

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL JUNE 15, 1999

A meeting of the Fayetteville City Council will be held on June 15, 1999 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

The following items will be considered:

- **NOMINATING COMMITTEE REPORT:** Appointment of new committee members.
- A. **CONSENT**
 - 1. **MINUTES:** Approval of the minutes from June 1, 1999 City Council meeting.
 - 2. **GREATHOUSE PARK BRIDGE:** A resolution approving a construction contract with Tomlinson Asphalt to furnish and install a 10' X 75' prefab steel bridge providing the only access to Greathouse Park. Construction will also include excavation of the channel and concrete abutments. The contract amount is \$102,313 with a project contingency of \$10,000 totaling \$112,313 and a budget adjustment.
 - 3. **YVONNE RICHARDSON CENTER EXPANSION:** A resolution approving an offer and acceptance to acquire property located at 151 E. Mountain Street for future expansion of the Yvonne Richardson Community Center.
 - 4. **WEST FORK WATER:** A resolution approving a contract for the wholesale water purchase contract with the city of West Fork.
 - 5. **BID 99-54:** A resolution approving Bid 99-54 for a breathing air compressor and cascade air storage system for the fire department.
 - 6. **LAND PURCHASE:** A resolution authorizing the City to purchase 1.22 acres of unimproved land from Charles T. Combs for \$34,500 plus closing costs in association with the extension of Sixth Street from Wood Avenue to East Huntsville Road.
 - 7. **DICKSON STREET IMPROVEMENT DISTRICT COMMISSIONERS:** A resolution confirming the reappointment of two commissioners, Carl Collier and Greg House, to the Dickson Street Improvement District.

B. OLD BUSINESS

1. **UNDERGROUND UTILITY EXEMPTIONS:** An ordinance amending Section 166.13 of the Code of Fayetteville allowing for exemptions to the Underground Utility requirements.

C. NEW BUSINESS

1. **VA 99-7:** An ordinance for vacation request VA 99-7 as submitted by Rob Sharp Architect on behalf of MTM of El Dorado LLC for property located at 1586 Amber Drive. The property is zoned R-1, Low Density Residential. The request is to vacate a portion of a 20' utility easement within Charleston Place Subdivision.
2. **INDUSTRIAL PARK - WEST:** A resolution approving an offer and acceptance of property for land in the Industrial Park, as negotiated by the Fayetteville Chamber of Commerce.
3. **OZARKS ELECTRIC CONDEMNATION:** An ordinance authorizing the City Attorney to seek possession of certain land owned by Ozarks Electric Cooperative Corporation located on Highway 16 West in the City of Fayetteville, Arkansas, by the Power of Eminent Domain, in association with the required easements for the Highway 16 West Water and Sewer Relocations.
4. **WASHINGTON SCHOOL GYM:** Discussion of additional funding for a brick facade for the Washington School gymnasium.

6/15/99

CITY COUNCIL JUNE 1, 1999

	ROLL			HD. CY Nominating Report.	
RUSSELL	✓			✓	
REYNOLDS	✓			✓	
AUSTIN	✓			✓	
DAVIS	✓			✓	
TRUMBO	✓			✓	
DANIEL	✓			✓	
SANTOS	A			✓	
YOUNG	✓				
MAYOR HANNA	A.				
	BD RA, CONSENT		BD. RA WILKINSON DICKSON ST. IMPROV.	RA BD.	
RUSSELL	✓			✓	
REYNOLDS	✓			A	
AUSTIN	✓			✓	
DAVIS	✓			✓	
TRUMBO	✓			✓	
DANIEL	✓			✓	
SANTOS					
YOUNG	✓			A	
MAYOR HANNA					
	RA 2ND BD UND. UTIL	RA 3RD HD.	Passed	4-1-2	
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS					
YOUNG	✓	✓	✓		
MAYOR HANNA					
	7-0-0.	7-0-0.	7-0-0		

CITY COUNCIL JUNE 1, 1999

	HD ^{2ND} BP VA 99-7	BD ^{3RD} KR.	PASS.		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS					
YOUNG	✓	✓	✓		
MAYOR HANNA			7-0-0		
	2ND. PARK.				
RUSSELL					
REYNOLDS					
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
MAYOR HANNA					
	KR ^{2ND} BD. OZARK	HD ^{3RD} CH. ELIZ.	PASS.		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS					
YOUNG	✓	✓	✓		
MAYOR HANNA					
	7-0-0	7-0-0.	7-0		

CITY COUNCIL JUNE 1, 1999

CU/PA table
MOTION WITHDRAWN - to July.

	WASHINGTON School Gym.				
RUSSELL					
REYNOLDS					
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
MAYOR HANNA					
<i>TIM DENOBLE. SPEAKER.</i> <i>RUOETH LAVINE</i>					
RUSSELL					
REYNOLDS					
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
MAYOR HANNA					
RUSSELL					
REYNOLDS					
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
MAYOR HANNA					

adjourned. - 8:10 pm.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA CITY COUNCIL JUNE 15, 1999

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- **NOMINATING COMMITTEE REPORT:** Appointment of new committee members.

Approved A. **CONSENT**

1. ✓ **MINUTES:** Approval of the minutes from June 1, 1999 City Council meeting.
2. ✓ **GREATHOUSE PARK BRIDGE:** A resolution approving a construction contract with Tomlinson Asphalt to furnish and install a 10' X 75' prefab steel bridge providing the only access to Greathouse Park. Construction will also include excavation of the channel and concrete abutments. The contract amount is \$102,313 with a project contingency of \$10,000 totaling \$112,313 and a budget adjustment.
78-99
3. ✓ **YVONNE RICHARDSON CENTER EXPANSION:** A resolution approving an offer and acceptance to acquire property located at 151 E. Mountain Street for future expansion of the Yvonne Richardson Community Center.
79-99
4. ✓ **WEST FORK WATER:** A resolution approving a contract for the wholesale water purchase contract with the city of West Fork.
80-99
5. ✓ **BID 99-54:** A resolution approving Bid 99-54 for a breathing air compressor and cascade air storage system for the fire department.
81-99
6. ✓ **LAND PURCHASE:** A resolution authorizing the City to purchase 1.22 acres of unimproved land from Charles T. Combs for \$34,500 plus closing costs in association with the extension of Sixth Street from Wood Avenue to East Huntsville Road.
82-99
7. **DICKSON STREET IMPROVEMENT DISTRICT COMMISSIONERS:** A resolution confirming the reappointment of two commissioners, Carl Collier and Greg House, to the Dickson Street Improvement District.
Removed from consent placed in

APPROVED.
83-99

1). DICKSON ST. IMPROV.

B. OLD BUSINESS

PASSED

4/169

2).

UNDERGROUND UTILITY EXEMPTIONS: An ordinance amending Section 166.13 of the Code of Fayetteville allowing for exemptions to the Underground Utility requirements.

C. NEW BUSINESS

PASSED
4/170

1. **VA 99-7:** An ordinance for vacation request VA 99-7 as submitted by Rob Sharp Architect on behalf of MTM of El Dorado LLC for property located at 1586 Amber Drive. The property is zoned R-1, Low Density Residential. The request is to vacate a portion of a 20' utility easement within Charleston Place Subdivision.

