who will expect 12 -18 percent rate of return on their investment. He stated the $200,000 is a problem for him. The city's equity portion should be the land and utilities and the parking. The study would be used to sell the idea to investors. He questioned if he could justify the expenditure. In essence the city would be subsidizing the cost of doing business.

Alderman Davis stated his problem was with the payment structure. It seems to be a good project, but he had some reservations.

Alderman Daniel said a lot of money is spent on studies by consultants. She has spoken with citizens who are concerned about the cost of this study. She felt it is important that the Airport Board has approved this and that it is coming from the Airport fund.

Alderman Austin asked if the City would be paying for plans that had already been made for another facility or another community with this $200,000.

Alderman Trumbo expressed concern about QuesTec not having done one of these plans before and not having worked with Nustadia before. This was a new merge between the two.

Mr. Gary McClagan, Vice President with QuesTec, stated they would not be purchasing a set of plans that had been used somewhere else. Some things are standard, but the plans would be designed specifically for this facility.

Alderman Austin asked what other information would be derived from the study other than the building plans and architecture design. For instance, will population projections be made.

Mr. Joe Greaves explained they will look first at demographics and market study. They would talk to the community to see what they would support. There would be a site plan and architecture program, schematic designs, and a set of plans detailed enough for a cost estimate. It will not be a set of plans that anyone could bid. There will also be a forecast of revenue and operating expenses. They will be compiling an entire program, not just a project.

In response to a question from Alderman Trumbo, Mr. John Akerley stated that he is an employee of Nustadia, a wholly owned subsidiary of Cochran Group. He is also a major shareholder in the Cochran Group. He is a member of the Board of Directors and a Senior Vice

President of Nustadia Developments. He is also the managing director of an entity which is about to be created and will be called ICC. It stands for International Coliseums and that is an entity that is owned 50% by Nustadia and 50% by the shareholders of the Western Professional Hockey League. It exists for the sole purpose of bringing in investment. It would be the investing arm of his group in this project.

Alderman Trumbo said he visited today with Terry in Lamar, Texas, a municipality that is currently 2 ½ months ahead of the City in this process. That city's population is only 14,000 and they put $100,000 to get started on their plan.

Mr. Akerley stated there has to be a commitment on both sides to make this thing happen. The project has started. There are a series of decisions to go through collectively as the project is developed.. It is not a study to see if this is going to be a project. This project has started. I am investing into it and so are you, through your Airport authority. This is a new and different approach we think works and is more successful.

Alderman Daniel had a citizen ask her why they could not use U of A students to help develop the plan.

Mr. Akerley stated they liked to involve local universities. He liked to use local people. In response to the questions, he stated the process they are following is very new and was brought about by taxpayer revolt. He has personally been involved in this type of project since 1972. They had done close to one hundred buildings of all types, ranging from recreational arenas to 20,000 seat multi purpose stadiums. In the last four years this new procedure has been developed as a response to the tax payer. There have been no failures. They are just starting this in the US. In response to questions, he stated they had been looking at this area for quite some time. QuesTec contacted them. He wants a commitment from his associates, but until they put money down he feels they are not committed.

Alderman Davis asked when and how many public input sessions were planned.

Mr. Joe Greaves stated they had not determined the number yet. The important thing now is whether the city is behind it.

Alderman Trumbo asked if QuesTec would be subcontracting the work.

Mr. Greaves stated they were a growing company and their primary business was consulting engineering. They did small feasibility studies, but not the type they were discussing here.. If they can not do something, they go out and find the best people in that area so the client gets the best project. He said he had worked on this project for a couple of years. They knew at some point they would have to team up with someone who knew how to do arenas. Once they had an outline, then they could carry the ball forward. They have done construction management for a long time.

Alderman Trumbo questioned when all the funding would be worked out.

Mr. Akerley stated it comes together pretty quickly at the end. He needs to know what the revenues and operating expenses would be. He had been contacted within the last week by four independent financing groups interested in talking about this area and this type of building.

Alderman Trumbo asked who would have control with the investors and the actual bonds being floated. Who would impose debt service ratios and other financial considerations on bond issue?

Mr. Akerley stated all these items will be covered when the plan is complete. They had to address all these matters with the financing companies.

Mr. Charles Wallace, Airport Board, stated the Airport Board seriously considered the arena and made a very cautious decision to support the next step. They were aware that it was not just a feasibility study but a step toward a project that would make a major change in our community airport. On the one hand it is an exciting project, an airport with a sports arena. On the other hand, it's an anxiety producing project should it become a sports arena with an airport. He wanted to make sure any local revenues go to the airport. They also want a renewed commitment on everyone's part to develop a viable general aviation airport. The board is concerned about doing more marketing than has been done. It is in a far better location than many airports that have been successful following the withdrawal of airlines. He said Drake Airport is not dead without this project. It is very likely that it could be a stand alone community airport as a general aviation entity. Drake has been recovering from losing its major revenue stream. Staff is changing its view towards what it means to be a GA field. Marketing for general aviation is very different from calling on airlines. A lot more can be done.

Christen Walker, ten years old and a goalie for the a youth hockey team said he started playing in October, 1999 and has gotten into it more than any sport before. He wants everyone to know what this multi sports facility means to his future. This arena provides a way for him to realize his dreams and goals of going on to college with a hockey scholarship. Without the use of ice time, he will not be able to gain the experience he needs.

Emily Williams said Mrs. Little made the statement that this was going to be built anyway. She wondered if this meant that this was going to be built "anyway" in this area or built "anyway" somewhere else?

Ms. Little stated that she was not certain where she said that statement. Perhaps it was when she was mentioning that she had inadvertently talked to another league. She said she could not guarantee this project. But she thinks there is a very good possibility another group might want to proceed with the project if this falls through. She has been amazed at the amount of interest that this particular facility has generated.

Emily Williams asked if she was saying, that regardless of the Council's decision tonight, the facility will be built in this area?

Ms. Little stated that she thought there was a lot of interest and that if this deal is not made, someone else will come forward and entertain us with their ideas of how a deal could be made in this area.

Emily Williams stated she is not opposed to funding this study. There have been a lot of questions raised and she is very upset with the unseemly haste with which she feels the Council is going into this decision. She feels the City keeps rushing into things without giving the public a chance to really absorb it and find out what it is they think about something. When you are pressured to make a decision, mistakes are made. She feels the process should be slowed down.. She felt that public trust had already been damaged over the years when these issues came up and everybody rushed right ahead. She urged that the project be left on its second reading. She stated the Council was elected to make informed decisions and to make an informed decision you have to have information and you have to have time.

Alderman Trumbo asked, with all due respect, what kind of additional information Ms. Williams felt they needed to get back.

Ms. Williams referred to information the Council received tonight and asked when they had received it.

Alderman Trumbo said on any item before the Council, whether it be the waste water treatment plant or senior center, he gets his information and makes a lot of calls and asks questions. He gets a lot of information. He agrees that the more public hearings you have on anything the better it is for the overall community. But on the other hand, an alderman is elected to represent the people, to do that with due diligence and ask the questions and to make informed decisions based on his/her convictions. If the people in his ward disagree with his decisions, they won't elect him again. He stated that he does not jump into any decision he makes.

Ms. Williams said she is concerned that there has not been enough time to get all the information needed. The Council appears to still have questions. She personally has questions. If a decision is made tonight, she feels the public is left with the impression the Council is jumping into something.

Alderman Young said if the Council votes tonight, it will not be a vote on whether to put the hockey rink in there. In the event the $200,000 is approved, the public should continue to study this because the next round is the lease agreement, which is more important than this question.

Ms. Williams said she came here tonight with the understanding that this was a vote on $200,000 for a feasibility study but she feels now she is hearing that as far as the developers are concerned, a yes vote is a green light and the only thing that stops it is if the investors say no.

Alderman Young stated that is not the case. If the Council votes no to a lease, the project stops.

Alderman Davis stated that they have to take this information back to their investors to make sure it is a go for them. Then they bring it back and work out a lease agreement.

Ms. Williams stated that the developer made the statement that this was not a feasibility study, but the beginning of a project. Mrs. Little said that this was a study we would own in the end, and it would come back to us.

Alderman Davis stated that it is a business plan.

Ms. Williams said she feels everyone has a different idea of what this vote is really on.

Alderman Trumbo stated he had only been on the Council three years and he feels they have a well diversified group with good checks and balances. He asked for specific cases where the City Council has been moving too fast and voting and not telling the people what they are doing.

Ms. Williams referred to public perception, and law suits such as the Town Center and going all the way back to the incinerator. She feels the perception is going to be that the Council does not take the time they need to inform the public and allow them to respond. She said when these things come up it appears the Council is trying to push something and avoiding public input.

Alderman Trumbo stated that it was not the Council's intent.

Ms. Williams again asked that the Council slow down, put off the vote until a regular meeting.

Alderman Austin said he would like to see everybody who wants to speak, come up and speak. If they have a question to ask a particular staff person, they can call them tomorrow. He would like to not have the bantering back and forth. He felt time was being wasted.

Mayor Hanna agreed.

Alderman Russell said he agreed as long as this was going to be left on the second reading. However it they were going to vote tonight and an aldermen has questions they have no choice but to ask the question.

Tim de Noble stated he was there on behalf of Friends for Fayetteville, a non-profit citizen organization. They request that the City Council examine and respect the motion passed by the Drake Field Airport Board, Thursday, February 24, 2000. Friends for Fayetteville also support the Airport's Board vote for further negotiation on the cost of the study. In addition they recommend the City Council allow another two weeks, a third reading on the ordinance in order to continue the opportunity for public input. They also request that a more detailed description of what this study will encompass and a sample of a probable lease be presented to the public before any money is spent.

Mr. de Noble. also said he hoped the City, even though it will be leasing the facility, has some input about what will go on there. He hopes the study does not come about by promoting things that promote violence , even fake violence, as family activities and that the City has a part in and some control over who cannot be excluded from going into the facility.

Paula Marinoni said she thought this project would be great if it would work. She gave an instance of a similar situation in Kansas City where the airport thrived when the old terminal was turned into a convention hall. She liked the idea of making use of all the parking spaces already there. She shared some information she had collected about other arenas in other areas she felt the Council should look at. She talked about the range of sports already available in this area and how many opportunities citizens already have to spend recreational dollars on sports. She questioned how long it would take to get something like hockey going in this area. She listed what she considered red flags in this. One concern is the short period of time this has been available for the public to consider. Cost is also a concern for her. She listed the costs of other studies that have been done in our area and what we had received for the money. Her third red flag is what she sees as a conflict of interest - paying the people who will profit from this project to do a study and telling us how much we have to pay for it. Her fourth flag is the haste and pressure she feels is being applied by the developer. She questioned why the $200,000 is a deal killer and why it cannot be negotiated.

Mayor Hanna asked Paula to clarify for him whether she was for the project or against

Paula Marinoni said she thinks it would be wonderful if it could work. But she doesn't feel it has been on the table long enough to weigh all the options.

Chuck Chadwick stated that he is an eighteen year resident of Fayetteville and represented Fayetteville Air Service, the fixed base operator at Drake Field. He commended the Council for not suspending the rules at the last meeting and sending this on to the second reading then. He said he is not opposed to the arena but promotes public awareness and public discussion. He said he isn't sure if he is for or against the project, but is leaning toward support of the study, though he feels the cost is too high. He urged the Council not to go for the quick fix but to think of long term investments. He commended Ms. Little for bringing the project before the Airport Board and the Council. He questioned paying someone who is admittedly new in the business and trying to get their foot in the door more than other people are paying for a similar study. He feels Northwest Arkansas has a lot to offer. If this market is attractive enough to bring a hockey league or whatever, it is attractive enough to do so without the haste.

Mr. Chadwick stated he might not be as concerned if the money was coming from the city budget and not the Airport budget. As a pilot and airport business representative, this would greatly affect him. The $200,000 would go a long way toward other investments and improvements on the field.

Richard Mannard asked, without the feasibility study, what keeps a ice hockey franchise viable in terms of attendance - 3,000 or 4,000? As a taxpayer, he was a little nervous about what the city would be asked to do if the project doesn't work. Would we be asked to give a little more if the project isn't quite a success but not really a failure?

Dan Coody from Fayetteville said he appreciated those aldermen who did not vote to push the project through on the first meeting. It took St. Charles, Missouri a year to get from the time of presentation to the public to actually starting the arena. He asked if the arena takes over half of the terminal and then six months down the line an aviation facility wants to come in that needs that half of the terminal, how will the conflict be handled.

Alderman Trumbo said if the hockey franchise wanted to lease part of the terminal, the City Attorney would have to look into the issue before a lease was signed.

Alderman Young repeated that all that would be addressed when the lease agreement came before the Council.

Mayor Hanna stated that no one had made a request for any of the terminal and he said he was not much in favor of use of the terminal building for this project. He also had questions about the location presently designated for the arena.

Mayor Hanna said he and Charles Venable looked at the area yesterday and today and there appears to be a possibility of putting the arena south of the parking area. That can all be worked out when the time comes. First you have to get some plans on the proposed arena and the site decided for the footprint of the building and where it would fit in there. At that time they would come back to us and start talking about lease agreements.

Dan Coody hoped there would be plenty public comment scheduled so these details could be discussed.. He also questioned whether Drake Field was the best site for this project. He mentioned partnering it with the Youth Center to make it readily accessible to schools. He favored putting it right in town rather than at the southernmost point of town. He felt more time was needed to discuss all these issues.

Sandy Walker , a hockey mom and a concerned citizen of Northwest Arkansas, not necessarily just Fayetteville, said she was very much a supporter of this facility. She felt it has a lot to offer the area. She said she has complete confidence in the Council's ability to make the financial decisions, whether it be in a three week process or longer. As with any major project, pros and cons have to be weighed and she felt the pros outweighed the cons. She emphasized that the facility would offer opportunities for children in this area to have ice time. Normally they would have to travel to Little Rock, Ft. Smith and Tulsa for this opportunity. Over 100 families volunteer their time to make a successful hockey program for the youth of this area. There are well over 160 registered players in the Jones Center hockey arena. But there are ice limitations at the Jones Center because of the continuing growth of the hockey program. One group travels to Tulsa at least once a week to play in the regional high school program. If these kids could practice and play locally, it would also keep the money local. In addition to the youth hockey program, a junior varsity team will be added next season, which means more kids traveling away for ice time. The youth hockey league holds tournaments, which would generate local revenue to area businesses. She asked that the council remember this is not just a financial issue but an issue that involves the future of our children.

Alderman Santos asked what percentage of time the operators would donate the facility for use by youth groups.

Alett Little said that was one of the things that would be more fully discovered during the feasibility study. She didn't think donations of time would be involved, but she said that in talking with other communities it is evident that one of their most successful revenue generators is public skate time. In conversations with the Youth Hockey Leagues, fees they pay now for tournaments were discussed. This group is interested in the youth sports aspects of the project. They have discussed hockey as well as figure skating and indoor soccer. But details have not been worked out yet.

Rick McKinney, a lifetime resident and the Chairman of the Airport Board, stated he has been around that airport all of his life. He felt marketing the airport was a big issue. He felt little had been done in the area of marketing for industrial support, corporate aviation and general aviation. He felt the feasibility study needs more discussion. Prospective tenants at the airport have been required to come to the Board and to the City with a business plan. He questioned why this came to the Council before the Airport Board and why it was being rushed. He said the public didn't have enough information to look at and really consider. $200,000 is two thirds of the annual airport budget. He asked that the Council consider the money to be spent out of the Airport budget, and what it might be take away from the operation of the Airport. He suggested the

Council consider taking part of the money out of the general fund.

Jeff Erf, a Fayetteville resident asked what percentage of the total cost the $200,000 would be. He was concerned that such a small percentage of the total cost of the project would be a deal breaker. He also wondered if the feasibility study is going to be an independent study or if it would be done by one of the developers. Upon being told that Questec would do the study, Mr. Erf if QuesTec would gain financially if they determine the project is feasible.

Alderman Trumbo stated that they would be paid for the study and they would also be paid during the construction phase to do some engineering work for which they would obviously be compensated.

Jeff Erf said they obviously would have a financial interest in a positive outcome.

Alderman Trumbo said that the feasibility study would have to show that it would be feasible financially in order to get the investors to buy the bonds.

Alderman Russell said at some point independent people without a current financial interest in the project would have to look at the feasibility study and make their own determinations whether the project is feasible before deciding whether to put their finances at risk.
Mayor Hanna closed the public portion of the meeting and turned it back to the Council.

Alderman Austin stated if the venture is a success, it is a win-win situation. If it is unsuccessful, the investors and the financial institutions lose; and the city is sitting there with property with a building on it.

Alderman Russell said he had a couple of concerns. He agrees with the Mayor's concerns about leasing terminal space. If it is leased, it should be year by year so priority can be given to aviation related businesses if that opportunity arises. If the $200,000 is approved and they come back to us in 120 days and say, this project is feasible and we will build it if we can have a ten year lease on half of your airline terminal, a no answer could cause the city to forfeit the $200,000. He felt some of these things should be written out beforehand so everyone essentially knows what kind of playing field they are dealing with.

Alderman Davis suggested some of these items might be discussed with the developers and answers might be available at the next meeting if the Council does not vote today.

Alderman Davis suggested changing the payout schedule, dividing it into quarters, paying $50,000 at the time of signing; another $50,000 in eight weeks, another $50,000 in twelve weeks, and the last $50,000 at sixteen weeks. This would decrease the payout if at any time during the process it was determined to be a no-go.

Alett Little said she would need to address the payment of money at the time of signing.

Mayor Hanna said he had it divided a little differently - $50,000 at signing; $75,000 at twelve weeks and $75,000 at the sixteenth week.

Alderman Davis said he had no problem with that.

Alderman Austin stated that he had been thinking about dividing it by two.

Mayor Hanna said the two things that really need to be decided are whether or not to fund the study and how to pay it if it is funded. If the Council chooses to leave it on second reading tonight, putting it on the third reading on the next meeting, it would give Alett an opportunity to talk with the principals and to fine tune that.

Alderman Santos asked if they could get information such as what percentage of ice time would be dedicated to public use or youth hockey. He also asked about parking needed for this large arena.

Ms. Little stated she would be glad to get with the developers and ask them what percent of time could be dedicated. She said they have to come up with cost before they can figure out how much revenue is needed to cover those costs. Any information is going to be preliminary information. But they can draw from their experiences to provide some information.

As for the parking, until a location is decided on, again any information would be preliminary. If any alderman wants additional information, Alett asked that they call and let her know what they need. She will get what information she can for them.

In response to a question from Alderman Santos, Ms. Little said they don't know for sure if this project will be connected to the terminal. It might be better to have entrances from another location.

Alderman Russell said he would like to know whether they are interested in using the terminal and if so, whether they would be willing to lease it on a short term or year-to-year basis. He said he wanted to have a good idea of whether he would vote for the lease before he votes to appropriate the $200,000.

Ms. Little said she would ask the question and if some ground rules and decisions need to be made along the way, they will try to do that.

Alderman Davis asked Mayor Hanna about the best way to handle the Airport Board's recommendations - should it be in a lease agreement or part of the ordinance being voted on.

Mayor Hanna said he thought it should be a separate resolution of the City's intent. He said that he thought it had little to do with the developers and everything to do with the City. The main thing is that we want to be sure that the revenues generated go to the airport. The other thing is that it not take over the whole airport identity. A resolution can be passed to that effect.

Alderman Trumbo said his first thought here was that it was a way to take a non-earning asset and create some revenue that would compliment it and not infringe upon the general aviation aspect.

Dan Coody stated that he understood that position entirely. He said that there is nothing that says that if the arena does get built in a better location, that a portion of the proceeds can't still go to the airport.

In response to a question from Alderman Daniel, Ms. Little said it was correct that if the airport parking is used for the arena, some of the parking revenue can come to the city

Alderman Daniel then asked if additional parking has to be built by the group who run the arena, whether they would get those parking revenues.

Ms. Little said the question asked at the Airport Board was whether there is enough parking already there to support the arena. The answer is no. Additional parking and additional ways to get people to the arena were then discussed.. She said she was concerned about using additional airport land for parking because of its dedication to aviation uses. The idea of using other parking lots and busing patrons was then discussed. However, if additional parking has to be built it will follow the same rules every other business in Fayetteville follows, which is that they will have to build their own parking. She said unless there is something unique decided during the lease negotiations, she doesn't think the City would have any control over or derive any revenue from that. At this point, since the actual seating in the arena has not been established (though they have been using 6,000 as a round number), there is no way to know exactly how much parking is going to be required.

Alderman Austin agreed with Alderman Russell about negotiating some issues now so they won't come back with a financial hook use this $200,000 investment as a leverage for more.

In response to a question from Alderman Austin about figure skating in this arena, John Akerly said there are provisions for ice hockey and other professional ice events. There are also provisions for tiny tot ice. He did want the Council to realize that these buildings are not recreation type buildings where you have no spectators. This is a spectator building that happens to have ice facilities and the object of the building is to put buns in seats. To take this project and totally dedicate it to tiny tot skating programs will not work. It is not a business then and would have to be subsidized. But public ice time will be available because events only take of part of the time. The rest of the day this building can be used for other things. There will be professional ice events, shows, and trade shows as well. Even aviation trade shows if the city decides on the airport location. He said the choice of site is not his but the city's.

Chuck Chadwick stated that he had heard the way the airport is going to get revenue is through parking. If there are 900 spaces and a 6,000 seat arena, there is going to have to be extra parking. If the airport or City does not control that parking, we leave it up to the owners of the facility. They can then make deals as far as ticket prices, including parking and stuff, in which it is possible that the airport may not get revenue from parking.

Mayor Hanna assured Mr. Chadwick that this would be in the lease agreement.

Chuck Chadwick stated that land lease is not how the airport is going to make it's money. He said the revenue would come from the parking, and that is going to be per car per event.

Mayor Hanna said he was in favor of that.

Alderman Davis made a motion to leave the item on the second reading.

Alderman Daniel seconded the motion.

THE ORDINANCE WAS LEFT ON THE SECOND READING.

PUBLIC FACILITIES BOARD

Mayor Hanna read the next item which is an ordinance to expand the role of the Public Facilities Board to include recreational facilities and multi-family housing as provided by state law. It is on the second reading.

LaGayle McCarty read the ordinance.

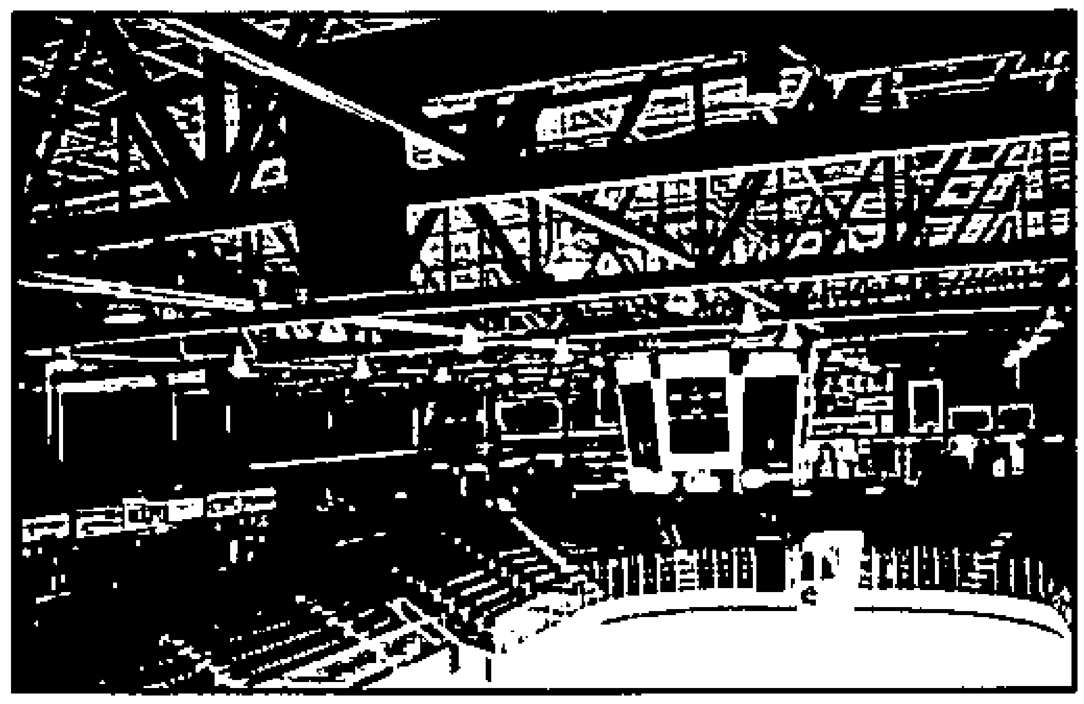
Mayor Hanna stated that it was on the second reading and would automatically be on the third reading next time.

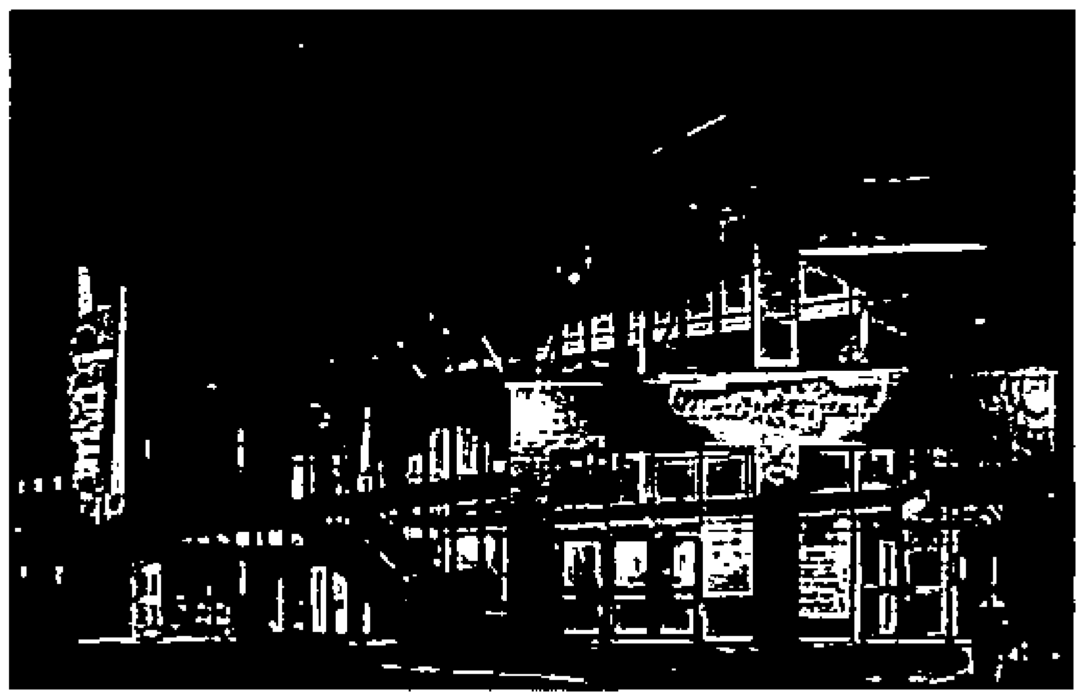
Alderman Austin asked if he could make an announcement. He wanted to commend Swifty for coming to the meeting tonight, which is his 35th wedding anniversary. He has been waiting for an hour and a half to get home to take his spouse out to eat.

The meeting was adjourned.

Qualifications

For the Development of
Sports, Recreation and
Entertainment Facilities





Submitted by

Nustadia Developments Inc.

NUSTADIA
DEVELOPMENTS

NUSTADIA
DEVELOPMENTS

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Phoenix, Arizona 85022
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Tel: (602) 971-1884
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Nustadia Developments Inc.

Nustadia Developments Inc., with its head office in Toronto, was established in 1994 with a mandate to provide leadership in the development of sports, leisure and entertainment facilities and to provide a comprehensive range of services to the sports and recreation industry.

The Company consists of an experienced team of professionals including development managers, construction managers, facility managers, accountants, analysts, and legal and tax specialists with direct access to architectural and engineering expertise.

One of Nustadia's specific niches of expertise is the development of multi-use sports and entertainment centres using the principles of Public Private Partnerships (P3) with municipalities to provide a level of entertainment opportunities which otherwise would not be financially viable.

Services provided by Nustadia for such facilities include:

- Project identification
- Feasibility studies leading to project optimization
- Business proformas and plans
- Debt Financing Sourcing
- Design/Build to a guaranteed price
- Operations including management, event planning, food & beverage
- Major tenant licensing and franchising

Nustadia Developments Inc. is part of the Cochrane Group of Companies with head office in Calgary and representative offices in Vancouver, Calgary, Edmonton, Regina, Saskatoon, Winnipeg, Burlington and Toronto.

The Cochrane Group of Companies is employee-owned and is comprised of over 350 professionals, technicians and administrative staff including managers, architects, engineers, accountants, tax experts, developers and analysts.

Nustadia Developments Inc. is also active in the United States through Nustadia Developments USA Inc.

Nustadia is a member of the Canadian Council for Public - Private Partnerships.

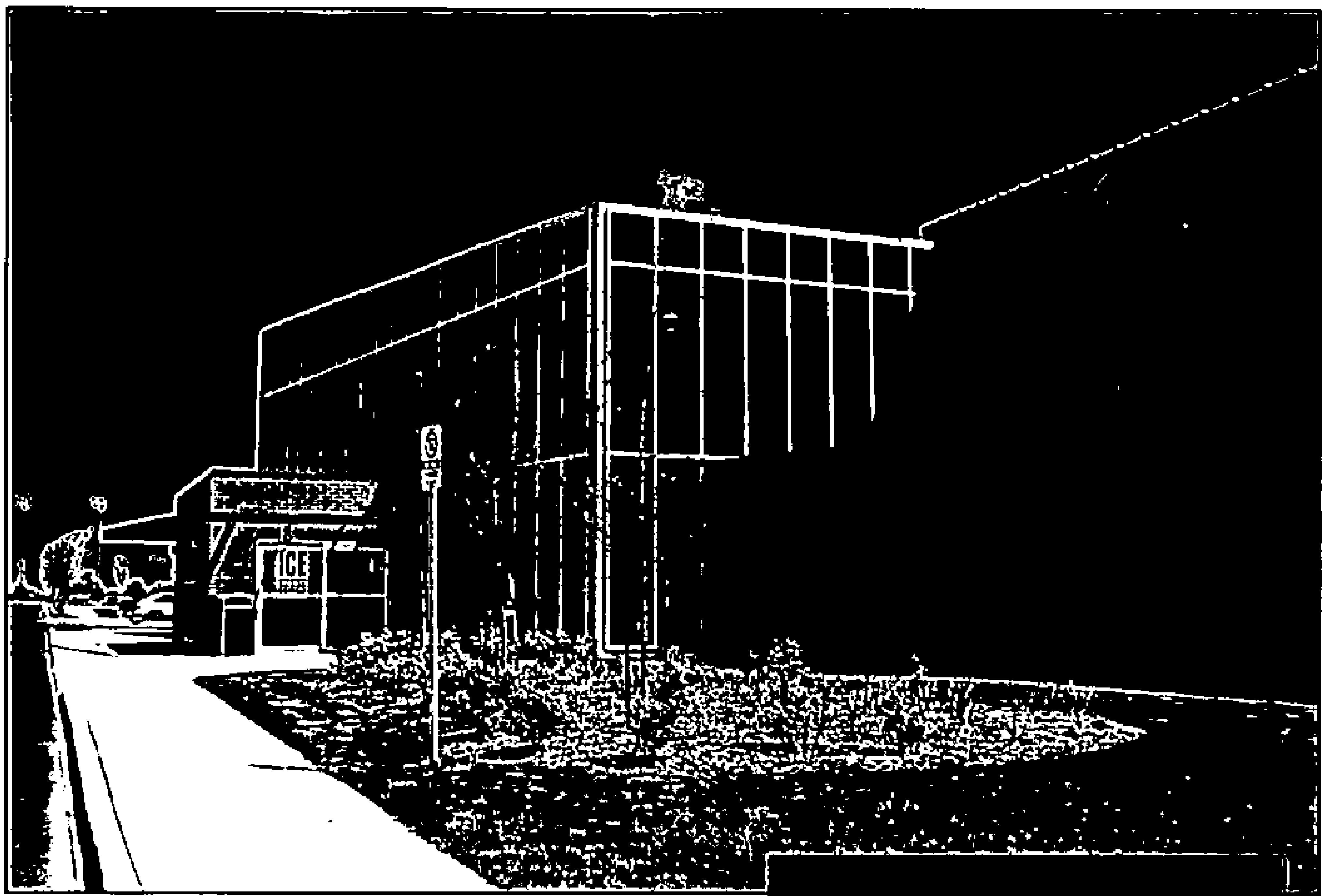
COCHRANE GROUP

OSHAWA COMMUNITY/ICE SPORTS CENTRE

Oshawa, Ontario

Client:
O&O Development Corporation

Services:
Sourcing Project Partner
Site Selection
Municipal Rezoning
Development Management
Programming
Preliminary Plan Approval
Concept Design
Detail Design
Construction Services



O&O Development Corporation retained the services of Nustadia Developments, and its team of PBK Architects Inc. and Cochrane Engineering Ltd., to develop a new ice hockey and recreation centre in Oshawa, Ontario.

The first phase of the building consists of two NHL size rinks linked by a two-storey spine, providing dressing rooms and showers on the main floor, and offices, restaurant, and lounge facilities overlooking the ice rinks on the second floor. Two additional rinks will be added at a later date when market demand increases.

The front lobby provides access to the building, as well as to a sports shop and a physical fitness area. The spectacular site overlooking Lake Ontario has also afforded the opportunity for a large deck off the lounge facing east and south with a view of the lake.

The Oshawa Ice Sports Centre was completed in October 1997.

COCHRANE GROUP

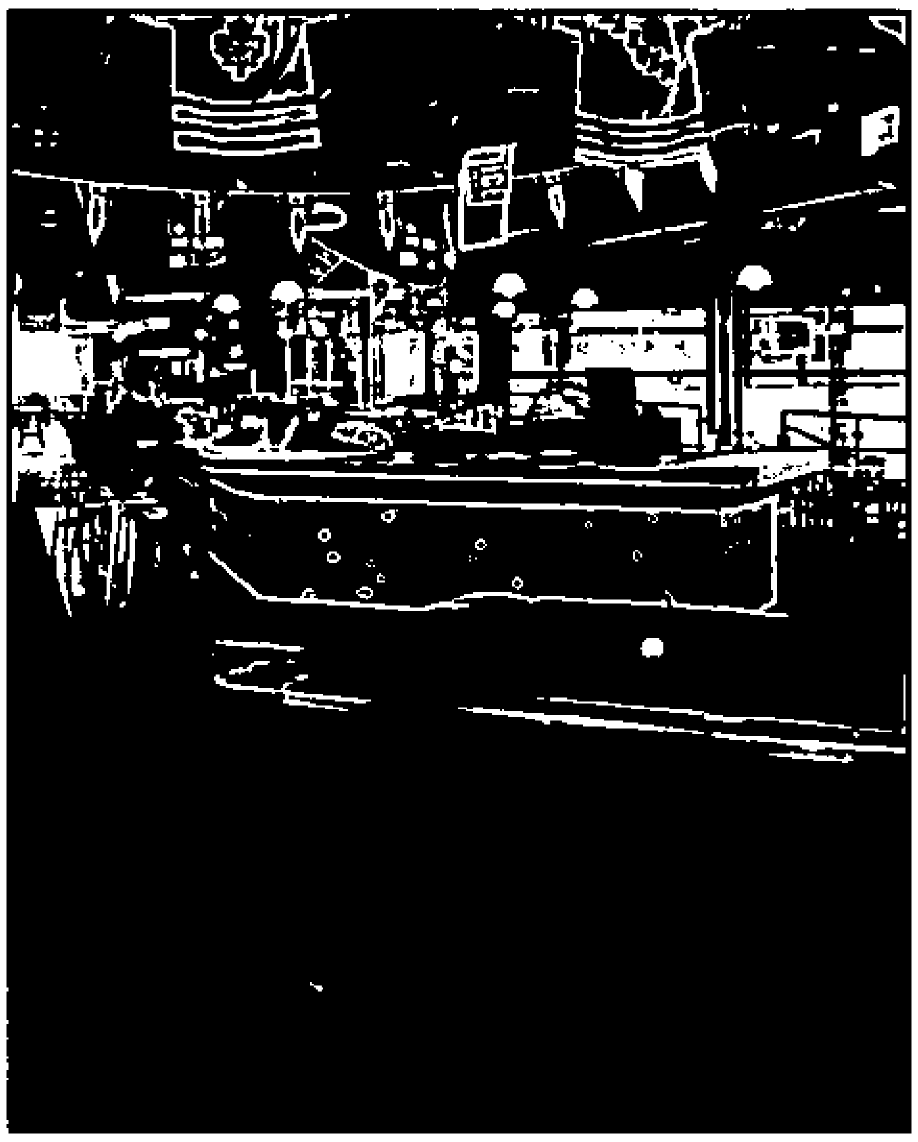
OSHAWA COMMUNITY/ICE SPORTS CENTRE

Oshawa, Ontario

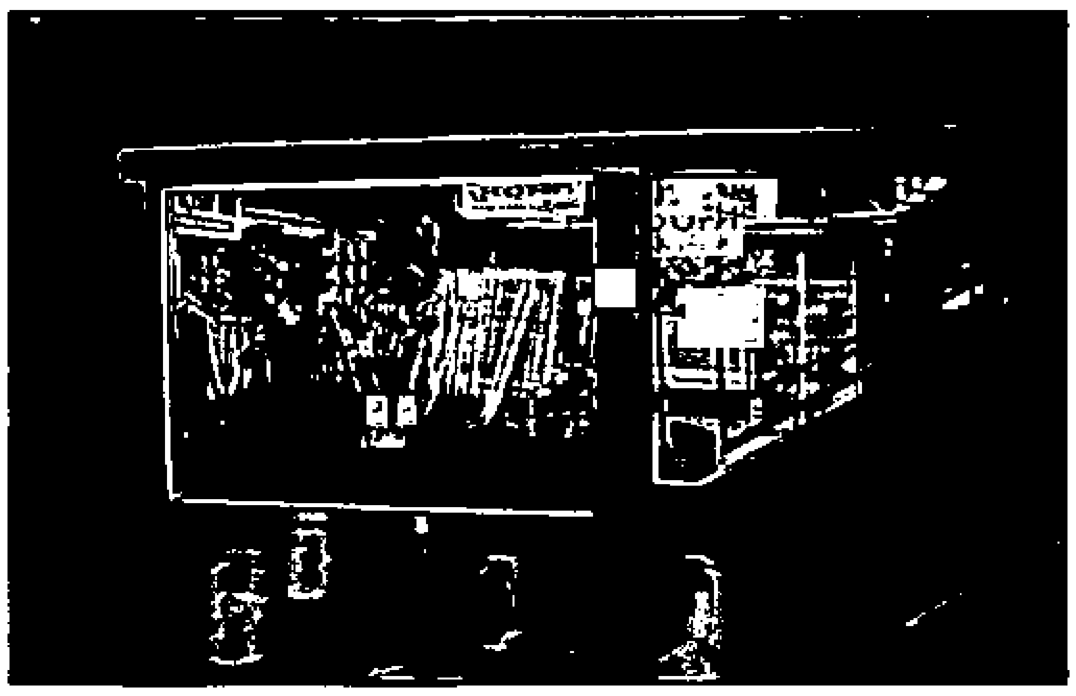
Lobby

Restaurant/Lounge overlooking ice surface below

Outdoor Patio



Restaurant/Lounge



Pro Shop

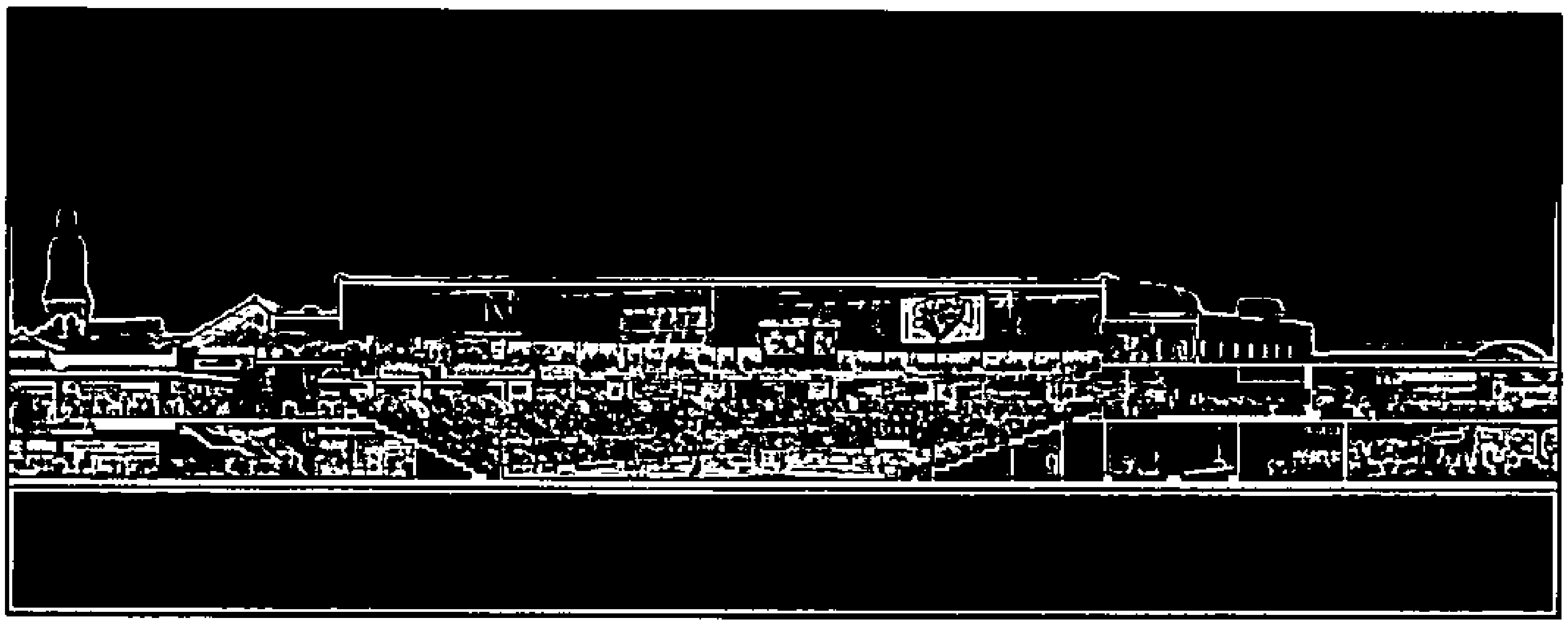
COCHRANE GROUP

GUELPH SPORTS AND ENTERTAINMENT CENTRE

Guelph, Ontario

Client:
City of Guelph

Services:
Project Development
Equity Ownership
Facility Operation
Design/Build

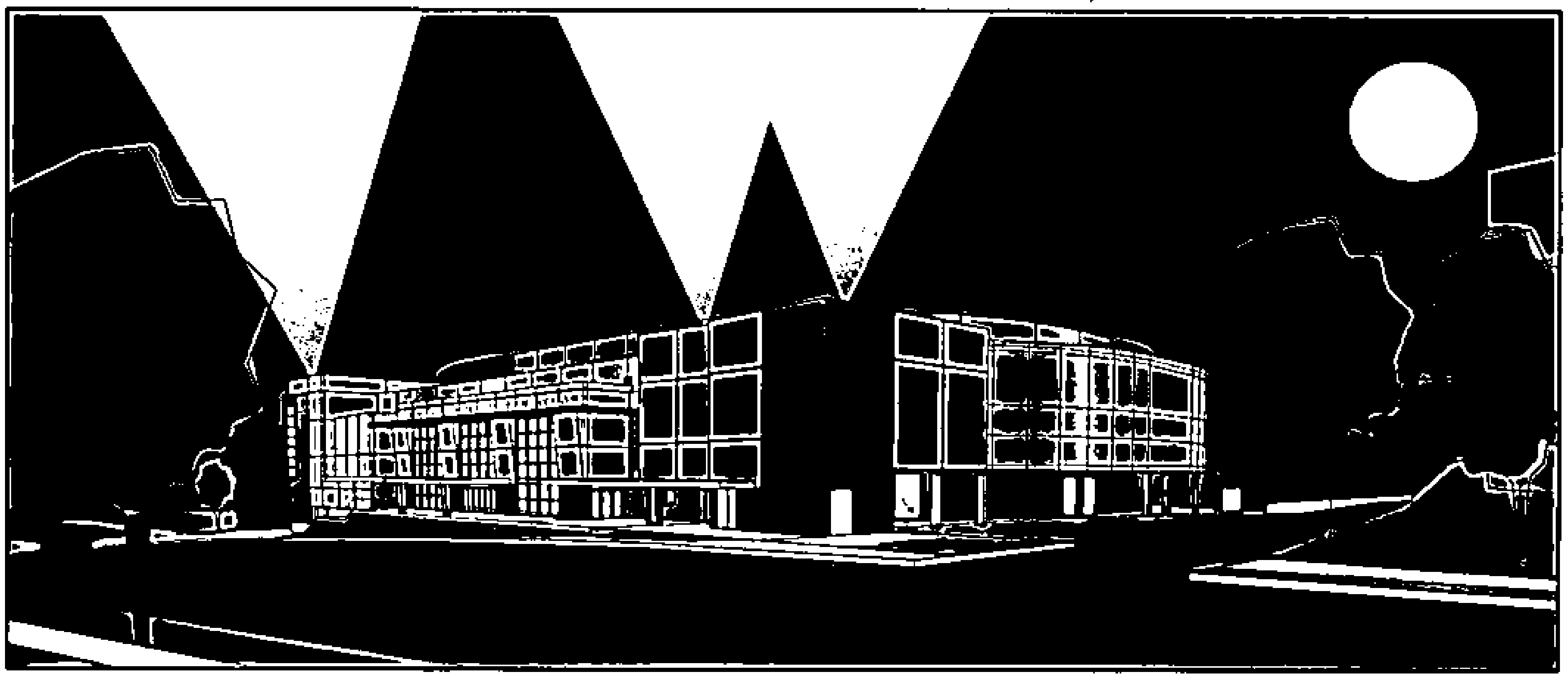


The City of Guelph selected Nustadia Developments to form a public private partnership to finance, develop, own and operate a multi-purpose spectator facility with a seating capacity of 5,000.

