

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA FAYETTEVILLE CITY COUNCIL JUNE 1, 1999

A meeting of the Fayetteville City Council will be held on June 1, 1999 at 6:30 p.m. in the City Administration Building, Room 219, 113 West Mountain Street Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF MINUTES:** Approval of the minutes from the May 18, 1999 City Council meeting.
2. **STREET NAME CHANGE:** A resolution approving the changing of the name of West 20th Street to Research Center Boulevard.
3. **SIXTH STREET EXTENSION:** Approval of a resolution authorizing the City to purchase 1.775 acres of land and improvements from Dennis A. and Betty L. Smith for \$75,000 plus closing costs in association with the extension of Sixth Street from Wood Avenue to East Huntsville Road.
4. **HOME BUYER PROGRAM PROPERTY SALE:** Approval of an offer and acceptance contract for the Community Development department to proceed with a Homebuyer Program property sale at 1034 South Washington Street, Fayetteville. Cost of this request: \$72,363 expended on rehabilitation; \$3,500 estimated down payment assistance; (\$58,000) for estimated sale proceeds.

B. OLD BUSINESS

1. **DRAINAGE IMPROVEMENTS:** A resolution approving a construction contract and project contingency for the construction of the proposed Drainage Improvements to Boardwalk Subdivision and Ridgely Manor Drive Area. A budget adjustment to fully fund the project. Establishment of off-site assessment for future developments which utilized the proposed drainage improvements.

2. **BOARDWALK ADDITION, PHASE 3:** An ordinance authorizing the City Attorney to seek possession of certain land located south of Boardwalk Addition, Phase 3 and west of Highway 265 (Crossover Road) in the city of Fayetteville, Arkansas, by the power of eminent domain, in association with the required easements for the Londonderry Drainage Improvements. Such property owned by Nancy Witt Lewis and Robert Lewis. Contingent upon the City Council approving the drainage improvements for Boardwalk Subdivision.

C. NEW BUSINESS

1. **STONEWOOD SUBDIVISION:** Waiver of Ordinance 3793 to accept money in lieu as the park land requirement of the Stonewood Subdivision.
2. **PARK REGULATIONS:** Amendment to Fayetteville Code of Ordinances, Section 97.070 - Recreational Activities at Lake Fayetteville, Lake Sequoyah and Lake Wilson.
3. **Y2K FUNDING:** A resolution authorizing funding for the ad hoc committee on Y2K Community Preparedness to create awareness and inform the citizens of Fayetteville.

If you have an item you wish to discuss, please contact you alderman to have it presented at the next City Council Agenda Session. For further assistance, please contact Heather Woodruff, City Clerk, 575-8323.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA FAYETTEVILLE CITY COUNCIL JUNE 1, 1999

A meeting of the Fayetteville City Council will be held on June 1, 1999 at 6:30 p.m. in the City Administration Building, Room 219, 113 West Mountain Street Fayetteville, Arkansas.

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2. **PARK REGULATIONS:** Amendment to Fayetteville Code of Ordinances, Section 97.070 - Recreational Activities at Lake Fayetteville, Lake Sequoyah and Lake Wilson.

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CITY COUNCIL JUNE 1, 1999

	<i>Roll</i>				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
MAYOR HANNA	✓				
	<i>HD 22. CONSENT</i>				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
MAYOR HANNA					
	<i>8-0-0 RA HD. DRAINAGE IMPROV</i>				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
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DANIEL	✓				
SANTOS	✓				
MAYOR HANNA					
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CITY COUNCIL JUNE 1, 1999

	<i>H CY</i>				
	<i>3RD BOARDWALK</i>	<i>PASSED</i>			
YOUNG	✓	✓			
RUSSELL	✓	✓			
REYNOLDS	✓	✓			
AUSTIN	✓	✓			
DAVIS	✓	✓			
TRUMBO	✓	✓			
DANIEL	✓	✓			
SANTOS	✓	✓			
MAYOR HANNA					
	<i>8-0- HD KS STONEWOOD</i>	<i>8-0</i>			
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
MAYOR HANNA					
	<i>8-0-0. KS HD. 2ND Park. Regulations</i>	<i>3RD 2A 3RD.</i>	<i>PASS.</i>		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
MAYOR HANNA					
	<i>8-0.</i>	<i>8-0.</i>	<i>8-0-0.</i>		

CITY COUNCIL JUNE 1, 1999

	# 28				
	4216 family				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	N				
SANTOS	N				
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PASSED A. CONSENT AGENDA

REPORT FROM NOMINATING COMMITTEE

1. ✓ **APPROVAL OF MINUTES:** Approval of the minutes from the May 18, 1999 City Council meeting.
- 72-99* 2. ✓ **STREET NAME CHANGE:** A resolution approving the changing of the name of West 20th Street to Research Center Boulevard.
- 73-99* 3. ✓ **SIXTH STREET EXTENSION:** Approval of a resolution authorizing the City to purchase 1.775 acres of land and improvements from Dennis A. and Betty L. Smith for \$75,000 plus closing costs in association with the extension of Sixth Street from Wood Avenue to East Huntsville Road.
- 74-99* 4. ✓ **HOME BUYER PROGRAM PROPERTY SALE:** Approval of an offer and acceptance contract for the Community Development department to proceed with a Homebuyer Program property sale at 1034 South Washington Street, Fayetteville. Cost of this request: \$72,363 expended on rehabilitation; \$3,500 estimated down payment assistance; (\$58,000) for estimated sale proceeds.

B. OLD BUSINESS

- PASSED*
- 75-99*
1. ✓ **DRAINAGE IMPROVEMENTS:** A resolution approving a construction contract and project contingency for the construction of the proposed Drainage Improvements to Boardwalk Subdivision and Ridgely Manor Drive Area. A budget adjustment to fully fund the project. Establishment of off-site assessment for future developments which utilized the proposed drainage improvements.

- PASSED
4167
2. ✓ **BOARDWALK ADDITION, PHASE 3:** An ordinance authorizing the City Attorney to seek possession of certain land located south of Boardwalk Addition, Phase 3 and west of Highway 265 (Crossover Road) in the city of Fayetteville, Arkansas, by the power of eminent domain, in association with the required easements for the Londonderry Drainage Improvements. Such property owned by Nancy Witt Lewis and Robert Lewis. Contingent upon the City Council approving the drainage improvements for Boardwalk Subdivision.

C. NEW BUSINESS

- PASSED
76-99
1. **STONEWOOD SUBDIVISION:** Waiver of Ordinance 3793 to accept money in lieu as the park land requirement of the Stonewood Subdivision.
- PASSED
4168
2. **PARK REGULATIONS:** Amendment to Fayetteville Code of Ordinances, Section 97.070 - Recreational Activities at Lake Fayetteville, Lake Sequoyah and Lake Wilson.
- PASSED
77-99
3. **Y2K FUNDING:** A resolution authorizing funding for the ad hoc committee on Y2K Community Preparedness to create awareness and inform the citizens of Fayetteville.

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**MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
MAY 18, 1999**

A meeting of the Fayetteville City Council was held on May 18, 1999 at 6:30 p.m. in room 219 of the city Administration Building, 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Mayor Hanna; Aldermen Reynolds, Austin, Davis, Trumbo, Daniel, Santos, Young, Russell; City Attorney Jerry Rose; City Clerk Heather Woodruff; Staff; Press; and Audience.

ITEM

ACTION TAKEN

Minutes	Approved
Caudle Property	Approved Res. 69-99
Sunray Services	Approved Res. 70-99
Boardwalk Addition, Phase 3	Left on first reading
Drainage Improvements	Tabled
Tobin Trust	Removed from agenda
VA 99-6	Passed Ord. 4162
RZ 99-7	Passed Ord. 4163
RZ 99-9	Passed Ord. 4164
RZ 99-10	Passed Ord. 4165
RZ 99-11	Passed Ord. 4166
First Night	Approved Res. 71-99
Library Presentation	No action taken
Bakery Feeds	Motion to join in lawsuit
No Tax Increase	Failed

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CONSENT AGENDA

MINUTES

Approval of the minutes from the May 4, 1999 minutes.

CAUDLE PROPERTY

A resolution authorizing the Mayor and City clerk to enter into documentation for the sale of the remainder (1.5 acres) of Caudle property, located at 295 S. Crossover Road, to Eastside Missionary Baptist Church for a purchase price of \$17,400.00. The subject property was originally purchased by the City for Highway 265 right-of-way purposes.

RESOLUTION 69-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

SUNRAY SERVICES

A resolution approving Amendment Number 3 to the contract with Sunray Services, Inc. to transport and dispose of municipal solid waste and for operation of the City's transfer station.

RESOLUTION 70-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

OLD BUSINESS

There was no old business.

NEW BUSINESS

BOARDWALK ADDITION, PHASE 3

An ordinance authorizing the City Attorney to seek possession of certain land located south of Boardwalk Addition, Phase 3 and west of Highway 265 (Crossover Road) in the City of Fayetteville, Arkansas by the power of eminent domain, in association with the required

easements for the Londonderry Drainage Improvements. Such property owned by Nancy Witt Lewis and Robert Lewis. Contingent upon the City Council also approving Bid 99-49, Drainage Improvements for Boardwalk Subdivision.

Mr. Rose read the ordinance for the first time.

Mayor Hanna stated the attorney for the Lewis' had asked for the council to leave the ordinance on the first reading to allow them more time to negotiate.

Alderman Trumbo stated he would abstaining because the Lewis' were financial clients of his.

There was no public comment.

Mayor Hanna stated the ordinance would be on its second reading at the next meeting.

DRAINAGE IMPROVEMENTS

A resolution approving a construction contract and project contingency for the construction of the proposed Drainage Improvements to Boardwalk Subdivision and Ridgely Manor Drive Area, and approval of a budget adjustment to fully fund the project. Establishment of off-site assessment for future developments which utilized the proposed drainage improvements.

Mayor Hanna stated this resolution was tied to the previous item, so they would have to table the item until the first issue was settled.

TOBIN TRUST -COURT ORDERED POSSESSION

Mayor Hanna stated the item had been removed from the agenda, because the issues had been taken care of.

VA 99-6

An ordinance for VA 99-6 vacating a utility easement located at 3385 Natchez Trace as requested by Keith and Yvonne Burns for a specified portion of an alley located to the south and east of Lot 11, Savannah Estates Subdivision, Phase 1.

Mr. Rose read the ordinance for the first time.

Mr. Dave Jorgensen, representative, asked if the council could have all three readings tonight.

Alderman Davis moved to suspend the rules and go to the second reading. Alderman

Trumbo seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the second time.

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

Mr. Rose read the ordinance for the third and final time.

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

ORDINANCE 4162 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RZ 99-7

An ordinance rezoning request RZ 99-7 submitted by Neal Pendergraft for property located east of 2680 Joyce Street. The property is zoned R-1, Low Density Residential, and contains approximately 4.98 acres. The request is to rezone the property to R-O, Residential Office.

Mr. Rose read the ordinance for the first time.

Mr. Neal Pendergraft stated he was the owner of the property along with his sister, Lori Mason, Mr. Mike Hill and Mr. David Johnson. He referred to a packet of information he had prepared for the aldermen and gave a history of the property when it was rezoned the first time. The property owners next to this property had no objections to the rezoning. The property was not conducive to building large single family homes. With R-1 zoning they could build 15 to 18 small homes. To do so would damage the value of Dr. Smith's home and increase more traffic. He stated no potential buyer had looked at his property for a single family property or any type of residential use. He personally did not believe that a group of small homes in the area would do any of the property owners any good. He requested that they approve his request for a rezoning.

Alderman Daniel agreed that R-O was appropriate.

There was no public comment.

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

Mr. Rose read the ordinance for the second time.

Alderman Davis moved to suspend the rules and go to the third and final reading.

Alderman Reynolds seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the third and final time.

Alderman Young stated he had looked at the land use plan, which called for office space. He would follow that plan.

Upon roll call the ordinance passed unanimously.

ORDINANCE 4163 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RZ 99-9

An ordinance rezoning request RZ 99-9 as submitted by Alan Reid on behalf of Greta Smith for property located at 1755 and 1939 Hoot Owl Lane. The property is zoned A-1, Agricultural, and contains approximately 5.45 acres. The request is to zone the to R-1, Low Density Residential.

Mr. Rose read the ordinance for the first time.

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

Mr. Rose read the ordinance for the second time.

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

Mr. Rose read the ordinance for the third and final time.

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

ORDINANCE 4164 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RZ 99-10

An ordinance rezoning request RZ 99-10 as submitted by Glen Carter on behalf of Mark Foster for property located at 4786 North Crossover road. The property is zoned A-1, Agricultural, and contains approximately 8.97 acres. The request is to rezone the property to R-O, Residential Office.

Mr. Rose read the ordinance for the first time.

Alderman Young stated he would be voting against the rezoning because the Land Use Plan did not show this as Residential Office.

Mr. Conklin stated the R-O classification had been used in numerous other subdivisions in Fayetteville along principle arterials. Approximately eight other subdivisions had an R-O zoning in the front of the subdivision to provide a buffer between the street and the single family homes.

He gave David Lyle, Deerfield, Meadowlands, Magnolia Crossing, Walnut Grove, Willow Springs, and Owl Creek Subdivisions as examples of the property that had been zoned to R-O or C-1.

Alderman Daniel expressed concern about traffic.

Mr. Conklin replied he had visited the site at 3:00 p.m. He thought the traffic had been flowing at a service level of approximately 45 mph. There was no traffic congestion. The city land use plan did encourage residential uses to be accessible to commercial and other types of uses and not to separate all the different land uses where they were only accessible with a vehicle. The general plan did recommend this type of zoning. The city had done this type of zoning in other subdivisions.

Alderman Russell questioned the staff recommendation on R-O being compatible with residential.

Mr. Conklin replied the city approved R-O zoning under the assumption that it is consistent with the land use plan. The R-O zoning allowed Single Family Homes, Duplexes, Professional Offices, Studios and related services as a use by right. Office use adjacent to resident use is compatible.

Alderman Austin stated he would be supporting the rezoning.

Alderman Davis noted the next item was for the property adjoining this one. He asked the number of residential houses that would be constructed.

Mr. Conklin stated the developer was proposing 119 lots.

Alderman Russell thought the argument not to put residential next to a major highway made a lot of sense to him. He questioned the configuration of the rezoning.

Mr. Glenn Carter, representative, explained a portion of the property was in the flood plan. The portion that was not in the flood plan would be used for a sewer lift station that would be deeded to the city. A lift station would have to be put in to provide sewer for the development. Part of

the property was zoned R-1 and there might be a lot where the back of the lot extended to it, but the house would be located near the street front. He explained the street would come through the R-O zone then into the subdivision. There would be no street coming out in the R-1 area. There would be no houses built along Crossover.

Alderman Daniel asked why they were requesting R-O rather than some kind of commercial.

Mr. Carter replied he did not feel that commercial would be appropriate next to a residential area. It was residential office, which they felt would be an appropriate buffer between the traffic on the highway and the residential. The owner planned to have a fence separating the R-O from the R-1. He thought it would be a safer R-1 district with some type of buffer between them. He did not think commercial would be appropriate.