REMOVED 2.
FROM
AGENDA.

INDUSTRIAL PARK - WEST: A resolution approving an offer and acceptance of property for land in the Industrial Park, as negotiated by the Fayetteville Chamber of Commerce.

PASSED
4/171

3. **OZARKS ELECTRIC CONDEMNATION:** An ordinance authorizing the City Attorney to seek possession of certain land owned by Ozarks Electric Cooperative Corporation located on Highway 16 West in the City of Fayetteville, Arkansas, by the Power of Eminent Domain, in association with the required easements for the Highway 16 West Water and Sewer Relocations.

TABLED
70 July
mtg.
NO ACTION.

4. **WASHINGTON SCHOOL GYM:** Discussion of additional funding for a brick facade for the Washington School gymnasium.

ADJOURNED 8:10 PM.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

AIR MUSEUM
- AIR SHOW &
STREET DANCE.

COPIES
TO ALL
MEMBERS
OF APPLICATION

Nominating Com.

TENTATIVE AGENDA CITY COUNCIL JUNE 15, 1999

FRIDAY
- great air race
- on square.
NOON on square.

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Nominating Report. - A. **CONSENT**

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3. ✓ **YVONNE RICHARDSON CENTER EXPANSION:** A resolution approving an offer and acceptance to acquire property located at 151 E. Mountain Street for future expansion of the Yvonne Richardson Community Center.
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B. **OLD BUSINESS**

1. ✓ **UNDERGROUND UTILITY EXEMPTIONS:** An ordinance amending Section 166.13 of the Code of Fayetteville allowing for exemptions to the Underground Utility requirements.

*Look at
last time
it was on
agenda.*

C. NEW BUSINESS

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see this
for info.

2) ~~Charl's request.~~

3) ~~Dickson St. improv. district.~~

4) ~~Ozark Elec. condemnation.~~

see charlie
for info.

1300th School Gym.

as before

2) ~~Charl's~~

offer acceptance of property for located in Industrial Park.

Dickson St. improv. dist. - map approval.
file with office.

CONSENT

also.

3) OZARK CONDEMNATION, -

4) Gym WASHINGTON School. - DISCUSSION
of ~~Brick~~ - additional funding for
Brick facade. for Wash. Gym.

**MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
JUNE 1, 1999**

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

ITEMS DISCUSSED

ACTION TAKEN

Approval of Minutes	Approved	
Street Name Change	Approved	Res. 72-99
Sixth Street Extension	Approved	Res. 73-99
Home Buyer Program Property Sale	Approved	Res. 74-99
Drainage Improvements	Approved	Res. 75-99
Boardwalk Addition condemnation	Passed	Ord. 4167
Stonewood Subdivision	Approved	Res. 76-99
Park Regulations	Passed	Ord. 4168
Y2K Funding	Approved	Res. 77-99

**MINUTES OF A MEETING
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FAYETTEVILLE CITY COUNCIL
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Present: Mayor Hanna; Aldermen Reynolds, Austin, Davis, Trumbo, Daniel, Santos, Young, and Russell; City Attorney Jerry Rose; City Clerk Heather Woodruff; Staff; Audience and Press.

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the minutes from the May 18, 1999 City Council meeting.

STREET NAME CHANGE

A resolution approving the changing of the name of West 20th Street to Research Center Boulevard.

RESOLUTION 72-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SIXTH STREET EXTENSION

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.

RESOLUTION 73-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

HOME BUYER PROGRAM PROPERTY SALE

A resolution approving 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.

RESOLUTION 74-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Daniel moved to approve the consent agenda. Alderman Reynolds seconded the motion. Upon roll call the motion carried unanimously.

OLD BUSINESS

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, plus a budget adjustment to fully fund the project and establishment of off-site assessment for future developments which utilize the proposed drainage improvements.

Mayor Hanna asked if the problem with the easement had been settled.

Mr. Lamar Pettus stated they believed they had the issue of the easement resolved, but they had promised they would have it by tonight or that the city could pass the ordinance. He suggested the city go ahead and pass the ordinance. His clients would not be back in town until Monday to sign the easement. If the city had to go forward and they had not worked it out, then they could continue.

Alderman Austin moved to approve the resolution. Alderman Daniel seconded the motion.

Alderman Russell asked for a brief history on how the drainage problem originated.

Alderman Trumbo explained a lot of the problems originated before the city had developed their new drainage regulations. They were not as strict as they were today.

Mayor Hanna stated the residents had pointed out problems the city had not been aware of. They were concerned about new developments in the area. The previous council had promised to address the drainage problem along Manor Drive.

Upon roll call the motion carried unanimously.

RESOLUTION 75-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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 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.

Mr. Rose read the ordinance for the second time.

Alderman Trumbo moved to suspend the rules and move to the third and final reading. Alderman Young 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 4167 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS

STONEWOOD SUBDIVISION

A resolution approving a waiver of Ordinance 3793 to accept money in lieu of the park land requirement of the Stonewood Subdivision.

Alderman Daniel moved to approve the waiver request. Alderman Santos seconded the motion. Upon roll call the motion carried unanimously.

RESOLUTION 76-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

PARK REGULATIONS

An ordinance amending the Fayetteville Code of Ordinances, Section 97.070 - Recreational Activities at Lake Fayetteville, Lake Sequoyah and Lake Wilson.

Mr. Rose read the ordinance for the first time.

Alderman Reynolds, referring to Lake Fayetteville, stated he would like to see the section on the non-residential fees dropped for boat dock space.

In response to questions, Ms. Edmonston stated 20 of the renters were Springdale residents and 38 were Fayetteville residents. Mr. Black the boat dock manager had recommended the price difference. There was a waiting list for stalls at Lake Fayetteville. They felt it would help the Fayetteville residents by having a lower fee.

Alderman Reynolds stated in the past years the Springdale residents had helped hold the lake up and kept it going, when the city did not have as large a population.

Mayor Hanna thought that it had been the citizens of Fayetteville that had been supporting the lake. Their tax money had constructed and supported it. The land belonged to the city. He

thought the Fayetteville citizens deserved a break.

Mr. Black stated he worked at Lake Sequoyah boat dock. He did not believe the increase would affect their business. He thought they could look at more increases in the future. His customers were a mixture of residents and rural people. They had not increased their fee in over six years.

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

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

Upon roll call the ordinance passed unanimously.

ORDINANCE 4168 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Y2K FUNDING

A resolution authorizing funding for the ad hoc committee on Y2K Community Preparedness to create awareness and inform the citizens of Fayetteville.

Mayor Hanna stated the funding not only had to do with Y2K but disaster preparedness which included tornados and other natural disasters. It was not only for Y2K funding. They were requesting funding for pamphlets and literature for preparedness for all types.

Alderman Daniel questioned the mailings and the need for five mailings. She requested to wait until she looked at the mail-outs. She suggested an 800 number for people calling in with questions regarding computers.