After an analysis of various downtown sites, Nustadia proposed to build the new facility within the present downtown mall to replace the closing Eaton's Store.

PBK Architects Inc., with the assistance of Cochrane Engineering Ltd., designed the multi-purpose facility to be fully integrated with the two levels of the mall. The second floor of the mall will flow into the concourse level of the arena and the existing food court will provide the concessions and food service on this level. The facility features approximately 30 private suites, approximately 500 club and club VIP seats, a club lounge and a restaurant. Both the lounge and restaurant offer unobstructed views of the ice surface.

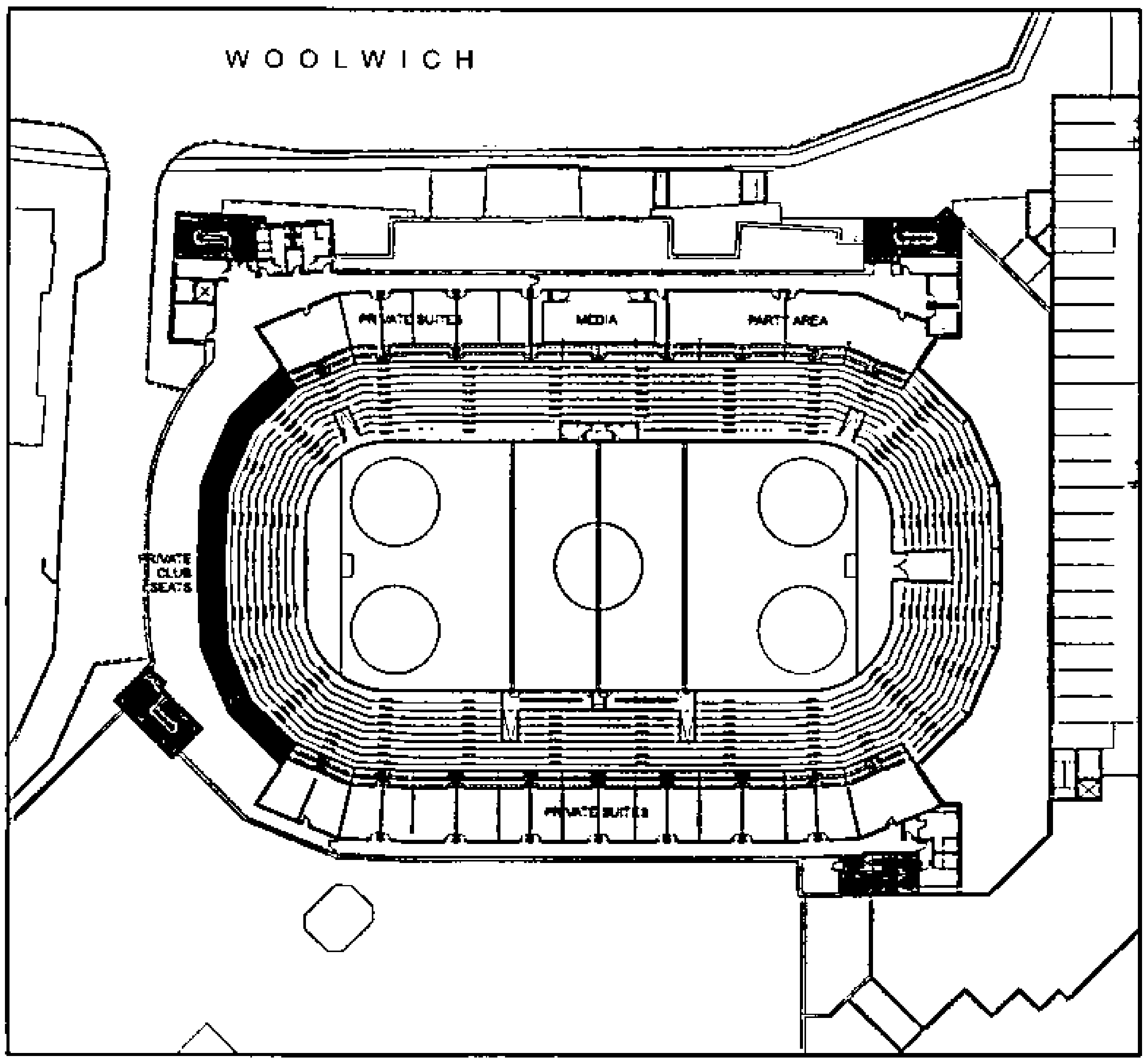
Nustadia has negotiated a twenty-year agreement to keep the Ontario Hockey League's Guelph Storm as the main tenant in the new facility.



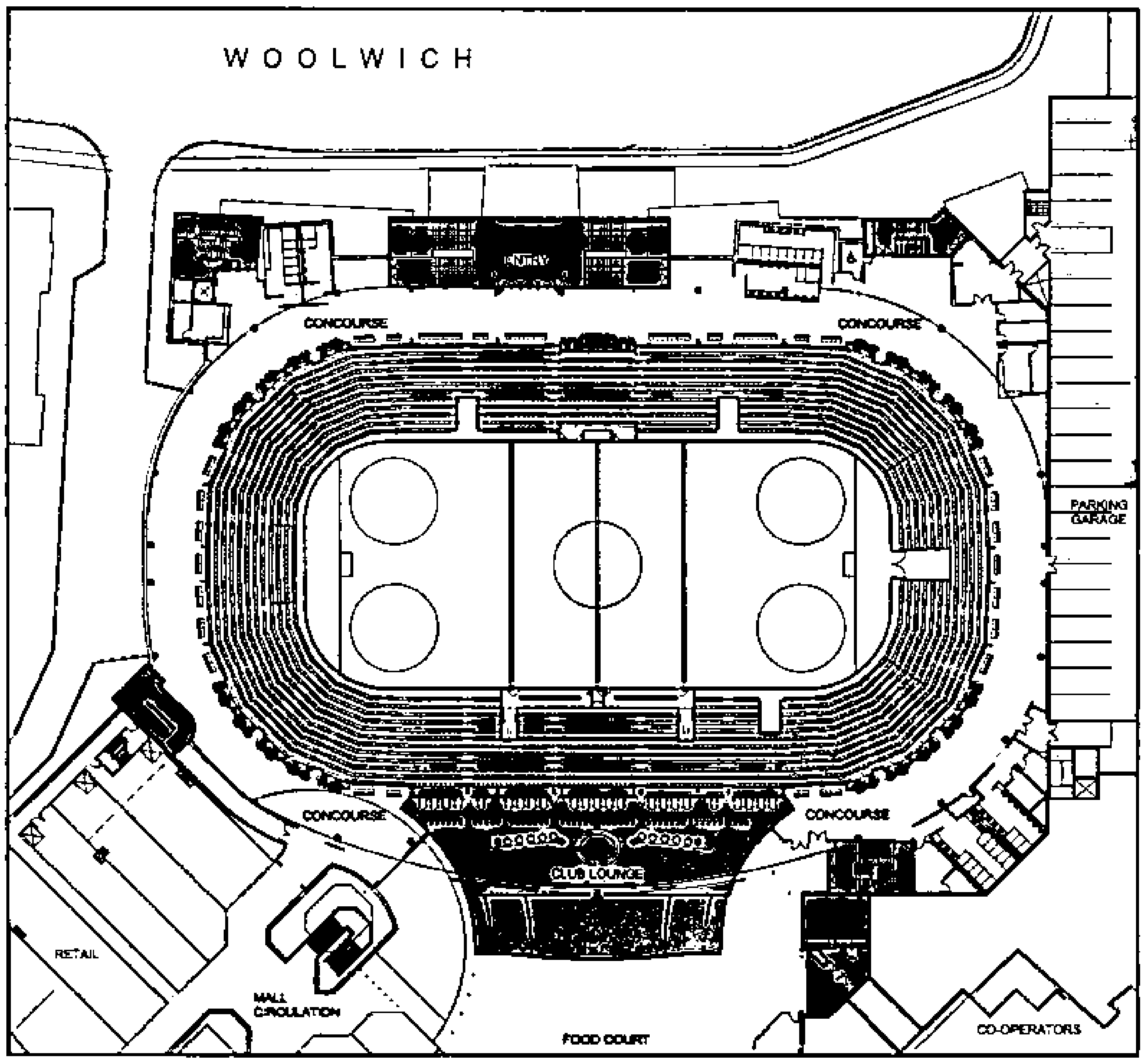
COCHRANE GROUP

GUELPH SPORTS AND ENTERTAINMENT CENTRE

Guelph, Ontario



PRIVATE SUITE LEVEL



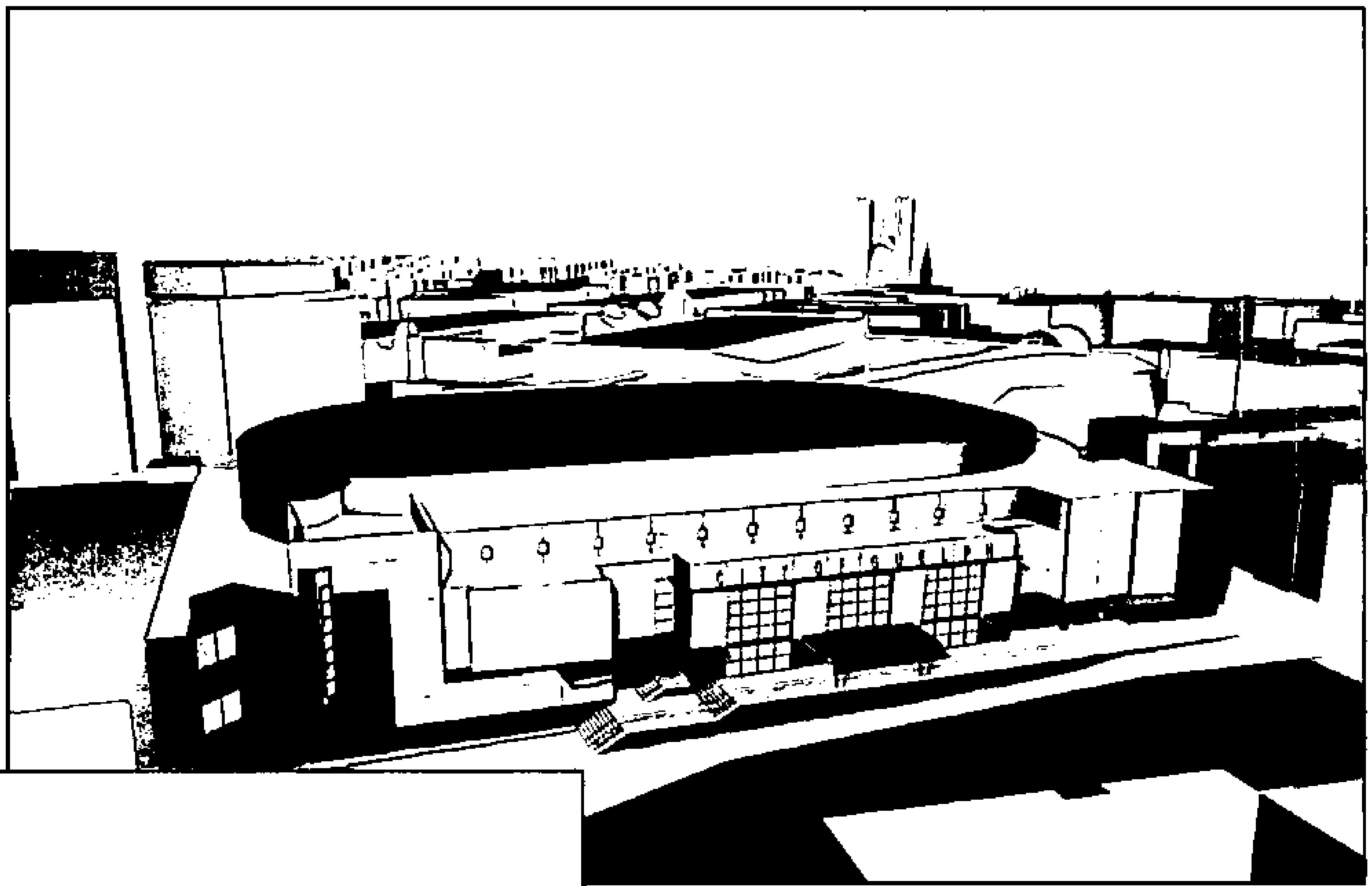
MAIN CONCOURSE LEVEL

NUSTADIA DEVELOPMENTS INC

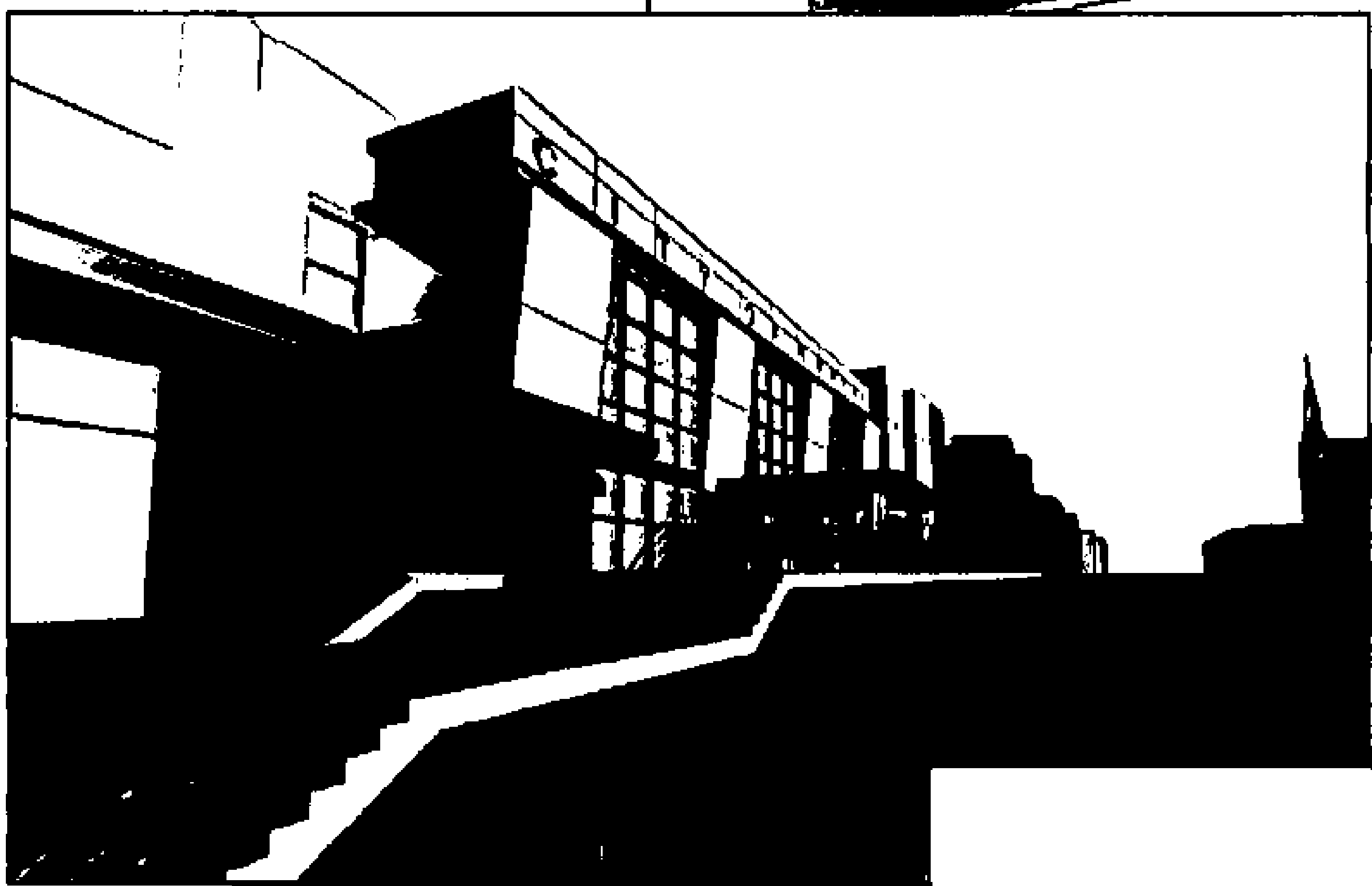
COCHRANE GROUP

GUELPH SPORTS AND ENTERTAINMENT CENTRE

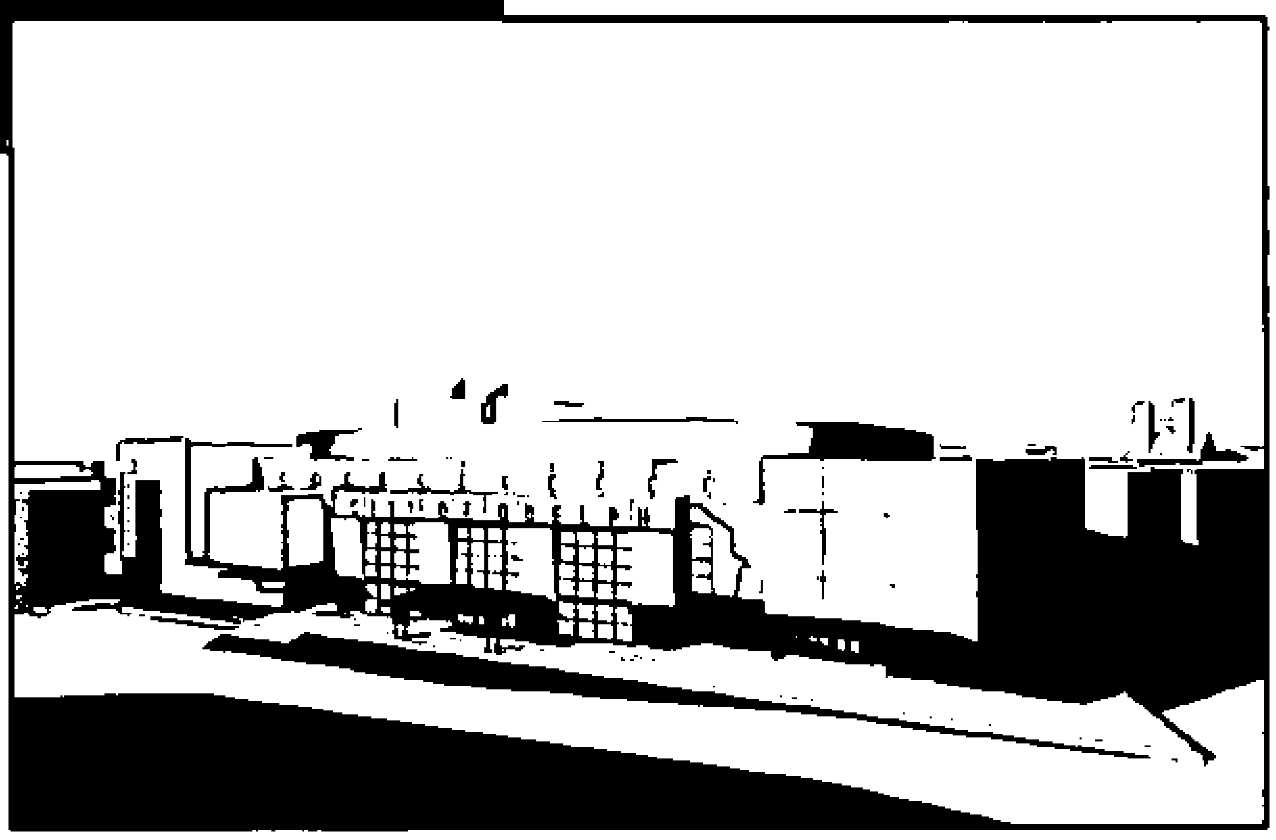
Guelph, Ontario



Woolwich Street Facade



Woolwich Street Entrance Looking West



View From North West

NUSTADIA DEVELOPMENTS INC

COCHRANE GROUP

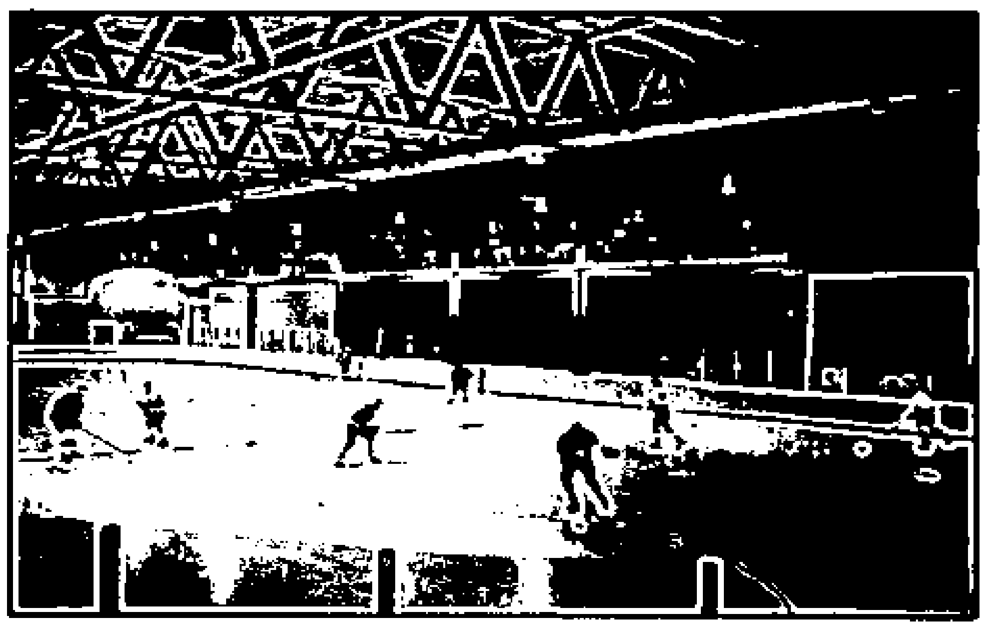
SARNIA SPORTS AND ENTERTAINMENT CENTRE

Sarnia, Ontario

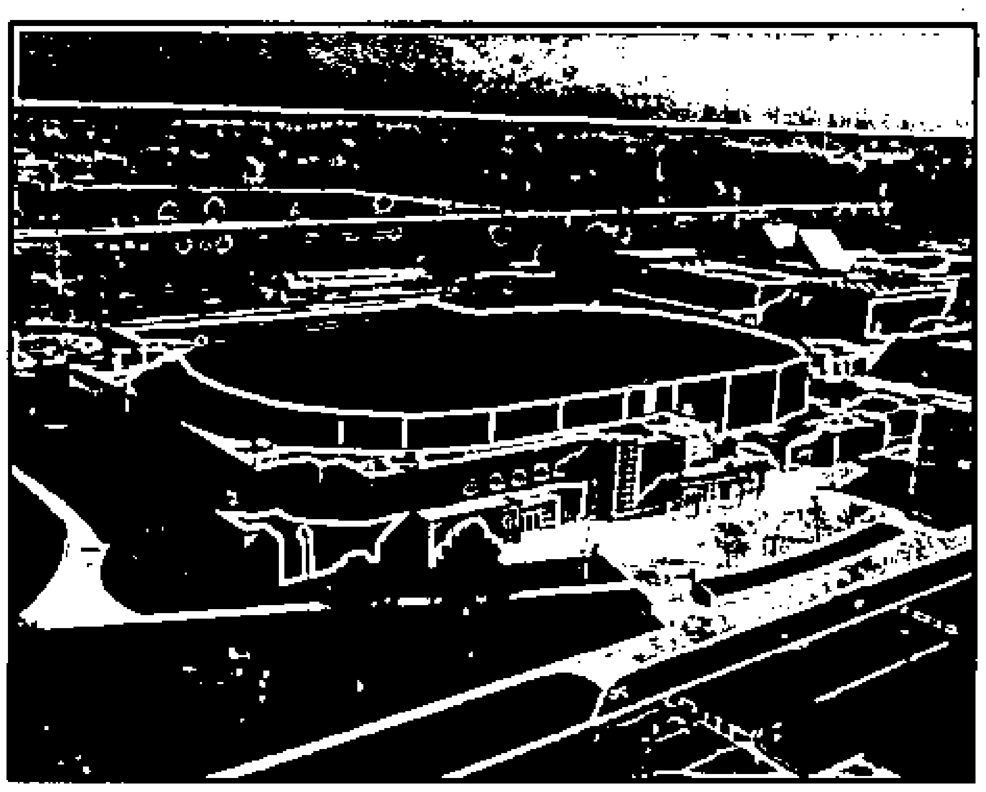
Client:
City of Sarnia

Services:
Project Development
Project Management
Design/Build

Nustadia and its team of PBK Architects Inc. and Cochrane Engineering Ltd., were selected to develop this $15 million spectator twin pad, multi-purpose facility in Sarnia, Ontario.



The new facility includes two NHL size ice rinks, including one multi-purpose spectator arena and a recreational ice pad. The spectator facility features a capacity of 4,500, including 36 private suites and 800 club seats. A club lounge and a restaurant both overlook the ice surface. The facility also features removable boards, as well as seating and provisions for concerts, trade shows, and a wide variety of large public assembly events.

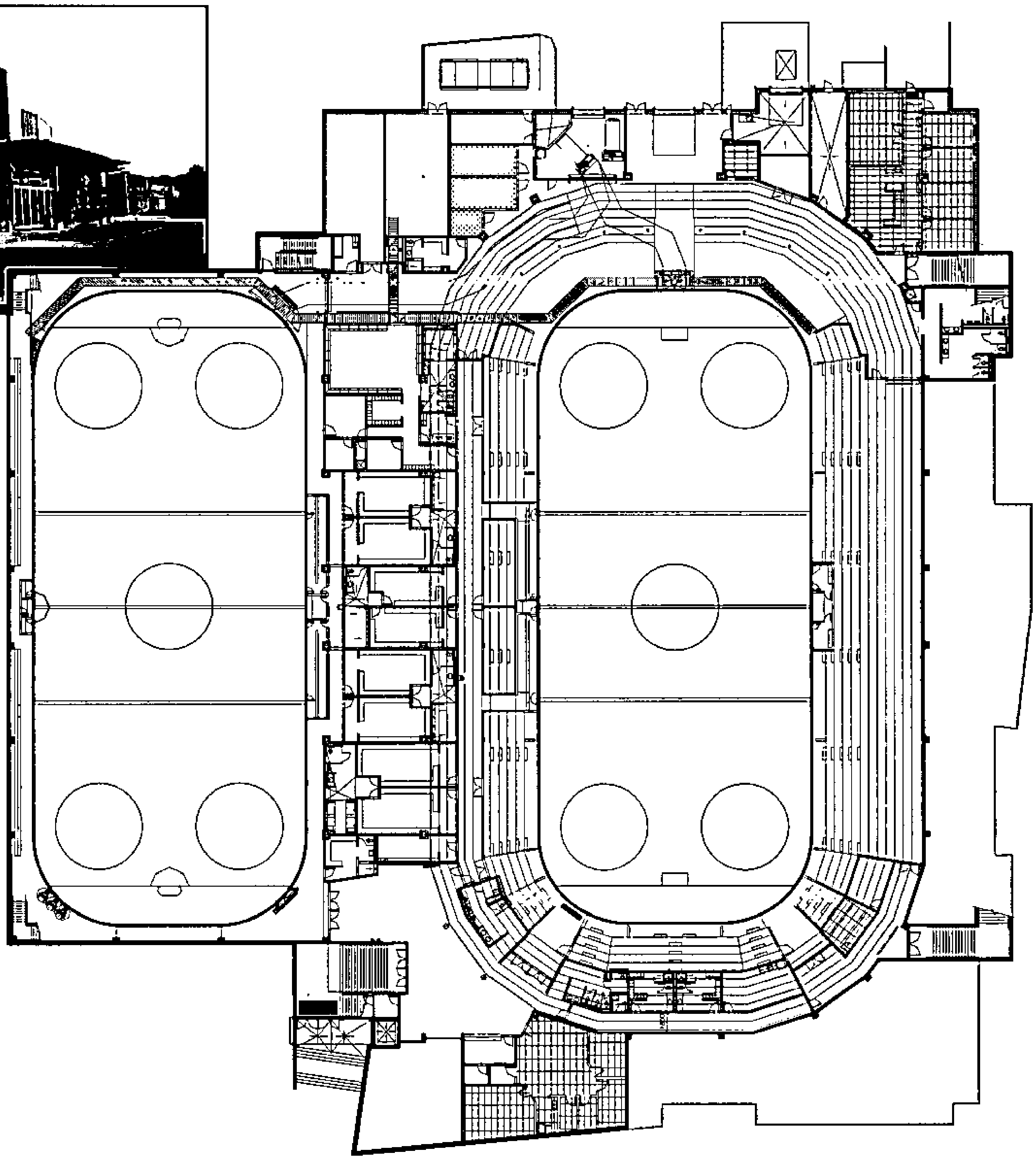


The building, new home to the OHL's Sarnia Sting, was completed on time and on budget in the autumn of 1998.