Alderman Davis thought this type of zoning had a very positive effect and he liked the idea.

Alderman Reynolds asked if the application was complete.

Mr. Conklin explained the property owners had signed the applications. There had been an issue of one of the property owners not signing the application. They had signed the application prior to the Planning Commission meeting.

Mr. Lamar Pettus stated he favored the R-O zoning up front and preferred for them not to construct homes on Crossover. He encouraged approval of the next zoning petition, RZ 99-11.

Alderman Austin moved to suspend the rules and move to the second reading. Alderman Davis seconded the motion. Upon roll call the motion carried by a vote of 7-1-0, Young voting nay.

Mr. Rose read the ordinance for the second time.

Mr. Santos moved to suspend the rules and go the third final reading. Alderman Davis seconded the motion. Upon roll call the motion carried by a vote of 7-1-0, Young voting nay.

Mr. Rose read the ordinance for the third and final time.

Mayor Hanna called for the vote. Upon roll call the ordinance passed by a vote of 7-1-0, Young voting nay.

ORDINANCE 4165 AS RECORDED IN THE OFFICE OF THE CITY CLERK

RZ 99-11

An ordinance rezoning RZ 99-11 as submitted by Glen Carter on behalf of Mark Foster for property located at 4786 North Crossover Road. The property is zoned A-1, Agricultural, and contains approximately 48.26 acres. The request is to rezone the property to R-1, Low Density Residential.

Mr. Rose read the ordinance for the first time.

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

Mr. Rose read the ordinance for the second time.

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

Mr. Rose read the ordinance for the third and final time.

There was no public comment.

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

ORDINANCE 4166 AS RECORDED IN THE OFFICE OF THE CITY CLERK

FIRST NIGHT

A resolution authorizing a request for funding for First Night of Fayetteville, a non-profit organization, for \$12,000 to fund the Fayetteville Millennium Celebration.

Alderman Daniel stated she was a member of the board, but did not stand to benefit financially and would be voting.

Alderman Trumbo also stated he was a member of the board.

Mayor Hanna asked Alderman Trumbo and Alderman Daniel if the organization had any method in place that the bills were presented to the city.

Alderman Trumbo explained that last year was their first year and they had learned a lot of lessons.

Mayor Hanna stated this was the big year and he did not want anyone to criticize the way it was

handled.

Alderman Santos stated he would like to see the event go to more corporate sponsorship and private funding, but the city needed to help get it off the ground.

Mr. Lamar Pettus stated he was philosophically opposed to the city using general tax money to pay to non-profit or private corporations. He thought it was a good project, but the funding should come with the requirement that this organization or any other organization that receives tax money should open all their records pursuant to the Freedom of Information Act. He asked if this organization had requested money from the Advertising and Promotion Commission. He thought this should be funded by the A&P funds rather than general tax money.

Mayor Hanna replied the organization had received a grant from the A & P Commission. He thought Mr. Pettus had some good points. He stated the city had been working on things to keep the city's youth out of trouble. He did not think the city could have afforded to organize something like this.

Mr. Pettus thought the organization should be open to public view under the Freedom of Information Act.

Alderman Trumbo stated this year the organization would have a review done by an accounting firm for the finances.

Alderman Russell suggested adding a section to the resolution requiring that the accounting records for First Night would be subject to the Freedom of information Act and subject to viewing by the public.

Mr. Rose read the amendment.

Alderman Austin moved to amend the resolution. Alderman Young seconded the motion. Upon roll call the motion carried unanimously.

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

RESOLUTION 71-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

LIBRARY PRESENTATION

A presentation of the general financing plan for Fayetteville Public Library expansion.

Ms. Lorraine Brewer, Library Board, presented some of the board's recent work on the proposed library. She covered the general financing plan for the new library and the general goals for the library. She listed the next steps for the new library. They needed to determine the best funding mix by which the citizens of Fayetteville could support the construction of the new library building and select a building consultant and design team for a pre-funding design. They needed to seek the council's approval for an underwriter and bond counsel. They were currently working on an agreement with the Washington Regional Board of Directors for the acquisition of the land at the proposed site. The cost estimate for the 90,000 square foot building and the parking for 212 cars was estimated to cost \$22.2 million dollars. The estimate was based on three assumptions: (1) that the design process would start in the fall of 1999, (2) that the construction would begin the spring of 2001, and (3) that the library would be completed by the fall of 2002. There were three potential funding sources for the project: local public funding, state public funding and private sources. She discussed some details for each type of funding. The board was considering the possibility of hiring a professional fund raiser to consult with them. She presented a draft of the next step in the process with a flexible time frame. She requested the council to work with them on the following: approval for selected building consultant and design team, bond counsel, and underwriters.

Alderman Russell asked if the 22 million dollars included the books.

Ms. Brewer replied it included the opening day collection.

Mr. Thomas stated the price included the new computers and everything. They had figures for each function.

Alderman Daniel stated the library was more of a civic center now. She thought there would be many activities there. She thought the community needed a good and adequate library.

Ms. Brewer added one of the services the library could provide would be to help the people learn the new technology and to learn what information was available to them.

Mr. Thomas stated Seattle, the home of Microsoft Corporation, had the highest circulation of any library in the country.

Alderman Young asked if the sales tax would be an additional sales tax or out of the current capital improvement tax.

Ms. Brewer replied some communities did use sales tax in combination with property tax. She thought they as a city had decided that was not the direction they wanted to go.

Alderman Trumbo thought the next six months would be very interesting because of all the

upcoming issues for taxes.

Alderman Austin stated they had a very good report. He stated he supported the library. He thought they should consider the sales tax as part of the funding because he knew that a lot of people outside the city of Fayetteville used the library.

Alderman Santos hoped they could do the funding with property tax, because sales taxes were unfair and aggressive.

Mr. Pettus noted there were fifteen libraries in the city of Fayetteville not counting the city library. He thought they had some of the best resources for libraries anywhere in the state of Arkansas. He thought computers were going to replace books. He stated he was going to oppose any increases in millages on property for any reason. There were two proposals heading toward the ballot for the year 2000. If either of the two passed they would do away with any taxes based on real property. They would not be serving the public if they were getting into a 22 million dollar project, then have to figure out how to fund it in December of the year 2000. He encouraged them to go for the sales tax or to first seek private support or grants from the state and federal government. He thought the city needed to pass some priorities. They were going to be asked to pass bonds to build a jail, a sewer treatment plant, and a town center. There was only so much the citizens could handle. He hoped they were not going to use general tax money to support the town center. He suggested the library should become part of the town center. He did not want to oppose the library, but he would if it imposed another property tax.

BAKERY FEEDS

Discussion of whether or not the city of Fayetteville should join a lawsuit against Bakery Feeds as a public nuisance.

Mr. Rose explained the city was being asked to intervene the lawsuit of the neighbors of Bakery Feeds. The intervention would be in federal court. It was likely that they would make a motion to intervene. The complaint would then be amended to allege public nuisance as well as private nuisance. Mr. Evans wanted to be the first chair in this case. He would be the lead attorney and would devote more energy than his department. It was also his understanding that Mr. Evans would not ask the city for cost or recovery money. He passed out the petition to abate a private nuisance with was what they were being asked to intervene. He stated his advice to them would always be to be very conservative. They would rarely see him be a drum major for litigation. He was convinced that the decision to sue individuals should be rarely and uniquely made for a city, unless there were violations of city ordinances or laws. It had been a very rare occurrence that the city started lawsuits other than condemnations. There were a lot of groups that would like the city to join them in litigations. He thought there would be many people in the future that would ask them to participate in litigation in the future. He gave his past recommendations and advice

to them which had been to wait for the report from the Health Department before doing anything or contemplating filing a suit. Since that time the neighbors had filed suit as a private nuisance. Their filing suit changed a couple of things. It changed the timing. If they were going to file suit as a public nuisance, now was the time to do it. If they waited, then they were in danger of having it litigated without them being a part of it. He did not think their participation in the suit had much legal significance. The difference between a public and private nuisance was only a difference in size and extent. Most of the proof could be put in without them. However, they did add some legal assistance. There was a perceived moral or psychological advantage of having the city participate in the suit, which was important for these individuals. They currently had two lawsuits going on with Bakery Feeds. One was in Circuit Court which was an appeal of the Planning Commission's decision to turn down their conditional use permit. In addition the city had filed suit that they were in violation of their zoning ordinance, which was in Chancery Court. In addition to that there had been approximately five violations of the city's noise ordinance which was going through Municipal Court litigation.

In response to questions from Alderman Davis in regards to cost to the city, Mr. Rose replied it was hard to give a figure on the cost. If he were alone in the case the figure would be between five and ten thousand dollars and his time and energy.

In response to questions from aldermen, Mr. Rose stated there was every possibility that a jury trial would be requested and would occur.

Alderman Trumbo thought the lawsuit had merit, but he did not believe the city should join this lawsuit.

Alderman Austin stated they had made this decision already and he did not know of any facts that would cause them to make a different decision.

In response to questions, Mr. Rose stated the city had declared River City was a nuisance by referendum, but no lawsuit was ever filed.

Alderman Young stated because the citizens had filed a lawsuit everything was before the courts at the same time. That was why he was in favor of joining the suit. If they did not join the suite now it would be too late.

Alderman Trumbo stated he thought this was two separate issues, the public nuisance and operating in the improper zone.

Alderman Russell stated that the city's participation would increase the citizens chances of winning the lawsuit. There had been violations of the noise ordinance since they had discussed this the last time. They had been sited five times for violations of the noise ordinance.

Alderman Trumbo thought Mr. Rose was reluctant to file a nuisance law suit.

Mr. Rose stated his last advice to them was that nuisance suits were difficult to prosecute. His advice had been to wait for the health department report before doing anything. What had changed had been the noise violations and the fact that the neighbors had filed a private lawsuit.

Alderman Reynolds stated the people who lived in the area had a legitimate complaint. He thought they should do every thing they could to help them with their problem. They were citizens and they were there to represent them.

Mr. Dale Evans, citizen attorney, stated the citizens had pooled money to fund a lawsuit. They had committed themselves to spend five thousand dollars. They were going to spend the money on cost. He asked the city to support the citizens on the other side of town and to treat all the citizens with respect. There was a legal distinction between a public and a private nuisance. A public nuisance affected everyone.

Mr. Rose explained they had to make a decision now if they wanted to join the lawsuit. If they waited it would be too late.

Alderman Trumbo stated he did not believe the residents should have to pay five thousand dollars, and that the city should come to the table and help defray some of the cost on something that was a problem for all the city.

Alderman Daniel moved to authorize Mr. Rose to intervene in the public nuisance lawsuit on the condition that Mr. Evans not ask the city for any financial support. Alderman Reynolds seconded the motion.

There was no public comment.

Mr. Rose stated the city would continue on with the appeal of the Planning Commission decision, and with the proceedings to remove them from an improper zone. Those cases would continue. Mr. Evans would be first chair in the private/public lawsuit.

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

NO TAX INCREASE

A resolution prohibiting the consideration of tax increases by the City Council until the Wastewater Treatment issue has been put to a vote of the public.

Alderman Austin stated he had submitted the resolution for their consideration. He thought it

was the right and the prudent thing to do. They had a big decision to make for the city on the wastewater treatment issue. He stated the resolution was not to target any program or project that was in the formative stages.

Alderman Trumbo stated it was his understanding that they still had to allow within a reasonable amount of time a vote for a bond issue and/or they could get a petition to bypass the council.

Mr. Rose explained Amendment 30 allowed a vote on bond and millage for a library upon a petition by 100 citizens in the city. They were then to set an election.

Alderman Austin thought the resolution would move the wastewater treatment plant up to the level it needed to be to have it dealt with.

In response to questions, Mr. Crosson stated it would be spring of 2000 before they were ready for an election on the bond issue for the wastewater treatment plant.

Alderman Santos stated if the treatment plant was funded with impact fees then it would not require a vote on the bond issue.

Mr. Rose replied he did not know if impact fees would support a bond issue.

Alderman Austin stated he was not in favor of anything that was not run before the public.

Alderman Young stated he would not be in favor of revenue bonds, but he would not be in favor of it because they would not have to go before the public.

Mr. Rose explained in order for a revenue to support a bond issue it had to be of a reasonable, certain and consistent amount.

Mr. Crosson stated they were talking about a 60 to 70 million dollar bond issue. They were still in the process of formulating a combination of a number of different financing sources. They had discussed using impact fees because a former alderman had been interested in that approach.

Alderman Reynolds stated the next year would be hard. There was a vote for the town center, sewer plant, library, and youth center. He wanted the sewer first, then the library.

Mr. Crosson advised they did not want to prematurely approve their bond issue before they were ready to start construction.

Mr. Santos thought they would be getting in the way of the library.

Mr. Venable stated the construction index went up daily.

Alderman Austin stated as long as the costs were going up, it indicated we were living in a healthy economy.

Alderman Austin moved to amend the resolution to include descriptive words of the tax increase.

Mr. Rose read the amendment to the resolution.

Alderman Russell seconded the amendment.

Mr. Pettus commended Alderman Austin for presenting the resolution. The citizens were tired of being taxed. He paid 70% of the earnings he made in some form of taxes. He was tired of one tax being added to another. They were added one penny and half a mill at a time. He felt they needed to be removed at that rate. His real estate taxes had gone up over 30% in the last five years. He supported the resolution.

Mr. Steve Singleton, Library Board, stated he did not enjoy paying property taxes, however, any tax decision was in the hands of the voters. They were hoping to have the support of the City Council. Even though they would not be legally permitted to call an election, they wanted the moral support of the council. He asked the council to leave the decision up to the voters of Fayetteville.

Alderman Santos added the issue could still be put before the people without the council support.

Mr. Singleton replied they could legally go before the voters, but not without the support of the elected representatives of the city of Fayetteville.

Alderman Santos stated he was supporting both this resolution and the library.

Alderman Austin asked what the urgency of the library was.

Mr. Singleton replied they wanted to go forward to not lose the momentum they had gained.

Alderman Santos clarified the resolution only stated the sewer plant was the city's number one priority. It should not have any interference with the library's schedule.

Alderman Austin stated the resolution was intended for the purpose of holding everything, until they were able to get the sewer plant settled in the public's mind.

Ms. Schaper, Library Director, stated the Library Board would need to come to council for them to make several decisions: (1) the approval of the bond counsel, (2) approval of the underwriter, and (3) approval of funding for the design team. They could not go forward without the pre-funding design they could present to the public for a public vote or to potential private givers. She asked if this resolution was approved would they be willing to go forward with the project.

Mr. Rose replied if it did not increase the taxes, then no. It could be used as an argument for them not to approve the funding for the library. It did not bind them.

Ms. Schaper stated they had also worked closely with the council on the timing. They had worked in good faith up to this point. They needed to move forward with the design.

Alderman Austin stated the purpose of the resolution was to take all projects that were going to raise taxes and put them after the big issue of the sewer plant. He had made the request for them to put it off until the sewer plant.