Alderman Austin explained the goal of the committee was to increase the number of organized neighborhoods in Fayetteville. The idea was if the neighborhoods were organized they would be able to handle any kind of an emergency. The reason why the committee was named Y2K was because it was the one emergency that could be placed on a calendar. The committee would serve as a resource. It was not an information source for Y2K. The committee felt the media had done a good job. The city and county had also done a good job on preparing for the potential problem. Their job was to try and pull the neighbors together.

Mayor Hanna stated the committee had been set up because the city had received a number of inquiries from citizens. Making sure the city's systems were compatible did not take care of the people, particularly the elderly and those with lower income. The committee was organized to find out what the city could do to help citizens. The committee had been formed to do exactly what they had done. They had put a lot of time into it and had a number of volunteers.

Alderman Austin stated an organized neighborhood could serve many purposes such as crime watch, disaster plans, community concerns, and fun activities.

Alderman Daniel expressed concern about people not reading inserts in the water bill.

Alderman Santos stated he had been concerned about sending out a warning about Y2K, but he now understood Ron Austin's intent was to organize neighborhood organization. He suggested rewriting the resolution.

Alderman Austin replied he would rather not. He stated the next insert would be for more volunteers. The third insert would be the family disaster plan as developed by FEMA and the American Red Cross. The budget request was on the high side.

Alderman Santos asked if the existing neighborhood associations had been contacted and included.

Alderman Austin knew of two that were participating and thought others were.

Alderman Daniel stated she would be voting against it until she had more information.

Alderman Austin replied he did not have a problem if someone wanted to vote against it. The last insert they paid for out of city council funds. He did not think it was right for one committee to spend all the money.

Alderman Russell stated the money was not meant to notify people of the Y2K problem. He stated this was a long term benefit by organizing our neighborhoods.

Mr. Michael Andrews, Y2K committee member, stated they did not want to put off the mailout because of the schedules for the mailout. He personally did not think much would happen, but there were people who thought the world would come to an end. They had pursued the use of different forms of media. The inserts were only one of the ways they were trying to inform the public. They were running shows on the community access channel and the Northwest Arkansas Times had agreed to give them free space in the paper. They were trying to cover all areas. He thought \$15,000 was a very reasonable amount.

In response to questions, Alderman Austin stated the first insert had already gone out. It was a letter from the Mayor which ran in the last month's water bill.

Ms. Woodruff stated all the residents had not received their bill yet, because it would take a month for everyone to receive their bills. The next billing would be around the first of next month. She explained they were limited on the number of inserts in the water bills because of the equipment used to stuff the envelopes. They were required to reserve space months ahead of time to be included in the mailout. She added she had received a really good response from the Mayor's letter. Every day she receive an average of two to three calls wanting to volunteer for the committee. Most of the people who had called were concerned about their elder neighbors who were real susceptible to con artists. Most of the elderly had lived through the Great Depression and they knew there could be shortages. They had these fears and people feed off their fears. A lot of younger people had called wanting to volunteer to help out their older neighbors.

Alderman Austin reviewed the planned mailout again.

Alderman Trumbo moved to approve the resolution. Alderman Reynolds seconded the motion. Upon roll call the motion carried by a vote of 6-2-0, Daniel and Santos voting nay.

RESOLUTION 77-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

The meeting was adjourned at 7:30 p.m.

STAFF REVIEW FORM

GREATHOUSE
A. 2. 1

X AGENDA REQUEST
 CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting of June 15, 1999

FROM:

Kim J. Rogers

Parks & Recreation

Public Works

Name

Division

Department

ACTION REQUIRED:

Approval of a construction contract with Tomlinson Asphalt to furnish & install a 10'x75' prefab steel bridge providing the only access to Greathouse Park. Construction will also include excavation of the channel and concrete abutments. The contract amount is \$102,313 with a project contingency of \$10,000 totaling \$112,313.

COST TO CITY:

\$5112,313

Cost of this Request

1010-1505-02

2250-9250-5817-00

4470-9470-5817-00

Account Number

98004-1

Project Number

\$118,000.00

Category/Project Budget

\$21,382.00

Funds Used To Date

\$96,618.00

Remaining Balance

Greathouse Bridge
Replacement

Category/Project Name

Parks & Recreation

Program Name

Green Space/Parks Dev/

Sales Tax

Fund

BUDGET REVIEW:

 X Budgeted Item x Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

ADA Coordinator

Date

City Attorney

Date

Internal Auditor

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

Approval of this contract.

Division Head

Date

Cross Reference

Department Director

Date

New Item: Yes No

Administrative Services Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna and City Council

Thru: Charlie Venable, Public Works Director *and*
Connie Edmonston, Parks & Recreation Superintendent *C.E.*

From: *Kim* J. Rogers, Parks Operations Coordinator

Date: May 27, 1999

Subject: Award of construction contract for bridge replacement at Greathouse Park

The Parks and Recreation Division requests approval of a construction contract with the low bid of \$102,313 from Tomlinson Asphalt for the bridge replacement at Greathouse Park. This contract consists of furnishing and installing a 10 foot by 75 foot prefabricated steel bridge across Town Branch Creek providing the only access to Greathouse Park. Construction will include excavation of the channel and constructing concrete abutments that will meet all American Disabilities Act and Federal Emergency Management Administration (FEMA) regulations since this park lies within the flood way.

In addition to the construction costs of \$102,313, we request a project contingency in the amount of \$10,000 making the total request of \$112,313. This is within our HMR project budget with a budget adjustment from the Green Space fund and Sales Tax fund. The Parks and Recreation Advisory Board has approved the green space expenditures for the bridge.

This project has become very complicated and costly due to the stringent standards set forth by FEMA in providing a no rise of the base flood elevation. Park staff, land agents, and engineers have investigated other locations for an entryway and have found the north side by the parking lot as the only feasible site. Currently, there is not an entryway into the park. The swinging bridge was torn down in 1995 due to unsafe conditions. Park patrons have been entering the park over a sewer pipe across the creek. Park maintenance staff has access through the Levi Straus plant, however this will change with the possible sale of the plant. Greathouse Park is the only city park that serves this immediate neighborhood in the southern portion of our city. A bridge access is an essential ingredient for the success of Greathouse Park.