COCHRANE GROUP

SARNIA SPORTS AND ENTERTAINMENT CENTRE

Sarnia, Ontario

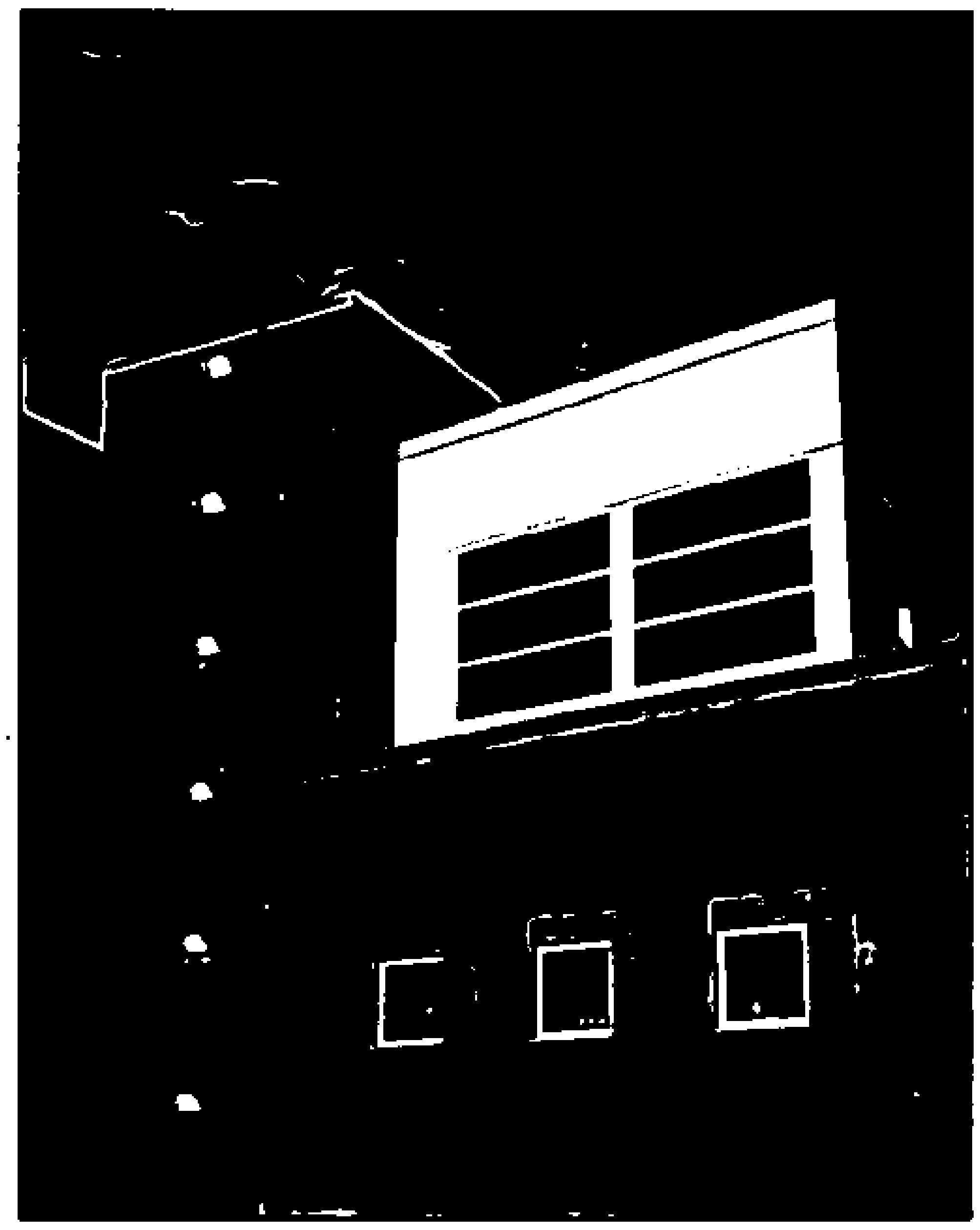


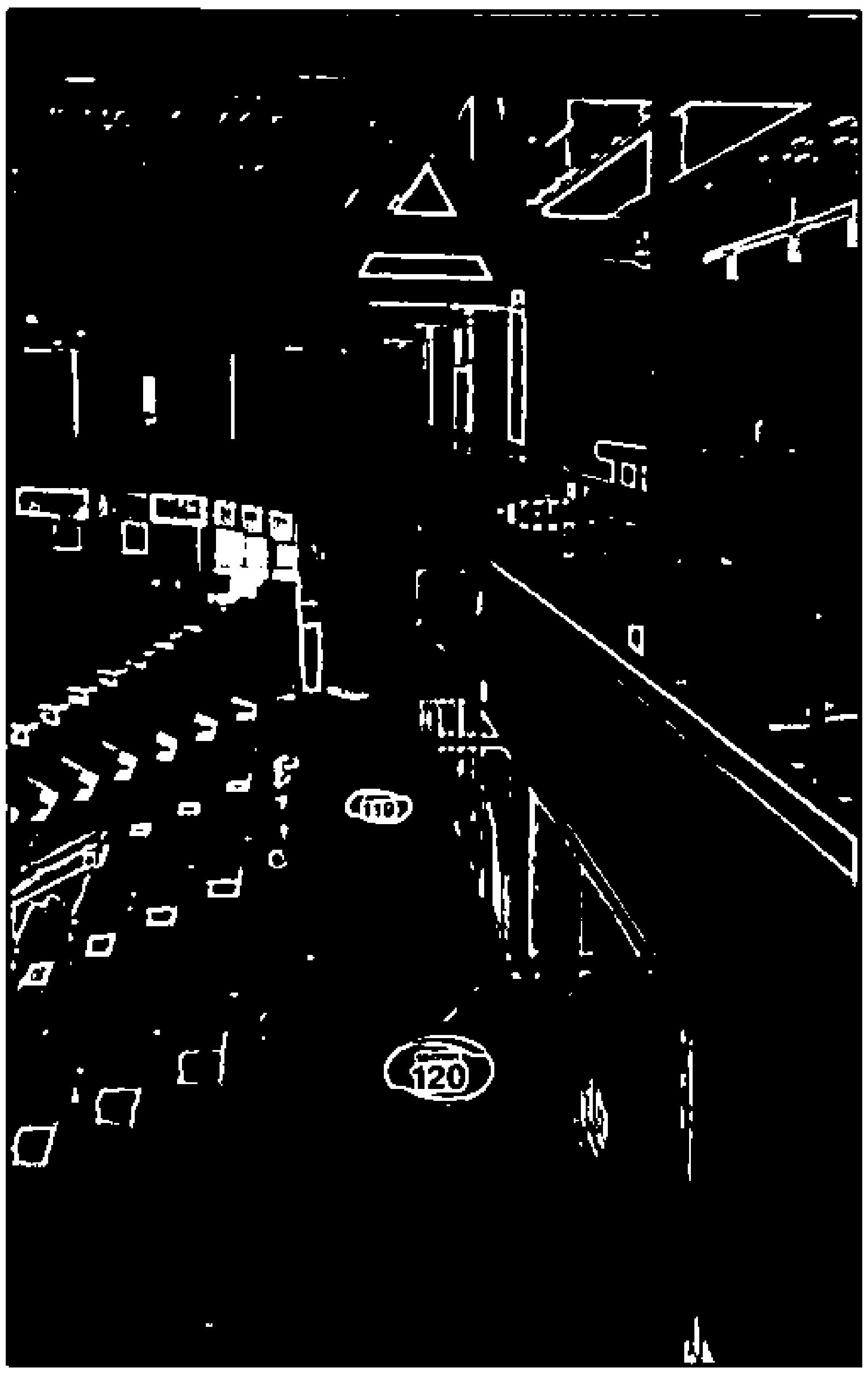
N U S T A D I A   D E V E L O P M E N T S   I N C

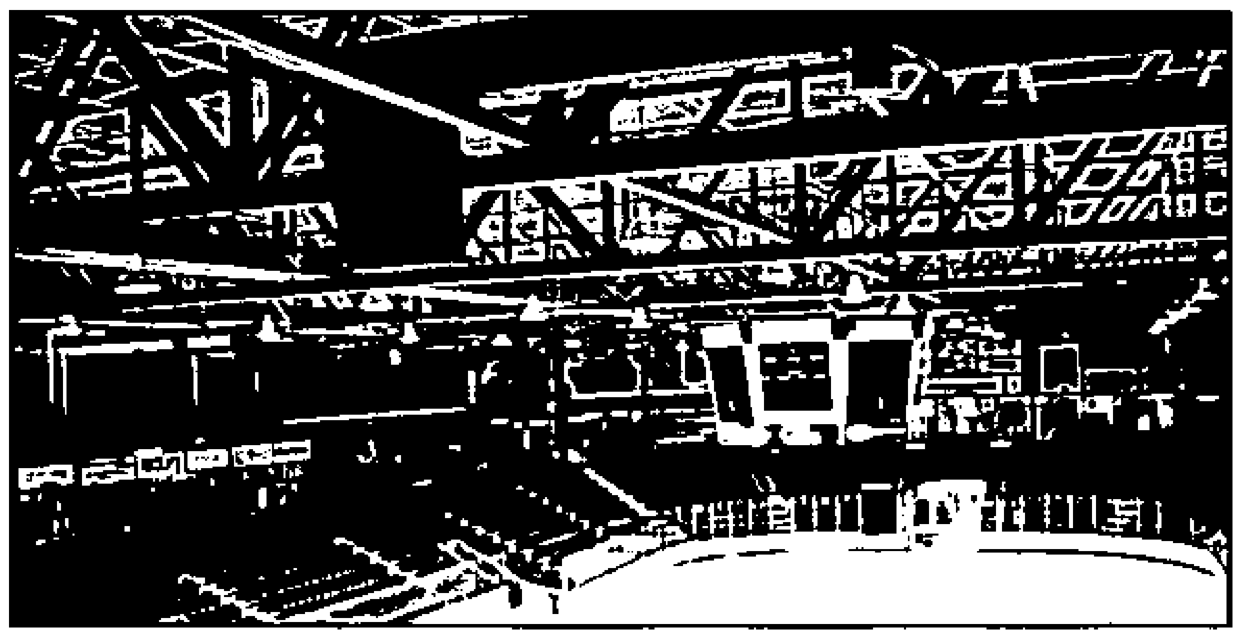
COCHRANE GROUP

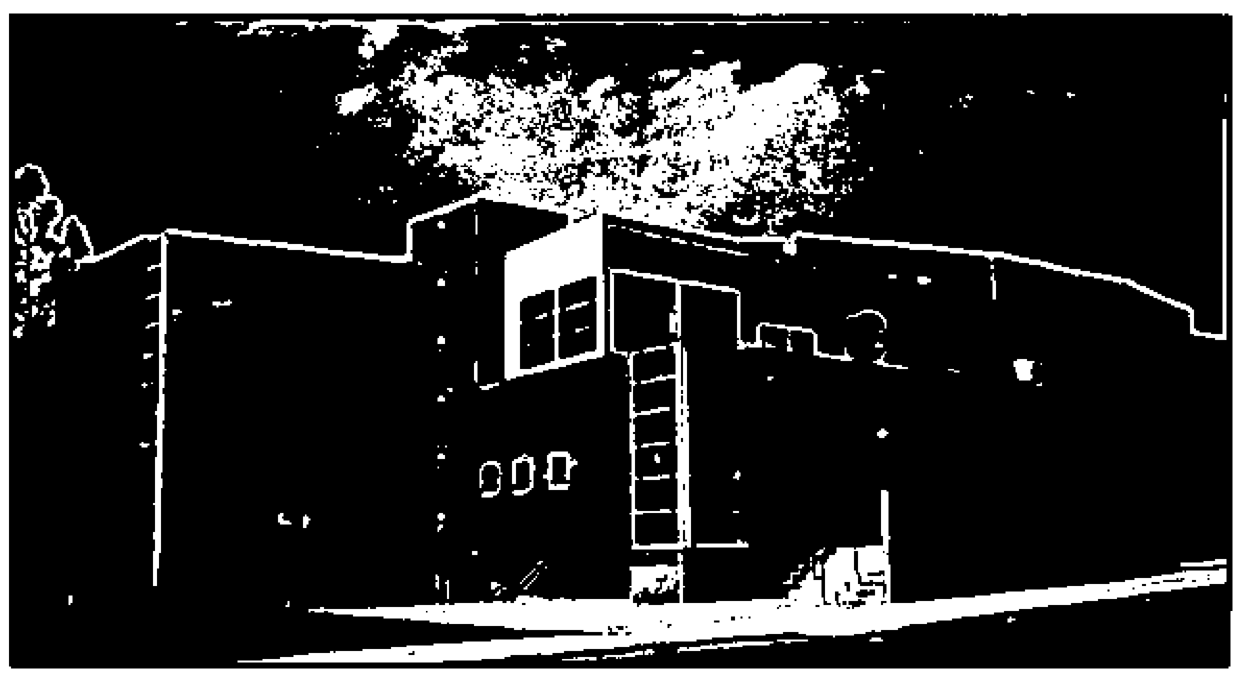
SARNIA SPORTS AND ENTERTAINMENT CENTRE

Sarnia, Ontario







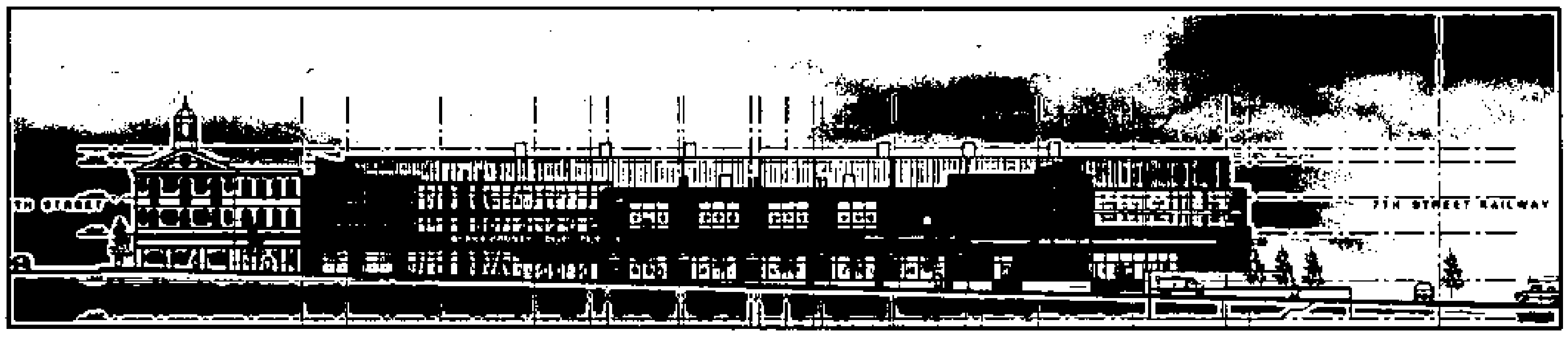


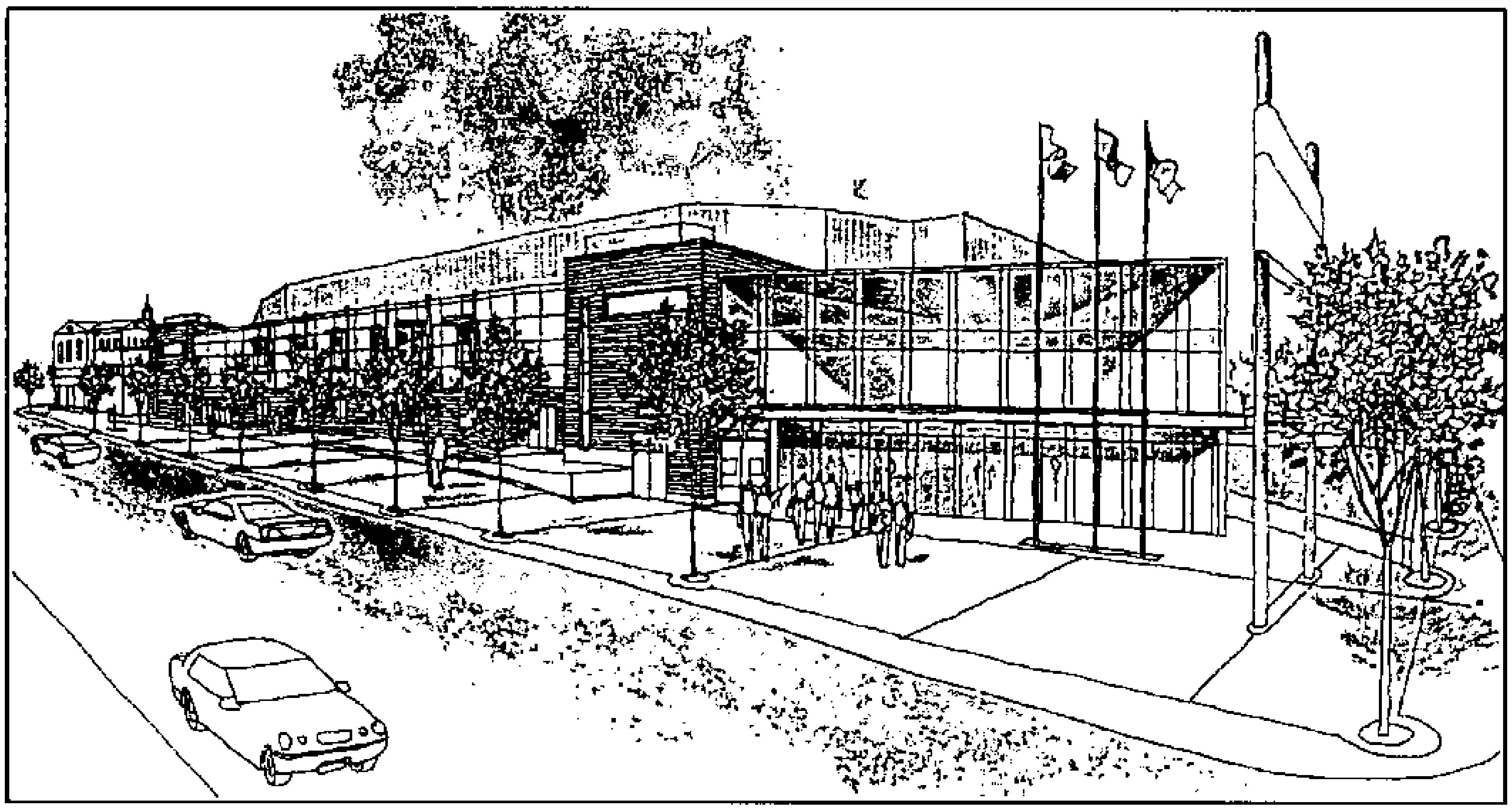
NUSTADIA DEVELOPMENTS INC

COCHRANE GROUP

READING CIVIC CENTER

Reading, Pennsylvania





Client:
City of Reading

Services:
Feasibility Study
Business Planning
Conceptual Design

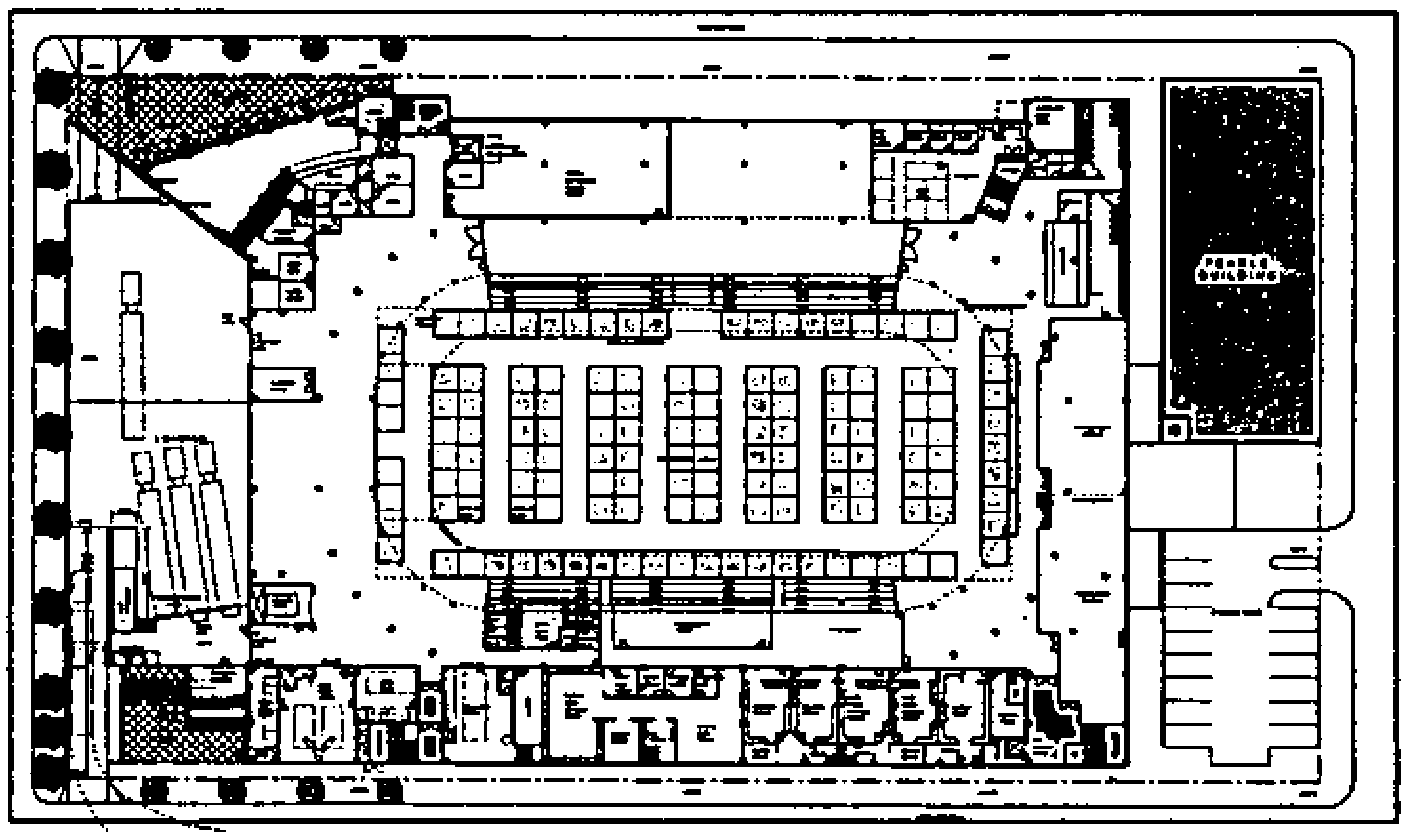
Nustadia Developments and PBK Architects Inc. were retained to develop a design concept and business plan for a new 7,000 seat multi-purpose spectator facility. The centre is designed to accommodate basketball, concerts, and trade shows as well as hockey. The facility features 27 private boxes and 600 club seats.

The project is designed to fit into a spectacular downtown site, and commercial streetfront space has been incorporated into the design to respect the commercial character of the area and maintain animation at the pedestrian level.

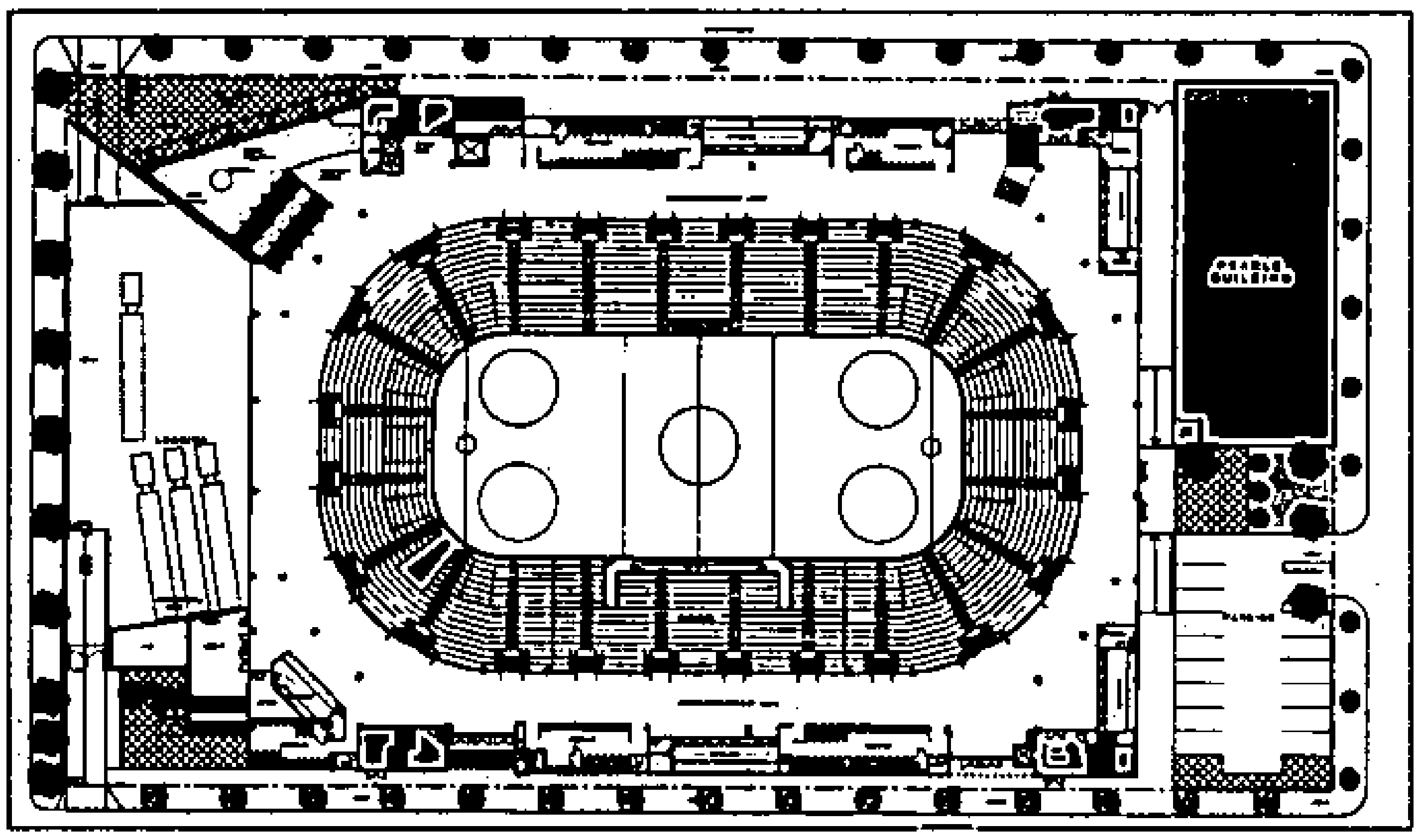
COCHRANE GROUP

READING CIVIC CENTER

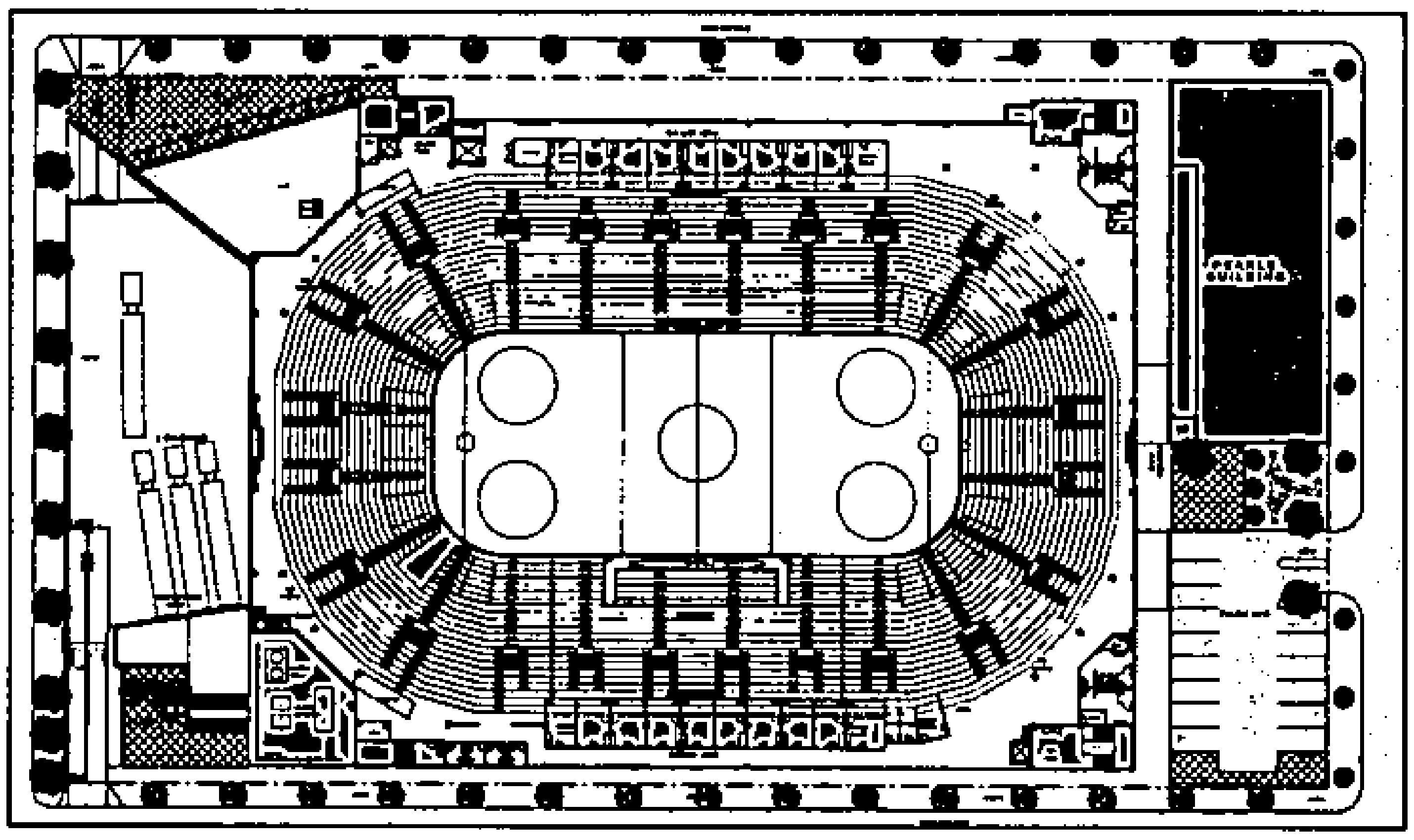
Reading, Pennsylvania



Event Level



Concourse Level



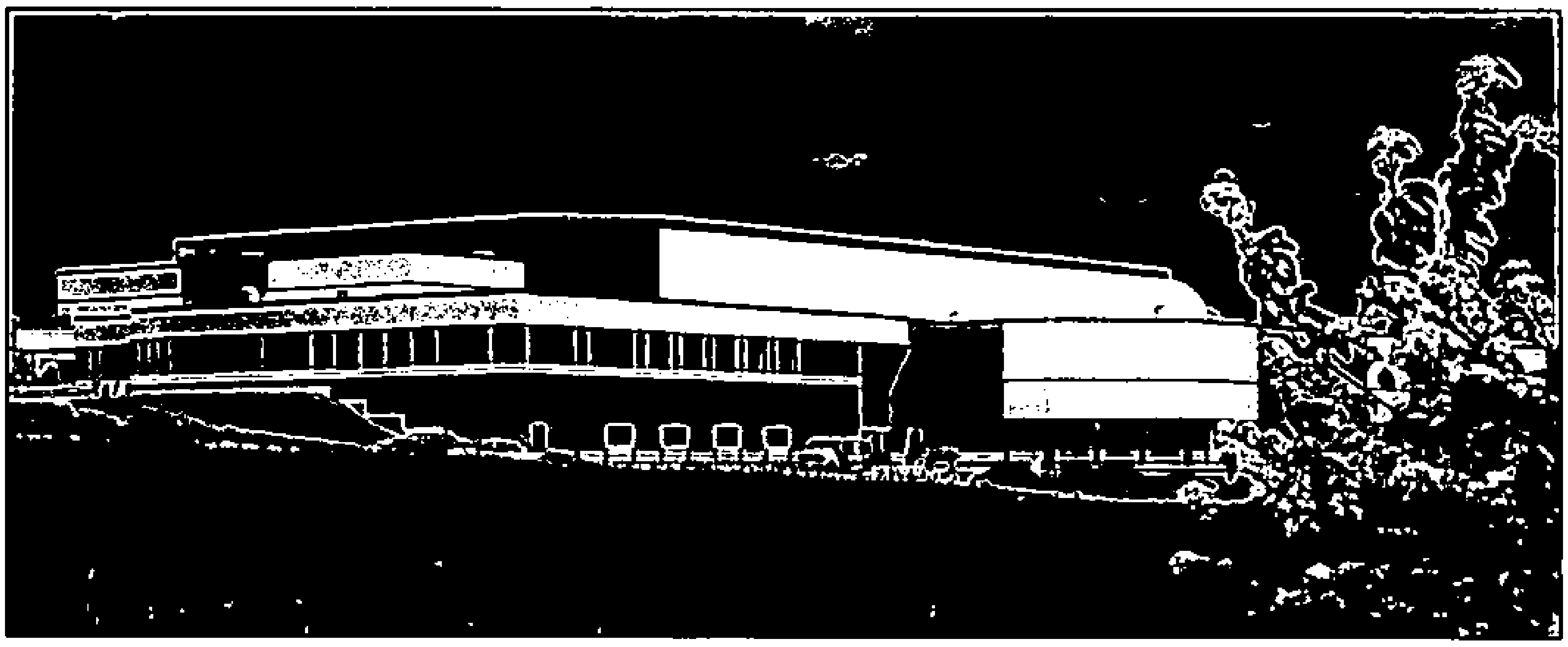
Suites Level

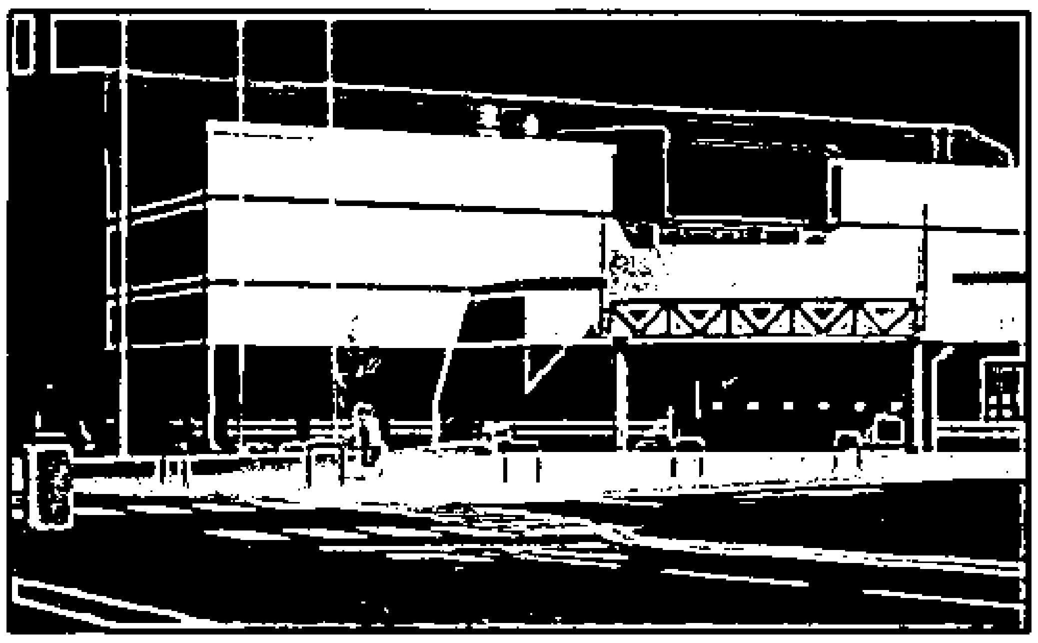
N U S T A D I A   D E V E L O P M E N T S   I N C

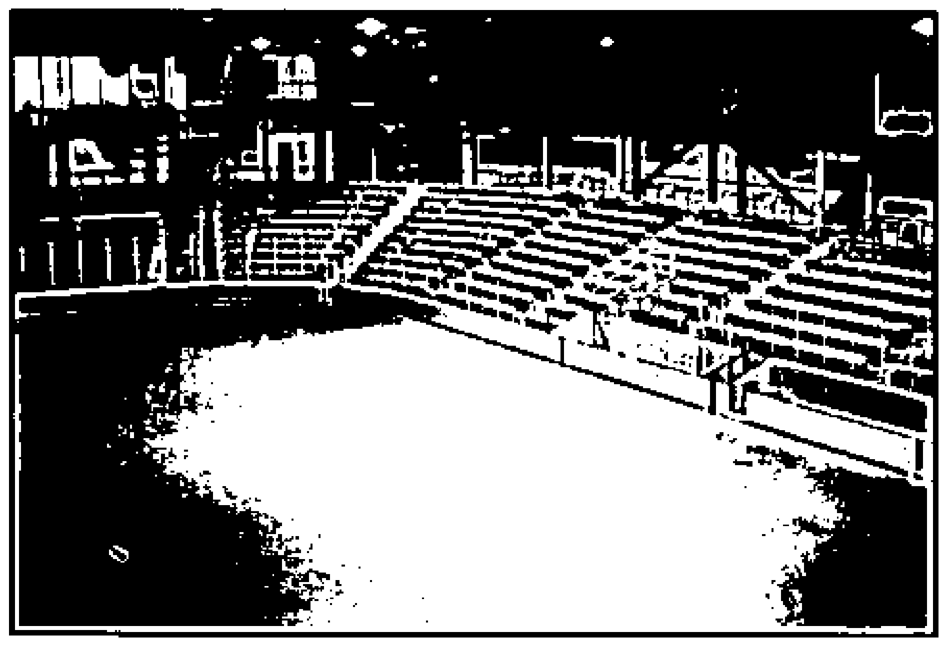
COCHRANE
GROUP

K.C.IRVING REGIONAL CENTRE

Bathurst, New Brunswick







Client:
City of Bathurst

Services:
Program Development
Conceptual Design
Architectural Design
Mechanical Engineering
Field Services

The City of Bathurst required a multi-purpose spectator facility and community centre to meet the recreational and community needs of the greater region.

PBK Architects Inc. was retained (in association with Jacques Boucher Architects Ltee.) to develop a conceptual design and to provide specialist design assistance to the local architect. In addition, PBK was also retained to provide full mechanical engineering services for the project.

The new Civic Centre includes two NHL size ice surfaces, one of which has spectator seating capacity for 3,000 people, with additional private box and lounge seating of 450 at a raised mezzanine level.

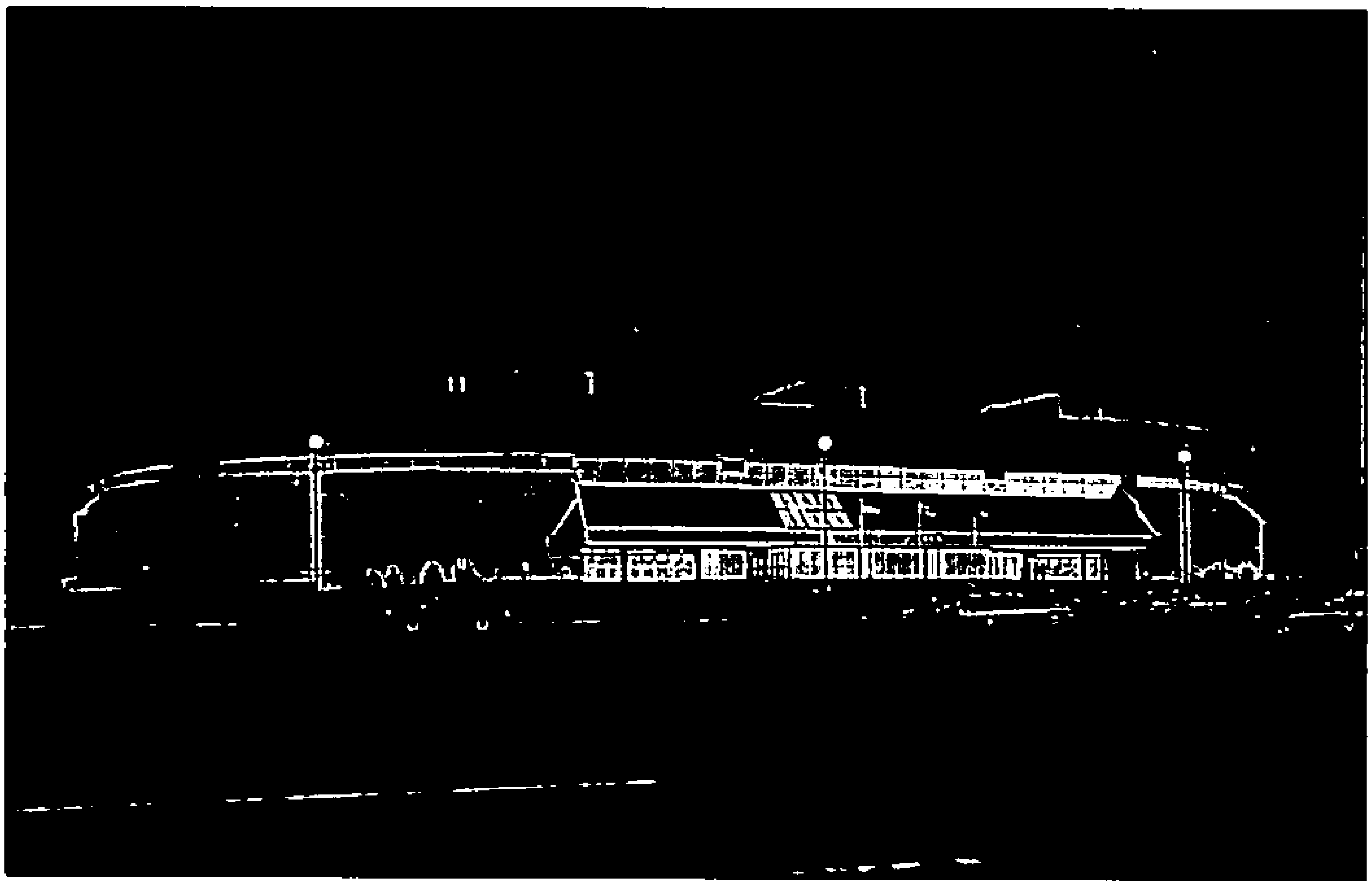
The rinks are configured to provide for trade show space using both surfaces, as well as a multitude of events in the spectator arena.

The community centre includes a community hall (complete with a commercial kitchen) with a capacity of 800, a fitness centre, a senior centre and a teleconferencing and technology teaching facility.

SASKATCHEWAN PLACE

Saskatoon, Saskatchewan

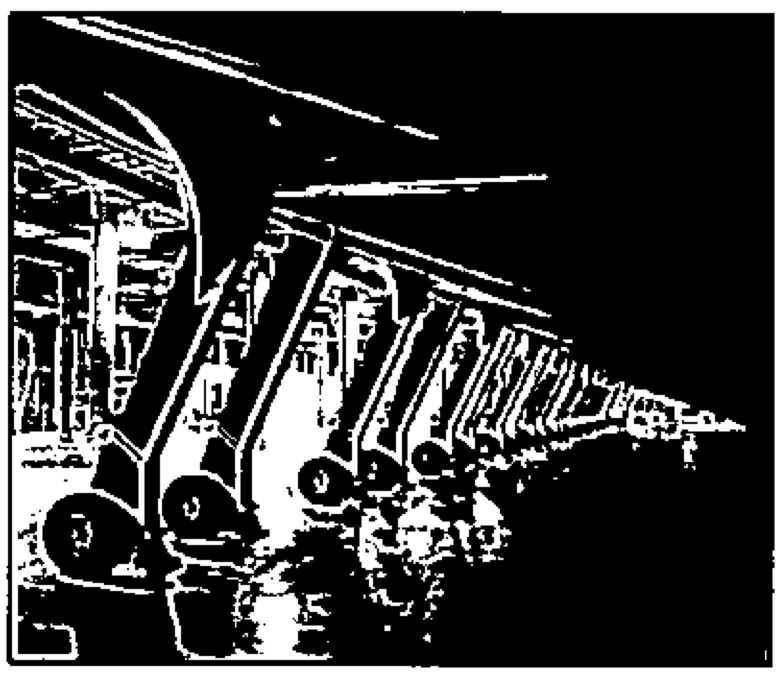
COCHRANE GROUP



Client:
City of Saskatoon

Services:
(in association with Folstad & Friggstad)
Programming
Feasibility and Concept
Design Development
Construction Services

This multi-purpose facility was designed with an initial 8,000 seats with the ability to expand to 16,000 seats. This expansion has now been completed. PBK Architects Inc .introduced two new concepts: portable postless rink boards, and a removable seating system which when stored does not require any floor space. The building can provide 10,000 square metres of exhibition space on the main floor.