Mr. Pettus stated that when the library board bond was approved, it would be by state law. The bond issue would have a paragraph in it that stated the city would not reduce or repeal the tax until the bonds are paid in full. It was in every bond document. He did not think the ordinance would prevent the council from doing everything the library would ask them to do.

Mayor Hanna called for the vote on the amendment. Upon roll call the motion carried by a vote of 6-2-0, Santos and Daniel voting nay.

Alderman Austin moved to approve the resolution as amended. Alderman Reynolds seconded the motion. Upon roll call the motion failed by a vote of 2-6-0, Santos, Young, Russell, Davis, Trumbo, and Daniel voting nay.

Meeting adjourned at 8:50 p.m.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of June 1, 1999.

FROM:
Tim Conklin Planning Public Works
Name Division Department

ACTION REQUESTED: To approve an ordinance changing the name of West 20th Street to Research Center Boulevard.

COST TO CITY:

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

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:
Accounting Manager Date ADA Coordinator Date
City Attorney Date Internal Auditor Date
Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommends approval of the name change.

Tim Conklin 5-14-99 Cross Reference
Division Head Date
Kevin O. Wynn 5-14-99
Department Director Date
Kevin O. Wynn 14 MAY 99
Administrative Services Director Date
John Hume 5/14/99
Mayor Date
New Item: Yes No
Prev Ord/Res#: _____
Orig Contract Date: _____

NAME CHANGE

A.2.2

College of Engineering

GENESIS

TECHNOLOGY INCUBATOR

University of Arkansas

Engineering Research Center • University of Arkansas • Fayetteville, Arkansas 72701-1201 • (501) 575-7227 • (501) 575-7446 (FAX)

April 30, 1999

Mayor Fred Hanna
City of Fayetteville
Administration Building
113 W. Mountain
Fayetteville, AR 72701

RE: West 20th Street Name Change to Research Center Boulevard

Dear Mayor Hanna:

This letter is being provided as our official request to the City of Fayetteville regarding the renaming of *West 20th Street* to *Research Center Boulevard*. As we have discussed in our GENESIS Advisory Board of Directors meeting, the name *Research Center Boulevard* will better illustrate the scope of activities that take place within the University Research Center. This name will also provide a physical street address that benefits the technology-based firms operating through GENESIS.

We are all excited about the new *Research Center Boulevard*, and we want to take this opportunity to express our thanks to you and the City of Fayetteville for this investment in GENESIS and South Fayetteville. This investment is already serving as a catalyst for positive change along the *South School* corridor entry into Fayetteville. This new boulevard helps us to attract technology-based firms to Fayetteville, and these firms promise to provide economic impact that stretches far into the future of our city and state.

University of Arkansas representatives have met with officials from the United States Postal Service (USPS) regarding this name change. USPS officials (John Tolliver and Greg Green) did not have an objection to our going forward with this request. Once this requested name change becomes official, GENESIS firms will begin receiving direct USPS mail deliveries. At present all GENESIS firms are receiving mail from UA Mailing Services. This present scenario is not conducive to their business needs, and we appreciate the cooperation of the USPS in providing this direct service.

Please let me know if you need any additional clarification or documentation to proceed with this name change. We are all eager to begin using the requested *Research Center Boulevard* name and hope that all appropriate City of Fayetteville officials will be pleased with this new designation.

Sincerely,



Sam Pruett
Director

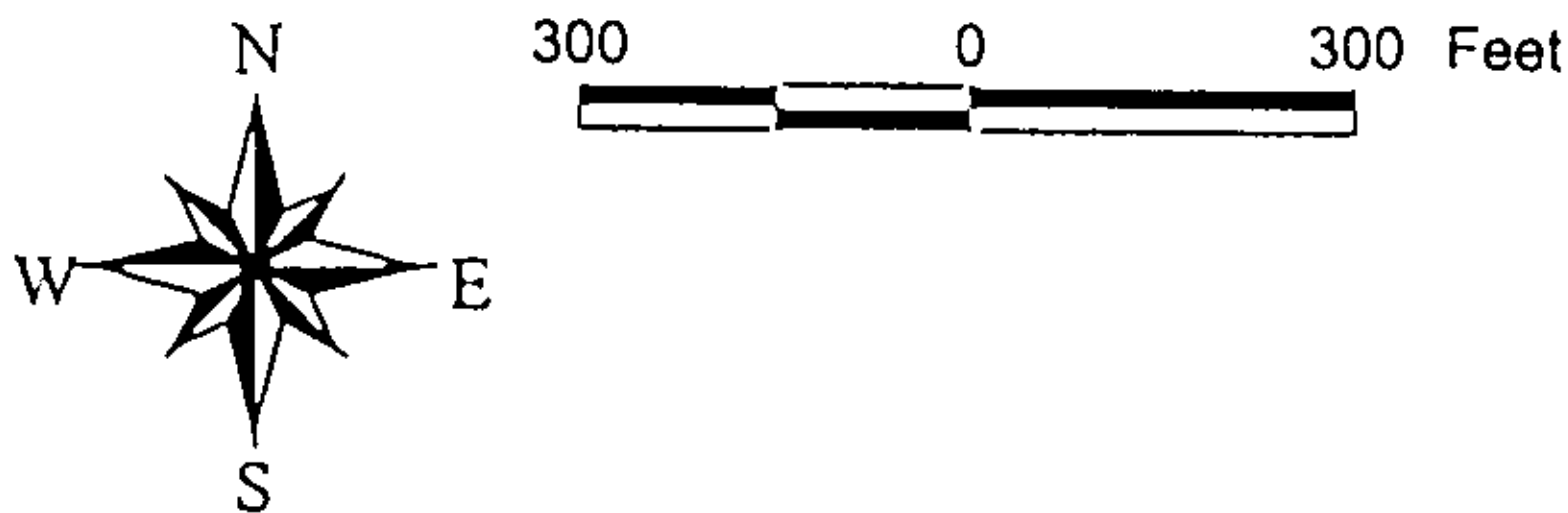
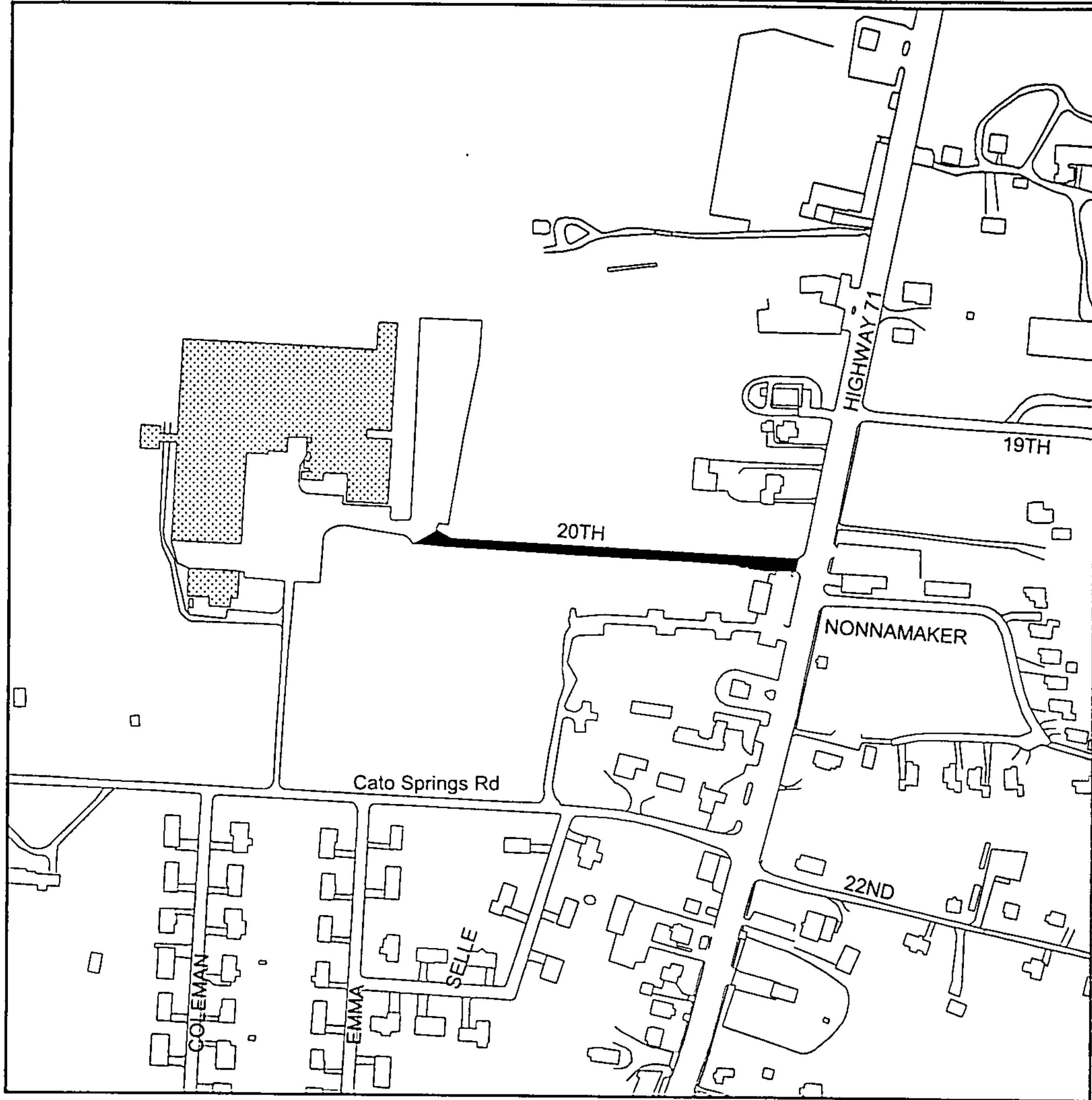
Cc: Chancellor John White
GENESIS Executive committee
John Tolliver, USPS
Greg Green, USPS

RECEIVED

MAY 10 1999

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

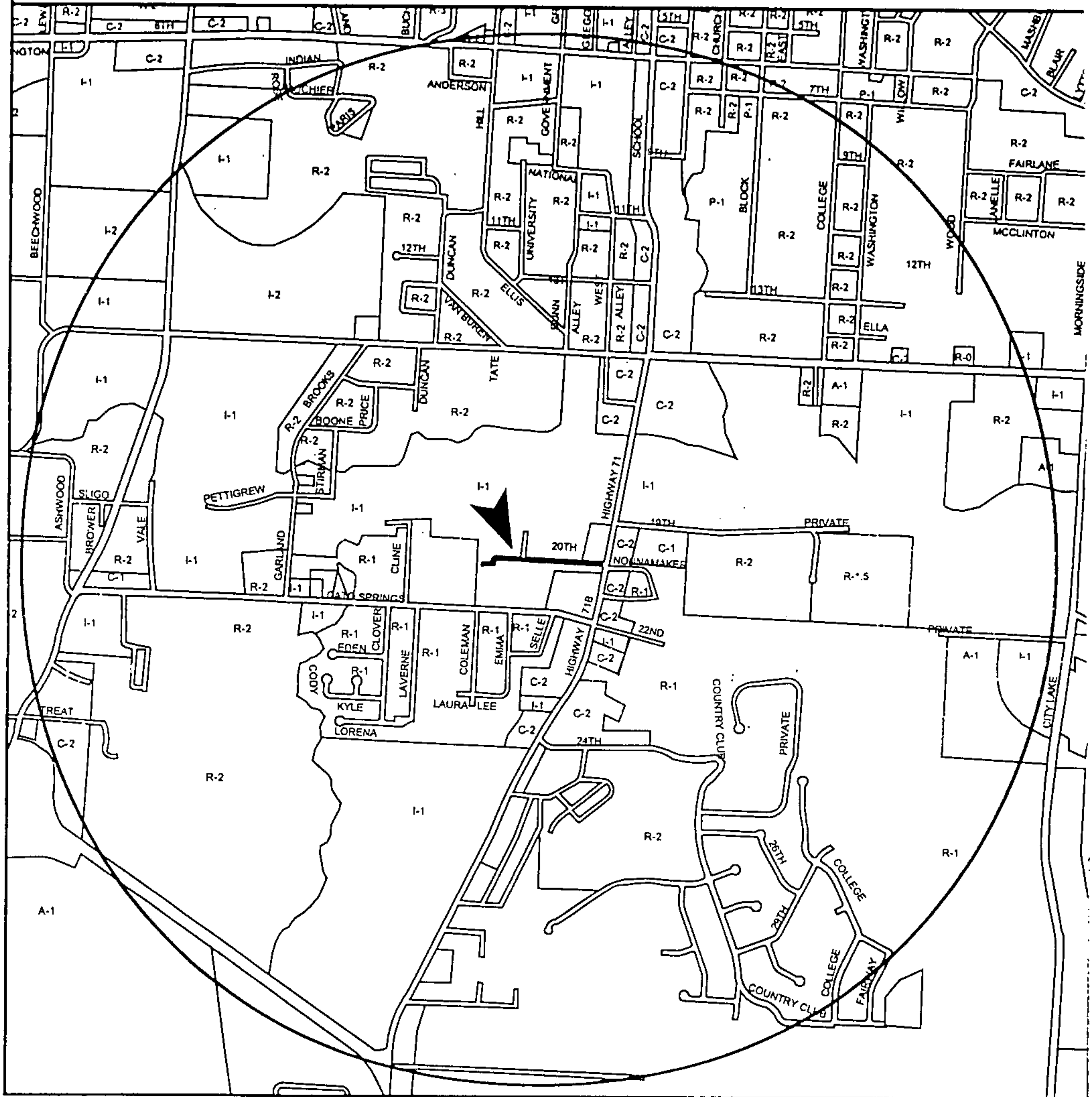
AD99-11.00 - GENSIS / Street Name Change - Close Up



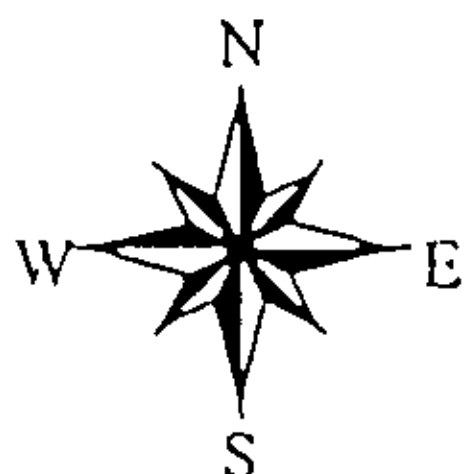
NAME CHANGE

A.2.4

AD99-11.00 - GENSIS / Street Name Change - One Mile Diameter



1400 0 1400 Feet



STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of June 1, 1999

FROM:

Ed Connell
NameEngineering
DivisionPublic Works
Department

ACTION REQUIRED: Approval of a resolution authorizing the City to purchase 1.775 acres of land and improvements from Dennis A. and Betty L. Smith for \$75,000 plus closing costs in association with the extension of Sixth Street from Wood Avenue to East Huntsville Road.