Attachments: Staff Review Form
Staff Review Comment Sheet
Bid Tabulation Form
Purchase Requisition Form
Construction Contract

City of Fayetteville, Arkansas
Budget Adjustment Form

GREATHOUSE
A. 2. 3

Budget Year 1999	Department: Public Works Division: Parks & Recreation Program: Sales Tax Capital	Date Requested June 1, 1999	Adjustment #
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Project or Item Requested: \$16,000 in the Greathouse Bridge Replacement Capital Project.	Project or Item Deleted: \$16,000 from the Parks Maintenance Complex Capital Project.
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Justification of this Increase: The additional funding is needed to cover the bid cost of replacing the current bridge located at Greathouse Park.	Justification of this Decrease: Sufficient funding remains in project to achieve objectives.
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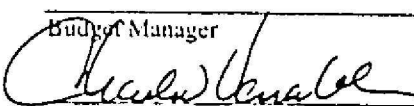
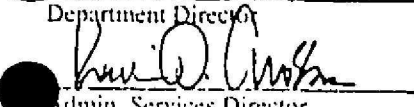
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Bridge & Drainage	16,000	4470	9470	5817	00	98004	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Building Costs	16,000	4470	9470	5804	00	97019	20

Approval Signatures

Requested By	Date
Budget Manager 	Date 5-28-99
Department Director 	Date 29 MAY 99
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type:	A	B	C	D	E
Date of Approval					
Posted to General Ledger					
Posted to Project Accounting					
Entered in Category Log					

Greathouse Park Bridge

Fayetteville, Arkansas

Bid Tabulation

for bids received May 25, 1999

Item No.	Item Description	Unit	Estimated Quantity	Tomlinson Construction			Midland Construction			Wahlert Corp			McClinton Anchor		
				Unit	Price	Total	Unit	Price	Total	Unit	Price	Total	Unit	Price	Total
1	Furnish pre-fabricated bridge	EA	1		\$ 42,500.00	\$ 42,500.00		\$ 35,000.00	\$ 35,000.00		\$ 35,400.00	\$ 35,400.00		\$ 31,095.00	\$ 31,095.00
2	Install pre-fabricated bridge	EA	1		\$ 6,550.00	\$ 6,550.00		\$ 6,000.00	\$ 6,000.00		\$ 7,500.00	\$ 7,500.00		\$ 4,950.00	\$ 4,950.00
3	Concrete Abutments and wingwalls	CY	23.2		\$ 400.00	\$ 9,280.00		\$ 500.00	\$ 11,600.00		\$ 1,000.00	\$ 23,200.00		\$ 300.00	\$ 6,960.00
4	Embankment (on-site)	CY	83		\$ 15.00	\$ 1,245.00		\$ 10.00	\$ 830.00		\$ 8.00	\$ 664.00		\$ 5.00	\$ 415.00
5	Channel Excavation (on-site)	CY	196		\$ 12.00	\$ 2,352.00		\$ 6.00	\$ 1,176.00		\$ 8.00	\$ 1,568.00		\$ 5.00	\$ 980.00
6	Off-site Disposal	CY	2600		\$ 4.45	\$ 11,570.00		\$ 8.83	\$ 22,438.00		\$ 8.00	\$ 20,800.00		\$ 8.00	\$ 20,800.00
7	Rip-rap, machine placed	CY	66		\$ 25.00	\$ 1,650.00		\$ 35.00	\$ 2,310.00		\$ 40.00	\$ 2,640.00		\$ 59.00	\$ 3,894.00
8	Geotextile fabric, Type 5	SY	125		\$ 4.00	\$ 500.00		\$ 5.00	\$ 625.00		\$ 5.00	\$ 625.00		\$ 9.15	\$ 1,143.75
9	Clearing & Grubbing	AC	0.6		\$ 5,000.00	\$ 3,000.00		\$ 10,000.00	\$ 6,000.00		\$ 1,000.00	\$ 600.00		\$ 7,400.00	\$ 4,440.00
10	16-in Concrete Paving with base	SY	120		\$ 25.75	\$ 3,090.00		\$ 33.00	\$ 3,960.00		\$ 24.00	\$ 2,880.00		\$ 27.25	\$ 3,270.00
11	Removable Bollard	EA	1		\$ 300.00	\$ 300.00		\$ 325.00	\$ 325.00		\$ 350.00	\$ 350.00		\$ 385.00	\$ 385.00
12	Erosion Control Blanket	SY	370		\$ 3.00	\$ 1,110.00		\$ 4.00	\$ 1,480.00		\$ 4.00	\$ 1,480.00		\$ 7.00	\$ 2,590.00
13	4 in Topsoil	CY	182		\$ 25.00	\$ 4,550.00		\$ 22.00	\$ 4,004.00		\$ 20.00	\$ 3,640.00		\$ 14.00	\$ 2,548.00
14	Hydro Seed/Mulch/Fertilizer/Water	SF	13,600		\$ 0.15	\$ 2,040.00		\$ 0.24	\$ 3,264.00		\$ 0.50	\$ 6,800.00		\$ 0.25	\$ 3,400.00
15	Sod/Fertilizer/Water	SY	128		\$ 3.00	\$ 384.00		\$ 6.00	\$ 768.00		\$ 8.00	\$ 1,024.00		\$ 10.25	\$ 1,312.00
16	Erosion Control	LS	1		\$ 1,200.00	\$ 1,200.00		\$ 5,500.00	\$ 5,500.00		\$ 3,000.00	\$ 3,000.00		\$ 8,000.00	\$ 8,000.00
17	Pavement Repair, 6-in Concrete	SY	29		\$ 48.00	\$ 1,392.00		\$ 45.00	\$ 1,305.00		\$ 35.00	\$ 1,015.00		\$ 32.00	\$ 928.00
18	Galvanized Steel Handrail	LF	200		\$ 30.00	\$ 6,000.00		\$ 32.00	\$ 6,400.00		\$ 10.00	\$ 2,000.00		\$ 35.50	\$ 7,100.00
19	Excavation Safety	LS	1		\$ 3,600.00	\$ 3,600.00		\$ 1,000.00	\$ 1,000.00		\$ 100.00	\$ 100.00		\$ 12,300.00	\$ 12,300.00
				\$ 102,313.00			\$ 113,985.00			\$ 115,286.00			\$ 118,511.75		

Greathouse Park Bridge

Fayetteville, Arkansas

Bid Tabulation

for bids received May 25, 1999

Item No	Item Description	Unit	Estimated Quantity	Sweetser, Inc		Mobley Contractors		Engineer's Estimate	
				Unit	Price	Unit	Price	Unit	Price
1	Furnish pre-fabricated bridge	EA	1		\$ 32,500.00		\$ 32,500.00		\$ 35,000.00
2	Install pre-fabricated bridge	EA	1		\$ 9,500.00		\$ 16,940.00		\$ 14,000.00
3	Concrete Abutments and wingwalls	CY	23.2		\$ 600.00		\$ 13,920.00		\$ 450.00
4	Embankment (on-site)	CY	83		\$ 35.00		\$ 2,905.00		\$ 10.00
5	Channel Excavation (on-site)	CY	198		\$ 16.00		\$ 3,168.00		\$ 6.00
6	Off-site Deposition	CY	2600		\$ 8.00		\$ 20,800.00		\$ 6.00
7	Rip-rap, machine placed	CY	66		\$ 24.00		\$ 1,584.00		\$ 40.00
8	Geotextile fabric, Type 5	SY	125		\$ 6.00		\$ 750.00		\$ 2.50
9	Clearing & Grubbing	AC	0.6		\$ 16,000.00		\$ 9,600.00		\$ 5,000.00
10	6-in Concrete Paving with base	SY	120		\$ 35.00		\$ 4,200.00		\$ 45.00
11	Removable Bollard	EA	1		\$ 1,000.00		\$ 1,000.00		\$ 900.00
12	Erosion Control Blanket	SY	370		\$ 5.00		\$ 1,850.00		\$ 3.00
13	4-in Topsoil	CY	182		\$ 26.00		\$ 4,732.00		\$ 12.00
14	Hydro Seed/Mulch/Fertilizer/Water	SF	13,600		\$ 0.65		\$ 8,840.00		\$ 0.25
15	Sod/Fertilizer/Water	SY	128		\$ 3.50		\$ 448.00		\$ 5.50
16	Erosion Control	LS	1		\$ 2,500.00		\$ 2,500.00		\$ 2,500.00
17	Pavement Repair, 6-in Concrete	SY	28		\$ 35.00		\$ 1,015.00		\$ 40.00
18	Galvanized Steel Handrail	LF	200		\$ 35.00		\$ 7,000.00		\$ 30.00
19	Excavation Safety	LS	1		\$ 500.00		\$ 500.00		\$ 3,500.00
					\$ 128,780.00		\$ 143,819.34		\$ 109,856.50