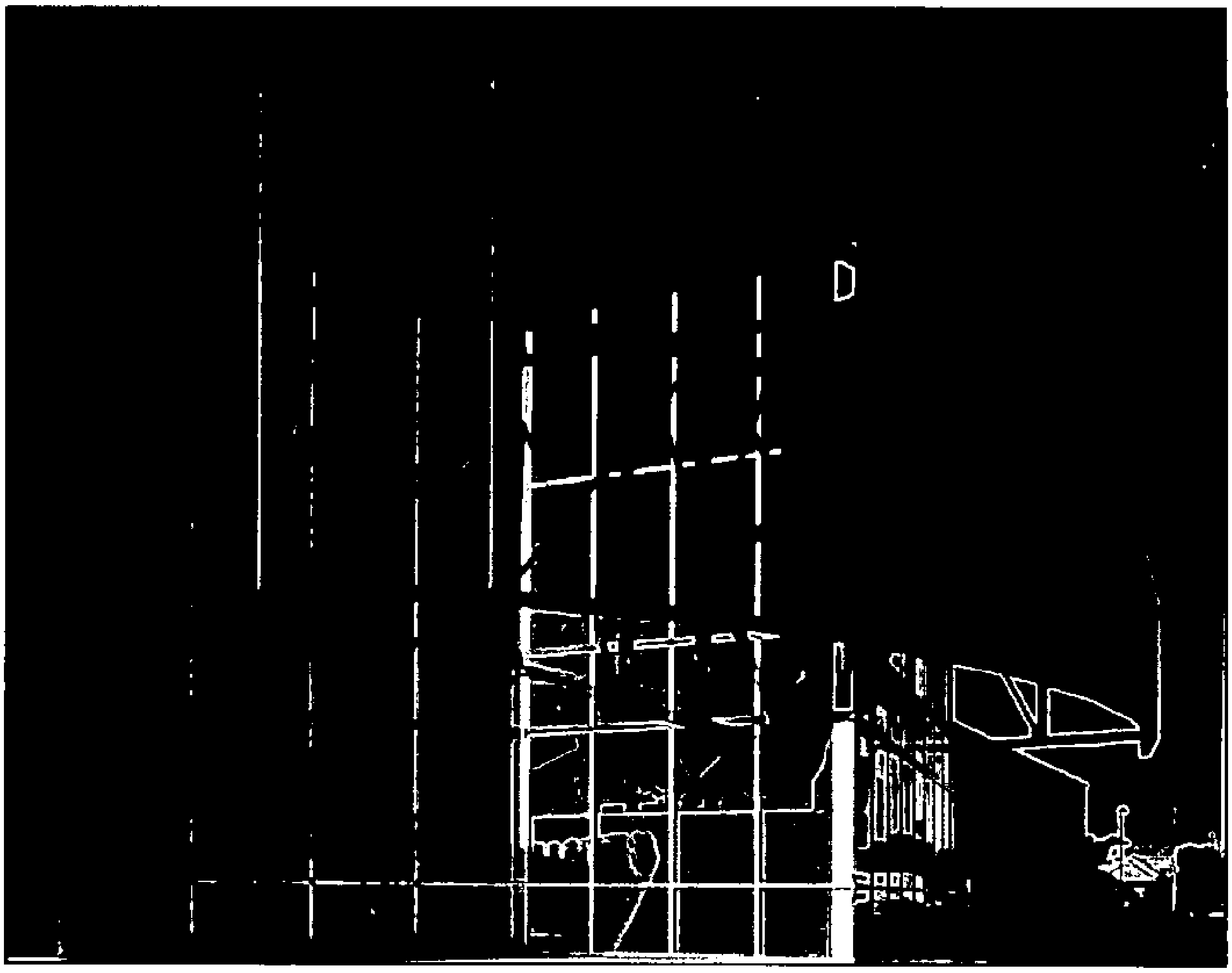
The arena level is accessible via shallow pedestrian ramps at all four corners of the building allowing for direct access to exhibits predominantly at the arena level.

The building has the full complement of dressing rooms, staff facilities, shops, storage and service rooms required to support virtually every conceivable event.

ICE SPORTS CENTER OF WICHITA

Wichita, Kansas

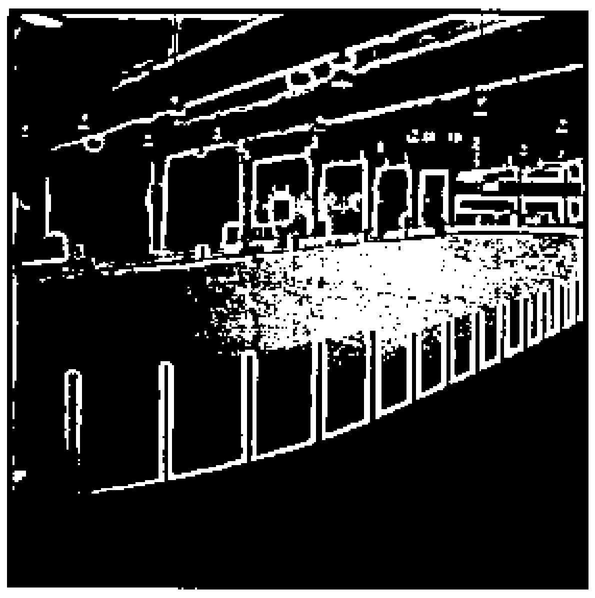
COCHRANE
GROUP



Client:
P.C. Developments Inc.

Services:
Project Management
Architectural Design
Engineering Review

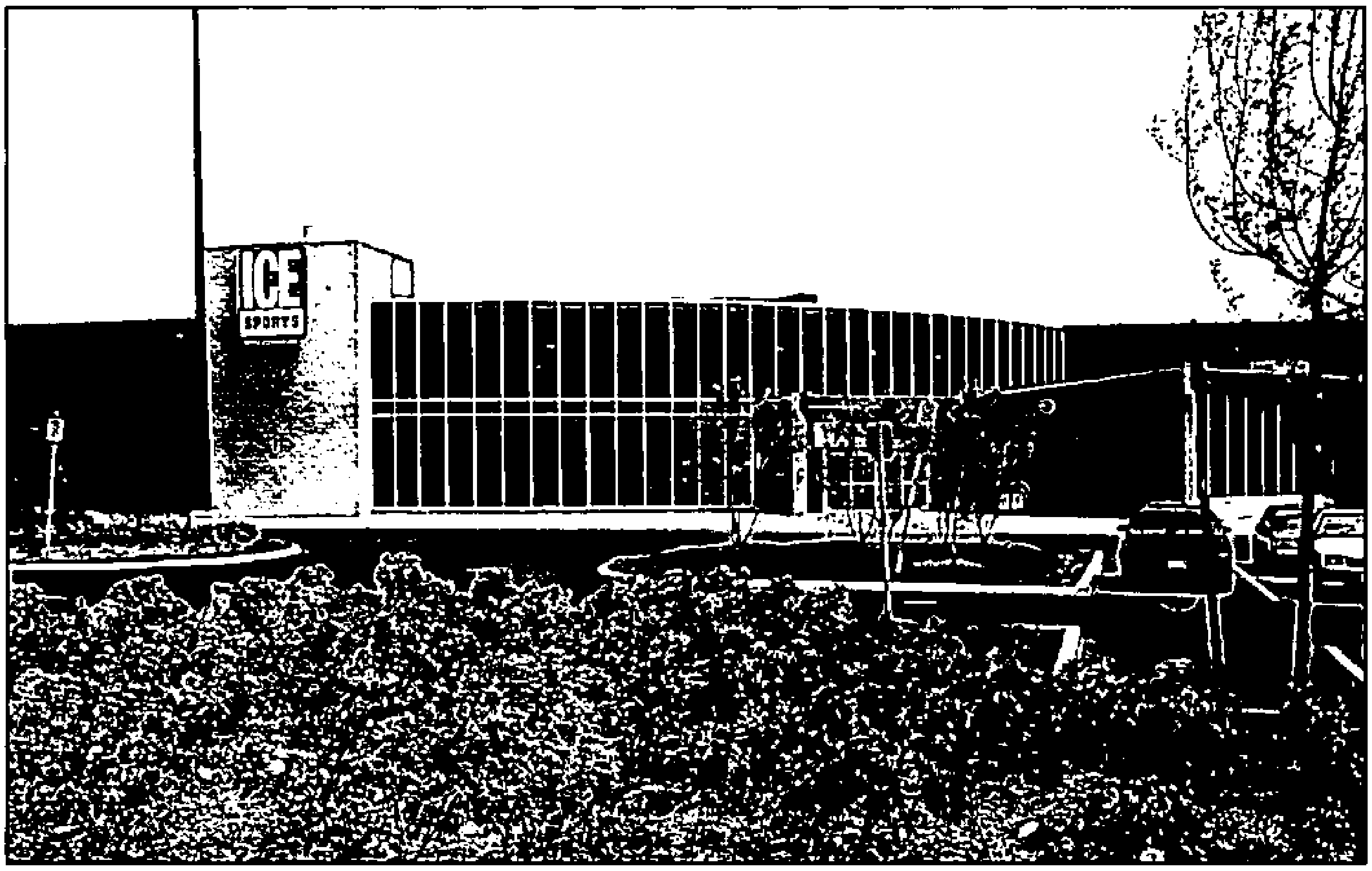
This twin pad ice facility is situated close to the Arkansas River in the sports entertainment precinct of the city. The centre has an Olympic ice sheet with seating for 700, as well as an NHL ice sheet with seating for 300. Planning of the new facility took into account future needs; the building has been designed and located on the site, so that it can accommodate one or two additional ice rinks in the future. The design includes a large skaters lobby for public skating programs, a restaurant / lounge on the second floor, a large pro shop, party rooms, eight dressing rooms, and an oversized dressing room and administration office for the Wichita Thunder. A double entry system into the building allows for spectator and non-spectator events to run simultaneously with complete crowd control.



COCHRANE GROUP

OAKVILLE ICE SPORTS CENTRE

Oakville, Ontario



Client:
O&O Development Corporation

Services:
Site Identification
Sourcing Project Partner
Development Management
Architectural Design
Performance Specifications for Electrical, Mechanical and Plumbing Design

O&O Development Corporation retained the services of Nustadia Developments and its team of PBK Architects Inc. and Cochrane Engineering Ltd., to design a new ice hockey and recreation centre in Oakville, Ontario.

The building consists of four NHL size rinks linked by a two-storey spine, providing dressing rooms and showers on the main floor, and offices, restaurant, and lounge facilities on the second floor overlooking the ice surfaces. The front lobby provides access to the building, as well as to a sports shop and a physical fitness area.

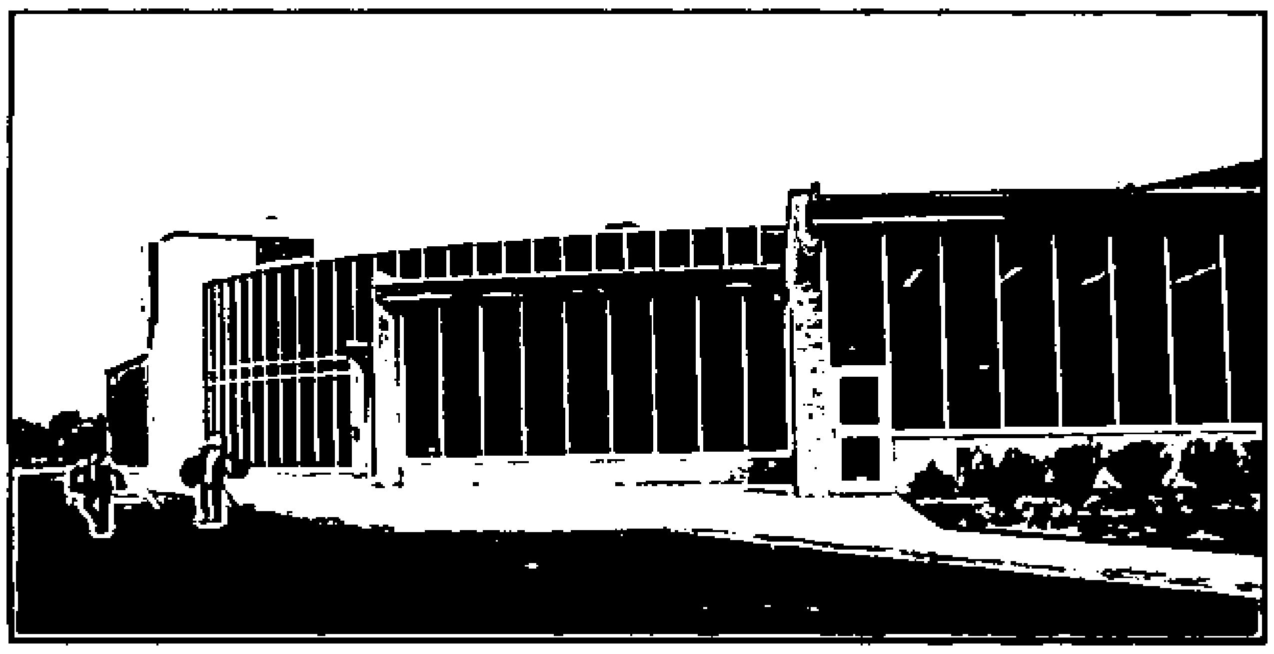
Spectator seating is provided in one rink with additional mezzanine seating in the corners of the rinks with access to the lounge/restaurant area.

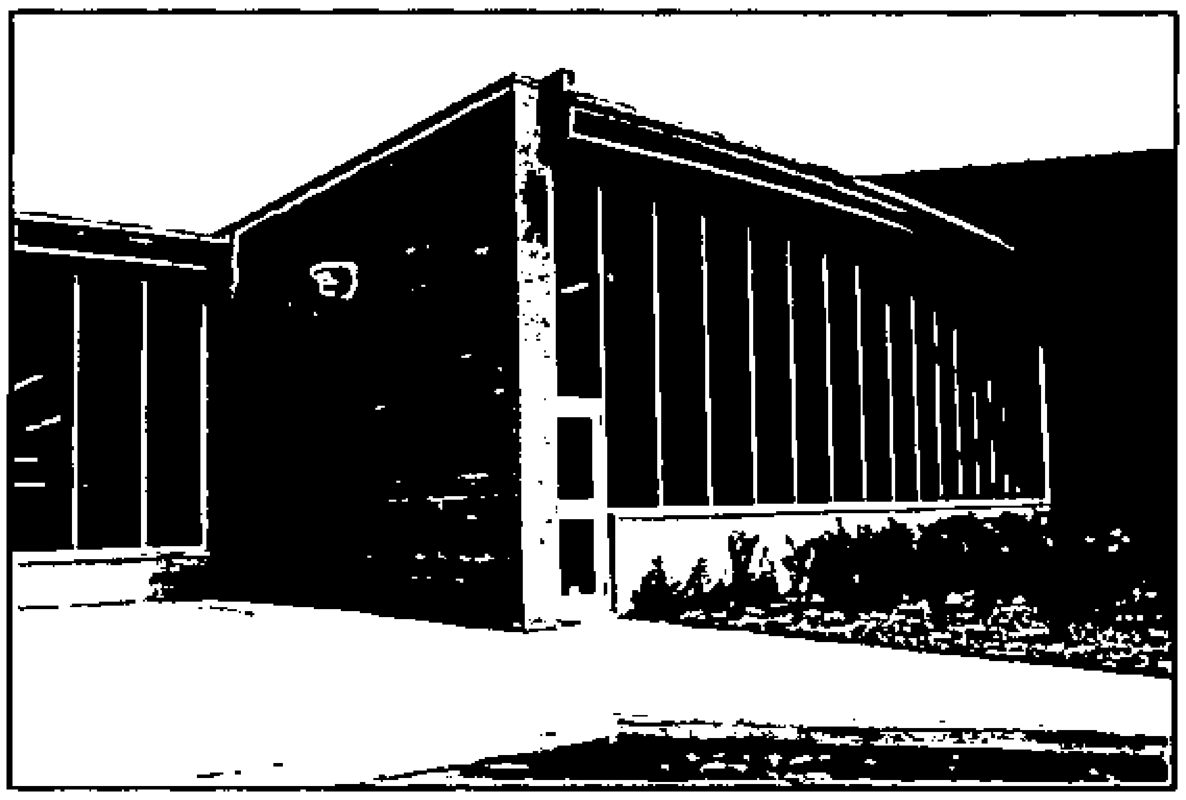
The Oakville Ice Sports Centre was completed in October 1997.

COCHRANE
GROUP

OAKVILLE ICE SPORTS CENTRE

Oakville, Ontario

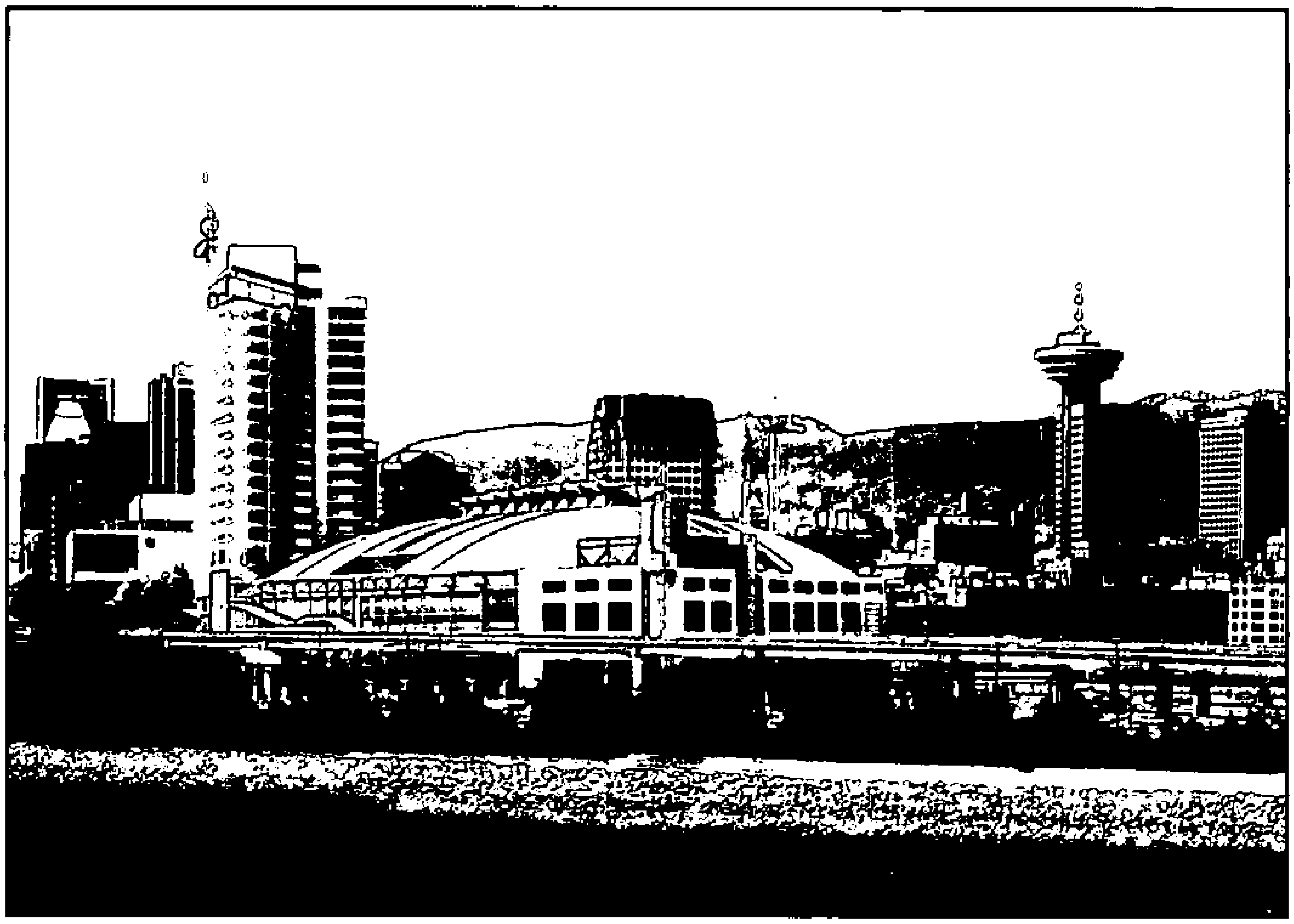




N U S T A D I A   D E V E L O P M E N T S   I N C

GENERAL MOTORS PLACE

Vancouver, B.C.



Client:
Northwest Arena Corporation

Services:
Owner's Representative
Design Review
Site Coordination

GM Place, home to the Vancouver Canucks NHL Hockey Team, and the Vancouver Grizzlies NBA Basketball Team, is a 20,000 seat multipurpose facility.

Located between two elevated roadways in the False Creek area, the design links this multi-use sports and entertainment centre to the existing downtown. Entrances are located at both ground level and the elevated road level. Two 'event plazas' flank both sides of the building and are used for pre-game programmed events.

PBK Architects Inc. and Cochrane Engineering Ltd. were retained as the Owner's Consultant providing technical review and verification of the Quality Assurance Program for the design and construction of this design/build project. PBK was responsible for the technical review of the Architectural, Structural, Civil, Mechanical and Electrical designs during development of the scope documents, detail design documents, on-site construction and commissioning.

Completed in1995, this facility's unique design is the product of an in-depth urban design and master planning exercise which was achieved in record time.

COCHRANE
GROUP

ETOBICOKE ICE SPORTS CENTRE

Toronto, Ontario

Client:
Canlan Investment Corporation

Services:
Site Identification
Sourcing Project Partner
Development Management
Architectural Design
Structural Foundation and Bearing Walls
Performance Specifications for Electrical, Mechanical and Plumbing Design

Canlan Investment Corporation retained the services of Nustadia Developments and its team of PBK Architects Inc. and Cochrane Engineering Ltd. to select and develop potential ice hockey and skating centres in the Greater Toronto Area.

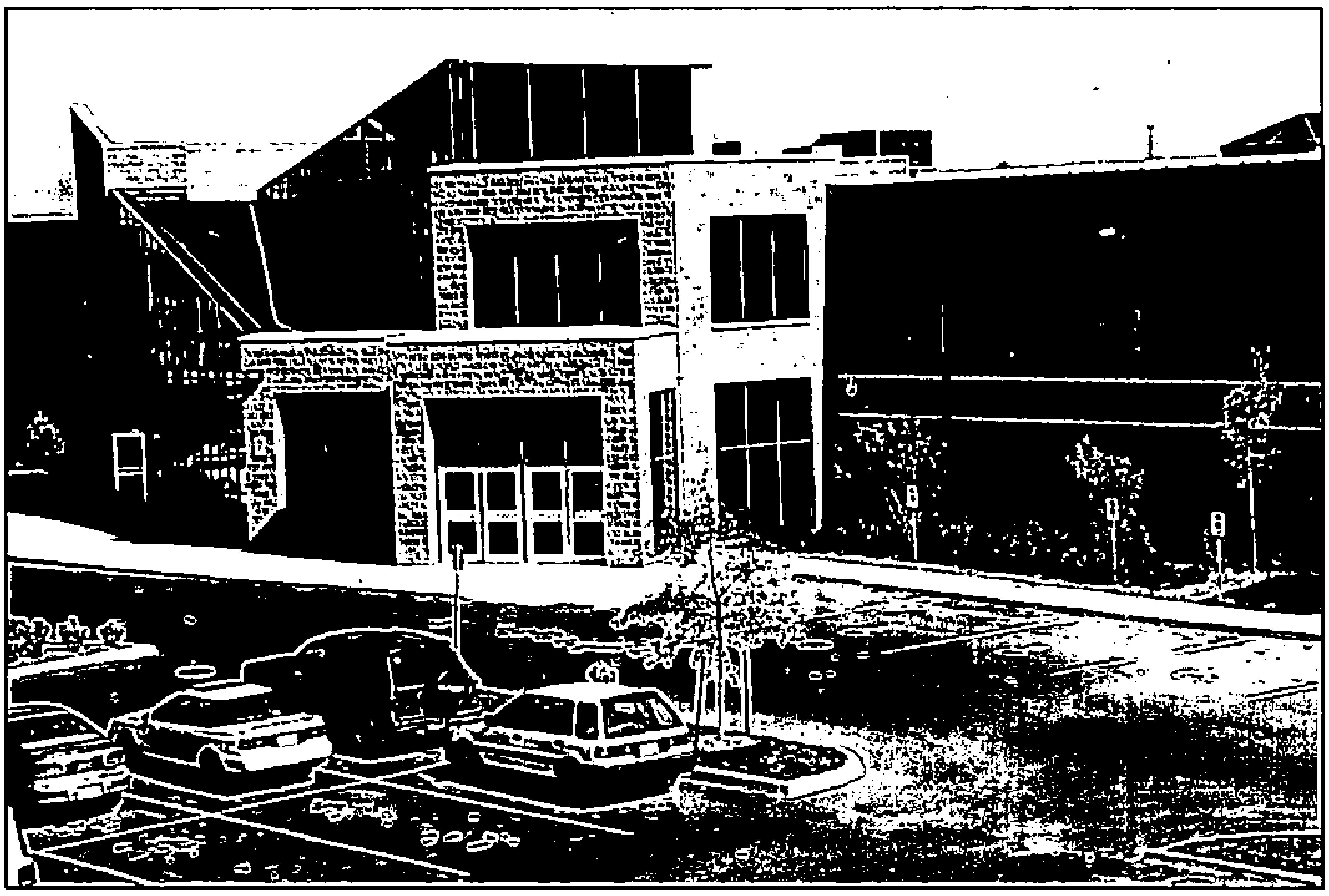
This building consists of four NHL rinks linked by a two-storey spine, providing dressing rooms and showers on the main floor, and offices, restaurant, and lounge facilities overlooking the ice rinks on the second floor.

The unique elliptical shaped two-storey glass lobby provides access to the building, as well as a 3,000 sq.ft. pro shop and a physical fitness area.

SCARBOROUGH ICE SPORTS CENTRE

Toronto, Ontario

COCHRANE GROUP



Client:
Canlan Investment Corporation

Services:
Site Selection
Municipal Rezoning
Development Management
Conceptual Design
Detail Design

Nustadia Developments and PBK Architects Inc. were retained to prepare a two phase development of an ice rink complex in Scarborough. The first phase included four NHL size rinks, eight dressing rooms, a retail pro shop, and fitness centre. On a second level above the dressing rooms is a large lounge and kitchen facility as well as the administrative offices for the facility. The lounge area overlooks the ice rinks.

The building was designed with a two storey atrium lobby to redefine the architectural character of Canlan's multi-rink facilities. This treatment will be characteristic of all of the future Canadian projects.

Planned future developments include an additional four rinks, lounge space, and eight dressing rooms.

BURNABY ICE SPORTS CENTRE

Burnaby, B. C.

COCHRANE GROUP

Client:
Canlan Investment Corporation

Services:
Municipal Rezoning
Programming
Concept Design
Detailed Design
Construction Services

Nustadia and PBK Architects Inc. were retained to develop a four rink addition to an existing four rink facility, making it the largest ice facility in the world.

The design features a new two-storey atrium lobby, an upper level restaurant and lounge, each accommodating up to 500 patrons, a small retail outlet, and four sets of dressing rooms for each of the ice sheets. One of the new sheets, complete with dressing room, fitness centre, coaches office, and a player lounge, will serve as the training facility for the Vancouver Canucks. Burnaby Ice Sports Centre is also the home of the B.C. Chapter of the Canadian Figure Skating Association.

Northwest Arkansas
Multipurpose Recreation Center

QUESTEC
CORPORATION

QUESTEC CORPORATION

February 7, 2000

Mr. John Maguire
Administrative Services Director
The City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

RE: Northwest Arkansas Multipurpose Recreation Center

Dear Mr. Maguire:

QuesTec Corporation is pleased to submit herewith twenty-four (24) copies of a proposal for the preparation of a Business Plan for the proposed Northwest Arkansas Multipurpose Recreation Center, to be located either at the airport in Fayetteville, or another desirable community location.

We believe Fayetteville to be an ideal location for this facility, which will have as its major tenant a team with the Western Professional Hockey League (WPHL). Other potential tenants and facility uses will be identified during the course of the development of this plan.

The facility will be a benefit not only to the airport but to the City of Fayetteville and all the surrounding communities in Northwest Arkansas.

We look forward to working with the City to provide a Comprehensive Business Plan leading to the development of this Multipurpose Recreation Center.

Yours Truly,

Joseph E. Greaves
Vice President

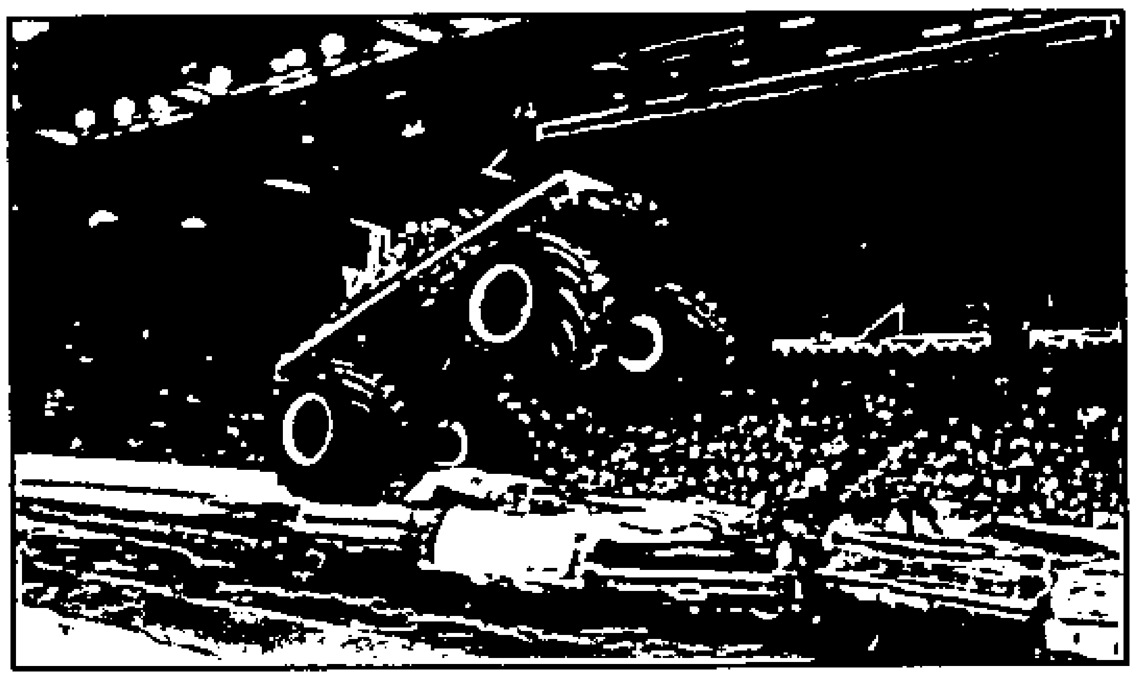
020700L.doc

1390 BOONE INDUSTRIAL DRIVE • COLUMBIA • MO • 65202 • (573) 875-0260 • (573) 875-0299 FAX

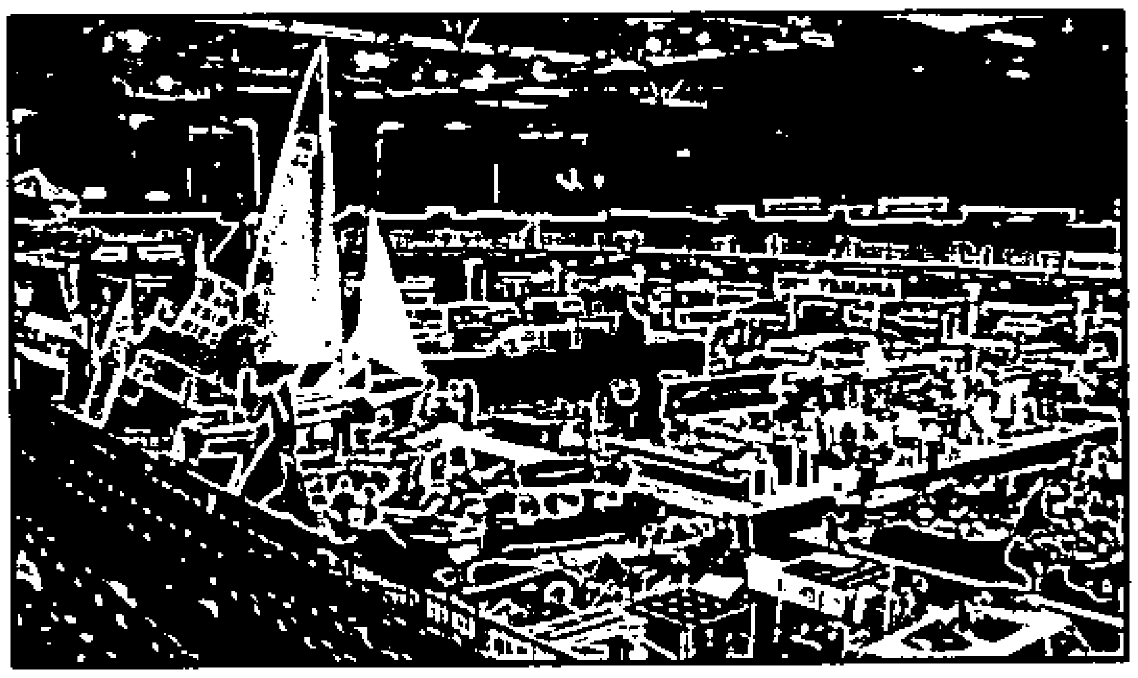
Development of the
Northwest Arkansas Multipurpose
Recreation Center

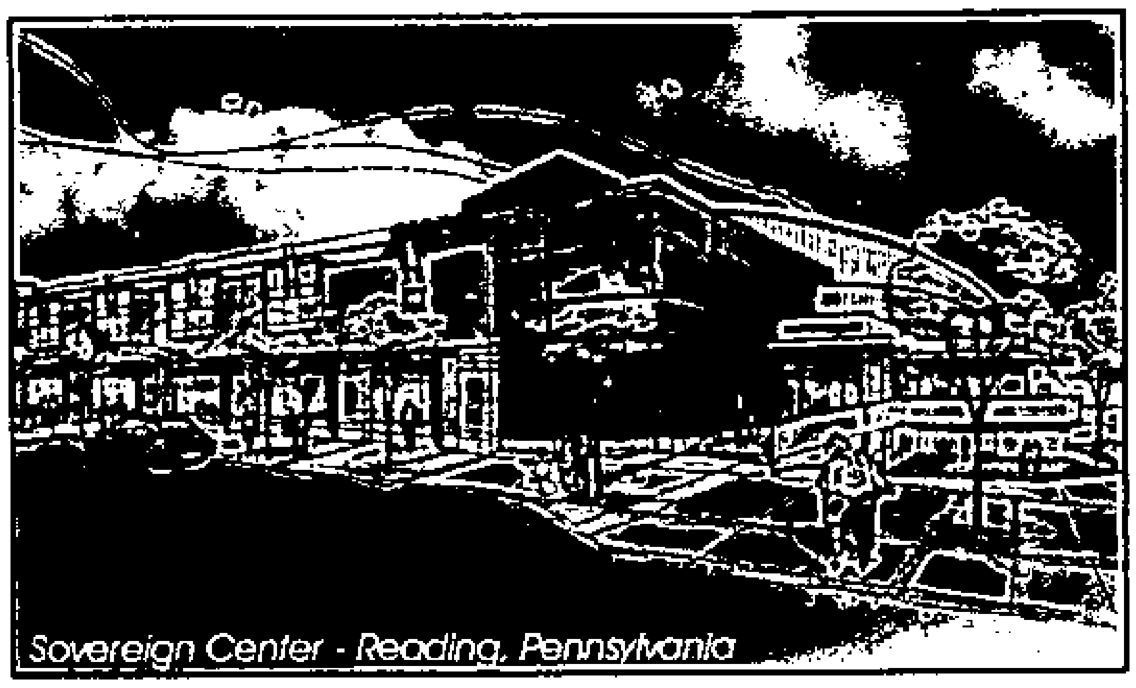
Fayetteville, Arkansas


Tri-Cities Coliseum - Kennewick, Washington




Sarnia Entertainment Complex - Sarnia, Ontario



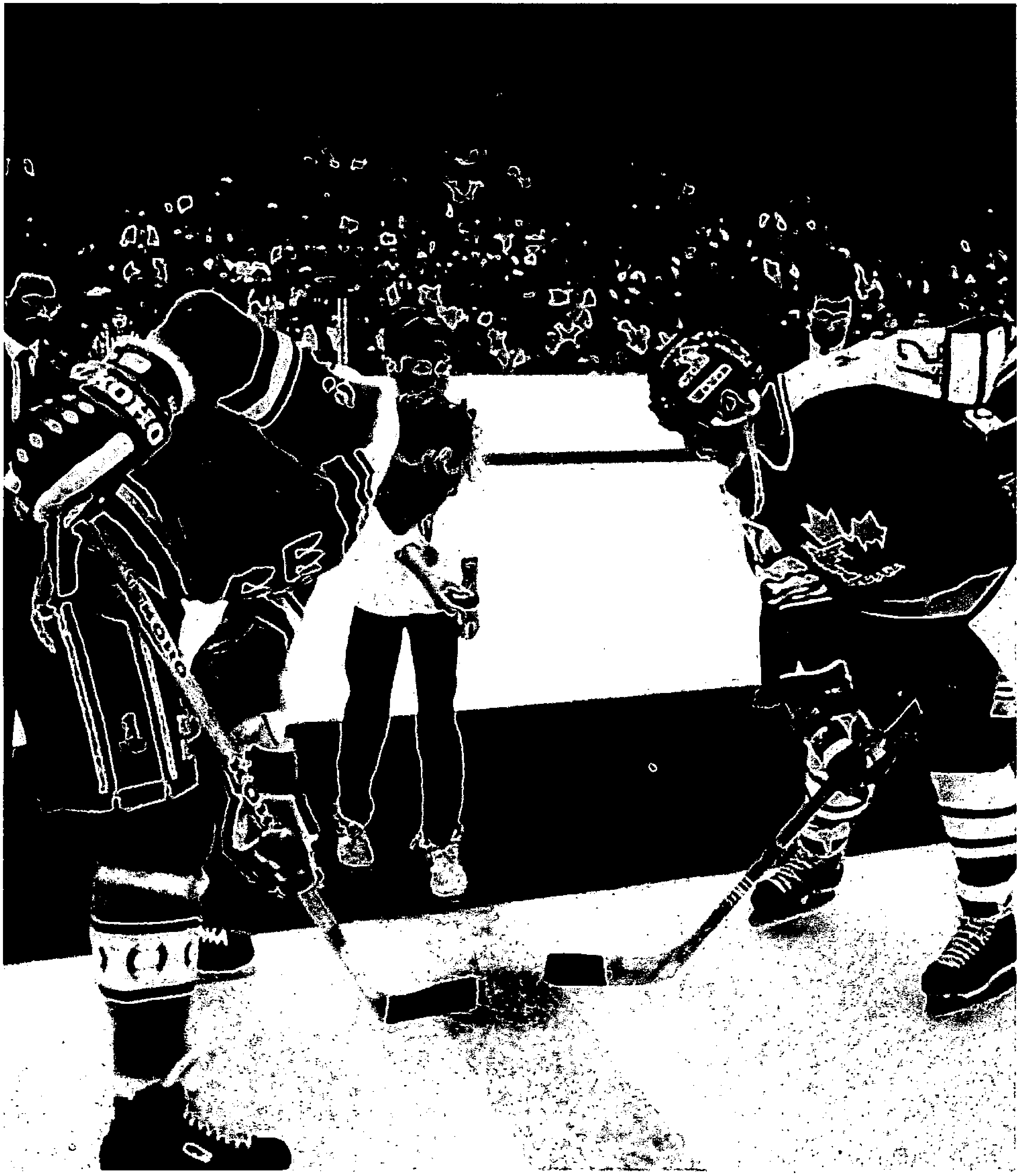

Sovereign Center - Reading, Pennsylvania

Submitted by:

QuesTec Corporation
1390 Boone Industrial Drive
Columbia, Missouri 65203

Table of Contents

Northwest Arkansas Multipurpose Recreation Center



Section One
Introduction

1.0 INTRODUCTION

QuesTec Corporation, working in conjunction with the Western Professional Hockey League (WPHL) and other industry professionals identified Northwest Arkansas and specifically the City of Fayetteville as an ideal location for the development of a multipurpose center, with a professional hockey team, as a major tenant.

Our initial study was started with input from local sources and the Economic Development office recognizing the attributes of the City and the ideal location with respect to their long-range economic business plan focused on the development of the municipal airport.

As the majority of the air traffic relocated to Northwest Arkansas Regional Airport, Drake Field was isolated as an economic disparity to the City budget and a potential loss of necessary FAA funds. Realizing the asset currently available with land, parking, infrastructure and the main terminal building proximity to the site, the QuesTec team approached the City in an effort to revitalize the area as a destination attraction with focus on cash flow and the elimination of a negative operating position.

The selection was based on a study of several factors such as the demographics of the State of Arkansas, areas of growth, mean income, disposable dollars for leisure activities, and proximity to other cities with WPHL franchises.

Our study concludes that the economic factors are reasonable to assume a successful project can be obtained and that the market site, city staff, municipal leaders and general public are favorable and supportive of our team.

Therefore, we are introducing the Northwest Arkansas Multipurpose Recreation Center as a premiere facility to both accomplish the City's development and revitalization goals and our vision to continue the development of our business in association with the Northwest Arkansas area.