COST TO CITY:

\$ 75,000
Cost of this Request\$826,491.00
Category/Project BudgetSixth St. Extension To Huntsville Rd.
Category/Project Name4470-9470-5809.00
Account Number\$ -0-
Funds Used To Date

Program Name

96044-30
Project Number\$826,491.00
Remaining BalanceSales Tax CIP
FundBUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

William J. Cramer
Accounting Manager5-5-99
DateYolanda Fields
Internal Auditor5-5-99
DateL. J. H. H.
City Attorney5-5-99
Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Staff recommends approval of this acquisition so that this project can be scheduled for implementation. This property represents 53% of the required acquisition on this project.

Jim Beaver
Division HeadMay 4 '99
DateCecilia Unal
Department Director5-5-99
DateDavid D. Carson
Administrative Services Director5 MAY 99
DateFred Hume
Mayor5/5/99
Date

Cross Reference

New Item: Yes ☒ No ☐

Prev Ord/Res #: _____

Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

DATE: May 4, 1999

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor
Charles Venable, Public Works Director *CV*
Donald Bunn, Assistant Public Works Director
Jim Beavers, City Engineer *JB*

FROM: Ed Connell, Land Agent *EC*

RE: Sixth Street Extension to East Huntsville Road
Offer and Acceptance Contract - Smith

Please find herewith an executed *Offer and Acceptance Contract* between the City and Dennis A. & Betty L. Smith relative to the acquisition of 1.775 acres of land (Tracts 3,4 &5) and improvements (house at 547 E. Huntsville Road) for the extension of Sixth Street from Wood Ave, to Huntsville Road.

This property is one of four property owners from which right of way is being acquired. The Smith property acquisition constitutes 53% of the total additional right of way needed for this street extension. Please refer to the attached diagram which illustrates the right of way acquisition for this project. The house, located at 547 Huntsville, is to be acquired due to the proximity of the roadway and the required right of way. Although not illustrated here, Huntsville Road, just West of Blair Ave., will be closed to through traffic and all Huntsville traffic is to be directed to the North-South extension of Mashburn Ave.

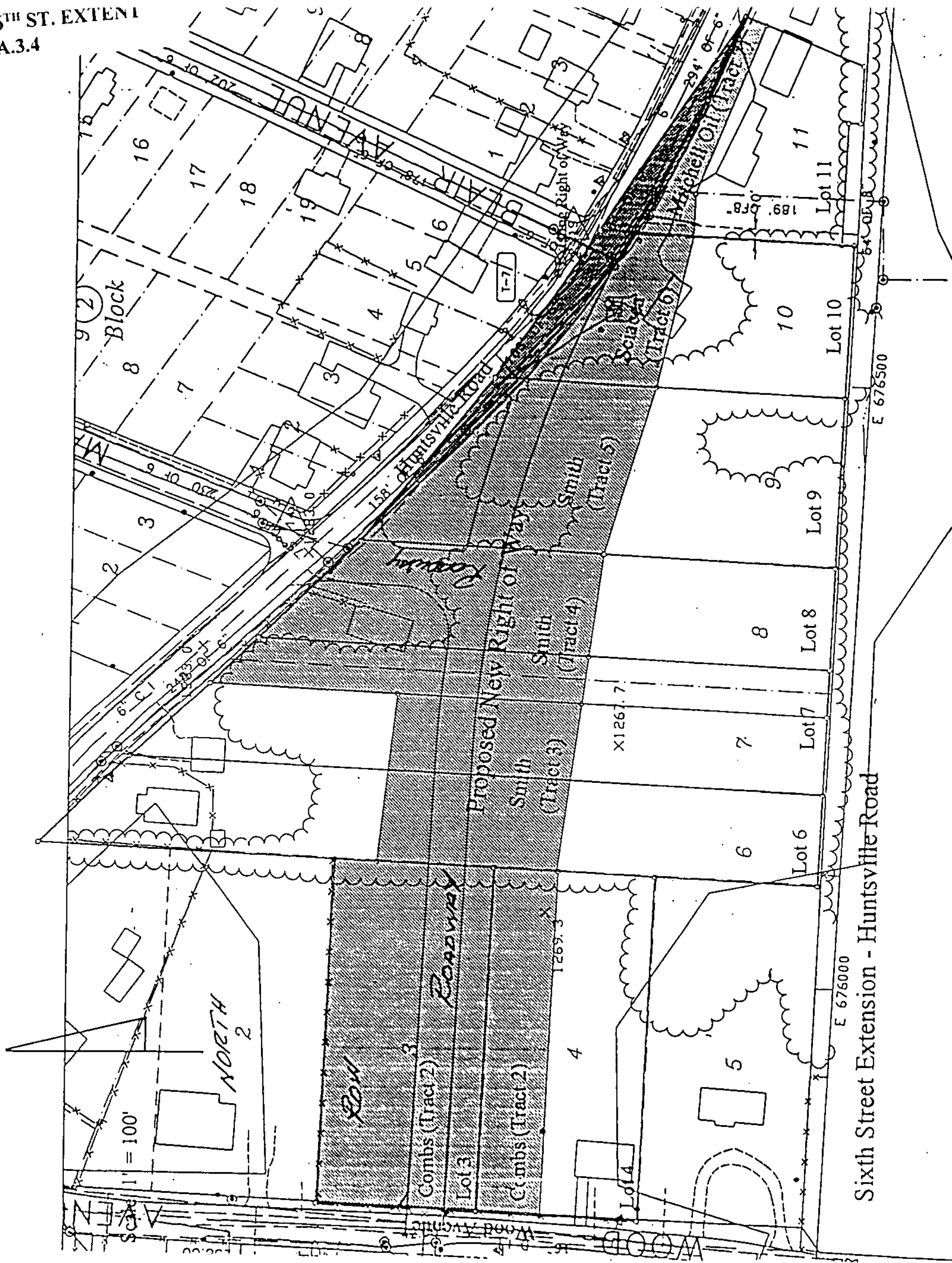
Please find herewith summary page copies of the independent appraisals recently conducted on the right of way acquisition from Mr. and Mrs. Smith. The total appraisals (See next page) of \$72,900.00 includes compensation for drainage and temporary easements, along with compensation for 1.73 acres of land (0.045 acre is in existing right of way) and the residence mentioned above. Mr. and Mrs Smith countered with a price of \$75,000 or 102.9%. This latter amount was acceptable to the staff. Staff recommends to the Council an acceptance of this contract at this time. With the closing on this property, the City anticipates an allowance of adequate time for the Smiths to arrange for other accommodations for the residents of the house at 547 E. Huntsville. A lease agreement will be drafted if the Smiths need to rent the house for a couple of months (on a month by month basis) following closing. This is a common practice on all improvements acquired by the City.

Staff recommends to the Council that the Contract be approved for the acquisition of the properties outlined herein.

Appraisal Reports: August, 1998

Dennis and Betty Smith:

	<u>Land</u>	<u>Drainage Esmt.</u>	<u>TCE</u>	<u>Improvements</u>	<u>Total</u>
Tract #3: Parts of P 765-02493-000 & 765-02495-000					
	12,900	0	250	0	13,150
Tract #4: Parts of P 765-02496-000 & 765-02497-000					
	19,325	1,200	125	25,875	46,525
Tract #5: Part of P 765-02498-000					
	<u>13,100</u>	<u>0</u>	<u>130</u>	<u>0</u>	<u>13,230</u>
Totals(\$)	45,325	1,200	505	25,875	72,905
Counter Proposal:					
Totals(4)	46,300	1,200	500	27,000	75,000



DEPARTMENTAL CORRESPONDENCE

April 14, 1999

TO: Fred Hanna, Mayor

THRU: Charles Venable, Director of Public Works *cal*
Jim Beavers, City Engineer *JB*

FROM: Ed Connell, Land Agent *EC*

RE: Sixth Street Extension to Huntsville Road
Dennis & Betty Smith: Tract # 3, 4 and 5
Right of Way & Temporary Easement Acquisition

Please find herewith an *Offer and Acceptance* Contract between the City and Dennis and Betty Smith for the acquisition of road right of way, permanent drainage easement and temporary construction easement in association with the subject project. The city offered \$72,905.00 for the properties involved, based upon an independent appraisal. Mr. and Mrs. Smith have countered with a figure of \$75,000.00, a 2.9% increase. The contracts need to be executed on behalf of the City if the counteroffer is acceptable. This contract is, of course, subject to the approval of the City Council.

Included for your information are the appraisal summary sheets for the three tracts involved with this transaction. It is noted that Tract #5 includes the purchase of a residence, across from Mashburn Ave. It is this author's opinion that the counteroffer of Mr. Smith is reasonable and should be accepted by the City. The Smith properties constitute approximately 53% of the total area acquisition for this project.

Please sign on behalf of the City at the places indicated and return both documents to Ed Connell.

OFFER AND ACCEPTANCE CONTRACT

1. The City of Fayetteville, Arkansas, a municipal corporation, hereinafter referred to as the Buyer, offers to buy, subject to the terms and conditions set forth herein, the following described property:

SEE ATTACHED EXHIBIT "A"

FOR PROPERTY DESCRIPTIONS

2. Seller agrees to enter into Temporary Construction and Grading Easements with the City of Fayetteville, the descriptions of said Easements as shown in Exhibit "B" attached hereto. The Temporary Construction and Grading Easements will terminate upon completion and acceptance by the City of Fayetteville the project that extends Sixth Street from Wood Avenue to Huntsville Road.
3. Seller agrees to enter into a Drainage Easement with the City of Fayetteville, the description of said Easement as shown in Exhibit "C" attached hereto.
4. **Purchase Price:** Subject to the following conditions, the Buyer shall pay for the property referred to in Item #1 and the easements referred to in Items #2 and #3, at closing, the total and cash payment of ~~\$72,905.00~~ *\$75,000.00* *Des. JH & HW*
5. **Contingent Earnest Money Deposit:** The Buyer will, within two (2) weeks of receipt of this contract, fully executed, tender a check for \$2,000.00 to Dennis A. Smith and Betty L. Smith, hereinafter referred to as the Seller, as earnest money, which shall apply on the purchase price. This offer of purchase is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit will be returned to the Buyer by the Seller. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the Buyer. If the Buyer fails to fulfill his obligations under this contract or after all conditions have been met, the Buyer fails to close this transaction, the earnest money may, at the option of the Seller, become liquidated damages to the Seller. Alternatively, the Seller may assert legal or equitable rights which it may have because of breach of this contract.
6. Conveyances will be made to the Buyer by general Warranty Deed, Temporary Construction and Grading Easement, and Drainage Easement, except they shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property. Such Warranty Deed conveyance shall include mineral rights owned by the Seller.
7. The Seller shall furnish a policy of title insurance on Item #1 in the amount of \$71,200.00 from a title insurance company as selected by the Buyer. Buyer and Seller shall share equally in the cost of title insurance.
8. Seller agrees to allow Buyer, if Buyer so desires, at Buyer's expense, to survey the property. Seller agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer.

OFFER AND ACCEPTANCE CONTRACT
Page 2 of 6

9. Taxes and special assessments due on or before closing shall be paid by the Seller. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing. Buyer shall pay to Seller at closing that prorated portion of taxes and assessments due for the tax year of purchase.
10. Seller shall, prior to closing, obtain a release from any mortgagor of the property described in Item #1 above and provide Buyer with information from said mortgagor as to the required distribution of proceeds from the sale hereof.
11. The closing date is designated to be **thirty (30)** days after approval of this offer by the City Council of Fayetteville, Arkansas. If such date of closing falls on a weekend or holiday, it will be held the following working day. Seller and Buyer shall share equally in the closing fees if an independent closing agent is retained for this purpose.
12. Possession of the property shall be delivered to the Buyer on the date of closing.
13. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.
14. All fixtures, improvements and attached equipment associated with the property described in Item #1 are included in the purchase price.
15. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.
16. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge.
17. This agreement shall be governed by the laws of the State of Arkansas.
18. This agreement, when executed by both the Buyer and the Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.
19. This contract expires, if not accepted on or before the 30th day of April, 1999.
20. **NOTICE:** BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE \$2,000.00 EARNEST MONEY DEPOSIT.

OFFER AND ACCEPTANCE CONTRACT

Page 3 of 6

SELLER:


Dennis A. Smith


Betty L. Smith

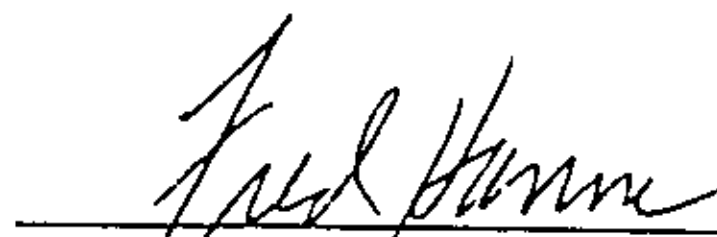
Date: 14 April 99

AGENT OR WITNESS:

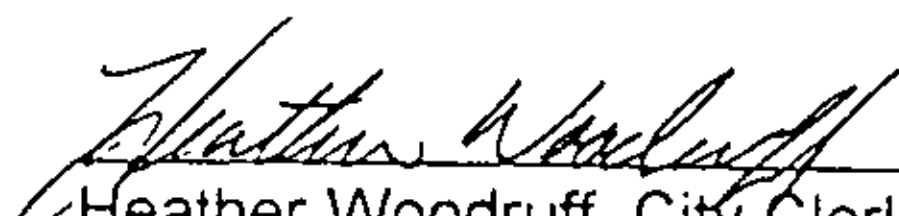
Date: _____

BUYER:

City of Fayetteville, Arkansas,
a municipal corporation


Fred Hanna, Mayor

Date: 4/15/99


Heather Woodruff, City Clerk

Date: 4/15/99

(SEAL)

EXHIBIT "A"
PROPERTY DESCRIPTION

TRACT 1:

A part of Lot Six (6) and part of Lot Seven (7) of Aumick's Addition to the City of Fayetteville, Washington County, Arkansas, being more particularly described as follows: Commencing at the Southwest corner of said Lot 6; thence with the west line of Lot 6, North 02° 27' 17" East 215.01 feet, to the point of beginning; thence continuing with said west line, North 02° 27' 17" East 151.89 feet; thence South 83° 30' 51" East 140.37 feet; thence South 02° 27' 17" West 154.10 feet; thence North 82° 37' 04" West 140.55 feet, to the Point of Beginning and containing 21,423 square feet (0.492 acre), more or less.

The bearings for this description are based on Arkansas State Plane Coordinates, North Zone, the system which the City of Fayetteville presently uses. This bearing system may vary from the bearings used in previous descriptions of this property.

TRACT 2:

A part of Lot Seven (7) and part of Lot Eight (8) of Aumick's Addition to the City of Fayetteville, Washington County, Arkansas, being more particularly described as follows: Commencing at the Southeast corner of said Lot 8; thence with the east line of Lot 8, North 02° 27' 17" East 191.15 feet, to the point of beginning; thence North 82° 09' 19" West 125.56 feet; thence North 02° 27' 17" East 311.61 feet, more or less, to the existing south right of way line of Huntsville Road; thence with said existing south right of way line, South 43° 47' 42" East 173.04 feet to the east line of Lot 8; thence with said east line South 02° 27' 17" West 203.74 feet, to the Point of Beginning and containing 32,210 square feet (0.739 acre), more or less.