Floodplain Development Permit
(Required for all development located within Special Flood Hazard Areas)

Date: January 7, 1998

Site Address: Greathouse Park Bridge

Lot # and Subdivision Name: _____

Applicant: City of Fayetteville Parks and Recreation Department
Name address phone #

Contractor: CEI Engineering Associates, Inc. 110 W. Central, Bentonville, AR 72712 273-9472
Name address phone #

Name of company or firm performing the survey to establish the base flood elevation benchmark on the site, as determined by the Floodplain Administrator:
CEI Engineering

Has a benchmark for the base flood elevation been established on the site? yes no
Has a benchmark for the lowest finished floor elevation been established on the site? yes no

Note: The applicant is responsible to determine the elevation of the site and to elevate structures as required by the City of Fayetteville Flood Damage Prevention Code.

Applicant requests that (to):

☒ Construct	☐ Mine	☐ Construct Add
☐ Remodel	☐ Elevate	☐ Drilling
☐ Demolish	☐ Add Fill	☐ Manufactured House
☐ Storage (equipment or supplies)		☐ (Placement)

List use of structure: The Fayetteville Parks and Recreation Department plans to construct a 75' pre-fab pedestrian bridge over Town Branch Creek. CEI Engineers have certified that the proposed bridge along with channel excavation will not cause any rise in the base flood elevation.

Base Flood Elevation: _____

Flood Map Effective Date: September 18, 1991

Proposed Lowest Floor Elevation: _____

Flood Zone Type: A B C X Other _____

Finished Lowest Floor Elevation: _____

Lowest Adjacent Grade: _____

Plans, specifications and application for permit filed by the applicant shall constitute by reference, a part of this permit.

[Signature]
Approved By:

1-7-99
Date

[Signature]
Applicant

1-7-99
Date

ENGINEER'S CERTIFICATION

*GREATHOUSE PARK
PROPOSED BRIDGE PROJECT*

CITY OF FAYETTEVILLE
PARKS & RECREATION DEPARTMENT
FAYETTEVILLE, ARKANSAS

December 15, 1998

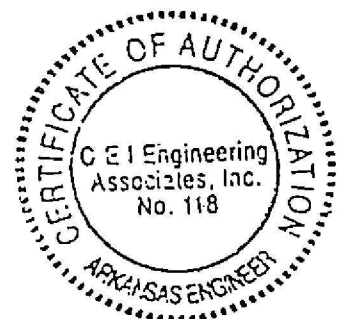
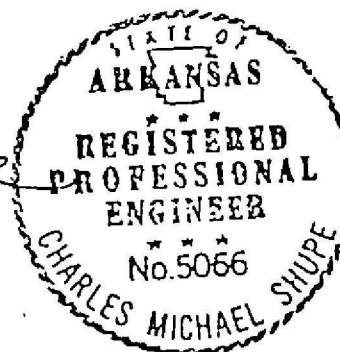
Based on, and limited to, the data and analysis and their accuracy and applicability, presented herein, the proposed development as indicated in this report will not endanger life or property, public or private, above any levels already existing. Furthermore, the proposed bridge construction along with the proposed channel excavation will not cause any rise in the 100-year flood water-surface elevations as determined by the Flood Hazard Study performed by FTN Associates, Ltd., Little Rock, Arkansas dated September, 1997.

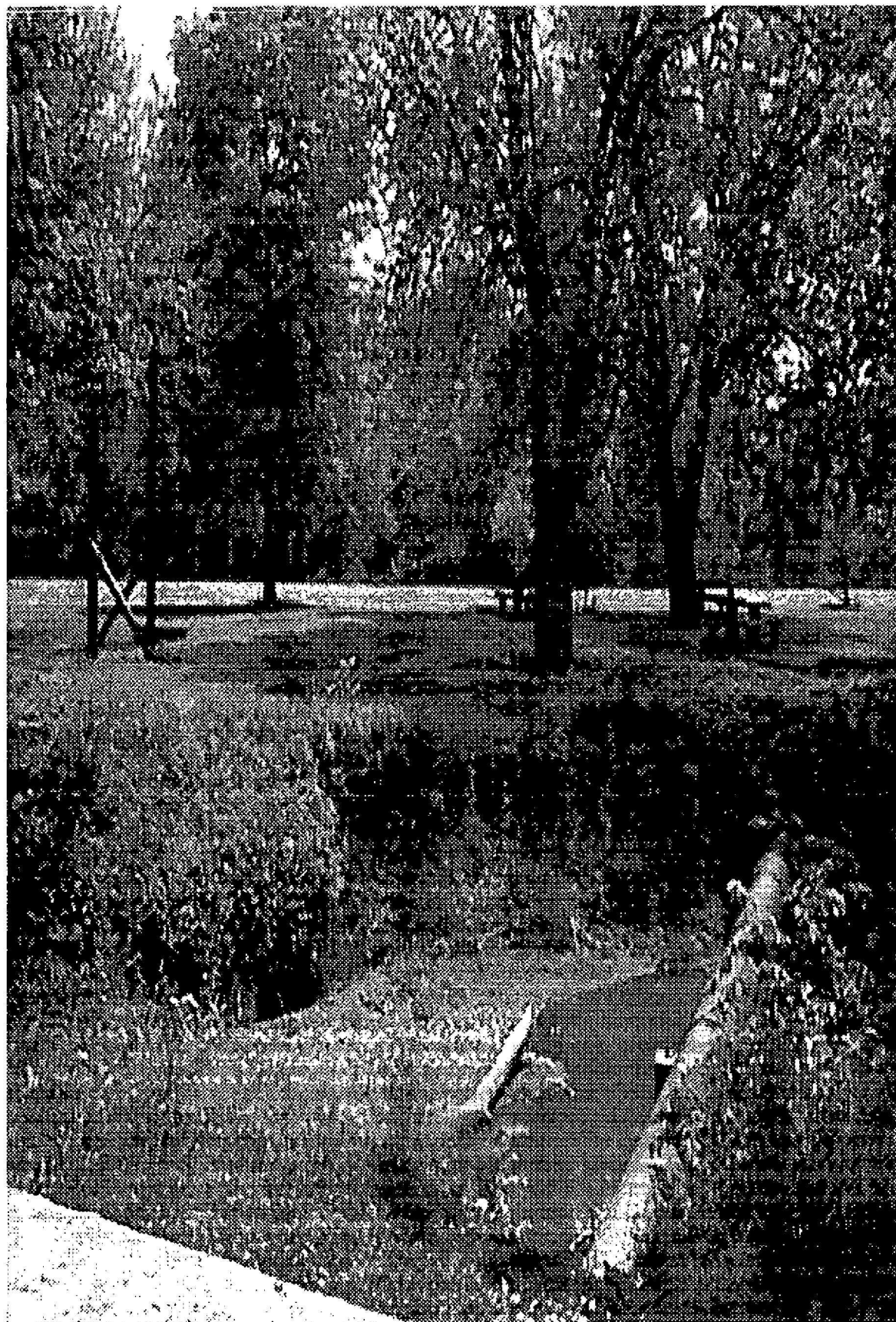
I, C. Michael Shupe, Registered Professional Engineer No. 5066 in the State of Arkansas, hereby certify that the results of the hydraulic analysis in this report have been prepared in accordance with the regulations of the Professional Engineers Registration Act of the State of Arkansas, and reflect the application of generally accepted standards of engineering practice.