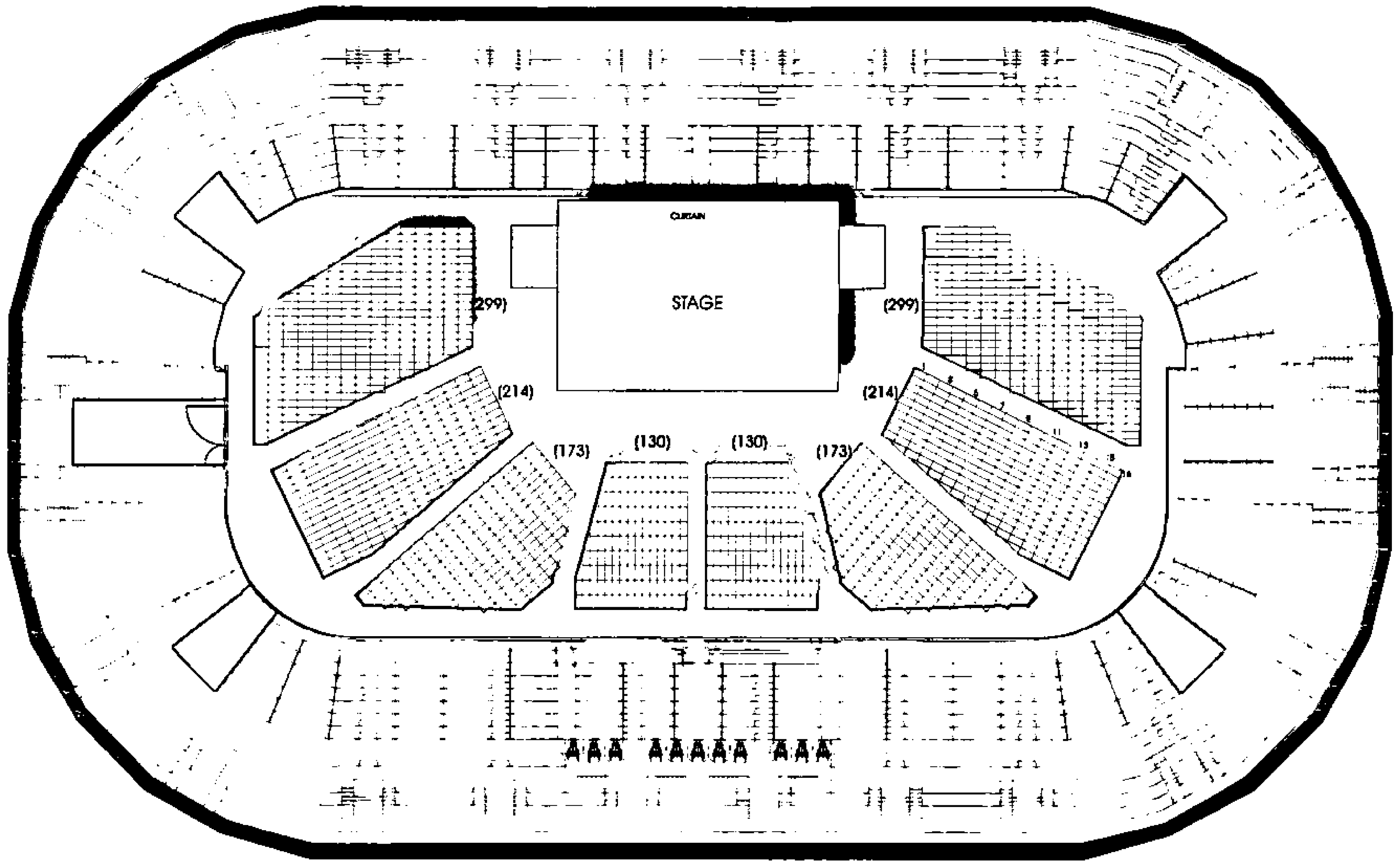
Section Two
Project Understanding

2.0 Project Understanding

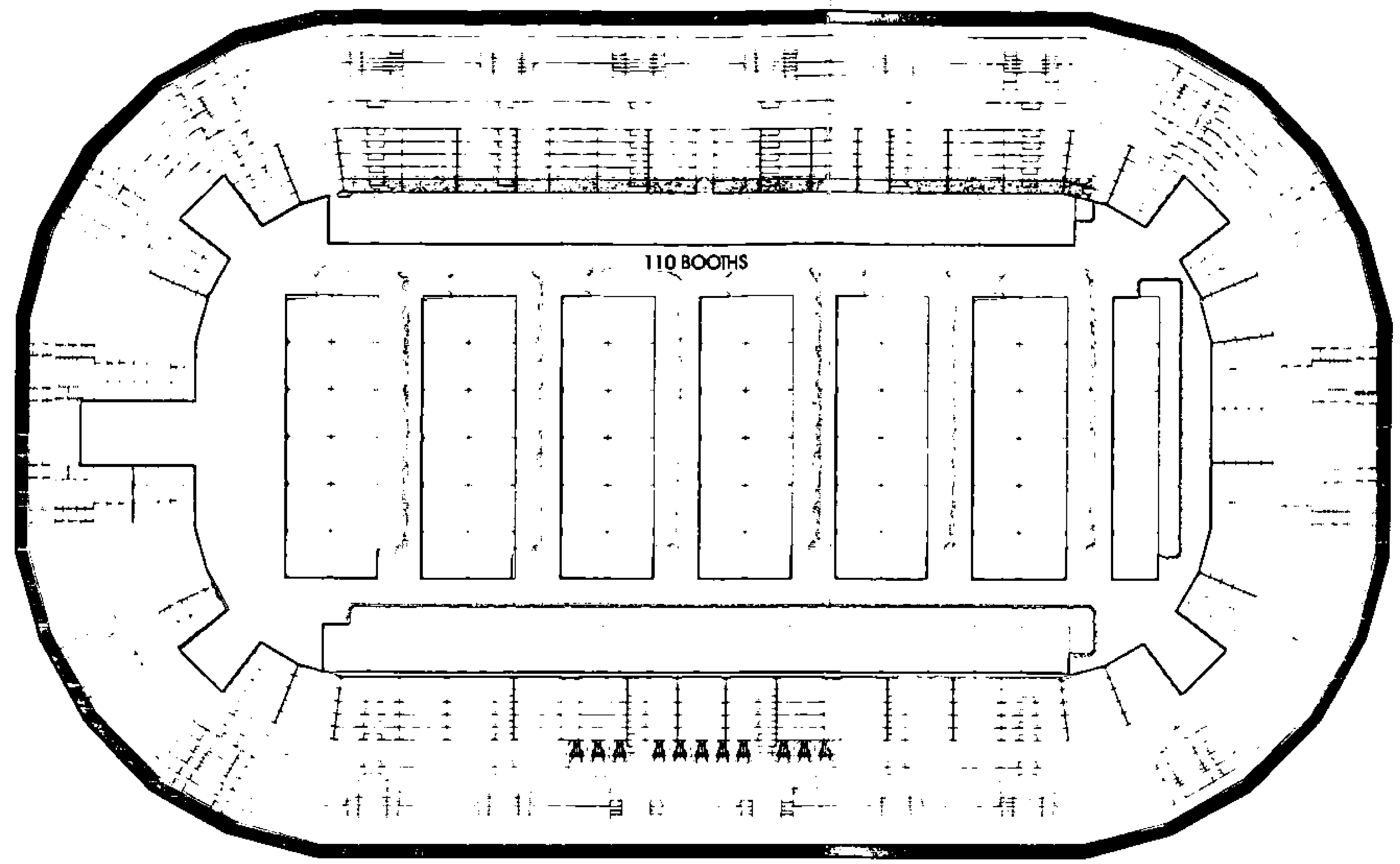
It is our understanding, confirmed by discussions with the economic developer, the airport manager, local professionals and our preliminary study, that the City of Fayetteville and Northwest Arkansas is keenly interested in pursuing the development of a Multipurpose Center which will serve as home to a Western Professional Hockey League franchise.

The project is conceived to be a multi-faceted structure connecting in some fashion with the existing terminal building or at another desirable community location. The building will be ± 130,000 sf with a minimum of two ice sheets. Other features will include premium seating, private boxes, retail and concession areas and the inclusion of supporting recreational amenities. Example event layout options follow.

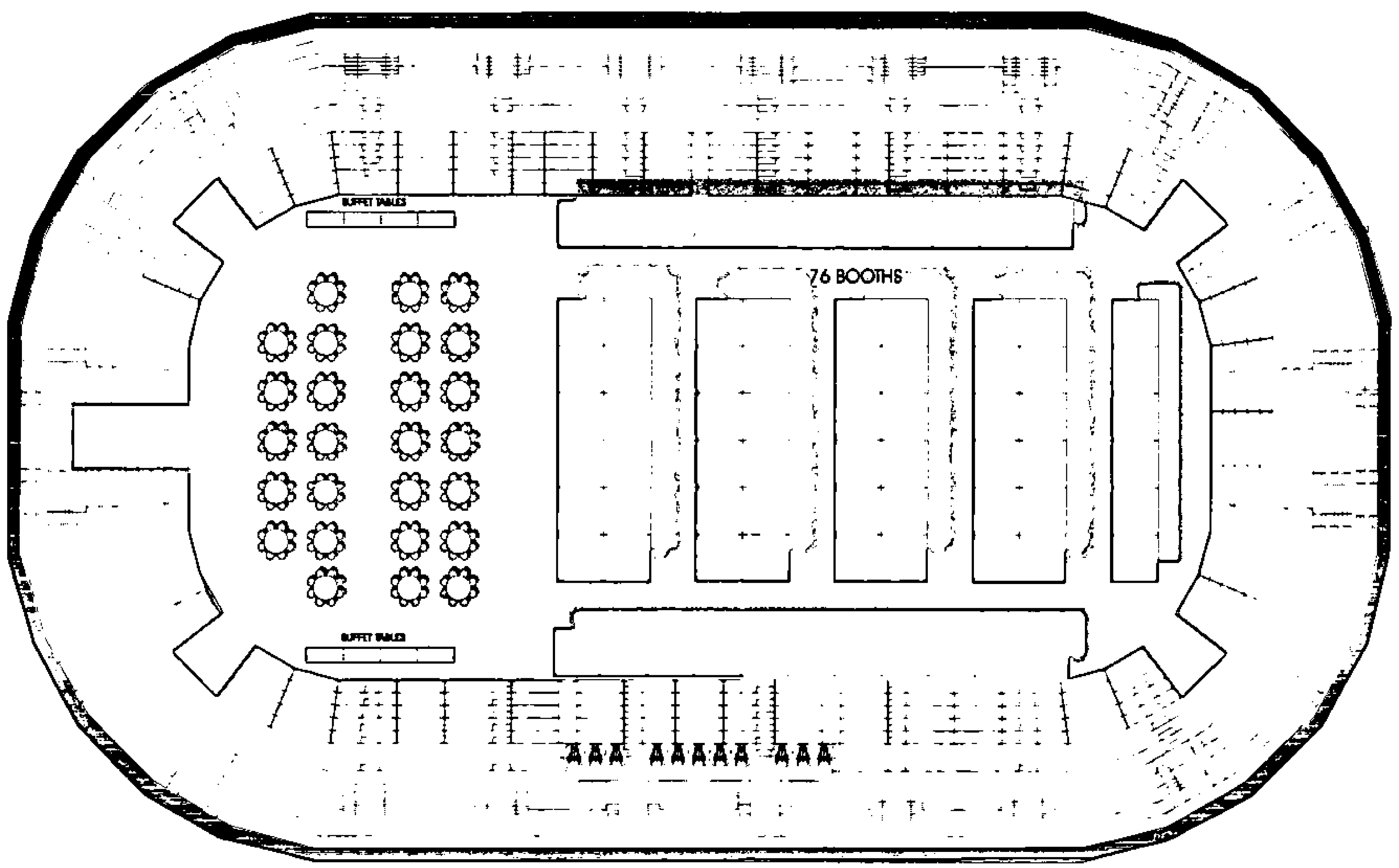
Our team looks forward to working with the City to deliver a project designed to suit the needs of the community and Northwest Arkansas. QuesTec and its team are committed to cooperating with the City to assure civic, municipal and city requirements are satisfied. Sound economic principals will be followed to confirm project viability and community support.



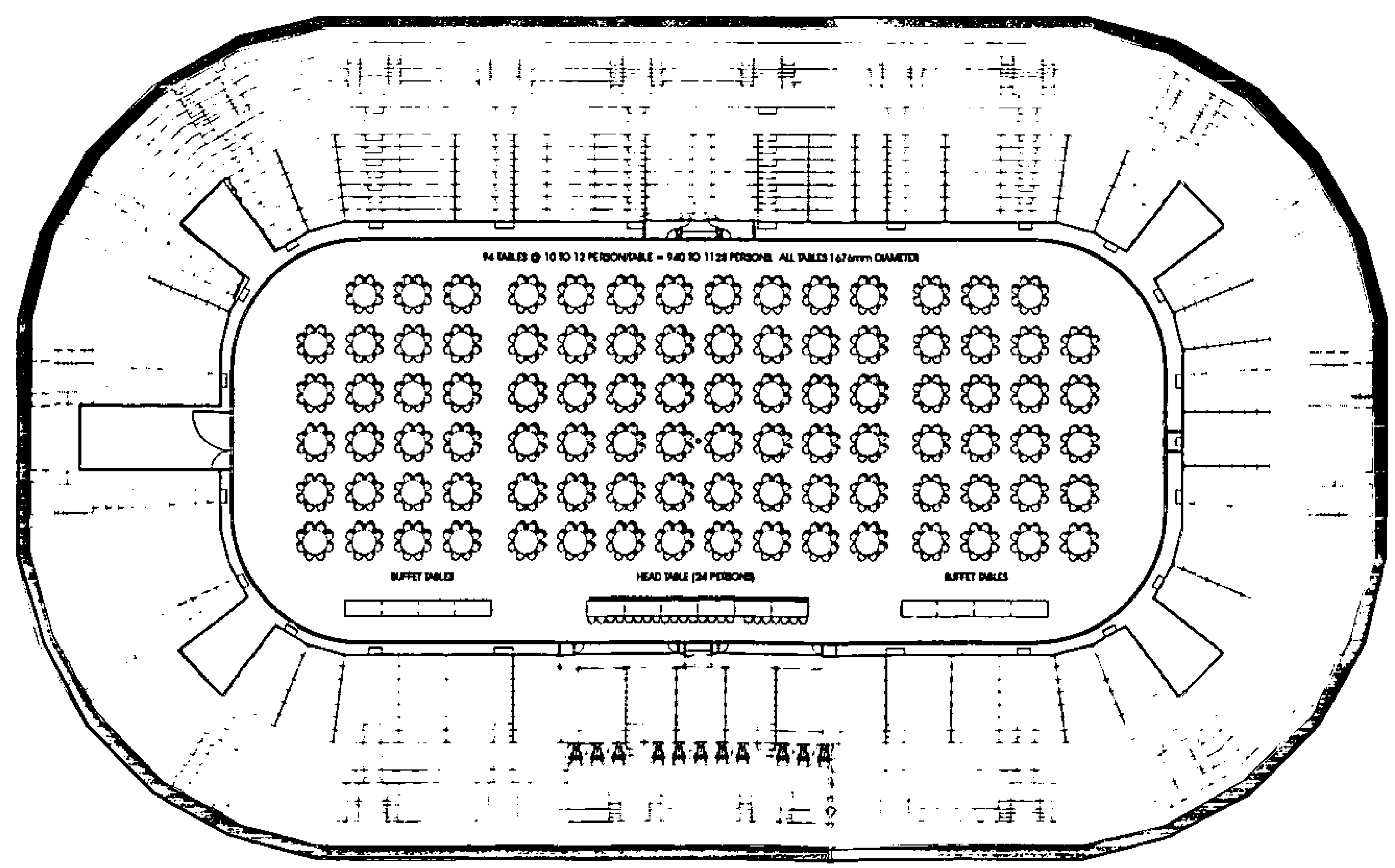
SIDE STAGE



TRADE SHOW

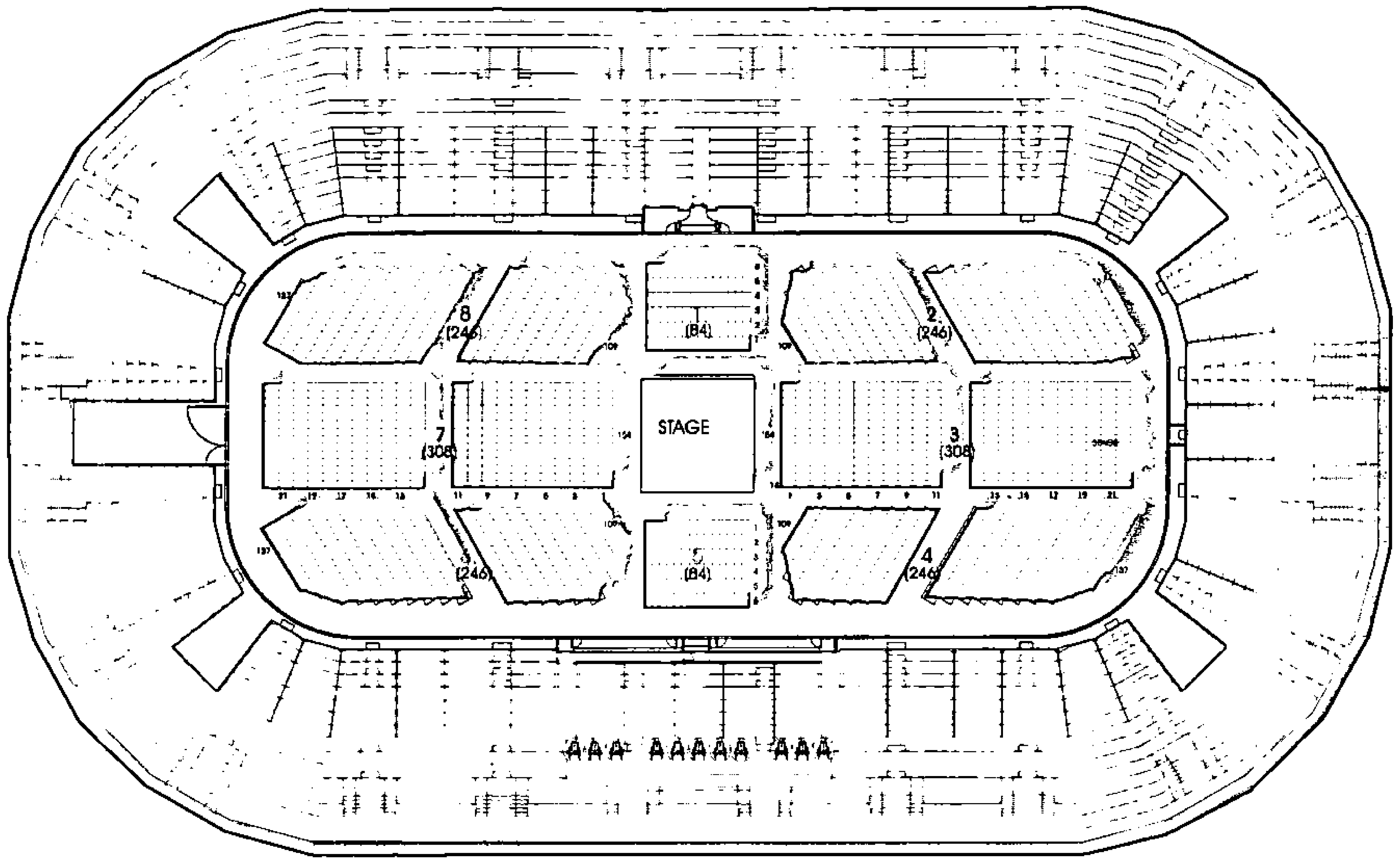


TRADE SHOW/ BANQUET

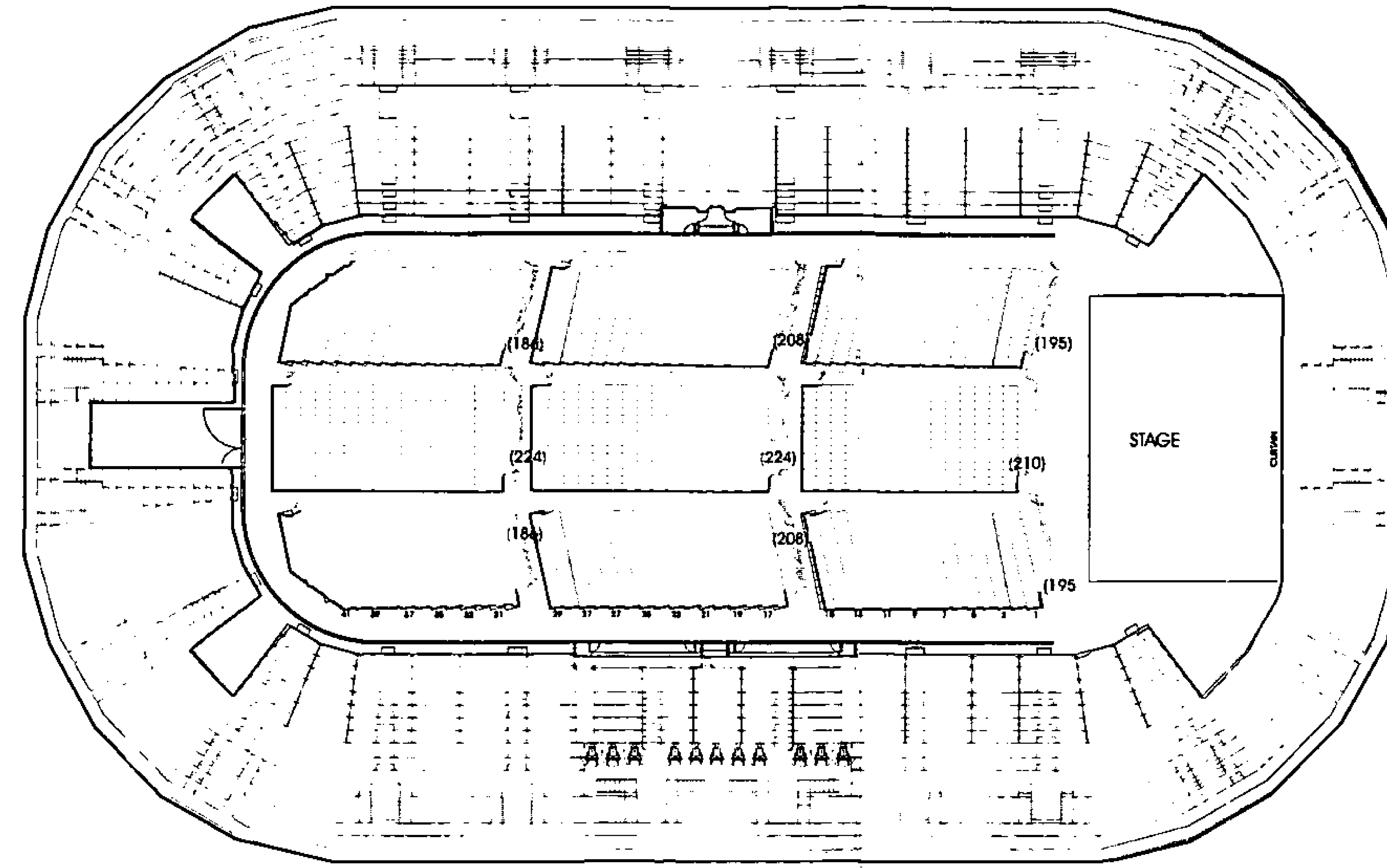


BANQUET

EVENT LAYOUT OPTIONS



CENTRE STAGE CONCERT/
BOXING/ WRESTLING



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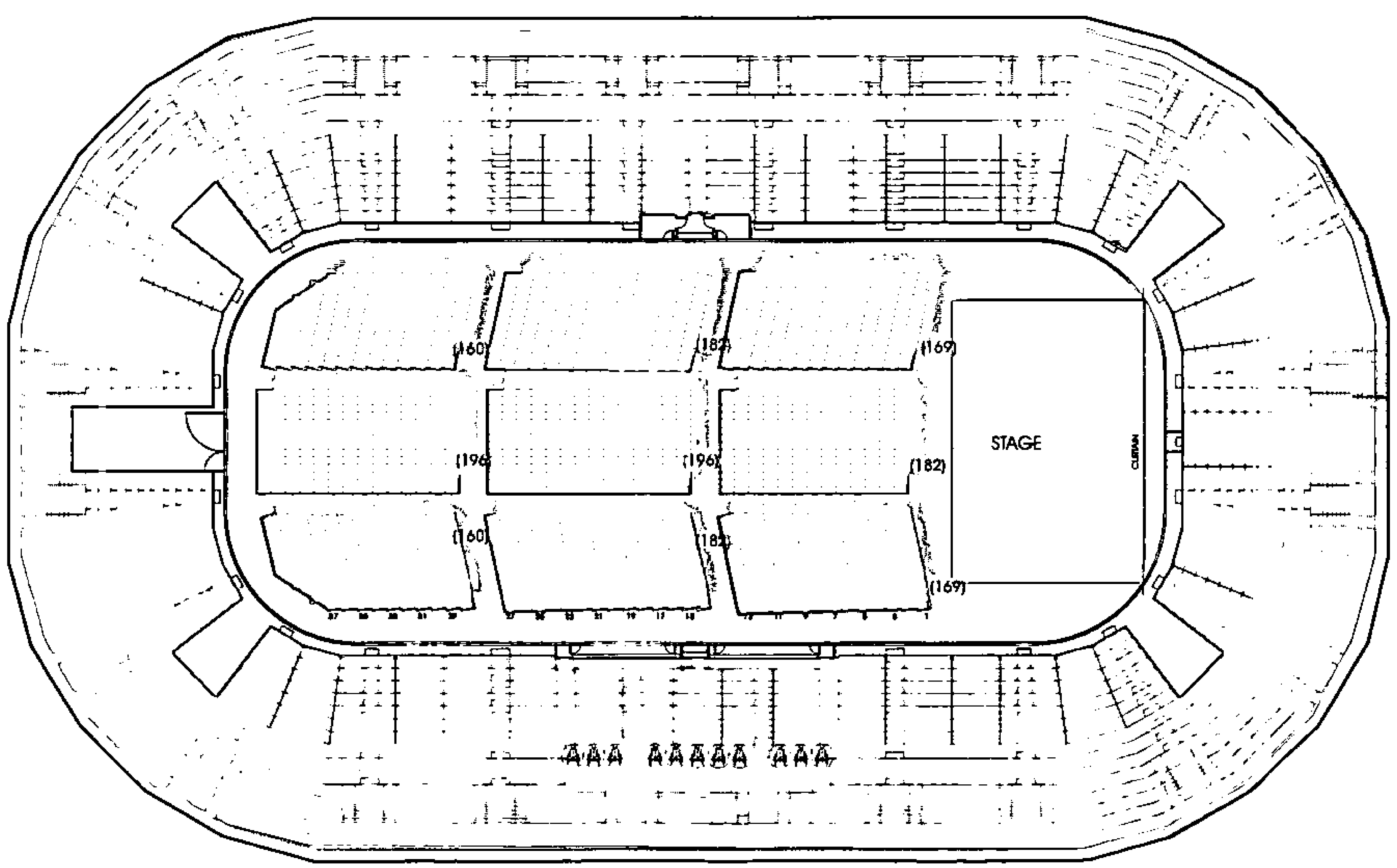

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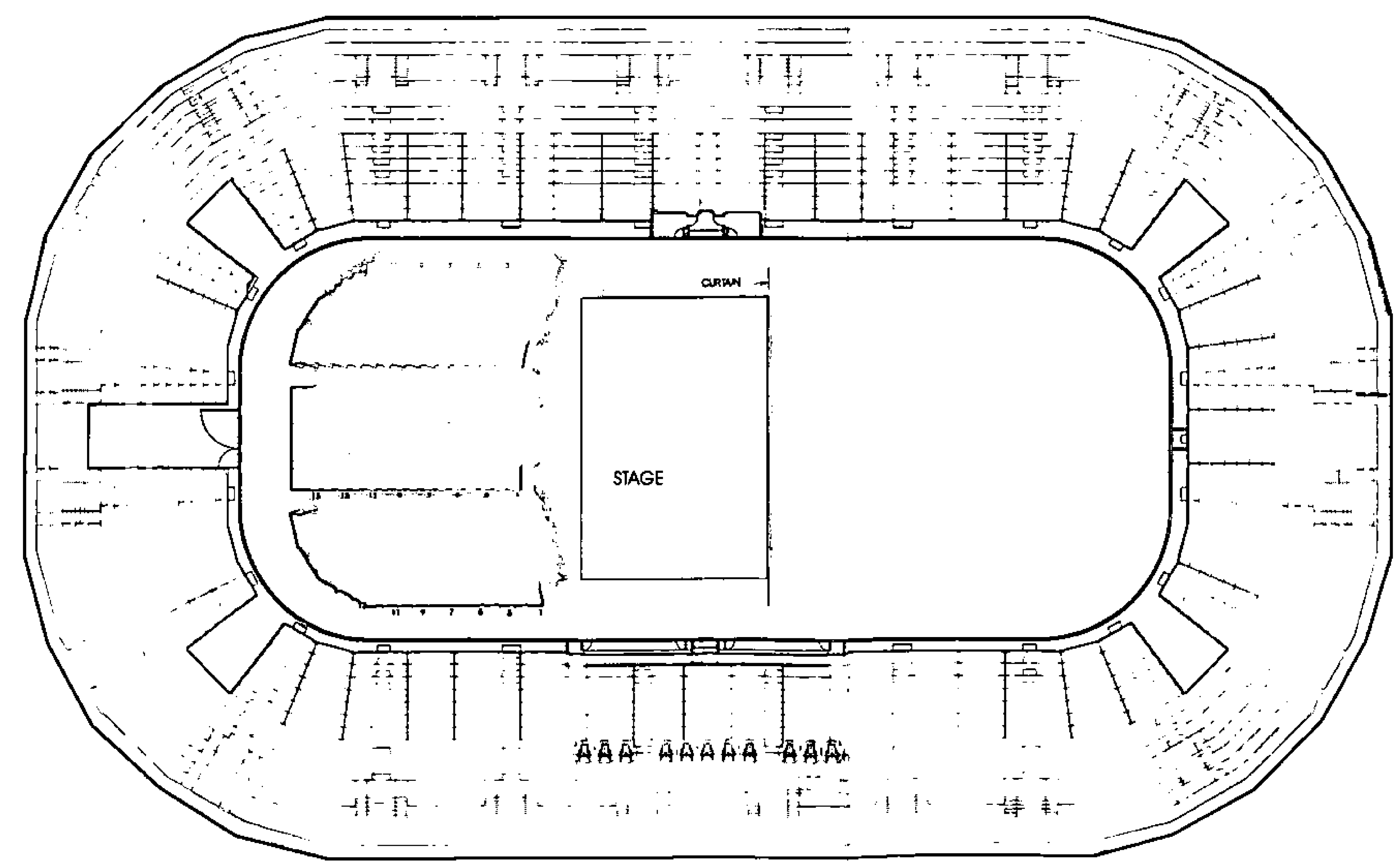
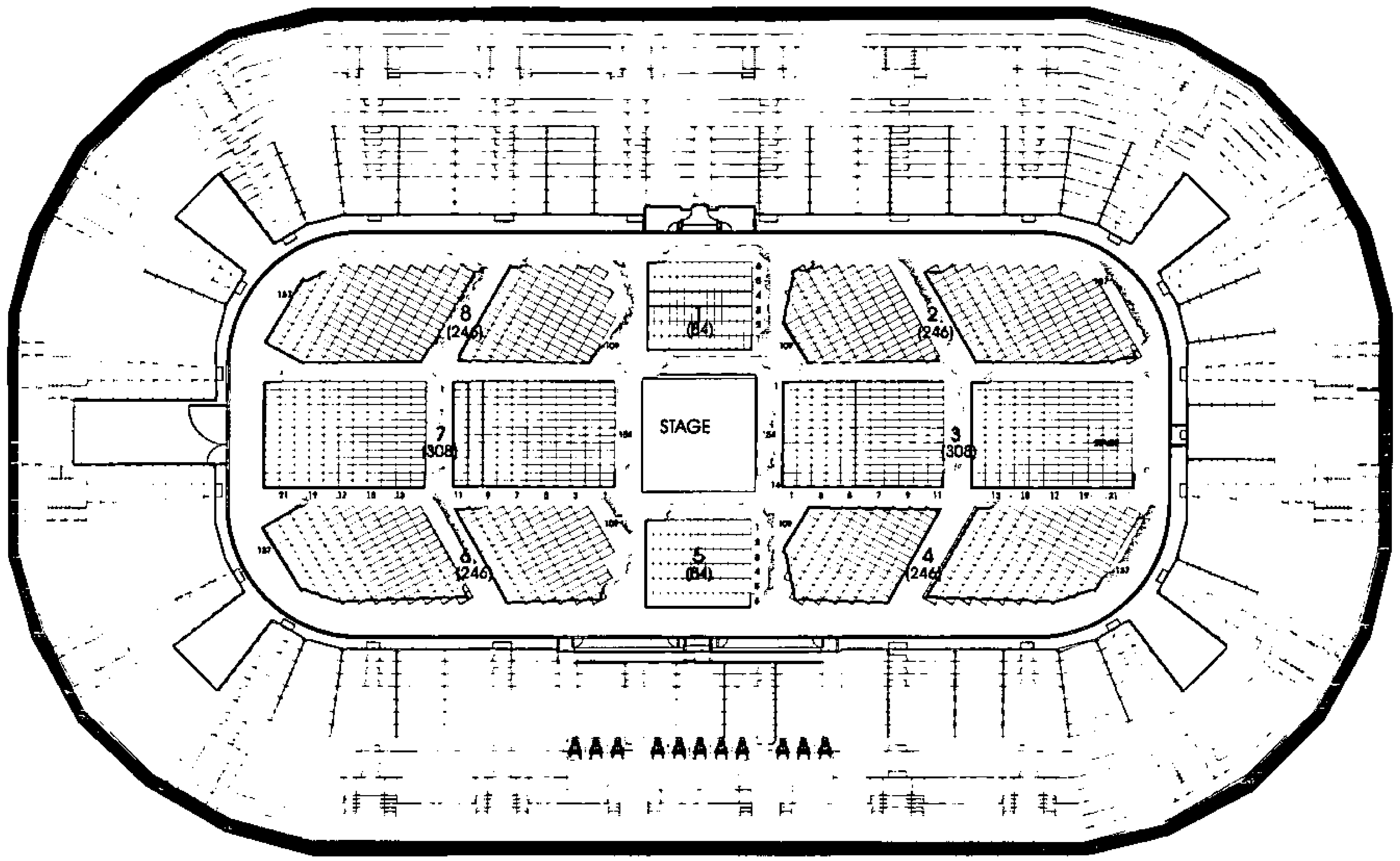
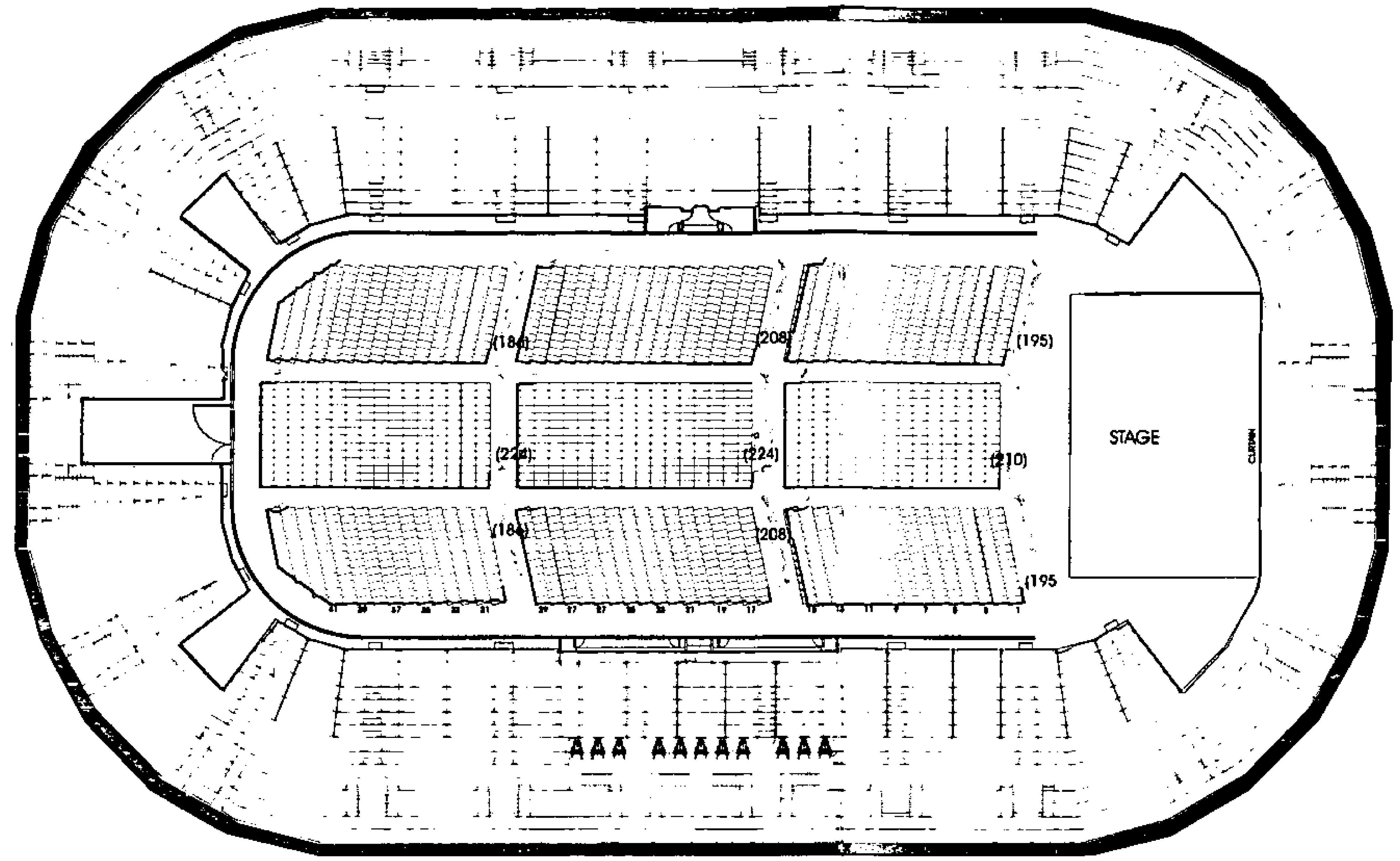


MIDDLE STAGE CONCERT

EVENT LAYOUT OPTIONS



CENTRE STAGE CONCERT/
BOXING/ WRESTLING



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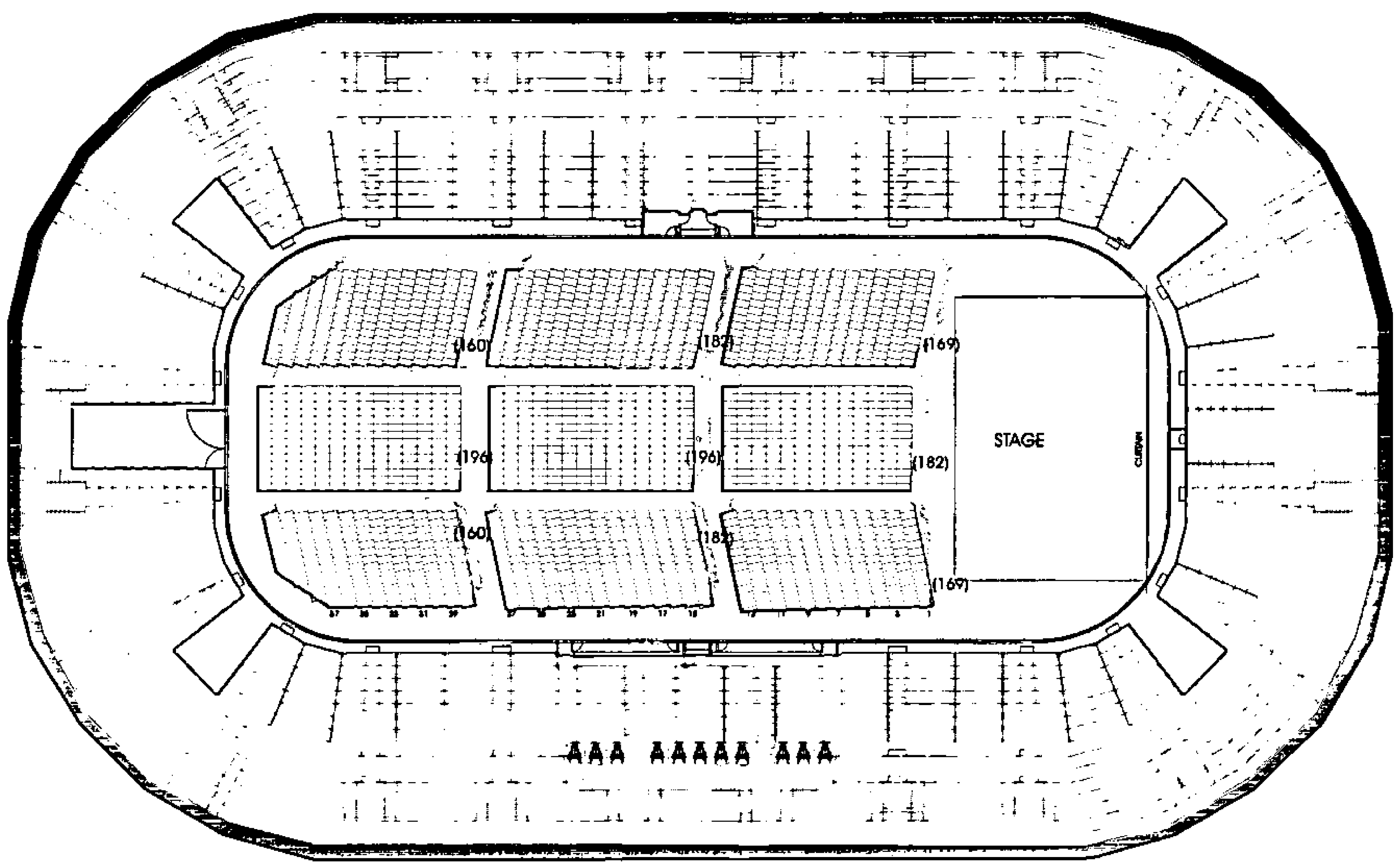