The bearings for this description are based on Arkansas State Plane Coordinates, North Zone, the system which the City of Fayetteville presently uses. This bearing system may vary from the bearings used in previous descriptions of this property.

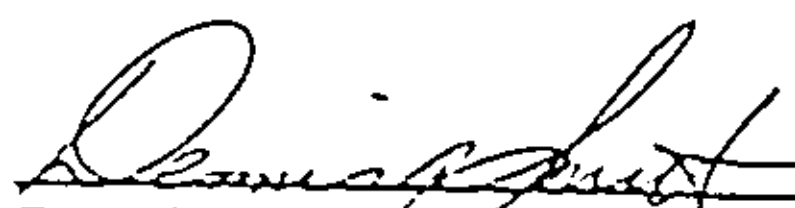
TRACT 3:

A part of Lot Nine (9) of Aumick's Addition to the City of Fayetteville, Washington County, Arkansas, being more particularly described as follows: Commencing at the Southwest corner of Lot 9; thence with the west line of Lot 9, North 02° 27' 17" East 191.15 feet, to the Point of Beginning; thence continuing with the said west line, North 02° 27' 17" East 203.74 feet; thence South 50° 42' 54" East 174.93 feet, to the east line of Lot 9; thence with said east line, South 02° 25' 48" West 134.56 feet; thence North 73° 15' 19" West 144.54 feet, to the Point of Beginning and containing a total of 23,686 square feet (0.544 acre), including 1,953 square feet (0.045 acre) in existing right of way, more or less.

The bearings for this description are based on Arkansas State Plane Coordinates, North Zone, the system which the City of Fayetteville presently uses. This bearing system may vary from the bearings used in previous descriptions of this property.

SIGNED FOR IDENTIFICATION:

SELLER:


Dennis A. Smith


Betty L. Smith

EXHIBIT "B"
TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION

TRACT 1:

A temporary construction and grading easement fifteen (15) feet of equal and uniform width, being more particularly described as follows: Commencing at the Southwest corner of Lot 6 of Aumick's Addition to the City of Fayetteville, Washington County, Arkansas; thence with the west line of said Lot 6, North 02° 27' 17" East 215.01 feet, to a point on the proposed south right of way line of Sixth Street, said point also being the Point of Beginning; thence with said south right of way line South 82° 37' 04" East 140.55 feet; thence South 02° 27' 17" West 15.06 feet; thence North 82° 37' 04" West 140.55 feet to the west line of Lot 6; thence with said west line North 02° 27' 17" East 15.06 feet, to the Point of Beginning and containing 2,109 square feet (0.048 acre), more or less.

ALSO, a temporary construction and grading easement fifteen (15) feet of equal and uniform width, being more particularly described as follows: Commencing at the Southwest corner of Lot 6 of Aumick's Addition to the City of Fayetteville, Washington County, Arkansas; thence with the west line of said Lot 6, North 02° 27' 17" East 366.90 feet, to a point on the proposed north right of way line of Sixth Street, said point also being the Point of Beginning; thence with said north right of way line, South 83° 30' 51" East 140.37 feet; thence North 02° 27' 17" East 15.04 feet; thence North 83° 30' 51" West 140.37 feet, to the west line of Lot 6; thence with said west line, South 02° 27' 17" West 15.04 feet, to the Point of Beginning and containing 2,106 square feet (0.048 acre), more or less.

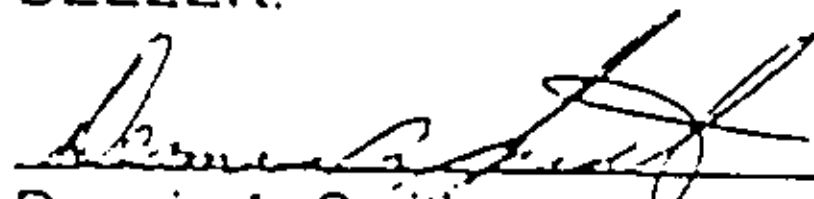
TRACT 2:

A temporary construction and grading easement fifteen (15) feet of equal and uniform width, being more particularly described as follows: Commencing at the Southeast corner of Lot 8 of Aumick's Addition to the City of Fayetteville, Washington County, Arkansas; thence with the east line of Lot 8, North 02° 27' 17" East 191.15 feet, to a point on the proposed new South right of way line of Sixth Street, said point also being the Point of Beginning; thence with said south right of way line, North 82° 09' 19" West 125.56 feet; thence South 02° 27' 17" West 15.07 feet; thence South 82° 09' 19" East 125.56 feet, to the east line of Lot 8; thence with said east line North 02° 27' 17" East 15.07 feet, to the Point of Beginning and containing 1,884 square feet (0.043 acre), more or less.

TRACT 3:

A temporary construction and grading easement fifteen (15) feet of equal and uniform width, being more particularly described as follows: Commencing at the Southwest corner of Lot 9 of Aumick's Addition to the City of Fayetteville, Washington County, Arkansas; thence with the west line of said Lot 9, North 02° 27' 17" East 191.15 feet, to the proposed new south right of way line of Sixth Street, said point also being the Point of Beginning; thence with said south right of way line, South 73° 15' 19" East 144.54 feet, to the east line of Lot 9; thence with said east line, South 02° 25' 48" West 15.48 feet; thence North 73° 15' 19" West 144.55 feet, to the west line of said Lot 9; thence with said west line, North 02° 27' 17" East 15.48 feet, to the Point of Beginning and containing 2,168 square feet (0.050 acre), more or less.

SIGNED FOR IDENTIFICATION:**SELLER:**


Dennis A. Smith


Betty L. Smith

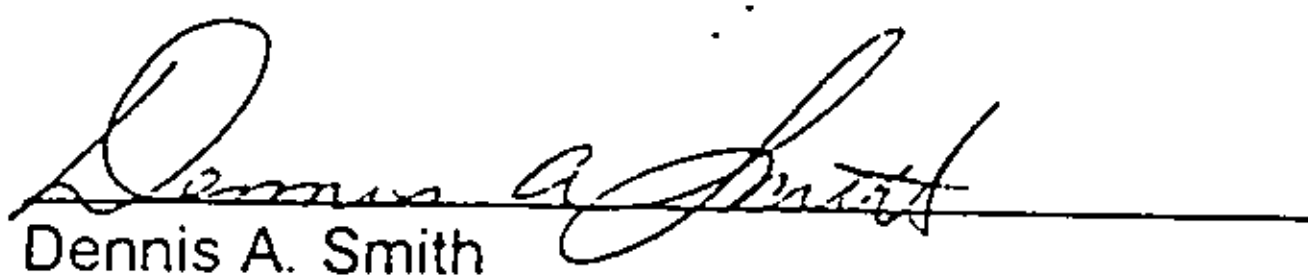
EXHIBIT "C"
DRAINAGE EASEMENT DESCRIPTION

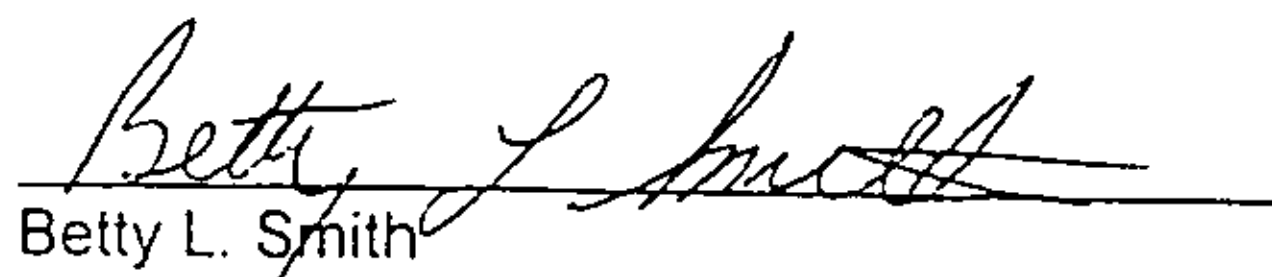
TRACT 2:

A permanent drainage easement forty (40) feet of equal and uniform width, being more particularly described as follows: Commencing at the Southeast corner of Lot 8 of Aumick's Addition to the City of Fayetteville, Washington County, Arkansas; thence with the South line of said Lot 8, North 87° 32' 43" West 85.00 feet, to the Point of Beginning; thence continuing North 87° 32' 43" West 40.0 feet; thence North 02° 27' 17" East 202.94 feet, to a point on the proposed new south right of way of Sixth Street; thence with said south right of way line, South 82° 09' 19" East 40.18 feet; thence South 02° 27' 17" West 199.17 feet, to the Point of Beginning and containing 8,042 square feet (0.185 acre), more or less.

SIGNED FOR IDENTIFICATION:

SELLER:


Dennis A. Smith


Betty L. Smith

APPRAISAL REPORT
FOR
CITY OF FAYETTEVILLE

Limited Summary Appraisal Report

PROJECT COUNTY Sixth Street Extension (Project No. 96044)
Washington
PARCEL # 765-02493-000 & 765-02495-000
LOCATION Pt. of Lots #6 & #7, Aumicks Addition
FEE OWNER Dennis A. & Betty L. Smith
ADDRESS 531 E. Huntsville Rd., Fayetteville, AR 72701

ESTATE APPRAISED Fee Simple

AREA OF WHOLE 1.869 acres

AREA OF RESIDUAL 1.378 acres

AREA OF PERMANENT ACQUISITION 21,423 SF or .49 Ac.
(Description attached)

Temporary Construction Easement 4,215 SF or .096 Ac.

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY:

	Before	
Land	\$ 48,861	
Improvements	<u>\$ Not Considered</u>	
Total		\$ 48,861
	After	
Land	\$ 36,007	
Improvements	<u>\$ Not Considered</u>	
Total		<u>\$ 36,007</u>

FAIR MARKET VALUE OF PERMANENT R-O-W ACQUISITION \$ 12,854

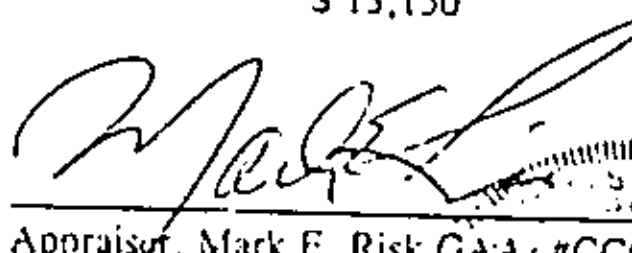
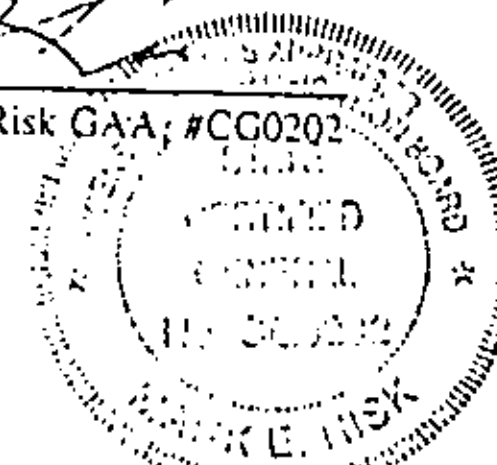
As of 27th day of August, 1998

ALLOCATION OF F.M.V. OF TOTAL ACQUISITION

R-O-W	21,423 SF @ \$.60/SF	= \$ 12,854	Say	\$ 12,900
T.C.E.*	4,215 SF @ \$.60/SF x .10 x 1	= \$ 253	Say	\$ 250
Trees	None			\$ 0
Improvements	None			\$ 0
Total R-O-W, T.C.E., Trees, & Improvements				\$ 13,150
Damages or Benefits				\$ 0
Total Compensation				\$ 13,150

ATTACHMENTS:

- ☒ Certificate of Appraiser
- ☒ Photographs
- ☒ Site, H&B Use & Narrative
- ☒ Legal Descriptions
- ☒ Market Data Approach
- ☒ Survey
- ☒ Tax Assessment Card


Appraiser, Mark E. Risk GAA #CG0202


* Temporary Construction Easement (T.C.E.) value is based upon the fee simple land value multiplied times the Current Yield on 1 Year CDs for a 1 year period plus a premium for inconvenience.

APPRAISAL REPORT
FOR
CITY OF FAYETTEVILLE

Limited Summary Appraisal Report

PROJECT	Sixth Street Extension (Project No. 96044)
COUNTY	Washington
PARCEL #	765-02496-000 & 765-02497-000
LOCATION	Pt. of Lots #7 & #8 Annicks Addition
FEE OWNER	Dennis A. & Betty L. Smith
ADDRESS	531 E. Huntsville Rd., Fayetteville, AR 72701
ESTATE APPRAISED	Fee Simple
AREA OF WHOLE	1.305 acres
AREA OF RESIDUAL	.565 acres
AREA OF PERMANENT ACQUISITION (Descriptions attached)	32,210 SF or .74 Ac.
Drainage Easement	8,042 Sq. Ft. or .185 acre
Temporary Construction Easement	1,884 Sq. Ft. or .043 acre

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY:

Before	
Land	\$ 34,105
Improvements	<u>\$ 25,875</u>
Total	\$ 59,980
After	
Land	\$ 13,580
Improvements	<u>\$ 0</u>
Total	\$ 13,580
FAIR MARKET VALUE OF PERMANENT R-O-W ACQUISITION	\$ 46,400

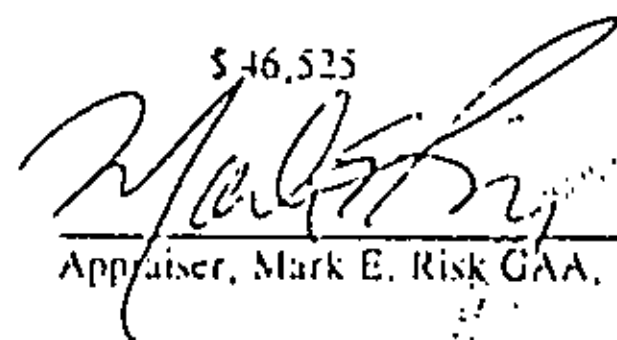
As of 27th day of August, 1998

ALLOCATION OF F.M.V. OF TOTAL ACQUISITION

R-O-W	32,210 SF @ \$.60/SF	= \$19,326	Say	\$ 19,325
Drainage Esmt.	8,042 SF @ \$.15/SF	= \$ 1,206	Say	\$ 1,200
T.C.E.*	1,884 SF @ \$.60/SF x .10 x 1	= \$ 113	Say	\$ 125
Trees	Included in Land Value			\$ 0
Improvements	Dwelling - 1,035 SF @ \$25/SF	= \$25,875		\$ 25,875
Total R-O-W, D.E., T.C.E., Trees, & Improvements				<u>\$ 46,525</u>
Damages or Benefits				\$ 0
Total Compensation				\$ 46,525

ATTACHMENTS:

☒	Certificate of Appraiser
☒	Photographs
☒	Zoning, H&B Use & Narrative
☒	Legal Descriptions
☒	Market Data Approach
☒	Survey
☒	Tax Assessment Card


Appraiser, Mark E. Risk GAA, #CG0202

* Drainage Easement (D.E.) value is based upon 25% of the fee simple land value per appraiser research.
Temporary Construction Easement (T.C.E.) value is based upon the fee simple land value multiplied times the Current Yield on 1 Year CDs for a 1 year period plus a premium for inconvenience.