CEI Engineering Associates, Inc.

C. Michael Shupe

C. Michael Shupe, P.E.
Co-Founder/Chairman





↑
Sewer Pipe

STAFF REVIEW FORM

YVONNE RICH.
A.3.1

X Agenda Request
 _____ Contract Review
 _____ Grant Review

For the City Council Meeting of

June 15, 1999

From:

Jan Simco

Name

Community Development
DivisionAdmin Services
Department

ACTION REQUESTED:

Consideration of an Offer and Acceptance Contract to acquire property located at 151 E. Mountain Street for future expansion of the Yvonne Richardson Community Center.

COST TO THE CITY:

\$16,000

Cost of this request

\$59,000

Project Budget

Community Ctr Impv
Category/Project Name

2180 4990 5390 24

Account Number

\$3,095

Funds spent to date

Public Facilities & Impv
Program Name

99003

Project Number

\$55,905

Remaining Budget

Community Development
Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Grantor Agency:

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Manager

Date

STAFF RECOMMENDATION:

Staff requests approval of the Contract.

Division Head

Date

Admin Sves Director

Date

Department Director

Date

Mayor

Date

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

FROM: Kevin Crosson, Administrative Services Director *KAC*

DATE: May 27, 1999

SUBJECT: Offer and Acceptance Contract - Community Development Division

The Offer and Acceptance Contract submitted for your consideration is to acquire property located at 151 East Mountain, Fayetteville. The property will be used for future expansion of the Yvonne Richardson Community Center. The property includes one lot that is 44.5 ft x 99 ft and has one older residential structure. The structure is in poor condition and will be removed.

Belote & Associates completed an appraisal estimating Fair Market Value to be \$16,000 and that is the amount reflected in the Contract. A copy of the appraisal is attached.

BUDGET CONSIDERATIONS

The expansion of the Yvonne Richardson Community Center is included in the 1999 Capital Improvements Program and Community Development Block Grant funds in the amount of \$59,000 are allocated this year as the first "installment" in the 5-year plan. The Community Development budget also has funds allocated for demolition and removal of dilapidated structures.

STAFF RECOMMENDATION

A map is attached that shows the Community Center and surrounding area. Staff recommends approval of the Contract because acquisition of this property will nearly complete City ownership of a parcel large enough to accommodate an expansion. The lot adjoining the subject property on the east may also be available in the near future.

Please let me know if you have questions or if I can provide additional information. Thanks for your attention to this matter.

Attachments: Offer and Acceptance Contract (copy)
Appraisal (copy)
Map

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 from **Mary Williams and Linda J. Woods**, hereinafter referred to as Sellers:

A part of the NW/4 of the SW/4 of Section 15, T-16-N, R-30-W, of the 5th P.M., County of Washington, State of Arkansas, and being more particularly described as follows, to wit: Beginning at a point which is 555 feet East and 266 feet South of the N/W Corner of the SW/4 of said Section 15; thence East 44.5 feet; thence South 99 feet; thence West 44.5 feet; thence North 99 feet to the point of beginning.

2. **Purchase Price:** Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash payment of \$16,000.
3. **Contingencies/Conditions:** This offer of purchase is contingent upon approval by the City Council of the City of Fayetteville, Arkansas. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, this contract becomes null and void. 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 Seller may assert legal or equitable rights which he or she may have because of breach of this contract. This offer is contingent on the condition that no tenant will occupy or have the right to occupy at the time of closing.
4. **Conveyance:** Conveyance will be made to the Buyer by general Warranty Deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property. Such conveyance shall include mineral rights owned by the Seller.
5. **Abstract or Title Insurance:** The Seller shall furnish a policy of title insurance in the amount of the purchase price from a title insurance company as selected by the Buyer. Buyer shall pay for the costs of the title insurance upon closing. Seller warrants that only the signature(s) set forth below are required to transfer legal title to the property.
6. **Buyers Right To Survey Property:** Seller agrees to allow Buyer to survey the property if Buyer so desires and at Buyer's expense. 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.
7. **Prorations:** Taxes and special assessments due on or before closing shall be paid by the Seller. Insurance, general taxes, ad valorem taxes, and special assessments payments shall be prorated as of closing.

OFFER AND ACCEPTANCE CONTRACT
Page 2 of 3

8. **Closing:** The closing date is designated to be July 1, 1999. If such date of closing falls on a weekend or holiday, it will be held the following working day.
9. **Possession:** Possession of the property shall be delivered to the Buyer on the date of closing.
10. **Fixtures and Attached Equipment/Condition of Property:** Unless specifically excluded herein, all fixtures, improvements and attached equipment are included in the purchase price.
11. **Risk of Loss:** 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.
12. **Inspections and Repairs:** Buyer has inspected the property and is not relying upon any warranties, representations, or statements by Seller or Seller's agent(s) as to age or condition of improvements, other than those specified herein.
13. **Contract Limits:** 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.
14. **Expiration:** This contract expires, if not accepted on or before June 4, 1999.
15. **NOTICE:** BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY OF FAYETTEVILLE CITY COUNCIL AND THAT THE FAILURE TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID.