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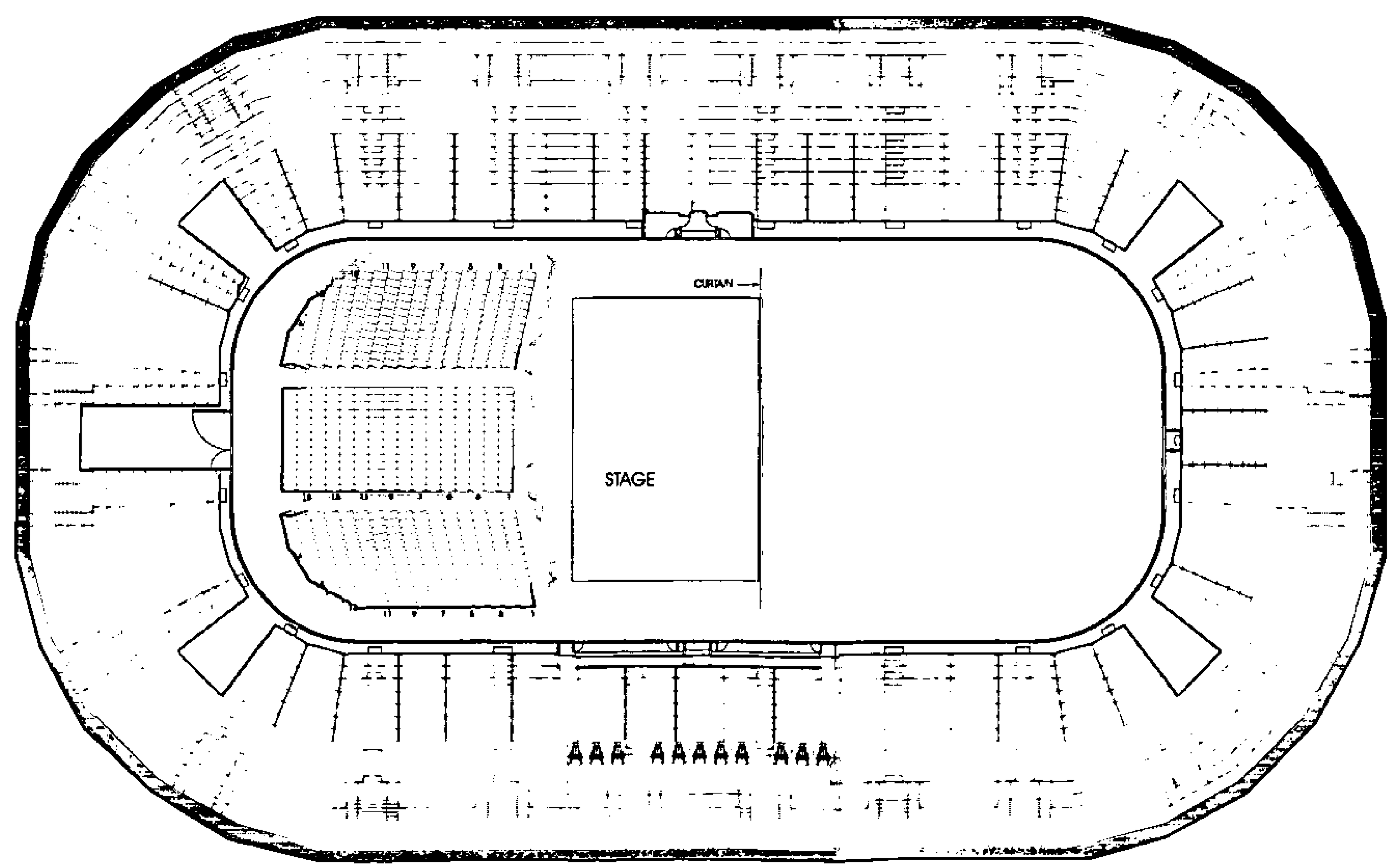
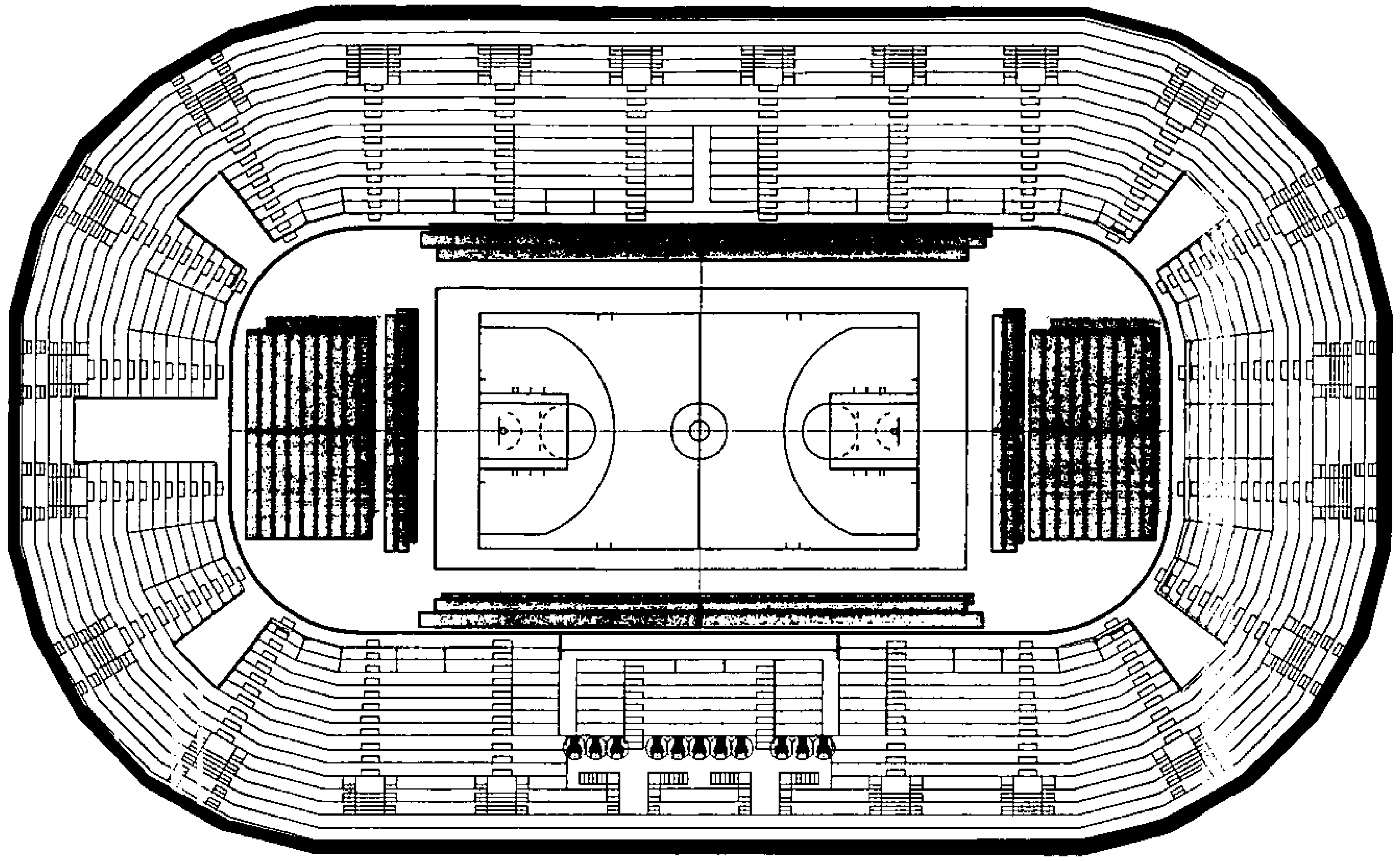
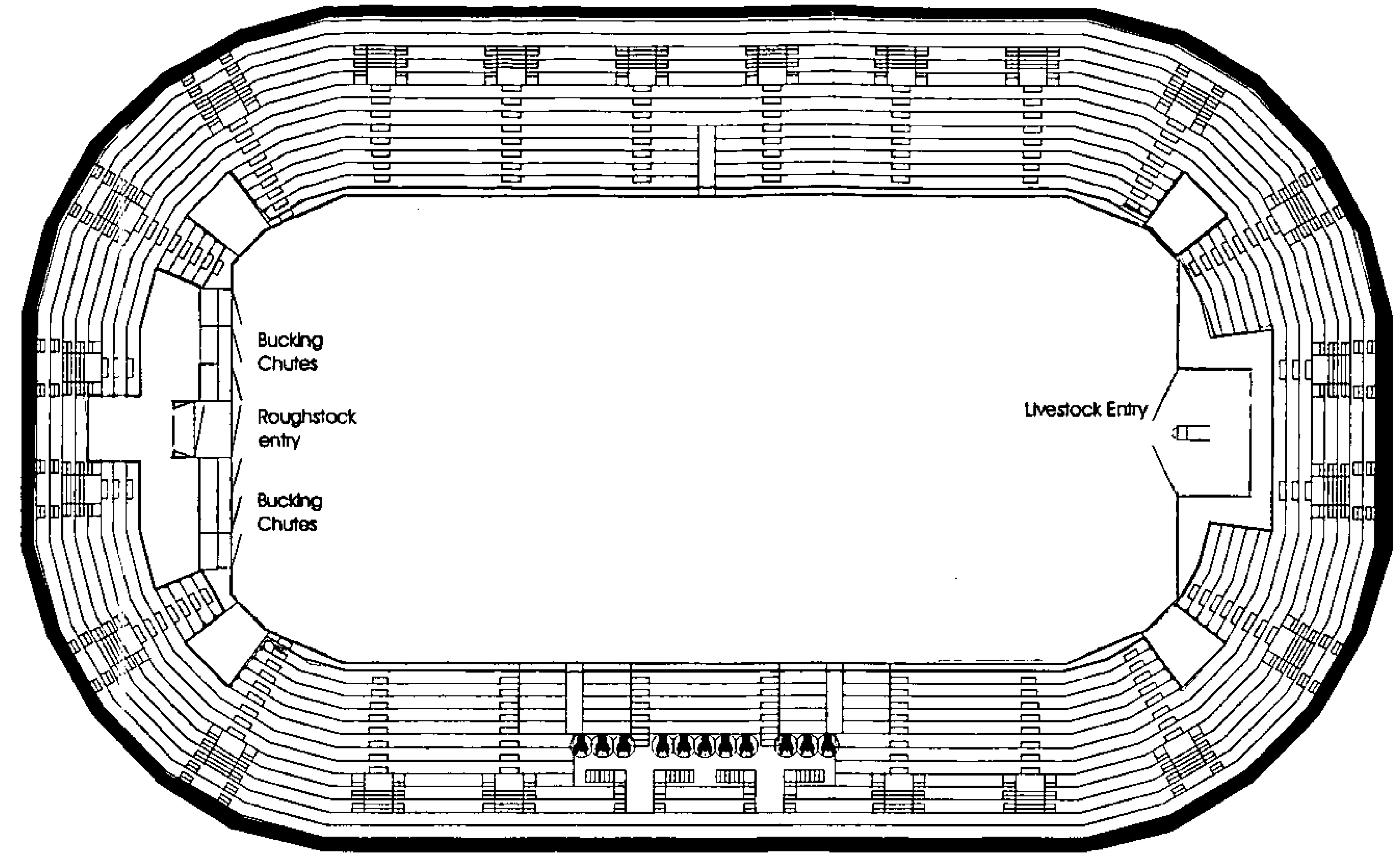


MIDDLE STAGE CONCERT

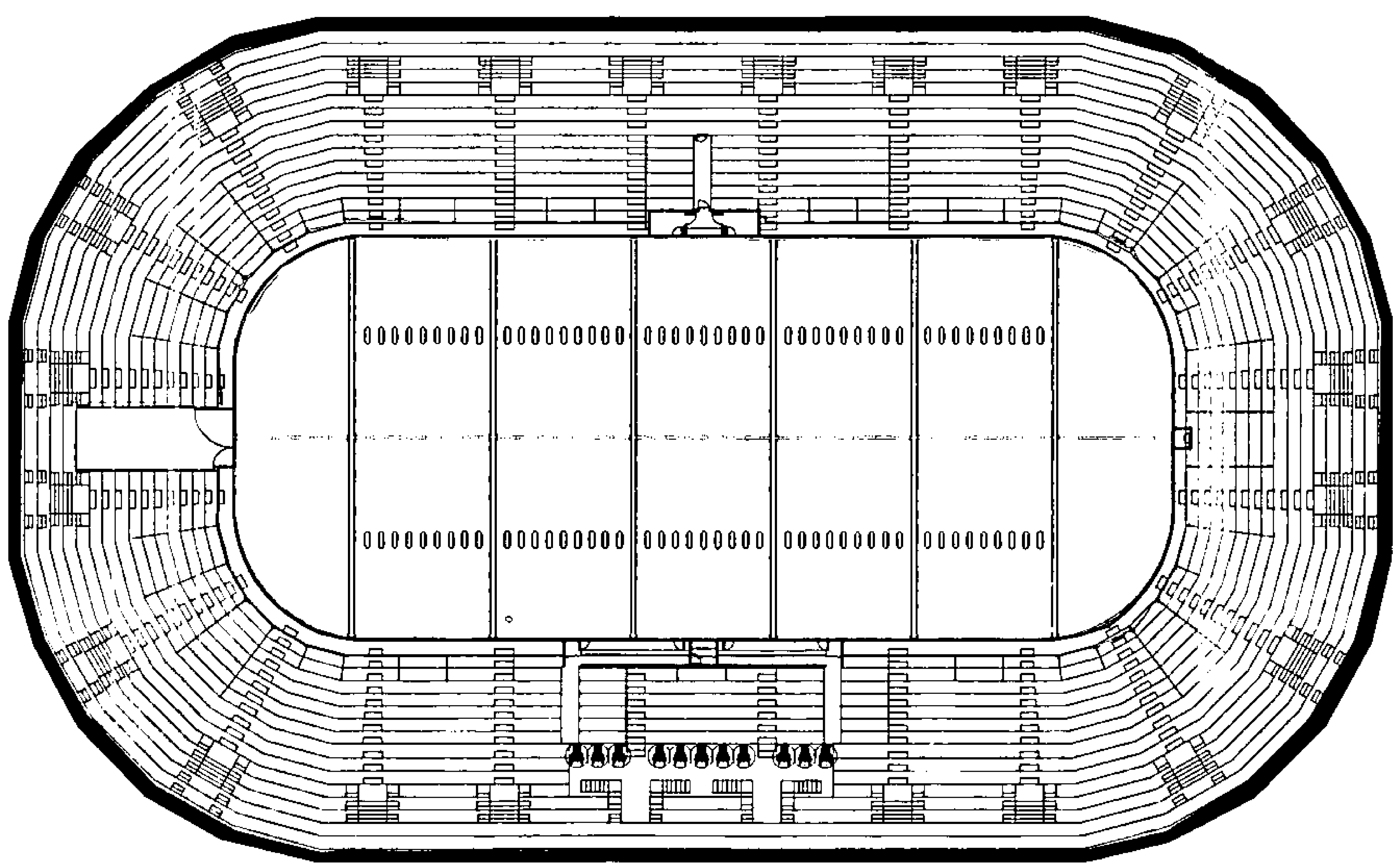
EVENT LAYOUT OPTIONS



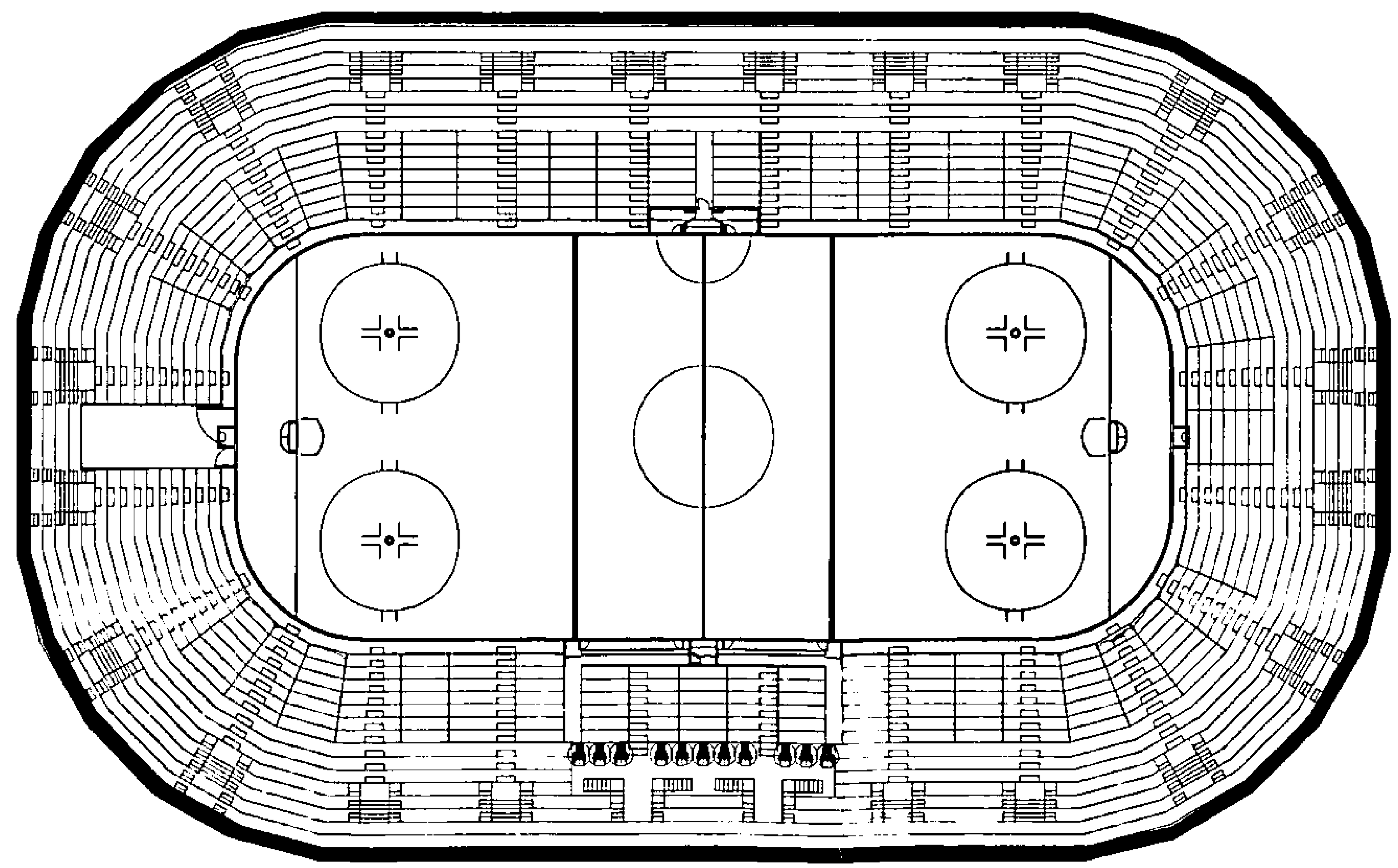
BASKETBALL



RODEO

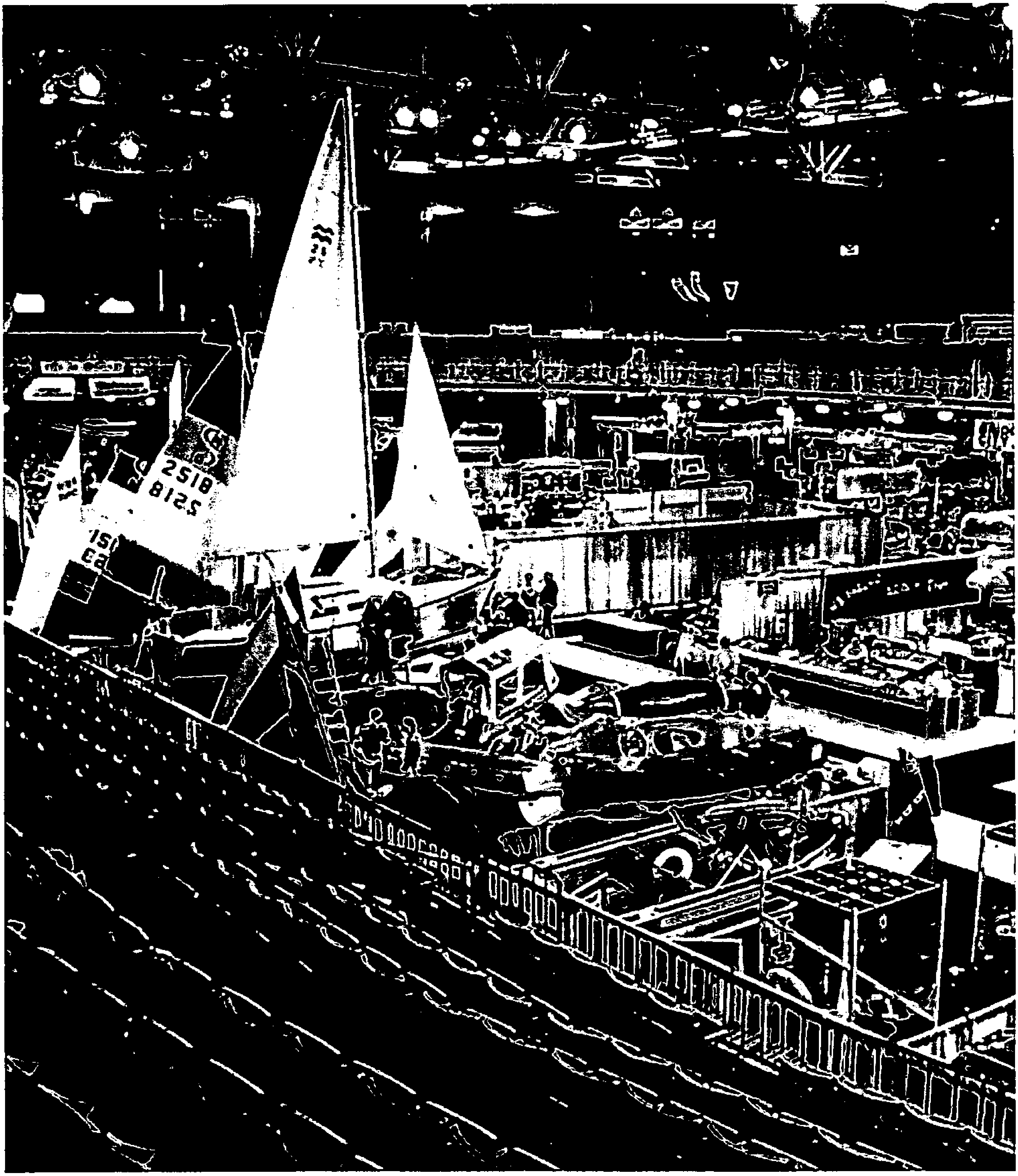


ARENA FOOTBALL / SOCCER



HOCKEY

EVENT LAYOUT OPTIONS



Section Three
Exclusive Agreement

Exclusive Agreement for the Preparation of A Business Plan Leading to the Development of the Northwest Arkansas Multipurpose Recreation Center

THIS AGREEMENT is made this ________ day of February, 2000, by and between the City of Fayetteville ("City") and QuesTec Corporation, a Missouri corporation ("QuesTec") to prepare a business plan leading to the development of the Northwest Arkansas Multipurpose Recreation Center ("the Project").

IN CONSIDERATION of the mutual covenants and agreements set forth herein, the City and QuesTec agree as follows:

1. During the one hundred twenty (120) day period following the date of this Agreement, QuesTec, with the cooperation of the City, will develop a comprehensive Business Plan for the Project, which will include the following:

- A facility needs analysis.
- An economic impact analysis.
- A local demographic market study.
- A written architectural program, including ADA assessment.
- An arena site plan.
- An arena concept design.
- Schematic Design development plans and performance specifications.
- A detailed construction budget.
- A forecast of revenue and operating expenses.
- A total project development budget.
- A detailed business plan including ownership structure and financing formula.

2. For a period of one (1) year from the date of delivery of the Business Plan, the City will deal exclusively with QuesTec, and shall not initiate, respond to or participate in any discussion or negotiation with any other person or entity concerning the potential development or construction of a new multipurpose recreation center or similar project or any matter related to or ancillary thereof. Similarly, for a period of one (1) year from the date of delivery of the Business Plan, QuesTec shall not initiate, respond to or participate in any discussion or negotiation concerning the potential development or construction of a new multipurpose recreation center or similar project within a distance of 50 miles from the City's boundaries.

3. The City shall pay QuesTec a fixed fee in the sum of Two Hundred Thousand Dollars ($200,000), payable as follows:

A. One Hundred Thousand Dollars ($100,000) fifteen (15) days after the date of this Agreement; and

B. Seventy-Five Thousand Dollars ($75,000) forty-five (45) days after the date of this Agreement; and

C. Twenty-Five Thousand Dollars ($25,000) within fifteen (15) days after delivery of the Business Plan.

4. The terms and provisions of Sections 3.1, 3.2, 3.3 3.5 5.1.2, 5.4, 6.2, 7.2, 7.3.1, 7.3.2, and 7.4 of the Standard Form of Agreement Between Owner and Engineer for Study and Report Professional Services, EJDC No. 1910-19 (1985 Edition) as Issued and Published Jointly By Professional Engineers in Private Practice, A Practice Division of the National Society of Professional Engineers, American Consulting Engineers Council and American Society of Civil Engineers, with the term "OWNER" used therein interpreted as referring to the City, and the term "ENGINEER" used therein interpreted as referring to QuesTec, and the term "the Assignment" used therein interpreted as referring to the Business Plan, are incorporated herein by reference.

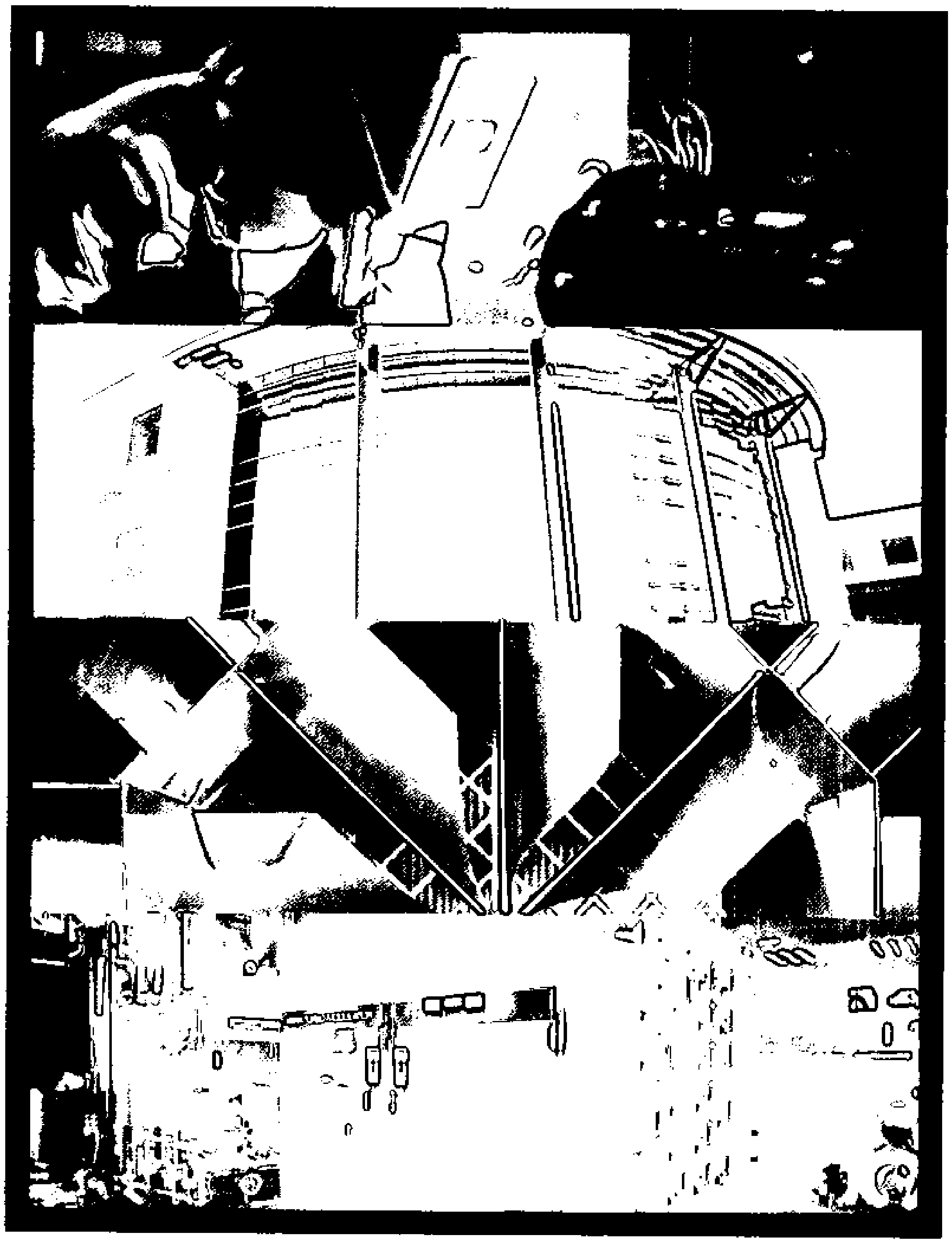
5. This Agreement represents the entire and integrated agreement between the City and QuesTec and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and QuesTec.

6. The parties recognize and agree that the Business Plan provided for herein is to be used for the development of the Northwest Arkansas Multipurpose Recreation Center by Nustadia Inc. exclusively for a period of one (1) year following the delivery of the Business Plan.

CITY OF FAYETTEVILLE	QUESTEC CORPORATION, a Missouri Corporation
By: ______________________ Mayor	By: ______________________ Joseph Greaves, Vice President
ATTEST: ______________________ City Clerk	By: ______________________ Gary McLagan, Secretary

Section Four
Brochure

QUESTEC



OUR QUEST:

HONOR GOD • HONOR OTHERS

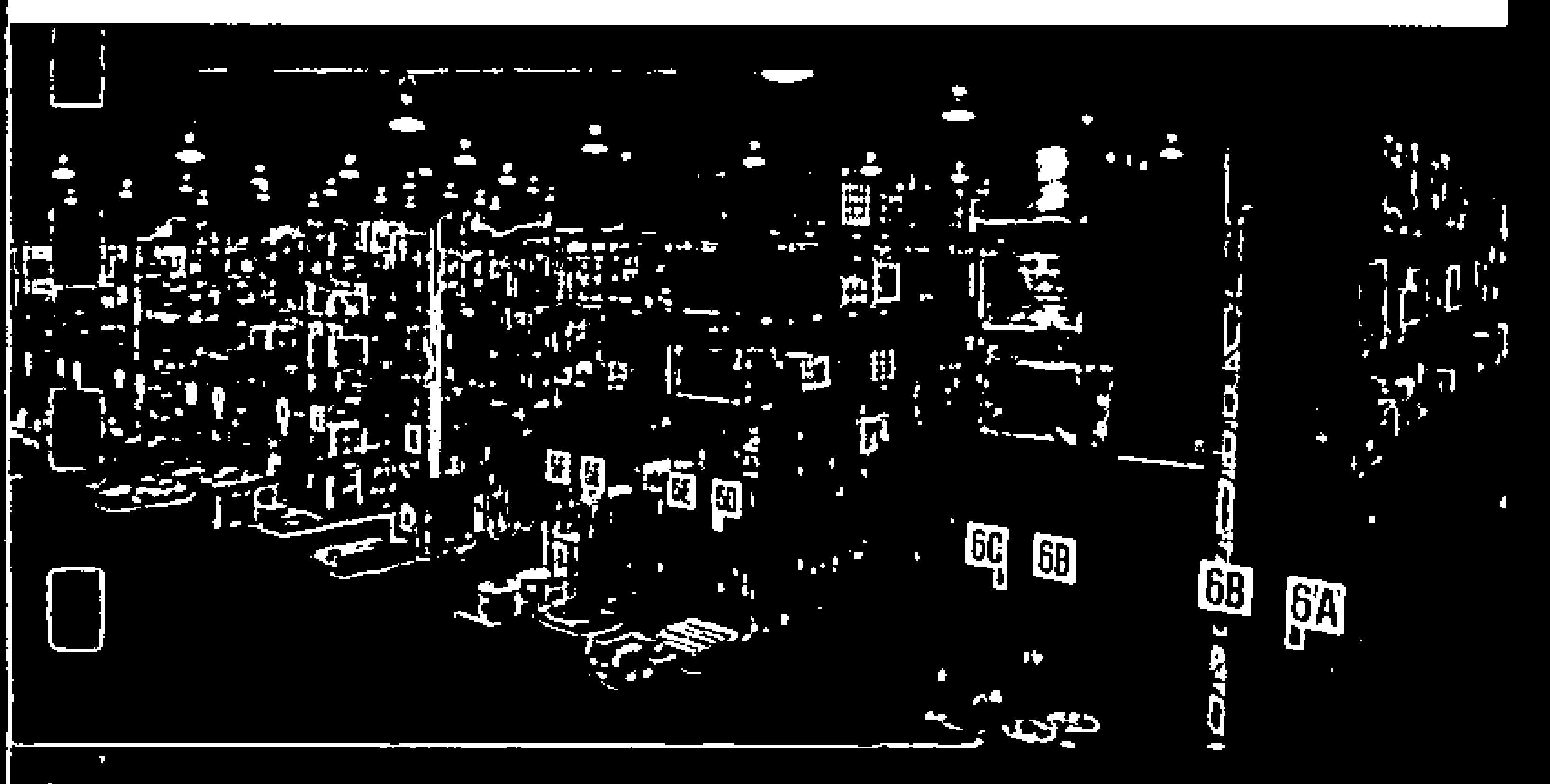
PURSUE EXCELLENCE • GROW PROFITABLY • GROW IN INFLUENCE

QUESTEC
CORPORATION

QuesTec Corporation is an engineering, construction and property development company created to offer a broad range of services to commercial, industrial and institutional clients.

Our corporate philosophy is the foundation upon which we build relationships and drives the quality of our services. We insist on clear, open paths of communication, thoroughness in our work and responsiveness to your needs. It's a commitment that has produced a long list of satisfied clients, as well as results in projects completed on schedule and in budget to your specifications.

Over the years, we've earned a reputation for technical excellence, reliability and the development of innovative constructible solutions. You'll find our uncompromising values to be an investment that delivers. We'd like an opportunity to gain that trust and reputation with you.



QUESTEC
CONSTRUCTORS

QUESTEC CORPORATION

Design/Engineering – Heating, Ventilation, Air Conditioning, Plumbing, Fire Protection, Process Piping, Control Systems, Humidity Controls, Testing and Balancing, Commissioning, Electrical Design

Energy Analysis – Conservation Techniques, Energy Audits, Energy Recovery, Power Management

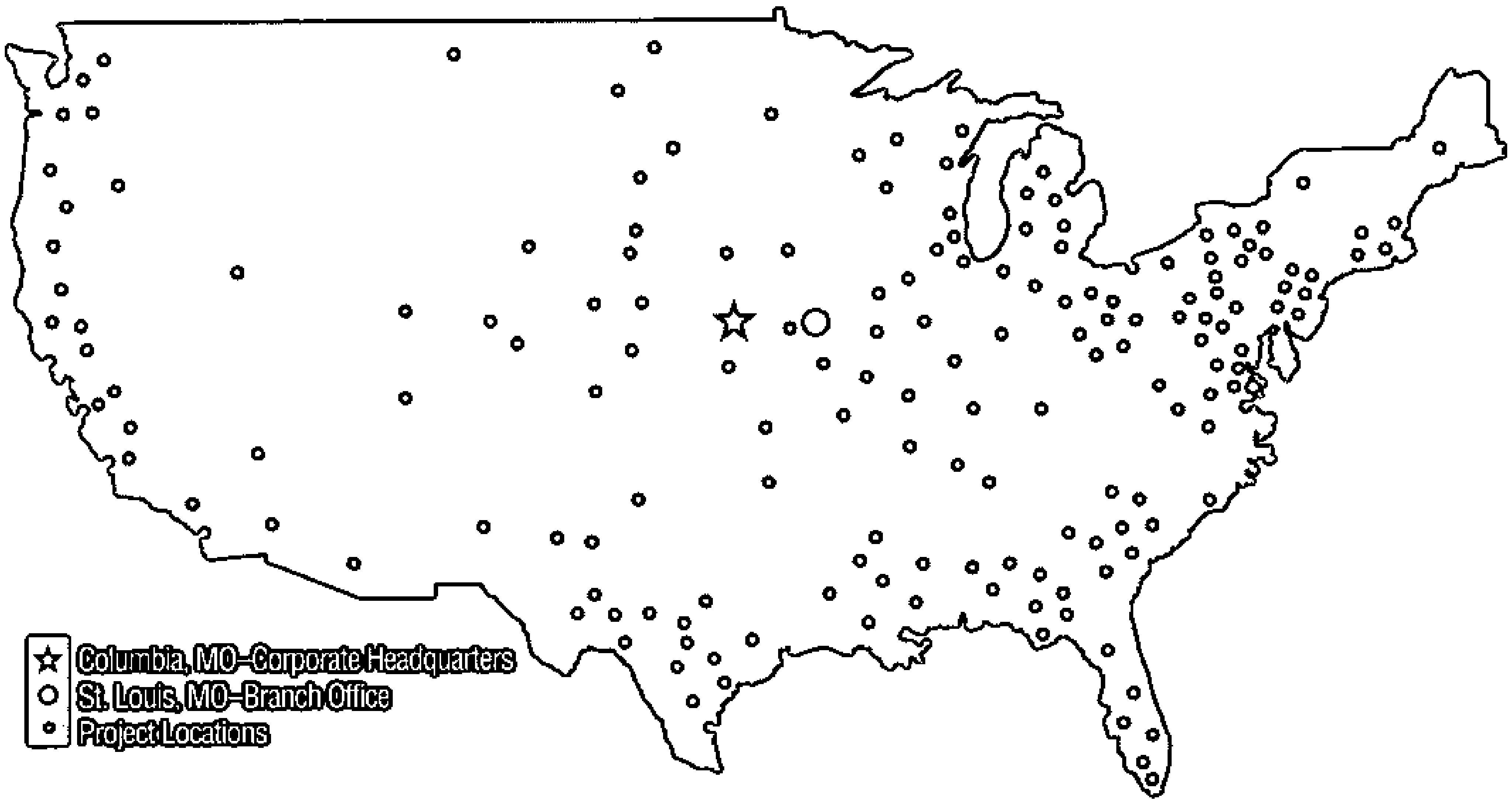
QUESTEC CONSTRUCTORS

Subcontracting Construction – HVAC, Boilers, Chillers and Cooling Towers, Plumbing, Fire Protection, Process Piping

Design/Build – Single Source Responsibility, Mechanical Room Renovations, Medical, Health Care Facilities, Commercial Buildings, Churches, Industrial Plants, Process Equipment

QUESTEC PROPERTIES

Real Estate Development – Property Management, Leasing, Master Planning, Property Development



QUESTEC

1390 Boone Industrial Drive • Columbia, Missouri 65202 • 573-875-0260 • FAX 573-875-0299

QUESTEC CORPORATION

1390 Boone Industrial Drive • Columbia, Missouri 65202 • 573-875-0260 • FAX 573-875-0299
8704 Manchester Road • St. Louis, Missouri 63144 • 314-963-3122

AGENDA

SPECIAL CITY COUNCIL

FEBRUARY 29, 2000

A special meeting of the Fayetteville City Council will be held on February 29, 2000 at 5:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

1. **QUESTEC CORPORATION:** An ordinance awarding a contract to Questec Corporation for preparation of a business plan, waiving competitive bidding, and appropriating up to $200,000 for preparation of a business plan.