APPRAISAL REPORT
FOR
CITY OF FAYETTEVILLE

Limited Summary Appraisal Report

PROJECT
COUNTY Sixth Street Extension (Project No. 96044)
 Washington

PARCEL # 765-02498-000

LOCATION
FEE OWNER Lot #9 Aumnicks Addition
ADDRESS Dennis A. & Betty L. Smith
 531 E. Huntsville Rd., Fayetteville, AR 72701

ESTATE APPRAISED Fee Simple

AREA OF WHOLE 1.056 acres AREA OF RESIDUAL .557 acres

AREA OF PERMANENT ACQUISITION 21,733 SF or .50 Ac.
(Description attached)

Temporary Construction Easement 2,168 SF or .050 Ac.

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY:

	Before	
Land	\$ 27,608	
Improvements	\$ 0	
Total		\$ 27,608
	After	
Land	\$ 14,569	
Improvements	\$ 0	
Total		\$ 14,569
FAIR MARKET VALUE OF PERMANENT R-O-W ACQUISITION		\$ 13,039

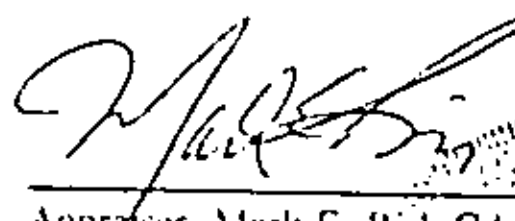
As of 27th day of August, 1998

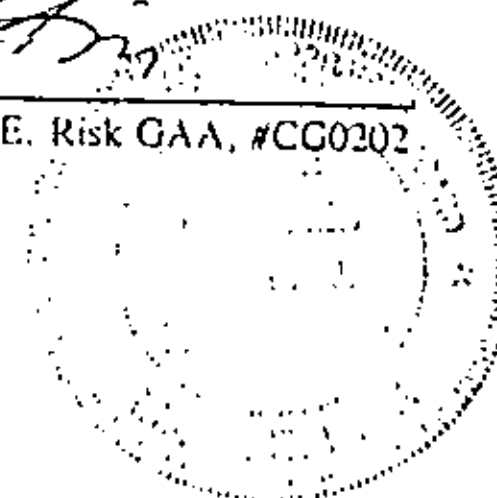
ALLOCATION OF F.M.V. OF TOTAL ACQUISITION

R-O-W	21,733 SF @ \$.60/SF	= \$ 13,039	Say	\$ 13,100
T.C.E.*	2,168 SF @ \$.60/SF x .10 x 1	= \$ 130	Say	\$ 130
Trees	None			\$ 0
Improvements	None			\$ 0
Total R-O-W, T.C.E., Trees, & Improvements				\$ 13,230
Damages or Benefits				\$ 0
Total Compensation				\$ 13,230

ATTACHMENTS:

- ☒ Certificate of Appraiser
- ☒ Photographs
- ☒ Site, H&B Use & Narrative
- ☒ Legal Descriptions
- ☒ Market Data Approach
- ☒ Survey
- ☒ Tax Assessment Card


Appraiser, Mark E. Risk GAA, #CG0202



- * Temporary Construction Easement (T.C.E.) value is based upon the fee simple land value multiplied times the Current Yield on 1 Year CDs for a 1 year period plus a premium for inconvenience.

STAFF REVIEW FORM

X Agenda Request
X Contract Review
Grant Review

For the City Council Meeting of 06/01/99

From:

Jan Simco
Name

Community Development
Division

Admin Services
Department

ACTION REQUESTED:

Approve offer and acceptance contract, Homebuyer program property sale- 1034 S Washington

COST TO THE CITY:

72,363 expended on rehab		
3,500 estimated down payment assistance		
(58,000) estimated sale proceeds	<u>\$178,748</u>	<u>Homebuyer Program</u>
Cost of this request	<u>Project Budget</u>	<u>Category/Project Name</u>
<u>2180.4940</u>	<u>\$40,691</u>	<u>Housing Services</u>
<u>Account Number</u>	<u>Funds used to date</u>	<u>Program Name</u>
<u>98089</u>	<u>\$138,057</u>	<u>Community Development</u>
<u>Project Number</u>	<u>Remaining Budget</u>	<u>Fund</u>

BUDGET REVIEW:

X Budgeted Item Budget Adjustment Attached

Jan Simco
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Grantor Agency: _____

Marilyn Chamber 5-14-99
Accounting Manager Date

Internal Auditor Date

5-17-99
City Attorney Date

ADA Coordinator Date

Purchasing Manager Date

STAFF RECOMMENDATION:

Staff requests approval of contract

Division Head Date

Admin Sves Director Date

Department Director Date

Mayor Date

DEPARTMENTAL CORRESPONDENCE

To: Staff review Committee, Council Members
From: James Nicholson, Community Development Representative
Thru: Jan Simco, Community Development Coordinator
Date: May 17, 1999
Re: Affordable Homebuyer Program

This property sale is through the Community Development Homebuyer Program. This program purchases substandard housing in a targeted area of our city with Community Development Block Grant (CDBG) funds, rehabilitates those homes using a special HOME Investment Partnership Program grant, and offers them for sale to qualified program applicants.

The goals of the program are ambitious; revitalization and preservation of the neighborhood, moving renters to home ownership, better utilization of the grant funds by "recycling" sale proceeds back into the program, and we hope to encourage a cooperative effort between city government and private agencies, non-profits, Realtors, tradespeople and lenders, and thereby encourage a higher visibility and broader participation to the important issue of affordable housing.

Applicants to the program must meet our income limits. These limits are set by HUD and represent 80% of the area median income adjusted for family size. A program buyer must also apply for and be approved for a mortgage loan through a private lending institution just like any potential home buyer.

In conjunction with the acquisition/rehabilitation project we offer a down payment and closing costs assistance grant to assist the purchaser to qualify for financing and to reduce their cost at closing to an affordable sum. The down payment and closing costs grant is also an incentive for our program applicants to attend a home buyers education workshop, an eight hour class which is hosted by an associate organization, Family Service Agency, a division of Consumer Credit Counseling Service. The course is designed to prepare potential home buyers for their purchase.

REAL ESTATE CONTRACT (Offer and Acceptance)

HOME BUYER
A.4.3

May 11

1. BUYER Hilda Bounds
2. PROPERTY DESCRIPTION AND ADDRESS 1014 South Washington
Lots 19, 20, 27, 28, Block 3, Glenwood Park Addition, Fayetteville
Single family residential
3. PURCHASE PRICE The Buyer will pay \$ 58,000.00 for the property at closing. The down payment shall be \$ 1200.00 with balance subject to the following conditions:
 - A. ☒ NEW LOAN ☐ Cash ☐ FHA ☐ VA
The Buyer's ability to obtain a loan to be secured by the property in an amount not less than \$ 53,500.00, payable over a period of 30 years with interest not to exceed 7 1/2 % per annum. Unless otherwise specified, all loan costs and prepayment penalties shall be paid by Buyer. If said loan is not available or is not closed, Buyer agrees to pay for all costs incurred including appraisal and credit report, unless failure to close is caused by Seller.
 - B. ☐ LOAN ASSUMPTION: The Buyer's ability to assume existing loan payable to _____ in the approximate amount of \$ _____, currently payable at approximately \$ _____ per month, including ☐ principal, ☐ interest, and ☐ existing taxes, and ☐ existing insurance. Payments on existing loan to be current at closing.
 - C. ☒ OTHER: Buyer's downpayment of \$200 does not include down payment and closing costs assistance grant. Grant will pay 1/2 down payment and 100% of eligible closing costs up to a total of \$3500
4. APPLICATION FOR FINANCING: If applicable, Buyer agrees to make application for a new loan or loan assumption within 30 days from date of this contract.
5. EARNEST MONEY: Buyer herewith tenders a check for \$ 5500 as earnest money, which shall apply on purchase price or closing costs. This offer is accepted. This sum shall be deposited by Agent and if offer is not accepted or if title requirements are not fulfilled, it shall be promptly refunded. Buyer, if, after acceptance, Buyer fails to fulfill his obligations, the earnest money shall become liquidated damages, WHICH FACT SHALL NOT PRECLUDE SELLER OR AGENT FROM ASSERTING OTHER LEGAL RIGHTS WHICH THEY MAY HAVE BECAUSE OF SUCH BREACH.
6. CONVEYANCE: Conveyance shall be made to Buyer, or as directed by Buyer by general warranty deed, except it shall be subject to recorded restrictions, easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by seller.
7. ABSTRACT OR TITLE INSURANCE: The owner(s) of the above property, hereinafter called Seller, shall furnish, at Seller's cost, a complete abstract reflecting merchantable title satisfactory to Buyer's attorney, however, Seller shall have an option to furnish Buyer, in place of abstract, a policy of title insurance in the amount of the purchase price, and submission of an abstract shall not constitute a waiver of this option. If objections are made to title, Seller shall have reasonable time to meet the objections or to furnish title insurance.
8. PROVISIONS: Taxes and special assessments due on or before closing shall be paid by Seller. Any deposits on rental property are to be transferred to Buyer at closing. Insurance, current general taxes and special assessments, rental payments, and any interest on assumed loans shall be prorated as of closing unless otherwise specified herein.
9. CLOSING: The closing date, which will be designated by Agent, is estimated to be on or about June 30, 1999.
10. POSSESSION: Possession shall be delivered to Buyer:
 - A. ☒ Upon closing
 - B. ☐ After closing, but not later than _____ days after closing. In this event, Seller agrees to pay at closing \$ _____ per day from closing to date possession is delivered and to leave this sum with Agent to be disbursed to the party entitled thereto on the date possession is delivered.
11. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the purchase price. Such fixtures and attached equipment shall include, but not be limited to, the following: window air conditioners, carpeting, indoor and outdoor lighting fixtures, window and door coverings, gas or electric grills, awnings, mail boxes, garage door openers and remote units, water softeners, propane and butane tanks, antennas and any other items bolted, nailed, screwed, nailed or otherwise attached to the real property in a permanent manner.
12. TERMITE CONTROL REQUIREMENTS:
 - A. ☐ None.
 - B. ☐ Purchase price to include a current termite control policy issued by licensed operator.
 - C. ☒ Purchase price to include termite control policy and inspection report, as required by HUD, VA, or lender.
13. INSPECTIONS AND REPAIRS: Buyer certifies that Buyer has inspected the property and is not relying upon any warranties, representations or statements of Agent or Seller as to age or condition of improvements, other than those specified herein. 12A and 12B do not apply to new previously unoccupied dwelling.
 - A. ☒ Buyer accepts the property in its present condition, subject only to the following: None
 - B. ☐ The following items, if any, shall be in normal working order at closing: dishwashers, disposals, trash compactors, ranges, exhaust fans, heating and conditioning systems, plumbing system, electrical system, and _____
Buyer shall have the right, at Buyer's expense, to inspect the above items prior to closing. If any of the above items are found not to be in normal working order, Buyer may notify Seller in writing prior to closing. After notice as provided herein, Seller agrees to pay the cost of repair of any such items up to but not exceeding \$ _____.
If cost of such repairs will exceed the above amount, and Seller refuses to pay the additional cost, Buyer may accept the property in its condition at close with credit on the purchase price in the above amount; or Buyer may declare this contract null and void.
If Buyer does not give notice of defects in writing prior to closing, all subsequent repairs shall be solely at Buyer's expense.
14. RISK OF LOSS: The risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.
15. EXPIRATION OF OFFER: This offer expires if not accepted within 30 days from this date.
16. OTHER CONDITIONS: Sale subject to Deferred Loan agreement (attached)
Contract is contingent on approval by the Fayetteville City Council
If council fails to approve, this contract is null and void, and
buyer's earnest money will be returned.

1980 FTC Ruling			
INSULATION: (All of the following information MUST be inserted if this is a NEW home. Insulation is / will be installed as follows:			
	TYPE	THICKNESS	R VALUE
Exterior Walls	_____	_____	_____
Interior Walls	_____	_____	_____
Ceilings (in all areas)	_____	_____	_____
WALLS for which above information varies (such as special insulation in basement)			
The above information has been furnished by the insulation manufacturer or home builder and is relied on by Seller and Agent.			

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

Selling Agency <u>N/A</u>	Buyer's Signature <u>Hilda Bounds</u>
Selling Associate's Signature <u>N/A</u>	Buyer
The above offer is accepted on _____, 19____. I agree to pay the below named agent a fee of _____ for professional services rendered in including said offer. If for any reason the earnest money provided for herein is forfeited by Buyer under the provisions herein, same shall be divided equally between Seller and Agent after payment of incurred expenses.	
Selling Agency <u>N/A</u>	Seller's Signature _____
Selling Associate's Signature <u>N/A</u>	Seller





City of Fayetteville, Arkansas

DEFERRED LOAN AGREEMENT

This agreement executed this 30th day of June, 1999 between the City of Fayetteville, hereinafter called the City and Hilda Bounds, hereinafter called the Grantee.

In consideration of the mutual covenants herein, the parties agree as follows:

1. That the City shall provide the Grantee a loan in the amount of Forteen Thousand, Nine Hundred and Ninety Nine Dollars, (\$14,999.00), representing the subsidy to the Grantee(s) for the rehabilitation of the existing residential structure located at 1034 S Washington Avenue being more particularly described as:

Lots 19, 20, 37, and 38, Block 3, Glenwood Park Addition,
Fayetteville, Arkansas as per Plat on file in the office of the
Circuit Clerk and Ex-Officio Recorder of Washington County,
Arkansas

2. Grantee certifies that he/she intends to occupy this property as his/her principal residence.

3. If the residence described above is sold, transferred, rented or otherwise conveyed within a Seven, (7) year period, aka the "affordability period", Grantee agrees to repay the loan in a manner satisfactory to the City, less any credit accrued as follows:

For each year the Grantee personally occupies the residence, the total Deferred Loan amount specified above will be reduced by FOURTEEN, AND THREE TENTHS OF A PERCENT (14.3%) of the original amount.

The proceeds of said sale or conveyance shall be applied as follows; the Grantee is permitted to recover his or her initial investment, plus capital improvements made subsequent to the original sale, and, the remaining proceeds shall be applied to satisfying the terms of this agreement. In the event proceeds from said sale equal an amount over and above the amount necessary to return the Grantee's investment and satisfy the terms of this agreement, the additional amount shall be split between the Grantee and the City as follows; Grantee 75%, City 25%.

4. If the residence described above is sold, transferred, or otherwise conveyed to an income eligible household during the affordability period described in paragraph 3., the Grantee may at his or her option, and with permission in writing from the City, transfer the mutual covenants and remaining term of the affordability period plus (+) three (3) years, but no less than seven (7) years total, to the subsequent buyer or transferee. Income eligible household is described as a household having a combined adjusted gross annual income, as defined in the federal income tax IRS form 1040, below 80% of the area median income and adjusted for family size.