OFFER AND ACCEPTANCE CONTRACT
Page 3 of 3

SELLER:

Mary Williams
Mary Williams

Date: 5/26/99

Linda J. Woods
Linda J. Woods

Date: 5/26/99

AGENT OR WITNESS:

James R. Mahan
C

Date: 5/26/99

BUYER:

City of Fayetteville, Arkansas,
a municipal corporation

Fred Hanna, Mayor

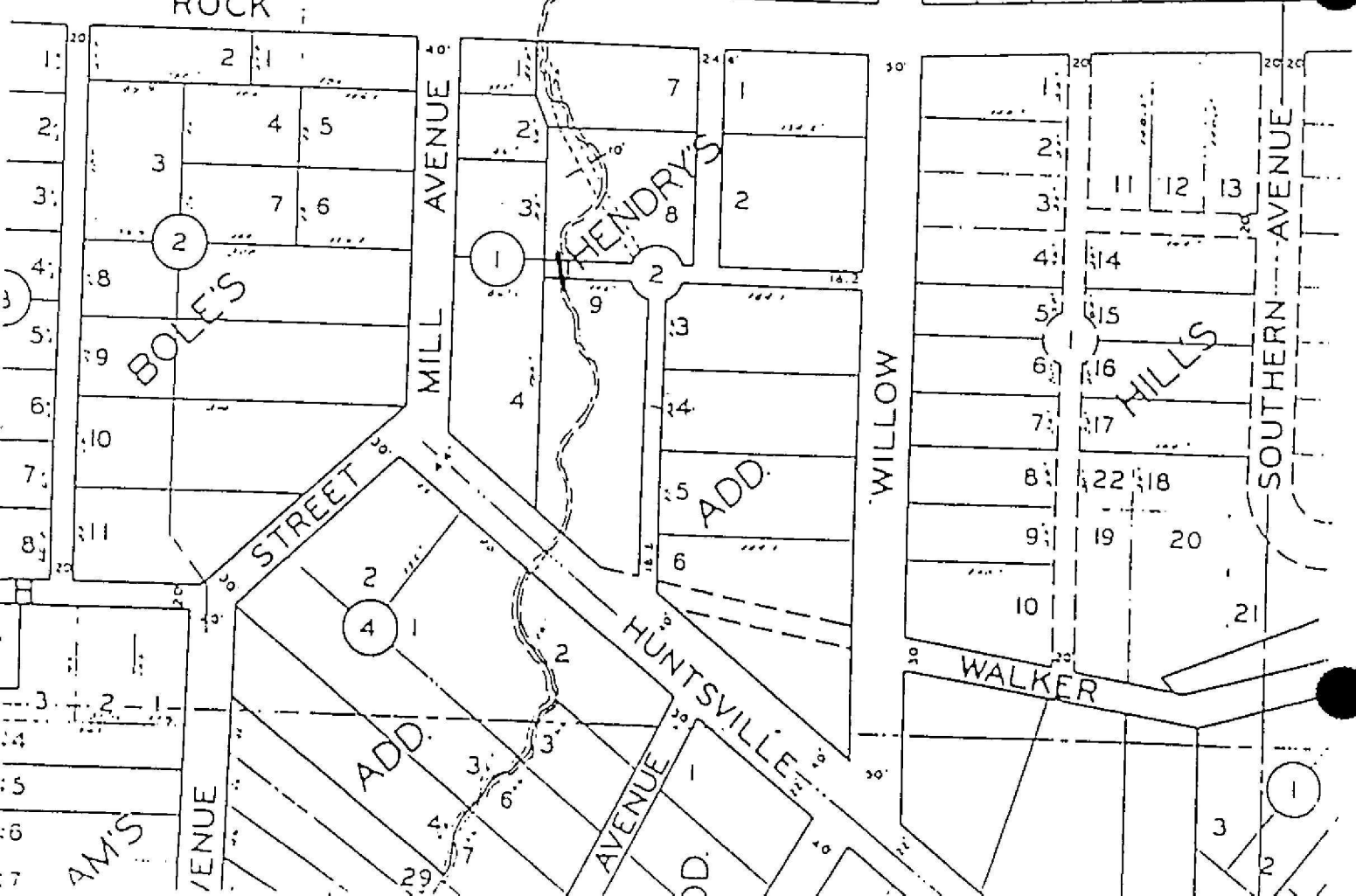
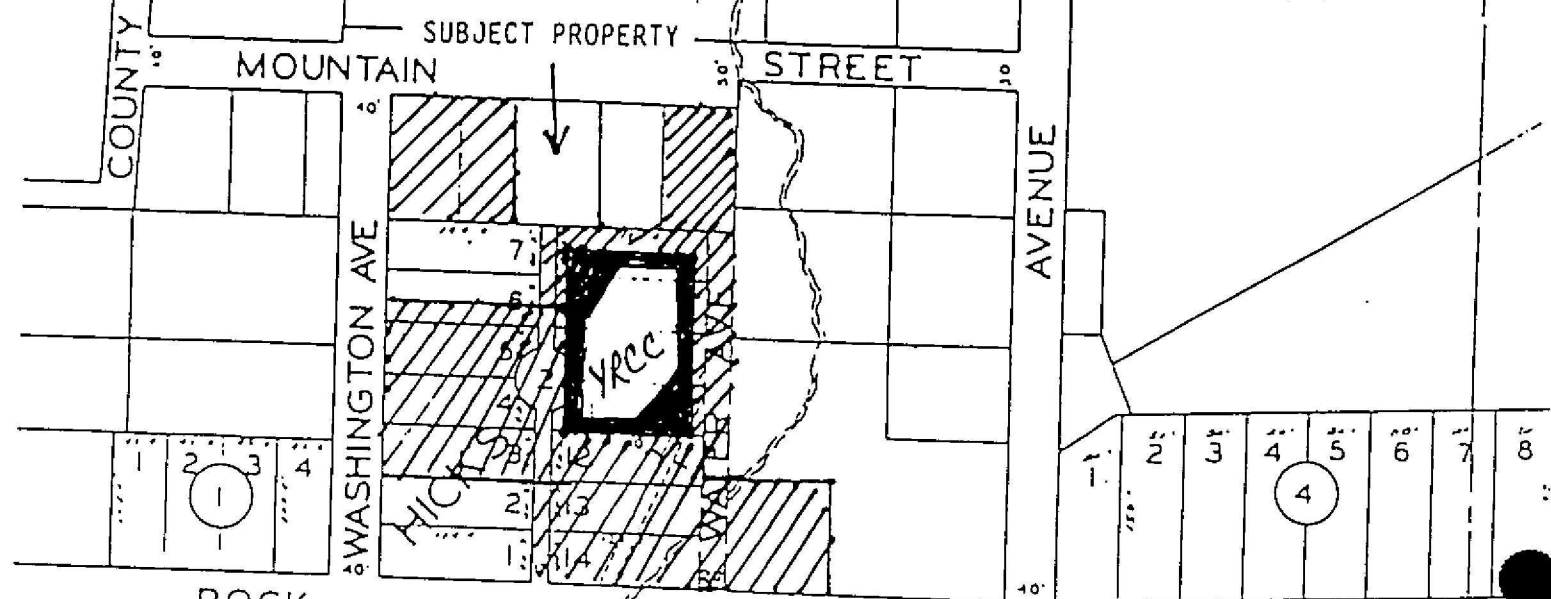
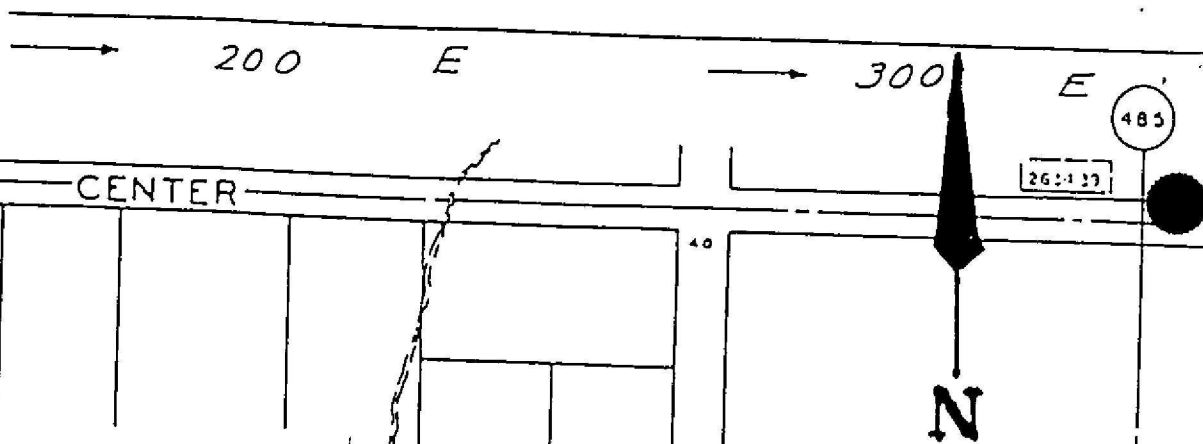
Date: _____