2. **PUBLIC FACILITIES BOARD:** An ordinance to expand the role of the Public Facilities Board to include recreational facilities and multi-family housing as provided by stated law.

STAFF REVIEW FORM

Agenda Request
FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF February 15, 2000.

FROM:
Alett Little **Economic Development Department**

ACTION REQUESTED: Approval of an ordinance awarding a contract to Questec Corporation for preparation of a business plan, waiving competitive bidding, and appropriating up to $200,000 for preparation of a business plan.

COST TO CITY:

$200,000	$285,490	Services and Charges
Cost of this request	Category/Project Budget	Category/Project Name
5550-3940-5314-00	$4,042	Landside Operations
Account Number	Funds Used to Date	Program Name
	$281,447	Airport
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _______Budgeted Item __x__ Budget Adjustment Attached

Budget ~~Coordinator~~ Manager   Administrative Services Director

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

Accounting Manager	Date 2/9/00	ADA Coordinator Yolanda Fields	Date 2-10-00
City Attorney	Date 2-10-00	Internal Auditor	Date
Purchasing Officer	Date 2-10-00		

STAFF RECOMMENDATION: Staff recommends approval of an ordinance awarding a contract to Questec Corporation for preparation of a business plan, waiving competitive bidding, and appropriating up to $200,000 for preparation of a business plan.

Alett Little Economic Development Director	2-8-00 Date	Cross Reference: New Item: **Yes** No
Administrative Services Director	2-10-00 Date	Previous Ord/Res#: ______
Fred Hanna Mayor	2/14/00 Date	Orig Contract Date: ______

STAFF REVIEW FORM

Description Contract award to Questec Corp. Meeting Date 2/15/2000

Comments:

Reference Comments:

Budget Coordinator

Accounting Manager

2. Should this be a part of a contract to develop a business plan? ~~If~~ should we agree to it?

3.A&B. paying 3/4 of Contract amount before we have a product? 15 days is too short a turn around time for a check.

~~City Attorney~~

6. Do we have an agreement w/ Nustadia? Why is this paragraph part of this contract.

attachment. 3.4 City does not pay late fees - change 1%/mo. to none.

General. Should this be paid from Airport fund? diverting revenues? Why not pay from econ. Dev.

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 501-575-8305
Fax: 501-575-8304

ECONOMIC DEVELOPMENT DEPARTMENT

TO: City Council

FROM: Alett Little, Economic Development Director

DATE: February 8, 2000

SUBJECT: Multipurpose Sports Arena

Multipurpose Sports Arena

Who: Questec Corporation; Nustadia Developments; Western Professional Hockey League Franchise Owner

What: Multipurpose Sports Arena

When: If proved feasible and acceptable to the Citizens of Fayetteville, construction to start June, 2000 with anticipation of a beginning hockey season fall, 2001.

Where: Proposed location at the north end of the present airport terminal building, landside of the airfield, and south of the Air Museum.

Why: The proposed location offers a level site, complete with all utilities and public access roads. The site has in place 900 parking spaces which would not have to be constructed. Estimated value of present improvements is around $3 million. The proposed Multipurpose Sports Arena has the potential to generate approximately $1 million annually to the Fayetteville Municipal Airport. The facility has the potential to subsidize the airport fund and allow focus of the airport to be general aviation.

How: Proof of feasibility and acceptance of the project by the citizens.

City Council Actions:

1. Ordinance waiving competitive bidding and appropriating $200,000 to prove that the proposal is financially viable and would be good for the airport long-term.
2. Resolution to allow the Public Facilities Board to issue bonds for recreation projects.
3. Approval of a land lease with safeguards to protect the operations of the airport.

Exclusive Agreement for the Preparation of A Business Plan Leading to the Development of the Northwest Arkansas Multipurpose Recreation Center

THIS AGREEMENT is made this _______ day of February, 2000, by and between the City of Fayetteville ("City") and QuesTec Corporation, a Missouri corporation ("QuesTec") to prepare a business plan leading to the development of the Northwest Arkansas Multipurpose Recreation Center ("the Project").

IN CONSIDERATION of the mutual covenants and agreements set forth herein, the City and QuesTec agree as follows:

1. During the one hundred twenty (120) day period following the date of this Agreement, QuesTec, with the cooperation of the City, will develop a comprehensive Business Plan for the Project, which will include the following:

- A facility needs analysis.
- An economic impact analysis.
- A local demographic market study.
- A written architectural program, including ADA assessment.
- An arena site plan.
- An arena concept design.
- Schematic Design development plans and performance specifications.
- A detailed construction budget.
- A forecast of revenue and operating expenses.
- A total project development budget.
- A detailed business plan including ownership structure and financing formula.

2. For a period of one (1) year from the date of delivery of the Business Plan, the City will deal exclusively with QuesTec, and shall not initiate, respond to or participate in any discussion or negotiation with any other person or entity concerning the potential development or construction of a new multipurpose recreation center or similar project or any matter related to or ancillary thereof. Similarly, for a period of one (1) year from the date of delivery of the Business Plan, QuesTec shall not initiate, respond to or participate in any discussion or negotiation concerning the potential development or construction of a new multipurpose recreation center or similar project within a distance of 50 miles from the City's boundaries.

3. The City shall pay QuesTec a fixed fee in the sum of Two Hundred Thousand Dollars ($200,000), payable as follows:

A. One Hundred Thousand Dollars ($100,000) fifteen (15) days after the date of this Agreement; and

B. Seventy-Five Thousand Dollars ($75,000) forty-five (45) days after the date of this Agreement; and

C. Twenty-Five Thousand Dollars ($25,000) within fifteen (15) days after delivery of the Business Plan.

4. The terms and provisions of Sections 3.1, 3.2, 3.3 3.5 5.1.2, 5.4, 6.2, 7.2, 7.3.1, 7.3.2, and 7.4 of the Standard Form of Agreement Between Owner and Engineer for Study and Report Professional Services, EJDC No. 1910-19 (1985 Edition) as Issued and Published Jointly By Professional Engineers in Private Practice, A Practice Division of the National Society of Professional Engineers, American Consulting Engineers Council and American Society of Civil Engineers, with the term "OWNER" used therein interpreted as referring to the City, and the term "ENGINEER" used therein interpreted as referring to QuesTec, and the term "the Assignment" used therein interpreted as referring to the Business Plan, are incorporated herein by reference.

5. This Agreement represents the entire and integrated agreement between the City and QuesTec and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and QuesTec.

6. The parties recognize and agree that the Business Plan provided for herein is to be used for the development of the Northwest Arkansas Multipurpose Recreation Center by Nustadia Inc. exclusively for a period of one (1) year following the delivery of the Business Plan.

CITY OF FAYETTEVILLE

By: ____________________
Mayor

ATTEST: ____________________
City Clerk

QUESTEC CORPORATION, a Missouri Corporation

By: ____________________
Joseph Greaves, Vice President

By: ____________________
Gary McLagan, Secretary

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

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR STUDY AND REPORT PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

EJCDC No. 1910-19 (1985 Edition)
Reprinted 8/89

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

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR STUDY AND REPORT PROFESSIONAL SERVICES

This is an Agreement made as of ______________________________, 19___
between ______________________________ (OWNER)
and ______________________________ (ENGINEER).

OWNER employs ENGINEER to perform professional engineering services, to serve as OWNER's professional engineering representative and to provide professional engineering consultation and advice for a professional fee (as set forth below) in connection with ______________________________

____

______________________________ (the "Assignment").

SECTION 1—BASIC SERVICES OF ENGINEER

1.1. After written authorization to proceed, ENGINEER shall perform the following professional services:

1.1.1. consult with OWNER to clarify and define OWNER's requirements for the Assignment and review available data;

1.1.2. advise OWNER as to the necessity of OWNER's providing or obtaining from others special services and data required in connection with the Assignment and assist OWNER in obtaining such data and services;

1.1.3. provide analyses of OWNER's needs with evaluations and comparative studies of prospective solutions;

1.1.4. prepare a Report of ENGINEER's findings and recommendations and furnish five copies of the Report and review it in person with OWNER.

1.2. The duties and responsibilities of ENGINEER described above are supplemented and amended as indicated in paragraph 1 of Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters" which is attached to and made a part of this Agreement.

SECTION 2—ADDITIONAL SERVICES

2.1. If authorized in writing by OWNER, Additional Services related to the Assignment will be performed by ENGINEER for an additional professional fee.

SECTION 3—OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

3.1. provide all criteria and full information as to OWNER's requirements for the Assignment and designate in writing a person with authority to act on OWNER's behalf on all matters concerning the Assignment;

3.2. furnish to ENGINEER all existing studies, reports and other available data pertinent to the Assignment, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others required for the performance of ENGINEER's services hereunder, and ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement;

3.3. arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder;

3.4. perform such other functions as are indicated in paragraph 2 of Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters"; and

3.5. bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4—PERIOD OF SERVICE

4.1. ENGINEER's Basic Services will be performed and the Report submitted within the time period or by the date stipulated in paragraph 3 of Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters."

4.2. ENGINEER's Basic Services under this Agreement will be considered complete at the earlier of (1) the date when the Report is accepted by OWNER or (2) thirty days after the date when the Report is submitted for final acceptance, plus in each case, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Report.

4.3. ENGINEER's Additional Services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.

4.4. If any time period within or date by which any of ENGINEER's services are to be completed is exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

SECTION 5—PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services of ENGINEER.

5.1.1. *For Basic Services.* OWNER shall pay ENGINEER for all Basic Services rendered under Section 1 (as amended and supplemented by Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters") as follows:

(Delete inapplicable language and initial)

5.1.1.1. A fixed fee of $ ________ plus an amount equal to ENGINEER's Direct Labor Costs times a factor of ________ for all Basic Services rendered by principals and employees engaged directly on the Assignment.

5.1.1.1. On the basis of a $________ lump sum.

5.1.1.1. On the basis of (Direct Labor Costs) (Salary Costs) times a factor of ________ for all Basic Services rendered by principals and employees engaged directly on the Project.

5.1.1.1. On the basis set forth in Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters".

5.1.2. *For Additional Services.* OWNER shall pay ENGINEER for all Additional Services rendered under Section 2 on the basis agreed to in writing by the parties at the time such services are authorized.

5.1.3. *Reimbursable Expenses.* In addition to the payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses incurred in connection with all Basic Services and Additional Services.

5.2. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. ENGINEER's above charges are on the basis of prompt payment of bills rendered and continuous progress of the work on the Assignment until submission of the Report.

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

SECTION 6—COST CONTROL

6.1. OWNER's budgetary requirements and considerations in respect of the Assignment are set forth in paragraph 5 of Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters".

6.2. Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by ENGINEER hereunder will be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified design professional. It is recognized, however, that ENGINEER does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the Report must of necessity be speculative until completion of its detailed design. Accordingly, ENGINEER does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by ENGINEER to OWNER hereunder.

SECTION 7—GENERAL CONSIDERATIONS

7
0

7.1. All documents prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service and ENGINEER shall retain an ownership and property interest therein. OWNER may make and retain copies for information and reference; however, such documents are not intended or represented to be suitable for reuse by OWNER or others. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.2. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered and Reimbursable Expenses incurred to the date of termination and, in addition, all Reimbursable Expenses directly attributable to termination.

7.3.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.3.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

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

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

7.5. This Agreement (consisting of pages 1 to ______ inclusive) together with Exhibit SR-A constitute the entire Agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit SR-A may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

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

OWNER

____

____

____

Address for Giving Notices:

____

____

ENGINEER

____

____

____

Address for Giving Notices:

____

____

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department:	General Government	Date Requested	Adjustment #
2000	Division:	Airport	02/08/00	
	Program:	Landslide		

Project or Item Requested:

$200,000 is requested for Professional Services.

Project or Item Deleted:

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

Justification of this Increase:

To contract with a firm to develop a business plan for a recreational complex at Drake Field.

Justification of this Decrease:

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

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Professional Services	200,000	5550	3940		5314	00		

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Use of Fund Balance	200,000	5550	0955		4999	99		

Approval Signatures

Requested By	Date
[signature] Budget Manager	2/9/2000 Date
Department Director	Date
[signature] Admin. Services Director	2/10/00 Date
Mayor	Date

Budget Office Use Only

Type: A B C D E

Date of Approval ______

Posted to General Ledger ______

Posted to Project Accounting ______

Entered in Category Log ______

Blue Copy: Budget & Research / Yellow Copy: Requester

H:\BUDGET\BARBARA\BUDADJ\BA_FORM.WK4

STAFF REVIEW FORM

Agenda Request
FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF February 15, 2000

FROM:
Alett Little **Economic Development Department**

ACTION REQUESTED: Approval of an ordinance to expand the role of the Public Facilities Board to include recreational facilities and multi-family housing as provided by state law.

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:**___________

Marilyn Cramer	2/10/00	Yolanda Fields	2-10-00
Accounting Manager	Date	ADA Coordinator	Date
	2-10-00		
City Attorney	Date	Internal Auditor	Date
	2-10-00		
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommends approval of the ordinance expanding the role of the Public Facilities Board to include recreational facilities and multi-family housing.

Alett Little	2.8.00	Cross Reference: New Item: Yes No
Economic Development Director	Date	
	2-11-00	Previous Ord/Res#: _______
Administrative Services Director	Date	
	2/11/00	Orig Contract Date: _______
Mayor	Date	

FAYETTEVILLE MUNICIPAL AIRPORT
MULTIPURPOSE RECREATION
ARENA PROJECT

Airport site owned by City of Fayetteville

|

City leases 7± acres adjoining north end of terminal to Fayetteville Public Facilities Board — Lease is for nominal consideration, full legal title reverts to City upon expiration or early termination of lease

|

Public Facilities Board issues bonds to finance multipurpose recreation arena

|

Public Facilities Board executes design/build contract with developer (Nustadia/Questec) for arena

|

Public Facilities Board subleases arena to operator (Nustadia/Questec)

|

Sublease revenues from arena pledged to debt service on bonds issued by Public Facilities Board — City realizes revenue from airport parking lot and shops in concourse to offset operating and maintenance costs at airport

|

Upon expiration or early termination of sublease, City's lease to Public Facilities Board terminates and City has full legal title to arena

February 29, 2000

ADDITIONAL INFORMATION
FOR
SPECIAL CITY COUNCIL MEETING
FEBRUARY 29, 2000

1. Memo and additional information from Economical Development.
2. Ordinance amendment for Public Facilities Board.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
FRED B. HANNA, MAYOR

4500 S. School Ave., Ste. A
Fayetteville, AR 72701
Telephone: 501-575-8301
Fax: 501-575-8304

Economic Development Department
Alett S. Little, Director

TO: Fayetteville City Council

FROM: Alett Little, Economic Development Director

DATE: February 25, 2000

SUBJECT: Additional Materials for the Special Council Meeting of February 25, 2000

Thank you for your continued interest in the multipurpose sports complex and especially for holding a special meeting to address the issue.

I am transmitting additional information which has been requested or generated since your last agenda packet. I trust this information will be helpful and that you will feel comfortable to call me if you have any questions with which I may assist you.

1. Revised contract - changes have been made to the contract which appeared in your agenda packet. The first set of changes appears in blue - these were available at your meeting of February 15, 2000. Additional changes have been made and those changes appear in red. The revised version has been presented to the developers, and they are in agreement with those changes.

   One additional change which may need to be discussed is the payment schedule which is detailed in paragraph three of the contract. Comments have been raised that it may not be advisable for the City to pay $175,000 after only 60 days of the contract have lapsed.

2. The Airport Board held a special meeting February 24, 2000 to provide additional opportunity for public comment on the proposal. Four members of the Board were present and they voted unanimously to endorse the expenditure of the $200,000 for the study. Their motion carried several conditions and therefore, a copy of the motions made by the Board are attached so you will know their intentions.

3. Map showing one possible location for the arena at the north end of the terminal. The shaded area represents about three acres - or an area roughly equivalent to the 130,000 - 140,000 square foot arena proposed by the developers.

4. I have requested and received detailed financial data on both QuesTec and Nustadia. As both entities have requested that this information be maintained in confidence and FOIA allows for protection of financial data, I have not reproduced this information. I have, however, have asked and received their permission to share this information with you in one on one sessions. If you are interested just let me know and we can get together any time Monday or Tuesday in the morning.

5. To give us a better perspective on these types of arena projects, Mr. Tom Engle of the St. Charles arena will attend the Council meeting on February 29, 2000. Mr. Engle is in a unique position to provide us with valuable information as he served as the County Administrator during the time the arena was being negotiated and planned; and then he left that post to become the arena manager. So, he has seen the project from both sides of the fence, so to speak.

6. A letter endorsing the project has been received from Ron Bumpass. As I am not certain whether you have seen this correspondence, or not, I am attaching a copy of it.

Exclusive Agreement for the Preparation of a Business Plan Leading to the Development of the Northwest Arkansas Multipurpose Recreation Center

THIS AGREEMENT is made this _______ day of February, 2000, by and between the City of Fayetteville ("City") and QuesTec Corporation, a Missouri corporation ("QuesTec") to prepare a business plan leading to the development of the Northwest Arkansas Multipurpose Recreation Center ("the Project").

IN CONSIDERATION of the mutual covenants and agreements set forth herein, the City and QuesTec agree as follows:

1. During the one hundred twenty (120) day period following the date of this Agreement, QuesTec, with the cooperation of the City, will develop a comprehensive Business Plan for the Project to be jointly owned by the City and QuesTec, which will include the following:

- A facility needs analysis.
- An economic impact analysis.
- A local demographic market study.
- A written architectural program, including ADA assessment.
- An area site plan.
- An arena concept design.
- Schematic Design development plans and performance specifications.
- A detailed construction budget.
- A forecast of revenue and operating expenses.
- A total project development budget.
- A detailed business plan including ownership structure and financing formula.
- ~~A feasibility study by a firm satisfactory to a financial institution sufficient to complete the financing of the project.~~
- This detailed business plan will be made available to financial institutions for their required due diligence to accomplish financing for the facility.

2. For a period of one (1) year from the date of delivery of the Business Plan, the City will deal exclusively with QuesTec, and shall not initiate, respond to or participate in any discussion or negotiation with any other person or entity concerning the potential development or construction of a new multipurpose recreation center or similar project or any matter related to or ancillary thereof without written notification that the project has been abandoned by QuesTec. Similarly, for a period of one (1) year from the date of delivery of the Business Plan, QuesTec shall not initiate, respond to or participate in any discussion or negotiation concerning the potential development or construction of the new multipurpose recreation center or similar project within the distance of 50 miles from the City's boundaries.

3. The City shall pay QuesTec a fixed fee in the sum of Two Hundred Thousand Dollars ($200,000), payable as follows:

A. One Hundred Thousand Dollars ($100,000) fifteen (15) days after the date of this Agreement; and

B. Seventy-five Thousand Dollars ($75,000) forty-five (45) days after the date of this Agreement; and

C. Twenty-five Thousand Dollars ($25,000) within fifteen (15) days after delivery of the Business Plan.

4. While the parties understand that this contract is not a contract for professional engineering services, the terms and provision of Sections 3.1, 3.2, 3.3, 3.5, 5.1.2, 5.4, 6.2, 7.2, 7.3.1, 7.3.2, and 7.4 of the Standard Form of Agreement Between Owner and Engineer for Study and Report Professional Services, EJDC No. 1910-19 (1985 Edition) as Issued and Published Jointly By Professional Engineers in Private Practice, A Practice Division of the National Society of Professional Engineers, American Consulting Engineers Council and American Society of Civil Engineers, with the term "OWNER" used therein interpreted as referring to the City and the term "ENGINEER" used therein interpreted as referring to QuesTec, and the term "the Assignment" used therein interpreted as referring to the Business Plan, are incorporated herein by reference.

5. This Agreement represents the entire and integrated agreement between the City and QuesTec and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and QuesTec.

6. The parties recognize and agree that the Business Plan provided for herein is to be used for the development of the Northwest Arkansas Multipurpose Recreation Center by Nustadia Inc. exclusively for a period of one (1) year following the delivery of the Business Plan.

7. QuesTec agrees to reimburse the City the $200,000 fee for the business plan should the Project be developed by QuesTec and/or Nustadia, their successors and assigns. Said reimbursement shall be paid by QuesTec to the City ninety (90) days following the start of construction on the project.

CITY OF FAYETTEVILLE	QUESTEC CORPORATION, a Missouri Corporation
By:______________________ Mayor	By:______________________ Joseph Greaves, Vice President
ATTEST:__________________ City Clerk	By:______________________ Gary McLagan, Secretary

A special Airport Board Meeting was held on February 24, 2000 to discuss the proposed recreational facility at Drake Field.

The following motions were made at the meeting.

* **A motion was made by Mr. Charles Wallace** that the Airport Board support further consideration of the sports arena, in other words the study, and that we request that the study test for us our serious intention that the proposed facility will be three things.

  (1). Compatible and synergistic with Drake Field Airport so that airport functions and services will be enhanced.

  (2). A direct and irrevocable revenue producer for the airport and by local commitment that surplus revenue from the operation of the arena be credited to the airport fund and used for airport development and operation.

  (3). A renewed effort to redevelop Drake Field be a part of the study seeking to have a viable general aviation airport.

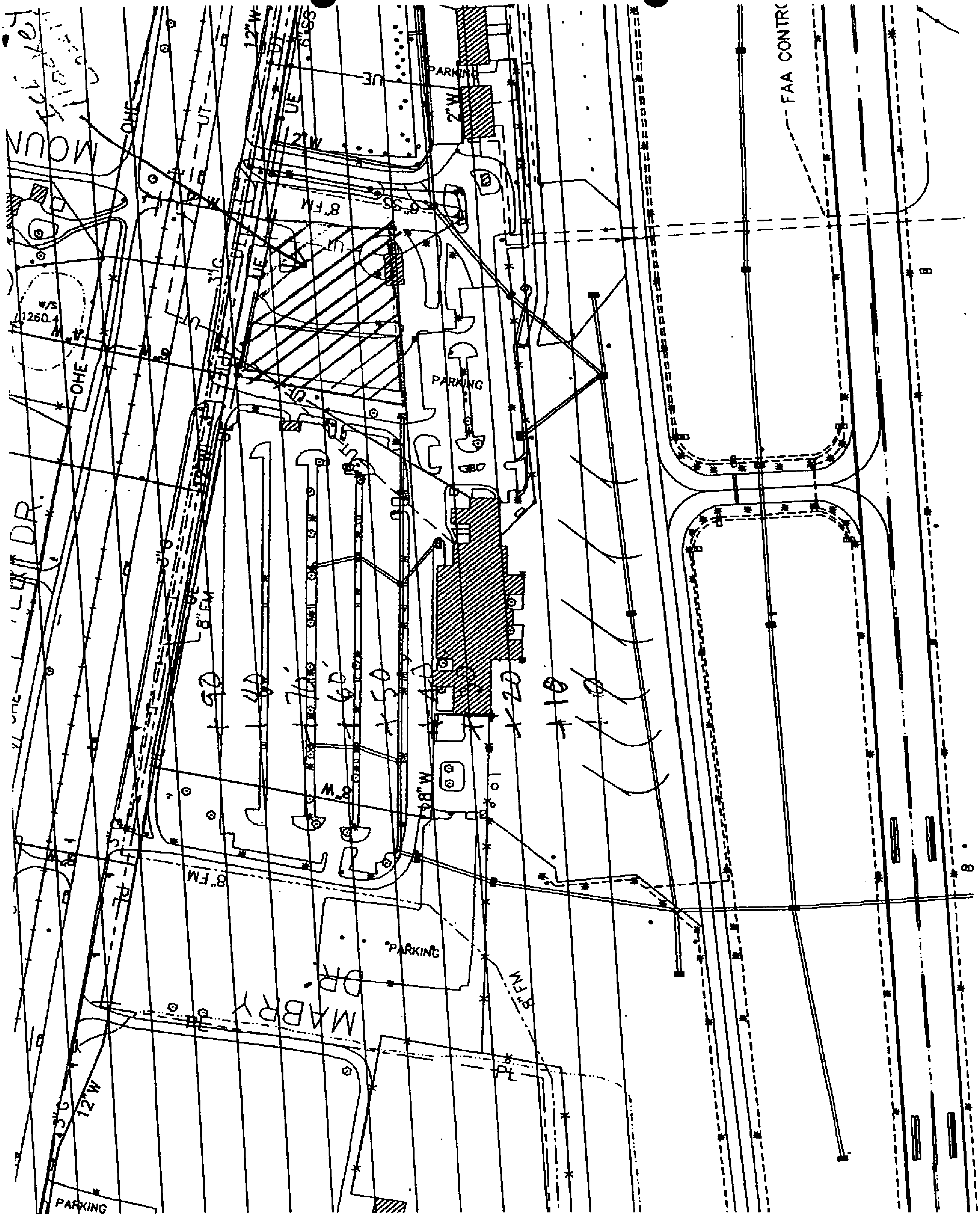
  The motion was seconded by Mr. Truman Smith.

  The motion carried

* **A motion was made** by Mr. Charles Wallace that the Airport Board would request staff to explore the negotiability of the study and seek the best possible terms for the City and the airport.

  The motion was seconded by Mr. Truman Smith.

  The motion carried.



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LAW OFFICES OF RONALD E. BUMPASS

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Fayetteville, Arkansas 72702-4105

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Mayor Fred Hanna
City Hall
Fayetteville, AR 72701

February 22, 2000

Re: Proposal for Private Arena at Drake Field

COPY

Dear Mayor Hanna,

I watched with interest recently, a re-run of the presentation for an arena to be located at Drake Field.

I would like to encourage the adoption of partial funding for the feasibility study in reference to this project. My reasons are as follows:

1. Drake Field obviously needs some new energy and synergy.
2. The proposed arena apparently will not interfere with any of the FAA requirements that might interfere with general aviation.
3. A private arena of this size and magnitude is an asset our Northwest Arkansas Community could use.
4. Apparently the flexibility of construction will allow a number of different events that will allow its use ice-hockey rink, private skating rink, profession hockey, high school basketball tournaments, indoor soccer, indoor rodeo events, motorcycle racing, car and boat shows, indoor concerts, speaking engagements, and I am sure a plethora of others that I have not contemplated.

While there are a number of other venues in Northwest Arkansas that would permit some of these activities, specifically through the University of Arkansas, the bureaucracy that an individual faces in attempting to put together a function is impossible to deal with. In this regard I think that perhaps management of the indoor track arena might permit for some of these activities, however there will be a number of severe limitations placed on anyone who wants to utilize the facility. Rational decisions are generally overturned due to some specific rule or regulation.

I see the attraction that the promoters and developers have for the location at Drake Field. I think that the utilization of this facility if properly managed, would draw folks from Ft. Smith/Van Buren area, eastern Oklahoma, southern Kansas and Missouri, as well as all of Northwest Arkansas. Obviously this would improve our city's collection on the HMR taxes as well as city and state sales taxes.

Please feel free to circulate my endorsement of this idea to other council members. Thanks for your vision and the hard work of your economic development staff in bringing this matter before the City Council.

All best personal regards,

Ron Bumpass

Ronald E. Bumpass
REB/ja

RECEIVED
FEB 23 2000
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

ORDINANCE NO. _________

AN ORDINANCE AMENDING ORDINANCE NO. 2485 OF THE CITY OF FAYETTEVILLE, ARKANSAS, AS AMENDED, TO AUTHORIZE THE FAYETTEVILLE PUBLIC FACILITIES BOARD TO ISSUE REVENUE BONDS TO FINANCE CONSTRUCTION OF RECREATIONAL AND TOURIST FACILITIES AND RESIDENTIAL UNITS FOR PERSONS OF LOW OR MODERATE INCOME

WHEREAS, the City of Fayetteville, Arkansas has created a Public Facilities Board, and, pursuant to the Arkansas Public Facilities Board Act, Ark. Code Ann. §§14-13-101, *et seq.*, has authorized the Public Facilities Board to issue revenue bonds to finance construction of residential housing, health care and related facilities provided said facilities are owned by non-profit corporations or associations; and,

WHEREAS, the Arkansas Public Facilities Board Act authorizes a public facilities board created by a municipality to issue revenue bonds for the purpose of financing construction of recreational and tourist facilities and privately-owned residential housing facilities; and,

WHEREAS, the Fayetteville City Council has determined that it is in the best interest of the economic welfare for the City of Fayetteville to authorize the Fayetteville Public Facilities Board to issue revenue bonds to provide an alternative method of financing for the construction of recreational and tourist facilities and residential units for persons of low or moderate income.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, Arkansas:

Section 1. That Section 4 of Ordinance No. 2485, of the City of Fayetteville, Arkansas, as amended, is hereby amended by adding the following:

> The Board is expressly authorized to issue revenue bonds for the purpose of financing construction of recreational and tourist facilities and qualified residential units for persons of low or moderate income as defined by Section 142(d) of the Internal Revenue Code of 1986, as amended.

PASSED AND APPROVED this ______ day of ________________, 2000.

APPROVED:

By: ________________________________
Mayor

ATTEST:

____
City Clerk

~~(D) Any office building for individuals who are not employees of a governmental unit or of the operating authority for the exempt facility.~~

~~(E) Any industrial park or manufacturing facility.~~

(d) QUALIFIED RESIDENTIAL RENTAL PROJECT.—For purposes of this section—

(1) IN GENERAL.—The term 'qualified residential rental project' means any project for residential rental property if, at all times during the qualified project period, such project meets the requirements of subparagraph (A) or (B), whichever is elected by the issuer at the time of the issuance of the issue with respect to such project:

(A) 20-50 TEST.—The project meets the requirements of this subparagraph if 20 percent or more of the residential units in such project are occupied by individuals whose income is 50 percent or less of area median gross income.

(B) 40-60 TEST.—The project meets the requirements of this subparagraph if 40 percent or more of the residential units in such project are occupied by individuals whose income is 60 percent or less of area median gross income.

For purposes of this paragraph, any property shall not be treated as failing to be residential rental property merely because part of the building in which such property is located is used for purposes other than residential rental purposes.

(2) DEFINITIONS AND SPECIAL RULES.—For purposes of this subsection—

(A) QUALIFIED PROJECT PERIOD.—The term 'qualified project period' means the period beginning on the 1st day on which 10 percent of the residential units in the project are occupied and ending on the latest of—

(i) the date which is 15 years after the date on which 50 percent of the residential units in the project are occupied,

(ii) the 1st day on which no tax-exempt private activity bond issued with respect to the project is outstanding, or

(iii) the date on which any assistance provided with respect to the project under Section 8 of the United States Housing Act of 1937 terminates.

(B) INCOME OF INDIVIDUALS; AREA MEDIAN GROSS INCOME.—The income of individuals and area median gross income shall be determined by the Secretary in a manner consistent with determinations of lower income families and area median gross income under section 8 of the United States Housing Act of 1937 (or, if such program is terminated, under such program as in effect immediately before such termination). Determinations under the preceding sentence shall include adjustments for family size. Section 7872(g) shall not apply in determining the income of individuals under this subparagraph.

(3) CURRENT INCOME DETERMINATIONS.—For purposes of this subsection—

(A) IN GENERAL.—The determination of whether the income of a resident of a unit in a project exceeds the applicable income limit shall be made at least annually on the basis of the current income of the resident.

(B) CONTINUING RESIDENT'S INCOME MAY INCREASE ABOVE THE APPLICABLE LIMIT.—If the income of a resident of a unit in a project did not exceed the applicable income limit upon commencement of such resident's occupancy of such unit (or as of any prior determination under subparagraph (A)), the income of such resident shall be treated as continuing to not exceed the applicable income limit. The preceding sentence shall cease to apply to any resident whose income as of the most recent determination under subparagraph (A) exceeds 140 percent of the applicable income limit if after such determination, but before the next determination, any residential unit of comparable or smaller size in the same project is occupied by a new resident whose income exceeds the applicable income limit.

(4) SPECIAL RULE IN CASE OF DEEP RENT SKEWING.—

(A) IN GENERAL.—In the case of any project described in subparagraph (B), the 2d sentence of subparagraph (B) of paragraph (3) shall be applied by substituting—

(i) '170 percent' for '140 percent', and

(ii) 'any low-income unit in the same project is occupied by a new resident whose income exceeds 40 percent of area median gross income' for 'any residential unit of comparable or smaller size in the same project is occupied by a new resident whose income exceeds the applicable income limit'.

(B) DEEP RENT SKEWED PROJECT.—A project is described in this subparagraph if the owner of the project elects to have this paragraph apply and, at all times during the qualified project period, such project meets the requirements of clauses (i), (ii), and (iii).

(i) The project meets the requirements of this clause if 15 percent or more of the low-income units in the project are occupied by individuals whose income is 40 percent or less of area median gross income.

(ii) The project meets the requirements of this clause if the gross rent with respect to each low-income unit in the project does not exceed 30 percent of the applicable income limit which applies to individuals occupying the unit.

(iii) The project meets the requirements of this clause if the gross rent with respect to each low-income unit in the project does not exceed 1/2 of the average gross rent with respect to units of comparable size which are not occupied by individuals who meet the applicable income limit.

(C) DEFINITIONS APPLICABLE TO SUBPARAGRAPH (B).—For purposes of subparagraph (B)—

(i) LOW-INCOME UNIT.—The term 'low income unit' means any unit which is required to be occupied by individuals who meet the applicable income limit.

(ii) GROSS RENT.—The term 'gross rent' includes—

(I) any payment under section 8 of the United States Housing Act of 1937, and

(II) any utility allowance determined by the Secretary after taking into account such determinations under such section 8.

(5) APPLICABLE INCOME LIMIT.—For purposes of paragraphs (3) and (4), the term 'applicable income limit' means—

(A) the limitation under subparagraph (A) or (B) of paragraph (1) which applies to the project, or

(B) in the case of a unit to which paragraph (4)(B)(i) applies, the limitation which applies to such unit.

(6) SPECIAL RULE FOR CERTAIN HIGH COST HOUSING AREA.—In the case of a project located in a city having 5 boroughs and a population in excess of 5,000,000, subparagraph (B) of paragraph (1) shall be applied by substituting '25 percent' for '40 percent'.

(7) CERTIFICATION TO SECRETARY.—The operator of any project with respect to which an election was made under this subsection shall submit to the Secretary (at such time and in such manner as the Secretary shall prescribe) an annual certification as to whether such project continues to meet the requirements of this subsection. Any failure to comply with the provisions of the preceding sentence shall not affect the tax-exempt status of any bond but shall subject the operator to penalty, as provided in section 6652(j).

(8) FACILITIES FOR THE FURNISHING OF WATER.—For purposes of subsection (a)(4), the term 'facilities for the furnishing of water' means any facility for the furnishing of water if—

(1) the water is or will be made available to members of the general public (including electric utility, industrial, agricultural, or commercial users), and

(2) either the facility is operated by a governmental unit or the rates for the furnishing or sale of the water have been established or approved by a State or political subdivision thereof, by an agency or instrumentality of the United States, or by a public service or public utility commission or other similar body of any State or political subdivision thereof.

1982. The TEFRA amendments related to some of the controversial issues which arose out of proposed regulations published in May of 1982, *e.g.*, duration of 20% low or moderate income requirement, duration of project rental period, and the meaning of "low or moderate" income. IRS' final regulations, which took the TEFRA amendments into account, were issued on October 12, 1982. *See* Reg. § 1.103-8(b).

The 1984 Act significantly revised 1954 Code Section 103 by adding several new conditions of tax-exemption for IDBs and certain other private purpose bonds. Multifamily housing bonds financed under Section 103(b)(4)(A) or Section 11(b) of the United States Housing Act of 1937, as amended, were excepted from most of the new requirements of the 1984 Act, including the federal guarantee prohibition, the volume cap, the IDB arbitrage rules and stricter depreciation rules for bond financed facilities. Multifamily housing bonds, however, were made subject to the federal guarantee prohibition against so-called "FSLIC bonds," and the restrictions on the use of proceeds for land and existing facilities. Also, housing bonds issued under Section 11(b) of the United States Housing Act of 1937 were required to meet all applicable provisions of 1954 Code Section 103 in order to be tax-exempt. See Chapters II.C. and III.B.

The 1984 Act also amended Section 103(b)(4) by providing that a multifamily project will not fail to qualify under subsection (A) if part of the building in which the project is located has a different use.

Proposed Regulations under section 1.103-8(b) were issued in November 1985.

3. Statutory Requirements for Tax-Exempt Bonds Financing Qualified Residential Rental Projects

a. Residential Use. Facilities must be for residential use. The 1980 Act House Report (H.R. Rep. No. 96-879) provides that the facilities must consist of "units that contain complete living facilities which are to be used on other than a transient basis." Prop. Reg. section 1.103-8(b)(4) contains proposed rules regarding "mixed use" of residential rental projects.

b. Low Income Targeting. A "qualified residential rental project" must meet either of the following low income tenant qualification requirements under Section 142(d)(1):

(i) 40% or more of the units are occupied by individuals having incomes of 60% or less of the area median gross income (unless the project is in New York City in which case 25% is substituted for 40% pursuant to section 142(d)(6)); *or*

(ii) 20% or more of the units are occupied by individuals having incomes of 50% or less of the area gross median income.

The issuer must to elect compliance with (A) or (B) at the time the bonds are issued. Once made, the election is irrevocable. The requirement appears to be satisfied only by actual occupancy of the units, a standard which may be different from the 1954 Code, which arguably permitted units to be held open for occupancy by low or moderate income tenants and vacant units formerly occupied by low or moderate income tenants to be treated as satisfying the prior 20% targeting requirement. *See* I.R.C. § 103(b)(4)(A); *cf.* Prop. Reg. § 1.103-8(b)(5)(ii).

Section 142(d)(2)(B) requires that the median gross income of a tenant will be determined by the Treasury Department in a manner consistent with HUD Section 8 program which includes adjustments for family size. *Cf.* Reg. § 1.103-8(b)(8)(v) (which does not contain the family size adjustment required by Section 142(d)(2)(B) and Prop. Reg. § 1.103-8(b)(8)(v)). Rev. Proc. 89-24 provides that the HUD-published very low income limits (50% of median) should be used in determining compliance with the section 142(d)(1) targeting rules and may be relied upon until 30 days after the IRS publishes a notice indicating that HUD has released updated data. In PLR 8641067, the IRS ruled that a 1986 current refunding of a 1954 Code bond issue did not have to satisfy retroactively the family size adjustment regulations.

As under prior law, the project being financed is still treated as a "qualified residential rental project" even if other non-bond-financed portions of the building are used for non-housing purposes (*i.e.*, a mixed-use structure).

The income targeting requirements referred to above must be met at all times during the "qualified project period." Unlike prior law, Section 142(d)(3) requires that the income qualification determinations with respect to the current tenants of a project be made at least annually based on the tenant's current income rather than its income at initial occupancy. A resident whose income upon initial occupancy did not exceed the applicable limit will continue to be a qualified resident for purposes of the low income unit targeting requirements *unless* the resident's income as of the most recent determination exceeds 140% of the applicable income limit, and prior to the next income determination, a unit of comparable or smaller size is occupied by a new resident whose income *exceeds* the applicable limit.

This provision avoids income targeting noncompliance (and possible tenant eviction) as long as a unit of comparable or smaller size is rented to a qualifying low income tenant once a tenant's income exceeds 140% of the applicable income limit. If the deep rent skewing rules are elected (described below) the rule is different.

c. Qualified Project Period. Prior law required that income restrictions be maintained for the term of the "qualified project period" and that projects be maintained as rental projects for the longer of such qualified project period or the remaining term of the bonds. Section 142(d) combines these requirements into a single definition of "qualified project period." Such term is defined to mean the period *beginning* with the first day on which 10% of the units are occupied (as opposed to prior law, which would begin with the date of issuance of the bonds, if later) and *ending* on the later of:

(i) the date 15 years after the date on which the 50% of the units are occupied (as opposed to prior law, which contained a 10-year requirement),

(ii) the first day on which no bond is outstanding (as opposed to prior law, which utilized the term "qualified number of days" to mean 50% of the term of the bond with the longest maturity), or

(iii) the date on which any Section 8 assistance terminates (the same as prior law).