5. In the event of default and non-payment of the balance due by Grantee, the City shall have the power to offer the property at public sale to the highest bidder for cash. Public notice of the time and place of said sale having first been given ten (10) days in advance by advertising in a newspaper of general publication in the City of Fayetteville, at which sale the City may bid and purchase as any third person might do. The proceeds of said sale shall be applied, first, to the payment of all costs and expenses attending said sale, and second, the Grantee is permitted to recover their initial investment plus capital improvements made subsequent to the original sale, lastly, the remaining proceeds shall be applied to satisfying the terms of this agreement.

6. During the term of this agreement the Grantee shall;
- a. Insure all insurable property encumbered hereby against such hazards and in such amounts and under such form of policies, as shall be acceptable to the City for the term of this Agreement; the Grantee shall supply a copy of a current Certificate of Insurance to the City once annually for the term of this agreement as described in paragraph 3.
 - b. Protect the property from damage, deterioration, and waste including hazardous waste and to make all replacements and repairs necessary to keep the property in good physical condition;
 - c. Prevent the property from becoming encumbered by any lien or charge having priority over the lien of this Agreement. This Agreement shall not be subordinated to any subsequent lien, other than those which are perfected in the original financing arrangement of the property. In the event the Grantee(s) refinances the property, he/she agrees to repay the Deferred Loan in full, less any credit accrued at the rate stipulated in Paragraph 3., of this agreement.
7. The failure of the City or Grantee to enforce any term or provision, or right given in this agreement at the time of any default, shall not be a waiver to enforce same at a later date.
8. The Grantee covenants and agrees that he/she will comply with all requirements imposed by regulations of Title VI of the Civil Rights Act of 1964. Grantee agrees not to discriminate upon the basis of race, color, religion, sex, or national origin in the sale, lease, rental, use of or occupancy of the real property rehabilitated with the assistance of this Loan.
9. Upon execution, this agreement will be filed with the Ex-Officio Recorder of Washington County, Arkansas for the period specified in paragraph 3 of this Agreement, and shall be considered to constitute a lien on the property with all rights and privileges of said lien as set forth by applicable Arkansas State statutes and assigned to the City as lien holder.
10. Upon satisfactory completion of all terms and conditions of this agreement by the Grantee, or upon payment of any balance due; the Grantee shall be entitled to a release and satisfaction by the City of the lien.

CITY OF FAYETTEVILLE
COMMUNITY DEVELOPMENT DIVISION COORDINATOR

GRANTEE(S)

SUBSCRIBED AND SWORN to before me, a Notary Public this day,
1999

My Commission Expires:

Notary Public

CITY OF FAYETTEVILLE
COMMUNITY DEVELOPMENT DIVISION

HOME BUYER ASSISTANCE WORK SHEET

These figures are estimates at this time

NAME Hilda Bounds
ADDRESS 1034 South Washington
Fayetteville, AR 72701

PURCHASE INFORMATION

Purchase Price	\$58,000.00
Closing Costs	1,500.00
Total Due from Buyer	<u>59,500.00</u>

Earnest money	500.00
Amount of New Loan	54,800.00
Buyer cash at close	700.00
Total	<u>56,000.00</u>

CDBG GRANT INFORMATION

Down Payment (50%)	\$2,900.00
Total Closing Costs	\$1,500.00
Less Prepaids	<u>(\$250.00)</u>
Total Eligible Costs	\$4,150.00

TOTAL GRANT AMOUNT=====> **\$3,500.00**

I certify that the person or persons listed above meet the eligibility requirements to participate in the Home Buyer Assistance Program.

Community Development Coordinator

Date

STAFF REVIEW FORM

CORA STONEWOOD
C.1.1

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of June 1, 1999

FROM:

Connie Edmonston
 Name

Parks and Recreation
 Division

Public Works
 Department

ACTION REQUIRED:

Waiver of Ordinance 3793 to accept money in lieu as the park land requirement of the Stonewood Subdivision.

COST TO CITY:

SN/A
 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

[Signature]
 Budget Coordinator

[Signature]
 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

[Signature]
 Accounting Manager

5-7-99
 Date

ADA Coordinator _____ Date

[Signature]
 City Attorney

5-10-99
 Date

[Signature]
 Internal Auditor 5-10-99
 Date

[Signature]
 Purchasing Officer

5-10-99
 Date

STAFF RECOMMENDATION:

Waiver of Ordinance 3793 to accept money in lieu as the park land requirement.

[Signature]
 Division Head

5-7-99
 Date

Cross Reference

[Signature]
 Department Director

5-10-99
 Date

New Item: Yes No

[Signature]
 Administrative Services Director

10 MAY 99
 Date

Prev Ord/Res
 #: _____

[Signature]
 Mayor

5/11/99
 Date

Orig Contract
 Date: _____

STAFF REVIEW FORM

Description _____

Meeting Date _____

Comments:

Budget Coordinator

Accounting Manager

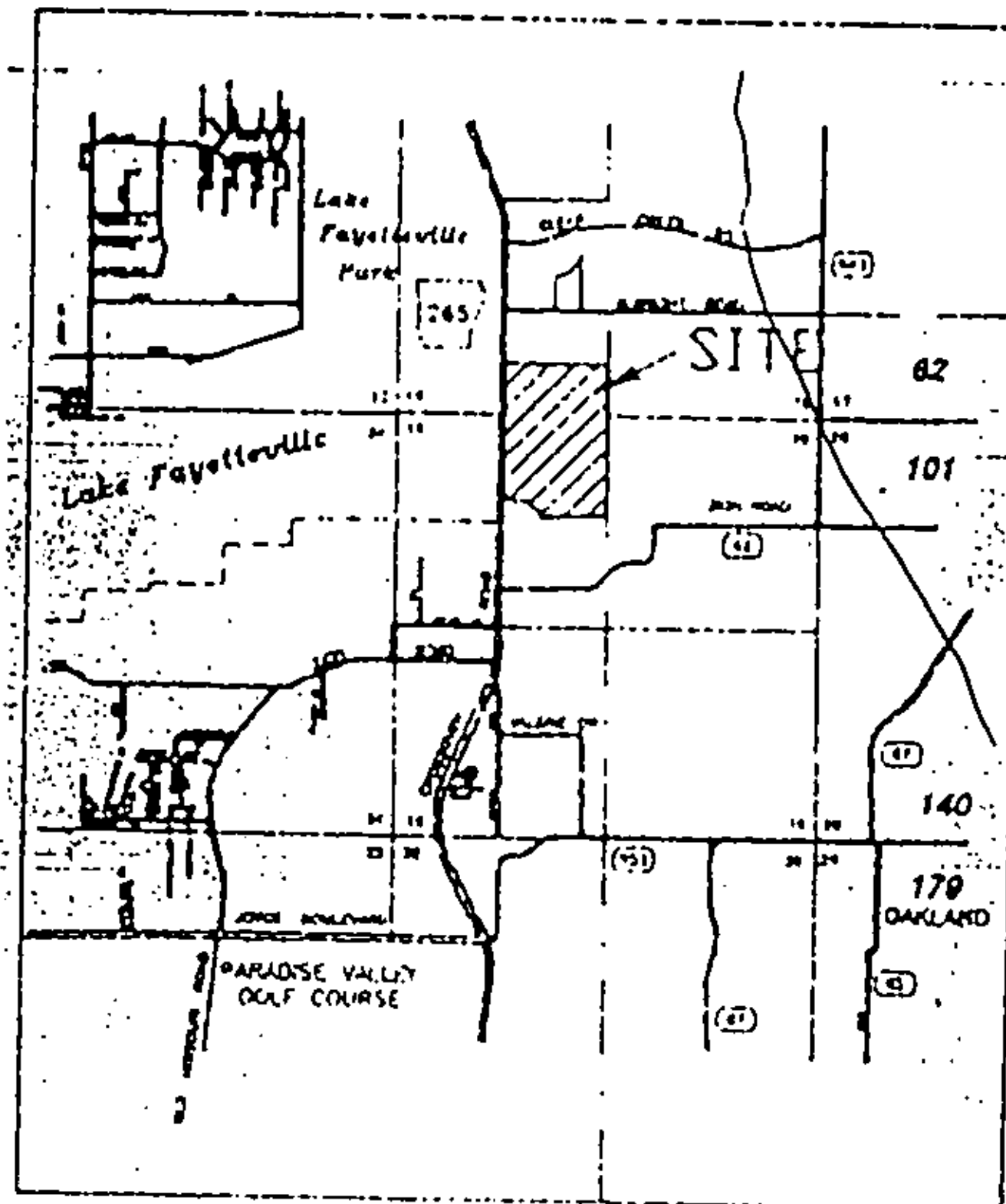
City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Reference Comments:



VICINITY MAP

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and City Council
THRU: Charlie Venable, Public Works Director
FROM: Connie Edmonston, Parks & Recreation Superintendent *C.E.*
DATE: May 18, 1999

RE: Waiver of the Park Land Dedication Ordinance 3793

Stonewood is a proposed 119 single family development on a 57.23 acre tract located on Highway 265 across the road from the Botanical Garden Society of the Ozarks at Lake Fayetteville. The owner and developer is Mark Foster with Carter and Hodges as the engineers. Because this is over 100 units, Ordinance 3793 regulates the Parks Division to accept a land dedication. The ordinance states:

...However, if the Parks and Recreation Advisory Board determines that a neighborhood park is not feasible or advisable, it may recommend to the City Council that a cash contribution pursuant to our ordinance be accepted in lieu of land dedication. The City Council will either accept the recommendation for a cash contribution or return the subdivision plat to the Parks Board with instructions or for further study.

The requirement for the park land ordinance is 2.98 acres, or the money in lieu is \$44,625. Park staff toured the site with the engineer and recommended money in lieu be accepted as the requirement. The site was also visited on the Parks and Recreation Advisory Board (PRAB) tour on April 19, 1999. The plat was brought before the PRAB on May 3, 1999 and at a special PRAB meeting on May 17, 1999. PRAB's recommendation at the May 17, 1999 meeting was as follows:

MOTION: Luttrell/Colwell moved to request a waiver of the park land dedication ordinance from City Council and recommended accepting money in lieu of park land for the proposed Stonewood Subdivision.

Motion was approved unanimously, 5-0-0.

The recommendation to accept money in lieu as the park land requirement was based on the following justifications:

1. This is not a priority area to develop as a park according to the Park Master Plan.
2. The subdivision lies adjacent to Lake Fayetteville Park. In addition, there are 162 acres of park land in close proximity to serve this subdivision. (Lake Fayetteville Hobby Use Area (40 acres); Lake Fayetteville - Botanical Garden Society of the Ozarks (98 acres); Routh Park (1.64 acres); Easton (2.48 acres); Crossover Park (20 acres))
3. The proposed land to be dedicated is in the flood plain and floodway; and therefore would be difficult and costly to maintain and develop as a park.

Please review this request to waive the park land dedication requirement and to accept money in lieu as the park land ordinance requirement for Stonewood. The required \$44,625 park land fee must be used for acquisition and development of park land that serves the development within the northeast park district. These funds must be expended within three calendar years of the last date of the calendar year in which it was received. If you have any questions concerning our requests, please call me at 444-3473.

Attachment: Map

VICINITY MAP

STAFF REVIEW FORM

REC. ACTIVITY
C.2.1

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of June 1, 1999
 FROM: _____

Connie Edmonston
 Name _____

Parks and Recreation
 Division _____

Public Works
 Department _____

ACTION REQUIRED:

Amendment to Code of Ordinance Section 97.070 - Recreational Activities at Lake Fayetteville, Lake Sequoyah, and Lake Wilson.

COST TO CITY:

\$n/a
 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 _____

Steph Davis
 Budget Coordinator

Mark D. Cross
 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marilyn G. Lyman
 Accounting Manager

5-7-99
 Date

ADA Coordinator _____

Date _____

S. R.
 City Attorney

5-9-99
 Date

Yolanda Stultz
 Internal Auditor

5-10-99
 Date

P. Vise
 Purchasing Officer

5-10-99
 Date

STAFF RECOMMENDATION:

Approval of Amendment to Code of Ordinance Section 97.070.

Connie Edmonston
 Division Head

5-7-99
 Date

Cross Reference

Charles Canale
 Department Director

5-10-99
 Date

New Item: Yes No

Mark D. Cross
 Administrative Services Director

10 MAY 99
 Date

Prev Ord/Res
 #: _____

Paul Hume
 Mayor

5/10/99
 Date

Orig Contract
 Date: _____

STAFF REVIEW FORM

Description _____

Meeting Date _____

Comments:
Budget Coordinator

Reference Comments:

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and City Council
THRU: Charlie Venable, Public Works Director
FROM: Connie Edmonston, Parks & Recreation Superintendent *C.E.*
DATE: May 5, 1999

RE: Amendment to Code of Ordinance Section 97.070 - Recreational Activities at Lake Fayetteville, Lake Sequoyah, and Lake Wilson

The Parks and Recreation Division requests approval of the amendment to the Code of Ordinance Section 97.070 creating the rules and regulations of Lake Fayetteville, Lake Sequoyah, and Lake Wilson as attached. The last revision of the ordinance was made on February 19, 1991 when the fees were increased. Park staff has worked with the Lake Sequoyah and Lake Fayetteville Boatdock Operators to revise the ordinance. The Parks and Recreation Advisory Board approved the revised ordinance at their May 3, 1999 meeting.

There were some changes in the ordinance wording, but the most significant revision was the increase in boat stall rental fees as follows:

	<u>Current Fee</u>	<u>Proposed Fee</u>
Lake Fayetteville	\$180/year	\$200/year for Fayetteville residents \$260/year for nonresident
Lake Sequoyah	\$60/year	\$80/year

There are 96 boat stalls at Lake Sequoyah with 62 being currently rented. At Lake Fayetteville, there are 58 boat stalls in which all are rented and there are 12 people on the waiting list for a stall. The fee increase will assist the lakes in becoming more self-sufficient. Other revisions include:

- Boat storage will not be permitted on the grounds due to lack of space and the higher maintenance required.
- Arkansas Game and Fish regulations shall control the number and size of fish which may be caught. The revised proposal adds: Any modifications to these regulations must be approved by the Fayetteville Parks and Recreation Division. This will allow our boatdock operators to better manage the fish population in our lakes as deemed necessary without having an ordinance revised each time. Fish number and size will be posted.
- Added a revision stating "no water skiing or jet skiing is permitted on the lakes".

Enclosed is the current ordinance as well as the proposed ordinance for your consideration. If you have any questions, please call me at 444-3473.



"PROPOSAL"
Approved by PRAB
MAY 3 1999

**RULES AND REGULATIONS
OF THE
CITY OF FAYETTEVILLE, ARKANSAS**

LAKE FAYETTEVILLE, LAKE SEQUOYAH, AND LAKE WILSON

FISHING, BOATING, AND PICNICKING

1. **HOURS**—Lake Fayetteville, Lake Sequoyah, and Lake Wilson shall be open to the general public throughout the year from sunrise to sunset daily and shall be closed each day from sunset to sunrise; provided, each lake shall be closed Thanksgiving Day. The boat docks shall be closed on December 24th and shall remain closed through January 14th.

2. **PERMITS FOR FISHING AND BOATING**—

Season Fishing Permit \$20 per individual for both lakes. (85 & over \$15)
Season Boating Permit \$20 per individual for both lakes. (85 & over \$15)
Daily Fishing Permits \$2 per individual for each lake. (85 & over \$1)
Daily Boating/Launching Permits \$2 per individual for each lake. (85 & over \$1)

Each person 18 years of age or older is required to purchase a fishing permit for fishing on each lake or any stream within the City owned lake property. Boating permit applies to the boat rather than the occupants thereof. All daily permits are only good during the day of purchase.

2A. **BOAT DOCKING**—Boat Docking shall be permitted at the boat docks at Lake Fayetteville and Lake Sequoyah on a space available basis. The fee at Lake Fayetteville shall be \$200 annually per boat for Fayetteville residents and \$260 annually per boat for non-residents; Lake Sequoyah shall be \$80 annually per boat.

3. **FISHING**—All fishing shall be done only from the lake bank or boat. No WADING, SWIMMING, or BELLY BOATS shall be permitted. Arkansas Game and Fish regulations shall control the number and size of fish which may be caught. Any modifications to these regulations must be approved by the Fayetteville Parks and Recreation Division. All persons should check with their local boat dock operator before fishing. IT SHALL BE UNLAWFUL FOR ANY PERSON FISHING TO USE TROT LINES, SET LINES, LIMB LINES, CAST NETS, YO-YO'S OR JUG FISHING.

4. **BOATING**—A boating permit for each boat must be purchased before its use on the lake. All boats must be docked at the boat landing at lake closing time. NO BOATS EXCEPT those used by lake employees WILL BE DOCKED AT ANY OTHER LOCATION ON THE LAKE.

5. **PLACE OF ENTRY**—All persons are warned to enter the lake for boating or fishing ONLY through the entrance at the lake office. Persons entering the lake property from any other location shall be considered trespassing and subject to prosecution for boating or fishing.

6. **USE OF MOTORS ON BOATS**—In the event that motors are used on boats, the boats shall be operated in such a manner that they will not endanger other boats or the occupants thereof and shall not be operated in such a manner as to create heavy waves causing undue erosion of the shoreline.

No boats shall be permitted within 500 feet of the spillway at Lake Sequoyah.

No houseboats, water skiing, or jet skis allowed. Speeding and boat racing is not permitted and each outboard motor operator is cautioned to operate his motor in a safe and cautious manner. Failure to abide by this regulation will cause loss of boating permit. The dock operator shall revoke the boating permit of any boat which in his judgment is not safe, overloaded, or operated in a careless manner.

All state laws governing boats must be in compliance before using a boat on any city lake. Facilities for docking or landing of boats will be provided, however, the City of Fayetteville, Arkansas will not be responsible for any damage or theft of boats, motors or equipment left in boats at docks.

7. **PICNICKING OR OTHER RECREATIONAL ACTIVITIES**—Shall be permitted on any part of Lake Fayetteville, Lake Sequoyah, or Lake Wilson or land surrounding said lakes, except within restricted nature areas, which is controlled by the City of Fayetteville, Arkansas. Overnight camping allowed only by special group permit.

8. **COMMITTING NUISANCES**—No person shall commit any nuisance while on Lake Fayetteville, Lake Sequoyah, and Lake Wilson or any of the land surrounding the lakes belonging to the City of Fayetteville, Arkansas, nor shall any trash or other materials be thrown into the lakes or left about the shore line or on the premises of any lake.

9. **FISHING AND BOATING PROHIBITED NEAR INTAKE TOWER**—No one will climb upon, enter, or fish from the intake towers of the lakes.

10. **FISHING ON STREAM BELOW DAM**—State laws governing fishing below dams shall be applicable on City property. Fishing permits are required to fish in the stream on City property below the dams.

11. **FIREARMS AND HUNTING**—No firearms, hunting, or trapping will be permitted on City owned property at any time.

12. **USE OF MOTOR VEHICLES**—No person at Lake Fayetteville, Lake Sequoyah, or Lake Wilson shall drive a motor vehicle or ride a motorcycle, ATV or bicycle on other than a paved vehicular road or path designated for that purpose.

13. **REVOKING PERMITS**—The City of Fayetteville, Arkansas shall have the right to revoke any permit issued under these regulations if it is determined that the permittee willfully violated any of these rules or regulations. When a permit is revoked, there will be no refunds.

14. **PENALTY**—Any person violating any provision of this ordinance shall be guilty of a misdemeanor and shall be punished by a fine of not more than \$500.

15. **RESCINDING FORMER RULES AND REGULATIONS**—Upon adoption of these rules and regulations governing fishing and boating on Lake Fayetteville, Lake Sequoyah, and Lake Wilson, and the property owned by the City of Fayetteville, Arkansas surrounding Lake Fayetteville, and Lake Sequoyah, and Lake Wilson by the City Council of the City of Fayetteville, Arkansas, all previously adopted rules for this purpose shall be rescinded.

Passed and Approved by the Board of Directors
of the City of Fayetteville, Arkansas
Authority: Ord. No. 2274, Am. 2803, Am. 3164, Am. 3203, Am. 3437, Am. 3533
Act. April 27, 1999

RULES AND REGULATIONS
OF THE
CITY OF FAYETTEVILLE, ARKANSAS

LAKE FAYETTEVILLE, LAKE SEQUOYAH, AND LAKE WILSON

FISHING, BOATING, AND PICNICKING

1. HOURS—Lake Fayetteville, Lake Sequoyah, and Lake Wilson shall be open to the general public throughout the year from sunrise to sunset daily and shall be closed each day from sunset to sunrise, provided, each lake shall be closed Thanksgiving Day. The boat docks shall be closed on December 24th and shall remain closed through January 1st.

2. PERMITS FOR FISHING AND BOATING -

Season Fishing Permit \$20 per individual for both lakes (65 & over \$15)
Season Boating Permit \$20 per individual for both lakes (65 & over \$15)
Daily Fishing Permits \$2 per individual for each lake (65 & over \$1)
Daily Boating Permits \$2 per individual for each lake (65 & over \$1)

Each person 16 years of age or older is required to purchase a fishing permit for fishing on each lake or any stream within the City owned lake property. Boating permit applies to the boat rather than the occupants thereof. All daily permits are only good during the day of purchase.

2A. BOAT DOCKING AND BOAT STORAGE—Boat Docking shall be permitted at the boat docks at Lake Fayetteville and Lake Sequoyah on a space available basis; the fee at Lake Fayetteville shall be \$15 per month per boat; the fee at Lake Sequoyah shall be \$60 annually per boat. Boat storage shall be permitted outside the boat dock area at such locations as may be designated by the dock operator. The rate for boat storage outside the dock area shall be \$12.00 annually per boat for Lake Sequoyah and \$120 annually per boat for Lake Fayetteville.

3. FISHING—All fishing shall be done only from the lake bank or from a boat. No WAJONG or SWIMMING shall be permitted. State laws shall control the number and size of fish which may be caught, provided, for persons over the age of 16 years, the minimum size for black bass shall be 12". All persons under 16 years of age, even though not required to purchase a fishing permit, shall comply in all respects with the rules and regulations prescribed herein. IT SHALL BE UNLAWFUL FOR ANY PERSON FISHING AT LAKE FAYETTEVILLE, LAKE SEQUOYAH, OR LAKE WILSON TO USE TROT LINES, SET LINES, LIMB LINES, YO-YO'S OR JUG FISHING.

4. BOATING—All persons MUST SIGN the daily register located at the lake office before using any boat on Lake Fayetteville or Lake Sequoyah.

A boating permit for each boat must be purchased before its use on the lake.

All boats must be docked at the boat landing at lake closing time. NO BOATS EXCEPT those used by lake employees WILL BE DOCKED AT ANY OTHER LOCATION ON THE LAKE.

5. PLACE OF ENTRY—All persons are warned to enter the lake for boating or fishing ONLY through the entrance at the lake office. Persons entering the lake property from any other location shall be considered trespassing and subject to prosecution for boating or fishing.

6. USE OF MOTORS ON BOATS—In the event that motors are used on boats, the boats shall be operated in such a manner that they will not endanger other boats or the occupants thereof and shall not be operated in such a manner as to cause heavy waves causing undue erosion of the shoreline.

No boats shall be permitted within 500 feet of the spillway at Lake Sequoyah.

Speeding and boat racing is not permitted and each outboard motor operator is cautioned to operate his motor in a safe and cautious manner. Failure to abide by this regulation will cause loss of boating permit. The dock operator shall revoke the boating permit of any boat which in his judgment is not safe for use or which is overloaded.

No house boats will be permitted on either lake at any time.

Facilities for docking or landing of boats will be provided, however the City of Fayetteville, Arkansas will not be responsible for any damage or theft of boats, motors, or any equipment left in boats or at docks.

All State laws governing boats must be complied with before using a boat on either lake.

7. PICNICKING OR OTHER RECREATIONAL ACTIVITIES—Shall be permitted on any part of Lake Fayetteville, Lake Sequoyah, or Lake Wilson or land surrounding said lakes, except within restricted nature areas, which is controlled by the City of Fayetteville, Arkansas. Overnight camping is allowed only by special group permit.

8. COMMITTING NUISANCES—No person shall commit any nuisance while on Lake Fayetteville, Lake Sequoyah, and Lake Wilson or any of the land surrounding the lakes belonging to the City of Fayetteville, Arkansas, nor shall any refuse, trash, or other materials be thrown into the lakes or left about the shore line or on the premises of either lake.

9. FISHING AND BOATING PROHIBITED NEAR INTAKE TOWER—No one will climb upon, enter, or fish from the intake towers of the lakes.

10. FISHING ON STREAM BELOW DAM—State laws governing fishing below dams shall be applicable on City property. Fishing permits are required to fish in the stream on City property below the dams.

11. FIREARMS AND HUNTING—No firearms or hunting will be permitted on City owned property at any time.

12. USE OF MOTOR VEHICLES—No person at Lake Fayetteville, Lake Sequoyah, or Lake Wilson shall drive a motor vehicle or drive a motorcycle or bicycle on other than a paved vehicular road or path designated for that purpose.

13. REVOKING PERMITS—The City of Fayetteville, Arkansas shall have the right to revoke any permit issued under these regulations if it determines that the permittee willfully violated any of these rules and regulations. When a permit is revoked, no refund shall be due the permittee.

14. PENALTY—Any person violating any provision of this ordinance shall be guilty of a misdemeanor and shall be punished by a fine of not more than \$500.

15. RESCINDING FORMER RULES AND REGULATIONS—Upon adoption of these rules and regulations governing fishing and boating on Lake Fayetteville, Lake Sequoyah, and Lake Wilson, and the property owned by the City of Fayetteville, Arkansas surrounding Lake Fayetteville, and Lake Sequoyah, and Lake Wilson by the City Council of the City of Fayetteville, Arkansas, all previously adopted rules for this purpose shall be rescinded.

Passed and Approved by the Board of Directors
of the City of Fayetteville, Arkansas
Authority: Ord. No. 2274, Am. 2222, Am. 3154, Am. 3203, Am. 3437, Am. 3523
Am. February 18, 1991

DRAFT

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING FUNDING FOR THE AD HOC COMMITTEE ON Y2K COMMUNITY PREPAREDNESS TO CREATE AWARENESS AND INFORM THE CITIZENS OF FAYETTEVILLE.

WHEREAS, the Ad Hoc Committee on Y2K Preparedness has organized; and,

WHEREAS, plans are being made to include preparedness information items in five utility bill mailing; and,

WHEREAS, each mailing is sent to 26,000 addresses; and,

WHEREAS, two or three five minute community Y2K informational videotape programs will be produced to be aired on Channels 3 and 8; and,

WHEREAS, each item requires the expenditure of funds for producing and copying; and,

WHEREAS, the Y2K Committee has no operating funds; and,

WHEREAS, the total costs of producing and copying these items will be approximately \$15,000.

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

Section 1. The City Council hereby approves funding for the Ad Hoc Committee on Y2K Preparedness in the amount of \$15,000.

PASSED AND APPROVED this _____ day of _____, 1999.

APPROVED: _____

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

Tuesday, June 1, 1999

Northwest Arkansas TIMES A5



**CITY OF FAYETTEVILLE
FINAL AGENDA
FAYETTEVILLE CITY COUNCIL**

JUNE 1, 1999

A meeting of the Fayetteville City Council will be held on April 20, 1999 at 6:30 p.m. in Room 219 of the City Administration Building, 113 West Mountain Street, Fayetteville, Arkansas.

The following items will be considered.

A. CONSENT AGENDA

1. **APPROVAL OF MINUTES:** Approval of the minutes from the May 18, 1999 City Council meeting.
2. **STREET NAME CHANGE:** A resolution approving the changing of the name of West 20th Street to Research Center Boulevard.
3. **SIXTH STREET EXTENSION:** Approval of a resolution approving the resolution authorizing the City to purchase 1.775 acres of land and improvements from Dennis A. and Betty L. Smith for \$75,000 plus closing costs in association with the extension of Sixth Street from Wood Avenue to East Huntsville Road.
4. **HOME BUYER PROGRAM PROPERTY SALE:** Approval of an offer and acceptance contract for the Community Development department to proceed with a Homebuyer Program property sale at 1034 South Washington Street, Fayetteville. Cost of this request: \$72,363 expended on rehabilitation; \$3,500 estimated down payment assistance; (\$58,000) for estimated sale proceeds.

B. OLD BUSINESS

1. **DRAINAGE IMPROVEMENTS:** A resolution approving a construction contract and project contingency for the construction of the proposed Drainage Improvements to Boardwalk Subdivision and Ridgely Manor Drive Area. A budget adjustment to fully fund the project. Establishment on off-site assessment for future developments which the proposed drainage improvements.
2. **BOARDWALK ADDITION, PHASE 3:** An ordinance authorizing the City Attorney to seek possession of certain land located south of Boardwalk Addition, Phase 3 and west of Highway 265 (Crossover Road) in the city of Fayetteville, Arkansas; by the power of eminent domain, in association with the required easements for the Londonderry Drainage Improvements. Such property owned by Nancy Witt Lewis & Robert Lewis. Contingent upon the City Council approving the drainage improvements for Boardwalk Subdivision.

C. NEW BUSINESS

1. **STONEWOOD SUBDIVISION:** Waiver of Ordinance 3793 to accept money in lieu as the park land requirement of the Stonewood Subdivision.
2. **PARK REGULATIONS:** Amendment to Fayetteville Code of Ordinances, Section 97.070 - Recreational Activities at Lake Fayetteville, Lake Sequoyah and Lake Wilson.
3. **Y2K FUNDING:** A resolution authorizing funding for the ad hoc committee on Y2K Community Preparedness to create awareness and inform the citizens of Fayetteville.

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