This definition makes clear that retirement of the bond issue after the expiration of the minimal 15-year period will entitle the project owner to rent to all persons regardless of income, or to convert units to condominium ownership.

d. Deep Rent Skewing. Section 142(d)(4) provides that the owner of a qualified residential rental project may elect to satisfy certain "deep rent skewing" provisions in order to obtain a more liberal set of income targeting rules. A "deep rent skewed project" must comply with the following three requirements at all times during the "qualified project period": (1) 15% or more of the low-income units in the project are required to be occupied by individuals whose income is 40% or less of the area median gross income; (2) the gross rent charged to each low income unit must not exceed 30% of the applicable income limits that apply to each tenant; and (3) the gross rent charged with respect to each low income unit must not exceed one-half (increased from one-third by the 1989 Act) of the average gross rent charged with respect to units of comparable size not occupied by qualified low income tenants.

If a project qualifies as a "deep rent skewed project," then it will receive different treatment for tenants continuing to occupy the low income units. A tenant will continue to qualify as a low income tenant unless such tenant's income exceeds 170% of the applicable income limit as of the most recent annual determination date and prior to the next succeeding determination date, a unit of comparable or smaller size inhabited by a qualifying tenant is vacated and is inhabited by a new tenant whose gross income exceeds 40% of area median gross income. This rule effectively slows the need to rent vacated units to low income tenants but requires such rentals to be made to very low income (40% or less of median) tenants.

e. Annual Certification of Compliance. Section 142(d)(7) requires the project operator to certify annually to the Treasury that the project currently is in compliance with the targeting requirements. Failure to meet this requirement will not cause interest on the bonds to become taxable, but will cause a $100 penalty under Code Section 6652(j) to be assessed against the operator.

4. Regulations

a. Background. Proposed regulations under Section 103(b)(4)(A) reflecting 1980 Act amendments were published on May 26, 1982. TEFRA was then enacted and amended Section 103(b)(4)(A) in several respects. Final regulations (under Reg. section 1.103-8(b)) were issued on October 12, 1982, taking into account the TEFRA amendments. Proposed amendments to Reg. section 1.103-8(b) were published in November 1985.

b. Regulatory Framework. Reg. section 1.103-8(b)(1)-(9) contains regulations for bonds issued under 1954 Code Section 103(b)(4)(A) after April 24, 1979, unless a transitional rule in Section 1104 of the 1980 Act applies. Reg. section 1.103-8(b)(10) applies to bonds issued prior to April 25, 1979.

Greenfield Commons
Fayetteville, Arkansas

Executive Summary

The proposed Greenfield Commons apartment complex will be located on Rupple Road in the City of Fayetteville, Arkansas. The complex will contain 212 apartment unites for persons of varying ages and income levels. The project will be financed through the use of tax-exempt bonds and low income housing tax credits allocated from the State of Arkansas. These units will be designated as affordable housing and as such will house qualifying persons whose income falls within 50 to 60 percent of the median income level of the Fayetteville MSA. These prospective tenants include; teachers, nurses, police officers, fire fighters, and retirees.

This garden apartment complex will consist of approximately 20 one bedroom, 13 two bedroom, and 20 three bedroom units containing, 750, 894, and 1,037 square feet, respectively. The units will be equipped with dishwashers, disposals, oven/stove combination, and refrigerators. The amenities for the site include a clubhouse, with clubroom, swimming pool, office. Laundry facilities, a children's playground with equipment/accessories, ceiling fans, and washer/dryer hook-ups. These unites will be constructed within the regulations of existing building codes and are designed to be energy efficient as well as aesthetically pleasing to both the tenants and the surrounding community.

It is our understanding that the demand in Fayetteville is high for both public and affordable housing. Our complex would bring approximately 212 units to the area and provide this much needed housing. Our complex is comprised of larger than average unit and our amenities package supasses most market rate complexes.

Additionally, the Fayetteville economy will benefit from the construction and operation of our proposed complex. During the construction period, the city will receive direct income from site, review, permitting, tap and other fees. The contractors will be working for a period of one year and during this time those from outside of the Fayetteville area will have to purchase food, fuel, hotel rooms, and rent housing from other businesses in the immediate are. Local suppliers and subcontractors will be used for various phases of the project, infusing both direct and indirect monies to the local businesses.

Hard construction costs are currently estimated at over $8,222,000.00. Any portion of this cost which flows to local suppliers, subcontractors, distributors, and other businesses is money that although kept within the State of Arkansas is spent in Fayetteville. During the normal operation of the complex, seven to ten permanent jobs will be created for leasing agents, managers, and maintenance staff. Additionally, certain services, such as cable television, landscaping, and trash removal will be required of other local business. Again, the local governments benefit, this time from higher tax revenues generated through operation of a residential property rather than vacant land.

Participants
Greenfield Commons
Fayetteville, Arkansas

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Affhouse, LLC

Gary R. Gibbs, President of Affhouse, LLC has been in the development and construction of all types of affordable housing for over 20 years. His experience covers most areas of Multi-Family Housing available in the marketplace. From affordable to luxury housing, he has participated in all types with conventional and tax exempt financing. The types include; Section 23 Lease Housing, Section 8 Housing for both elderly and family, Farmers Home 515, Market Rate Apartments, HOME Program Properties and Low Income Housing Tax Credit Program unites both tax exempt and conventional. The following is a partial list of his developments.

Elderly Housing	**Units**
Chateau du Lac	200
Hillside Village	100
Shepard Park Village	80
J. B. Goldberg Towers	150
University Place	80
Ferncrest Manor (assisted living)	350 beds
Market Rate	
Sommerset Apartments	104
North Pointe Apartments	104
Emberwood Apartments	269
Magnolia Pointe Apartments	148
Cedars Apartments	168
Home / Tax Credits	
Vivian Place	40
Lafayette Seniors	80
Longport Seniors	40
Natchitoches Seniors	40
Leesville Seniors	40
Magnolia Place	40
Heritage Village	40
Kensington Village	40
Tupelo Seniors	40
Tax Credits / Conventional	
Pineridge Apartments	180
Oak Ridge Apartments	250
Tax Credit / Tax Exempt	
Bryton Hills	200
Williamsburg South	204
Meadowridge Apartments	356
Pleasant Run	130
Forest Ridge Apartments	327
Emerald Edge Apartments	170
Westlake Apartments	240

KAUFMAN AND BROAD MULTI-HOUSING GROUP, INC.: AN OVERVIEW

LONG BEACH, Calif. – Kaufman and Broad Multi-Housing Group, Inc. ("KBMH") is a wholly owned subsidiary of Kaufman and Broad Home Corporation (NYSE: KBH), a leader for more than four decades in delivering quality and value in the first-time and move-up buyer segments of the for-sale home building business. Since its founding in 1994, KBMH has itself grown to become one of the nations premiere developers and financiers of affordable family and seniors housing.

Kaufman and Broad's corporate commitment to quality and affordability is evident in KBMH's activities. KBMH focuses on the design, development and financing of low to moderate income apartment communities utilizing federal Section 42 Low income Housing Tax Credits, Tax Exempt Mortgage-Backed Revenue Bonds, HUD and Fannie Mae affordable housing grants as well as a variety of state and local housing programs. Since its inception, KBMH has planned, built and/or financed more than 5,000 affordable housing units to date, mostly in California, Colorado, and Utah. The firm has also completed numerous developments and tax credit syndications throughout the nation, and continues to pursue addition opportunities in markets coast to coast.

In addition to its development activity, KBMH also purchases and resells tax credits to and from other corporate investors at highly competitive prices. The company is able to provide either a portion or the complete framework of an affordable housing program, including the arranging of both construction and permanent financing. Thanks to its experience and resources, KBMH has become a valued partner with local governments and the nonprofit housing community in their efforts to meet local affordable housing needs.

KBMH strives to deliver an attractive product that is indistinguishable from market-rate apartment complexes in the surrounding community. Affordable housing communities often serve larger social needs as well helping to stabilize and reinvigorate neighborhoods in decline, or creating "infill" housing opportunities in redevelopment areas.

KBMH brings unparalleled financial strength to the table, along with a depth of construction experience and an understanding of all aspects of the development process few other builders can match. The company's success in the affordable rental housing industry is due in large part to its recognition of the fact that no two developments are exactly alike, so flexibility, creativity and resourcefulness are critical attributes that make KBMH a uniquely qualified affordable housing partner. KBMH's property management subsidiary helps keep tax credits in place by ensuring longevity and full occupancy over the life of each community.

KBMH also draws regularly on its parent company's award-winning architecture department for attractive yet functional low cost design plans, and on its national buying program, under which the firm purchases construction materials in bulk, keeping costs as low as possible and helping ensure that communities are delivered on time and on budget.

As both multi-family and senior housing specialists, KBMH has built a solid reputation among its partners for creativity as well as results. For more information about how KBMH can help meet the unique needs of your affordable housing development opportunity, call Craig Farmer at (562) 256 – 2000.

KAUFMAN & BROAD
MULTI-HOUSING GROUP, INC.

[illegible]

NAME OF PROJECT	CITY AND STATE	ADDRESSES	TYPE	KBMHFS ROLE	UNITS	UNIT SIZE SQ. FT.	NON-PROFIT PARTNER	UNIT MIX NO. OF BR
TAX-EXEMPT BONDS / 4% TAX CREDIT PROJECTS								
Civic Center Senior Villas	Chino, CA	13160 Sixth Street	S	D	104	528 - 715	LINC	1,2
Gateway Town Center	Chula Vista, CA	Palamar & La Merdia Rd.	F	Co-D/EI	440	726-1,167	PSCDC	1,2,3
Woodlands Apts.	Fort Collins, CO	1025 Wakerobin Lane	F	D/EI	116	650-1107	FFAH	1,2,3
Seasons II*	Lakewood, CA	21309 Bloomfield Avenue	S	D/EI	85	456-730	LINC	1,2
Summerhill Apts.	Las Vegas, NV	3630 E. Owens Ave.	F	D/EI	221	800-1100	N/A	2,3,4
Norwalk Senior Apts.	Norwalk, CA	San Antonio Blvd.	S	D/EI	240	525-700	FFAH	1,2
Salinas Sr. Apts.	Salinas, CA	Mesquite & Boronda	S	D/EI	132	525-700	CHBA	1,2
Christ The King	San Antonio, TX	4500 W. Martin St.	S	EI	48	550-780	SAHA	1,2
Stonegate	San Jose, CA	4401 Renaissance Drive	F	D/EI	120	634-1036	CHBA	1,2,3
Villa Savannah	San Jose, CA	4501 Renaissance Drive	F	D/EI	140	634-1036	O.B.	1,2,3
Seasons	San Juan Capistrano, CA	31641 Rancho Viejo Road	S	D/EI	112	460-686	LINC	1,2
Harmony Court*	Torrance, CA	4502 186th Street	S	D/EI	187	500-787	FFAH	1,2
9% TAX CREDIT DEVELOPMENTS								
Senior Cottages	Anderson, IN	400 Block of Marine Drive	S	D/EI	120	792-1081	N/A	1,2,3
Harmony Court	Bakersfield, CA	5948 Victor Street	S	D/EI	96	460-686	O.B.	1,2
Summerhill Apts.	Bakersfield, CA	6200 Victor Street	F	D/EI	128	877-1217	O.B.	2,3,4
Canyon Hills	Bakersfield, CA	Auburn Street East of Fairfax	S	EI	74	600-960	CHAG	1,2
Central Gardens	Buellton, CA	590 Central Avenue	F	EI	12	750-1200	SBCHC	1,2,3
Harmony Park	Buena Park, CA	7252 Melrose Street	S	D/EI	59	525-700	LINC	1,2
Parkview Apts.	Caldwell, ID	Parker & Morrison	F	D/EI	87	649-1080	N/A	1,2,3
Glenview Apts.	Cameron Park, CA	2361 Bass Lake Road	F	D/EI	88	750-1200	O.B.	1,2,3,4
Columbia Village Apts	Columbia, CA	11439 Columbia Village Drive	F	EI	86	894-1472	O.B.	2,3,4
Homes of Persimmon	Dallas, TX	3100 Persimmons Road	F	EI	180	1,020-1,400	N/A	2,3,4
Florence Park Apts.	Florence, AZ	Stewart Street	F	Co-D/EI	88	838-996	N/A	2,3
Fort Collins Senior	Fort Collins, CO	SE Corner/JFK Pwky/Troutman	S	D	72	525-700	AHA II	1,2
Brentwood Oaks Apts.	Fredricksburg, TX	604 S. Eagle Street	F	Co-D/EI	74	750-110	N/A	1,2,3
Courtyard Apts.	Fullerton, CA	4127 West Valencia Drive	F	D/EI	108	812-1309	FFAH	2,3,4
Oaks at Georgetown	Georgetown, TX	550 West 22nd Street	F	D/EI	192	644-1060	FFAH	1,2
San Jacinto Apts.	Jackpot, NV	Lady Luck Dr/Poker Street	F	D/EI	50	838-996	N/A	2,3
Oakhills	Jamestown,CA	11459 Preston Lane	F	EI	80	850-1050	O.B.	1,3
Sunset Palms	Las Vegas, NV	Doolittle Avenue	F	D/EI	56	800-1200	N/A	2,3,4
Sunset Park Family I	Las Vegas, NV	Martin Luther King Blvd.	F	D/EI	48	883-1,217	CDPCN	2,3,4
Montclair Apts.	Lemoore, CA	Linda Lane	F	Co-D/EI	80	850-1,050	FFAH	2,3
East Linda Gardens	Linda, CA	N Beale Rd/College View Drive	F	EI	103	650-1213	O.B.	1,2,3,4
Kailani Village	Lompoc, CA	220 West North Street	F	EI	188	599-1200	TBD	1,2,3,4
Madera Family Apts.	Madera, CA	Monterey Street	F	EI	75	861-1210	O.B.	2,3,4
Mesa Park Apts.	Mesa, AZ	Date Street & 8th Avenue	F	Co-D/EI	140	838-996	N/A	2,3
Harmony Creek*	Orange, CA	1616 E. Rock Creek Boulevard	S	D/EI	83	488-683	OHDC	1,2
Indian Ridge Apartments	Osawatomie, KS	201 Happy Place	F	D	36	600 - 748	N/A	1,2
Palm Terrace Apts	Oxnard, CA	7TH and C Street	F	EI	51	550-1,040	TBD	1,2,3
Gateway Plaza Apts	Oxnard, CA	1725 S. Oxnard Blvd	SRO	EI	107	407-720	SBHAC	0
Stonegate Village	Pueblo, CO	Spaulding Road	F	EI	55	867-1242	N/A	2,3,4
Ramona Gardens	Ramona, CA	1801 - 1891 La Brea Ave.	F	D	58	764-1025	O.B.	2,3
Harden Ranch	Salinas, CA	1907 Dartmouth Way	F	D/EI	100	656-1380	CHISPA	1,2,3,4
Sands Drive	San Jose, CA	300 Sands Drive	F	Co-D/EI	112	750-1050	CHD	2,3,4
De La Vina	Santa Barbara, CA	1116 De La Vina Street	S	EI	98	325-520	SBHAC	0,1
Westside Village	Shafter, CA	595 Vera Cruz Way	F	EI	81	1025-1233	O.B.	3,4
Rory Lane Senior Apts	Simi Valley, CA	Rory Lane South of LA Ave.	S	D/EI	69	418-637	FFAH	1,2
Simi-Madera Apts.	Simi Valley, CA	Madera Rd. N Woodranch Pkwy	S	D	136	525-700	FFAH	1,2
San Vicente Townhomes	Soledad, CA	250 San Vicente Road	F	D/EI	50	256-1502	CHISPA	1,2,3
Forest View	Sonora, CA	Hess Avenue/Highway 108	S	EI	60	600-850	O.B.	1,2
Forest View Apt.	Sonora, CA	Hess Ave. & Hwy 108	S	EI	60	600-850	O.B.	1,2
Monte Vista Apts.	Spring Valley, CA	Jamacha Road	F	D/EI	52	722-1020	FFAH III	2,3
Deer Run Apartments	Springdale, AR	TBD	F	D/T	108	892 - 1,052	N/A	2,3
Las Villas de Kino	Tucson, AZ	515 S. Forgeus Avenue	F	I	240	750 - 1,025	N/A	1,2,3
Country Manor	Tulare, CA	955 N. "A" Street	F	EI	42	861-1041	O.B.	2,3
Solano Vista Senior Apts.	Vallejo, CA	Valley Vista & Sonoma Blvd.	S	D/EI	96	525-700	CHBA	1,2
Valley Village	Valley Village, CA	12111 Chandler Blvd.	S	D/EI	188	525-711	FFAH	1,2
Northside Commons	Victorville, CA	Hesperia Road/Chalon Road	F	EI	83	671-1299	O.B.	1,2,3,4
Western Heights	Waterford, CA	128 S. Western Avenue	F	EI	40	701-1148	O.B.	1,2,3
West Valley Senior Apts.	West Valley, UT	3521 West 3100 South	S	D/EI	96	460-686	N/A	1,2
Toana Vista	West Wendover, NV	Tibetts Boulevard	F	D	36	790-1223	CFAH	2,3,4
		Total Units All Projects			6,366			

Co-D = Co-Developer

D = Developer

EI = Equity Investor

* Ground Lease

1999

Résumé of Lowell T. Shoemaker, AIA - Architect

Regarding the Planning and Design of

Multi - Housing Projects

Lowell T. Shoemaker has been a Registered architect since 1959, and became a partner in C. A. Frey - Shoemaker - Colbert - Brodnax Architects - Engineers in 1964. In 1965, the firm entered the domain of public housing. In 1967 this firm, along with the U. S. Public Housing Authority, later known as H. U. D., developed the "Turnkey Low Rent Housing Program." Mr. Shoemaker was subsequently asked by his partners to oversee the planning and design of housing for the firm.

In conjunction with this work, Mr. Shoemaker has served on several different committees of The National Association of Home Builders while continuing to work with H.U.D., various state organizations, and directly with The U.S. Congress to bring affordable housing in many forms to our citizens. These programs included apartment projects using; the 221 - D4 Program, 236 Housing, F.M.H.A. Rural Rental Housing, privately financed and various bond and tax credit programs.

Approximately 120 separate developments have been constructed as of this year including four projects completed within the last three years. Project size has ranged from 20 units to several hundred units. Mr. Shoemaker worked directly with the Southeastern Regional H.U.D. office in Atlanta, Georgia to help effect the development of several large projects on the Mississippi Gulf Coast after Hurricane Camille in 1973.

Mr. Shoemaker holds an NCARB certificate and has designed multi - housing projects in Louisiana, Arkansas, Mississippi, Texas, Oklahoma, and Florida.

C.C. Handout 2/29/00.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
FRED B. HANNA, MAYOR

4500 S. School Ave., Ste. A
Fayetteville, AR 72701
Telephone: 501-575-8301
Fax: 501-575-8304

Economic Development Department
Alett S. Little, Director

TO: Fayetteville City Council

FROM: Alett Little, Economic Development Director

DATE: February 25, 2000

SUBJECT: Additional Materials for the Special Council Meeting of February 25, 2000

Thank you for your continued interest in the multipurpose sports complex and especially for holding a special meeting to address the issue.

I am transmitting additional information which has been requested or generated since your last agenda packet. I trust this information will be helpful and that you will feel comfortable to call me if you have any questions with which I may assist you.

1. Revised contract - changes have been made to the contract which appeared in your agenda packet. The first set of changes appears in blue - these were available at your meeting of February 15, 2000. Additional changes have been made and those changes appear in red. The revised version has been presented to the developers, and they are in agreement with those changes.

   One additional change which may need to be discussed is the payment schedule which is detailed in paragraph three of the contract. Comments have been raised that it may not be advisable for the City to pay $175,000 after only 60 days of the contract have lapsed.

2. The Airport Board held a special meeting February 24, 2000 to provide additional opportunity for public comment on the proposal. Four members of the Board were present and they voted unanimously to endorse the expenditure of the $200,000 for the study. Their motion carried several conditions and therefore, a copy of the motions made by the Board are attached so you will know their intentions.

3. Map showing one possible location for the arena at the north end of the terminal. The shaded area represents about three acres - or an area roughly equivalent to the 130,000 - 140,000 square foot arena proposed by the developers.

4. I have requested and received detailed financial data on both QuesTec and Nustadia. As both entities have requested that this information be maintained in confidence and FOIA allows for protection of financial data, I have not reproduced this information. I have, however, have asked and received their permission to share this information with you in one on one sessions. If you are interested just let me know and we can get together any time Monday or Tuesday in the morning.

5. To give us a better perspective on these types of arena projects, Mr. Tom Engle of the St. Charles arena will attend the Council meeting on February 29, 2000. Mr. Engle is in a unique position to provide us with valuable information as he served as the County Administrator during the time the arena was being negotiated and planned; and then he left that post to become the arena manager. So, he has seen the project from both sides of the fence, so to speak.

6. A letter endorsing the project has been received from Ron Bumpass. As I am not certain whether you have seen this correspondence, or not, I am attaching a copy of it.

Exclusive Agreement for the Preparation of a Business Plan Leading to the Development of the Northwest Arkansas Multipurpose Recreation Center

THIS AGREEMENT is made this _______ day of February, 2000, by and between the City of Fayetteville ("City") and QuesTec Corporation, a Missouri corporation ("QuesTec") to prepare a business plan leading to the development of the Northwest Arkansas Multipurpose Recreation Center ("the Project").

IN CONSIDERATION of the mutual covenants and agreements set forth herein, the City and QuesTec agree as follows:

1. During the one hundred twenty (120) day period following the date of this Agreement, QuesTec, with the cooperation of the City, will develop a comprehensive Business Plan for the Project to be jointly owned by the City and QuesTec, which will include the following:

Delivery Schedule week | Schedule of Payment 100,000 on Signing

- 1 - 6: A facility needs analysis.
- An economic impact analysis.
- A local demographic market study.
- 2 - 8: A written architectural program, including ADA assessment.
- An area site plan.
- An arena concept design.
- 6 - 12: Schematic Design development plans and performance specifications. 75000 at 12 wk
- 10 - 14: A detailed construction budget.
- 8 - 16: A forecast of revenue and operating expenses.
- A total project development budget.
- 10 - 16: A detailed business plan including ownership structure and financing formula. 25000 at 16 wk
- ~~A feasibility study by a firm satisfactory to a financial institution sufficient to complete the financing of the project.~~
- This detailed business plan will be made available to financial institutions for their required due diligence to accomplish financing for the facility.

2. For a period of one (1) year from the date of delivery of the Business Plan, the City will deal exclusively with QuesTec, and shall not initiate, respond to or participate in any discussion or negotiation with any other person or entity concerning the potential development or construction of a new multipurpose recreation center or similar project or any matter related to or ancillary thereof without written notification that the project has been abandoned by QuesTec. Similarly, for a period of one (1) year from the date of delivery of the Business Plan, QuesTec shall not initiate, respond to or participate in any discussion or negotiation concerning the potential development or construction of the new multipurpose recreation center or similar project within the distance of 50 miles from the City's boundaries.

3. The City shall pay QuesTec a fixed fee in the sum of Two Hundred Thousand Dollars ($200,000), payable as follows:

A. One Hundred Thousand Dollars ($100,000) fifteen (15) days after the date of this Agreement; and

B. Seventy-five Thousand Dollars ($75,000) forty-five (45) days after the date of this Agreement; and

C. Twenty-five Thousand Dollars ($25,000) within fifteen (15) days after delivery of the Business Plan.

4. While the parties understand that this contract is not a contract for professional engineering services, the terms and provision of Sections 3.1, 3.2, 3.3, 3.5, 5.1.2, 5.4, 6.2, 7.2, 7.3.1, 7.3.2, and 7.4 of the Standard Form of Agreement Between Owner and Engineer for Study and Report Professional Services, EJDC No. 1910-19 (1985 Edition) as Issued and Published Jointly By Professional Engineers in Private Practice, A Practice Division of the National Society of Professional Engineers, American Consulting Engineers Council and American Society of Civil Engineers, with the term "OWNER" used therein interpreted as referring to the City and the term "ENGINEER" used therein interpreted as referring to QuesTec, and the term "the Assignment" used therein interpreted as referring to the Business Plan, are incorporated herein by reference.

5. This Agreement represents the entire and integrated agreement between the City and QuesTec and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and QuesTec.

6. The parties recognize and agree that the Business Plan provided for herein is to be used for the development of the Northwest Arkansas Multipurpose Recreation Center by Nustadia Inc. exclusively for a period of one (1) year following the delivery of the Business Plan.

7. QuesTec agrees to reimburse the City the $200,000 fee for the business plan should the Project be developed by QuesTec and/or Nustadia, their successors and assigns. Said reimbursement shall be paid by QuesTec to the City ninety (90) days following the start of construction on the project.

CITY OF FAYETTEVILLE	QUESTEC CORPORATION, a Missouri Corporation
By:____________________ Mayor	By:____________________ Joseph Greaves, Vice President
ATTEST:__________________ City Clerk	By:____________________ Gary McLagan, Secretary

A special Airport Board Meeting was held on February 24, 2000 to discuss the proposed recreational facility at Drake Field.

The following motions were made at the meeting.

* **A motion was made by Mr. Charles Wallace** that the Airport Board support further consideration of the sports arena, in other words the study, and that we request that the study test for us our serious intention that the proposed facility will be three things.

(1). Compatible and synergistic with Drake Field Airport so that airport functions and services will be enhanced.

(2). A direct and irrevocable revenue producer for the airport and by local commitment that surplus revenue from the operation of the arena be credited to the airport fund and used for airport development and operation.

(3). A renewed effort to redevelop Drake Field be a part of the study seeking to have a viable general aviation airport.

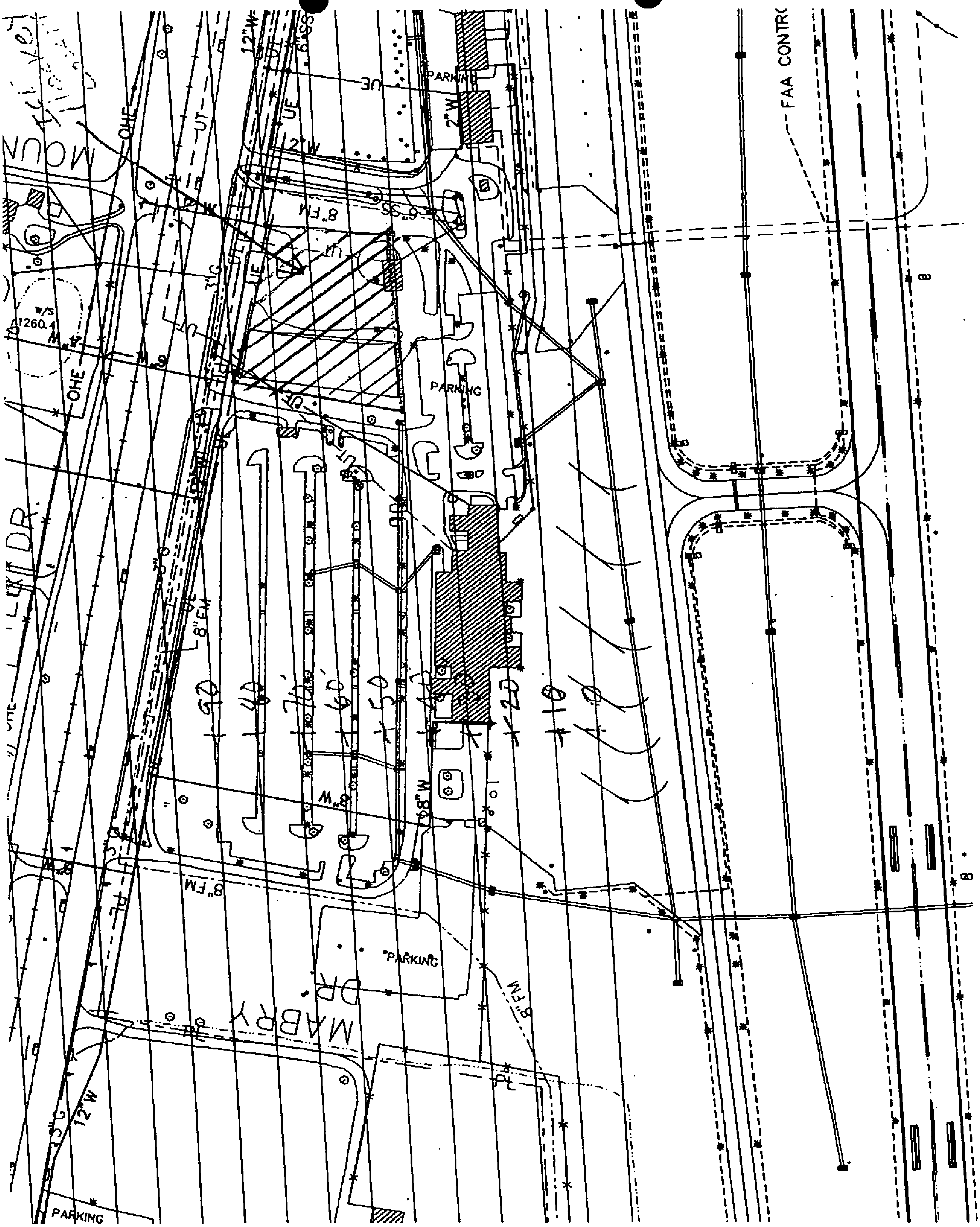
The motion was seconded by Mr. Truman Smith.

The motion carried

* **A motion was made** by Mr. Charles Wallace that the Airport Board would request staff to explore the negotiability of the study and seek the best possible terms for the City and the airport.

The motion was seconded by Mr. Truman Smith.

The motion carried.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PL

Alett fax
575-8304

LAW OFFICES OF RONALD E. BUMPASS

P. O. Box 4105

Fayetteville, Arkansas 72702-4105

Telephone:
(501) 521-3172
http://www.ipa.net/~reb/RonBumpass.htm

Telecopier:
(501) 521-5928
E-Mail: REB@ipa.net

Mayor Fred Hanna
City Hall
Fayetteville, AR 72701

February 22, 2000

Re: Proposal for Private Arena at Drake Field

COPY

Dear Mayor Hanna,

I watched with interest recently, a re-run of the presentation for an arena to be located at Drake Field.

I would like to encourage the adoption of partial funding for the feasibility study in reference to this project. My reasons are as follows:

1. Drake Field obviously needs some new energy and synergy.
2. The proposed arena apparently will not interfere with any of the FAA requirements that might interfere with general aviation.
3. A private arena of this size and magnitude is an asset our Northwest Arkansas Community could use.
4. Apparently the flexibility of construction will allow a number of different events that will allow its use ice-hockey rink, private skating rink, profession hockey, high school basketball tournaments, indoor soccer, indoor rodeo events, motorcycle racing, car and boat shows, indoor concerts, speaking engagements, and I am sure a plethora of others that I have not contemplated.

While there are a number of other venues in Northwest Arkansas that would permit some of these activities, specifically through the University of Arkansas, the bureaucracy that an individual faces in attempting to put together a function is impossible to deal with. In this regard I think that perhaps management of the indoor track arena might permit for some of these activities, however there will be a number of severe limitations placed on anyone who wants to utilize the facility. Rational decisions are generally overturned due to some specific rule or regulation.

I see the attraction that the promoters and developers have for the location at Drake Field. I think that the utilization of this facility if properly managed, would draw folks from Ft. Smith/Van Buren area, eastern Oklahoma, southern Kansas and Missouri, as well as all of Northwest Arkansas. Obviously this would improve our city's collection on the HMR taxes as well as city and state sales taxes.

Please feel free to circulate my endorsement of this idea to other council members. Thanks for your vision and the hard work of your economic development staff in bringing this matter before the City Council.

All best personal regards,

Ron Bumpass

Ronald E. Bumpass
REB/ja

RECEIVED
FEB 23 2000
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

FFF

29 February 2000

To: Members of the City Council

The Friends For Fayetteville, a non-profit citizen organization, wishes to request that in regard to the arena feasibility study that the Fayetteville City Council examines and respects the motion passed by the Drake Field Airport Board Thursday, February 24th. It is our understanding that the motion for the feasibility study would be agreeable to the Airport Board if the study:

1. reflected the compatibility of an arena with the use of the airport.

2. factored in a guarantee that city revenues from parking at the airport would go directly back to the airport.

3. accompanies renewed efforts, such as those announced by the Mayor yesterday, to redevelop Drake for general aviation purposes as an integral part of any development on the site.

FFF also supports the airport board's vote for further negotiation on the cost of this feasibility study.

In addition, FFF recommends that the city council allow another 2 weeks to complete all three readings of this ordinance in order to respect and continue the opportunity for public input, and by doing so follow the procedures expected of its fellow citizens in matters before city government.

FFF also requests that a more detailed description of what this feasibility study will encompass and a sample of a probable lease be presented to the public before any money is spent. Again, part of this procedure and presentation should allow time for public input on this information before voting on this very important, expensive, and long-term issue before our City.

Thank you.

Most sincerely,

FFF

Tim de Noble
509 FOREST AVE
FAYETTEVILLE AR
72701

Fayetteville
CHAMBER OF COMMERCE

February 29, 2000
Our 111th Year

Honorable Fred Hanna
Mayor
CITY OF FAYETTEVILLE
113 West Mountain Street
Fayetteville, AR 72701

SUBJECT: Northwest Arkansas Multipurpose Recreation Center

Dear Mayor Hanna:

During its regular meeting yesterday, the Fayetteville Chamber of Commerce Board of Directors reviewed the proposed Northwest Arkansas Multipurpose Recreation Center at Fayetteville Municipal Airport. We understand that the 130,000-square-foot commercial facility is to be privately developed and administered at no cost to local taxpayers.

This project is consistent with the Chamber's policy of advocating the infusion of private capital into the local economy. Based on the foregoing information, the Chamber Board voted to support the project as proposed. Should you have questions, or if I can be of any further assistance to you, please do not hesitate to call.

Sincerely,

Steven M. Ward
President & CEO

ACCREDITED

123 WEST MOUNTAIN • P.O. Box 4216 • FAYETTEVILLE, ARKANSAS 72702-4216 • (501) 521-1710 • FAX (501) 521-1791

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Kristen J. McGarl

Name

3140 E Pawnee Ct

Address

Fayetteville AR 72701

City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

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Please VOTE FOR this proposal. I support it.

Sincerely,

Doug MANTHE

Name

1599 Churchill

Address

Fayetteville Ar 72701

City, State, Zip

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Please VOTE FOR this proposal. I support it.

Sincerely,

Van den Bossche M
Name

7162 Lam Court
Address

Fayetteville . AR. 72703
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Longueville
Name

7162 Cam Court
Address

Fayetteville - AR 72703
City, State, Zip

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Please VOTE FOR this proposal. I support it.

Sincerely,

Keri L Potts

Name

2845 E. Setter

Address

Fayetteville, AR 72701

City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

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Please VOTE FOR this proposal. I support it.

Sincerely,

Jesli Burkhead
Name

802 N. 37th Street
Address

Rogers, AR 72756
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Lu Ann Little
Name

609 N. Mill
Address

Springdale, AR 72764
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Jennifer Wynn
Name

P.O. Box 1072
Address

Rogers, AR 72757
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Rochelle Bruce
Name

4903 Bonida Pl.
Address

Springdale, AR. 72762
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Steve Burkhead
Name

802 N. 37th Street
Address

Rogers, AR 72756
City, State, Zip

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I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Debra Cheval
Name

5486 Covey Way
Address

Bethel Hts, AR 72764
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Sean Wynn
Name

P.O. Box 1072
Address

Rogers, AR 72757
City, State, Zip

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I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Susan Boy

Name

108 Harvey Dowell

Address

Fayette., AR 72701

City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Debbie Pruitt
Name

2488 Country Lane
Address

Springdale, AR 72762
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Tommy Green

Name

4854 Hickory St.

Address

Springdale, AR, 72764

City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Chris Rogers
Name

1702 Princeton
Address

Springdale, Ark. 72762
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

SuLong Radler
Name

2024 Bridgeport Dr.
Address

Fayetteville, AR. 72704
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

HUG RADUER

Name

2024 BRIDGEPORT DR

Address

Fayetteville AR 72704

City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Richard Young
Name

P.O. Box 638
Address

Springdale Ar, 72765
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Randall Fuller
Name

22864 Raymond
Address

Springdale AR 72764
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Ski

Name

PO BOX 11

Address

GenTry AR 72734

City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

[signature]

Name

22864 Raymond St

Address

Springdale Ar, 72764

City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Efrain Ruiz
Name

P.O. Box #5
Address

Springdale AR
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

[signature]
Name

149 LEE TOWN DR.
Address

PEA RIDGE, AR. 72757
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Newin C Freshman

Name

1901 SYCAMORE PLACE

Address

SPRINGDALE, AR. 72762

City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Marcia Walker

Name

4102 Brant Dr.

Address

Springdale, AR 72762

City, State, Zip

47
total

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

CECELIA VALLAIRE
Name

203 N. SEATON DR.
Address

SPRINGDALE AR 72762
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Michelle Ward

Name

14543 Point Virgo

Address

Rogers AR 72756

City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

J L D Widom
Name

1114 E. Ridge way dr.
Address

Fay, AR 72702
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Name

2921 BIRDIE DR.
Address

FAYETTEVILLE, AR 72703
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Christy L. Reeves
Name

P.O. Box 309
Address

Fayetteville, AR 72702
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

David Birdcreek
Name

1511 S Mountie Blvd
Address

Rogers Ar 72756
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Kevin Davison
Name

3179 Katherine Avenue
Address

Fayetteville, AR 72703
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Kendal Hudgins
Name

Box 309
Address

Fayetteville AR 72702
City/State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Michelle Wisdom
Name

1114 E. Ridgeway Dr.
Address

Fayetteville AR 72701
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Kristi Daniels
Name

P.O. Box 6605
Address

Springdale, AR 72766
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Melba Matthews
Name

579 W. Meadow
Address

Springdale, AR 72764
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Scott Stone

Name

2706 AMBERWOOD

Address

SPRINGDALE, AR 72764

City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Name

2411 East Oaks Dr

Address

Fayetteville, AR 72703

City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

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Please VOTE FOR this proposal. I support it.

Sincerely,

Dana Fuller
Name

1707 Ridgecrest
Address

Springdale, AR 72762
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Kim Blythe
Name

3832 Silver Fox
Address

Springdale AR 72762
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Susan Gabbard
Name

1801 Joye
Address

Springdale, AR 72762
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

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Please VOTE FOR this proposal. I support it.

Sincerely, Paula Lodwick

Paula Lodwick
Name

1003 Mayes
Address

Springdale, AR 72764
City, State, Zip

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Please VOTE FOR this proposal. I support it.

Sincerely,

Brent Fulfer
Name

1707 Ridgecrest
Address

Springdale, AR 72762
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

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Please VOTE FOR this proposal. I support it.

Sincerely,

Name

4274 Savannah Lane
Address

Springdale, AR 72762
City, State, Zip

TO THE FAYETTEVILLE CITY COUNCIL:

I am in support of the ice arena project which is proposed for Drake Field in Fayetteville. My family and I have enjoyed the facilities which have been available through the Jones Center, and we feel the time is right for Northwest Arkansas to have additional opportunities for families to participate in ice related activities.

Please VOTE FOR this proposal. I support it.

Sincerely,

Name

4274 Savannah Ln

Address

Springdale, AR 72762

City, State, Zip

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Please VOTE FOR this proposal. I support it.

Sincerely,

Michael Salazar
Name

2721 Shadybrook Cove
Address

Fayetteville, Ar. 72703
City, State, Zip

Attn: City Clerks Office
From: Sherry Jolly

PROOF

NORTHWEST ARKANSAS TIMES
Proof Copy-Please Approve/Correct
and Fax Back to (501) 442-5477
By 4:30 p.m. Today
Questions (501)442-1700
Approved by__________ Date____

Agenda
SPECIAL CITY COUNCIL
February 29, 2000

A special meeting of the Fayetteville City Council will be held on February 29, 2000, at 5:00 p.m. in room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

1. **QUESTEC CORPORATION:** An ordinance awarding a contract to Questec Corporation for preparation of a business plan, waiving competitive bidding, and appropriating up to $200,000 for preparation of a business plan.
2. **PUBLIC FACILITIES BOARD:** An ordinance to expand the role of the Public Facilities Board to include recreational facilities and multi-family housing as provided by stated law.

Northwest Arkansas TIMES
Monday,
February 28, 2000

Agenda
SPECIAL CITY COUNCIL
February 29, 2000

A special meeting of the Fayetteville City Council will be held on February 29, 2000, at 5:00 p.m. in room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

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2. **PUBLIC FACILITIES BOARD:** An ordinance to expand the role of the Public Facilities Board to include recreational facilities and multi-family housing as provided by stated law.