Heather Woodruff, City Clerk

Date: _____

(SEAL)

YVONNE RICH.
A.3.6



YVONNE RICH.
A.3.8

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 91259033

Property Description
 Property Address: 331 Mountain
 City: Fayetteville
 State: AR
 Zip Code: 72701
 Legal Description: P/Lot 22, S/W 44 S X 99, 15-14-30
 County: Washington
 Assessor's Parcel No.: 765-12795-000
 Tax Year: 1993
 RE Tax: \$ 200.07
 Special Assessments: \$ 0.00
 Jurisdiction: City of Fayetteville
 Current Owner: Mary Wood & Linda J
 Occupant: Owner
 Property with subject: For Lease
 Leasehold: For Lease
 Project Type: PUD
 Condominium (MDA) units: N/A
 HOA: \$ N/A
 Neighborhood or Project Name: Country Court Plan
 Map Reference: SMBA
 Census Tract: 103
 Sub Price: \$ N/A
 Date of Sub: N/A
 Restrictions and Easements (if any) affecting subject property: N/A
 Listing Office: City of Fayetteville
 Address: P.O. Box 380 Fayetteville, AR 72702
 Appraiser: Craig Camones Staff Appraiser

Location	Urban	Suburban	Rural	Predominant occupancy	Single family housing	Present land use %	Land use change
Build up	Over 75%	35-75%	Under 35%	Owner	AGE (yrs)	One family	70
Growth rate	Rapid	Stable	Slow	Tenant	120 High 75+	2-4 family	10
Property values	Increasing	Stable	Declining	Vacant (3-5%)	Predominant	Multi-family	10
Community	Shortage	In balance	Over supply	Very low	80	Commercial	10
Marketing time	Under 1 mo.	3-6 mos.	Over 6 mos.		50	Vacant	10

Note: Race and the racial composition of the neighborhood are not appraisal factors.
 Neighborhood boundaries and characteristics: North is 71 B, South is Rock Street, east is Willow Street, and west is 71 D

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):
 Economy in northwest Arkansas is excellent. The population growing rate is above average. Sources of employment are the poultry and trucking industries and numerous manufacturing businesses. The unemployment rate is below 3%. This style of home has good market appeal and the neighborhood is desirable.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):
 Market is fairly active at present with buyers showing good interest. Loans are readily available with good competition among lenders. ARM rates are 6.125% plus points. Conventional loan rates are 6.5% plus points. FHA and VA loans are also available.

Project Information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? ☐ Yes ☒ No
 Approximate total number of units in the subject project: _____ Approximate total number of units for sale in the subject project: _____
 Describe common elements and recreational facilities: _____

Dimensions: 44.9 X 99
 Site area: 10 Ac. mol
 Specific zoning classification and description: R-1
 Zoning compliance: ☒ Legal ☐ Legal nonconforming (Grandfathered use) ☐ Illegal ☐ No zoning
 Highest & best use: ☒ Present use ☐ Other use (explain): _____
 Utilities: Public ☒ Other ☐
 Electricity: ☒
 Gas: ☒
 Water: ☒
 Sanitary sewer: ☒
 Storm sewer: ☒
 Off-site improvements: Type: Public ☒ Private ☐
 Street: Asphalt
 Curb/gutter: Concrete
 Sidewalk: Concrete
 Street lights: Merg
 Alley: None
 Topography: Nearly Level
 Site: 10 Ac. mol
 Shape: Rectangular
 Drainage: Adequate
 View: Average
 Landscaping: Average
 Driveway Surface: Asphalt
 Apparent easements: Typical utilities
 FEMA Special Flood Hazard Area: ☐ Yes ☒ No
 FEMA Zone: X Map Date: 9/13/91
 FEMA Map No.: 05143C0092 C
 Comments (apparent adverse easements, encroachments, special assessments, site areas, illegal or legal nonconforming zoning use, etc.):
 sites in the area. There were no problems with drainage, etc. observed at the time of inspection. Typical of other

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
No. of Units	1	Foundation	Rock	Slab	no	Area Sq. Ft.	None	Roof	Unob
No. of Stories	1	Exterior Walls	Wood	Crawl Space	yes	% Finished	N/A	Ceiling	Unob
Type (Det/Att.)	Detached	Roof Surface	Camp/Shingl	Basement	None	Ceiling	N/A	Walls	Unob
Design (Style)	Cottage	Gutters & Downsp.	None	Sump Pump	None	Walls	N/A	Floor	None
Existing Proposal	Existing	Window Type	Alm/Sgl/Pne	Dampress	None	Floor	N/A	None	None
Age (Yrs)	44	Storm/Screen	Screens	Settlement	No	Outside Entry	N/A	Unknown	Unknown
Effective Age (Yrs)	44	Manufactured House	No	Infestation	None				

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	Baths	Laundry	Other	Area Sq. Ft.
Basement												No
Level 1		1		1				2	1	1		9
Level 2												

Finished areas above grade contain: 4 Rooms: 2 Bedrooms: 1 Bath(s): 933 Square Feet of Gross Living Area

INTERIOR		HEATING		KITCHEN EQUIP		ATTIC		AMENITIES		GAR STORAGE	
Floors	Carp/Hd/Wd/Fair	Type	Space	Refrigerator		None		Fireplace(s) #		None	
Walls	ShRk/Wd/Pan/Fair	Fuel	Gas	Range/Oven		Stairs		Patio		Garage	# of cars
Trim/Finish	ShRk/Wd/Fair	Comb/Hgn	Avp	Disposal		Drop Stair		Deck		Attached	
Bas Floor	Wd/Wd/Fair	MODUR	None	Dishwasher		Scuttle		Porch		Detached	
Bath/Watercol	Wd/Wd/Bayd/Fair	Centr	N/A	Fan/Hood		Floor		Fence		Build-In	
Doors	Rd/Pnt/Pne/Fair	Other	None	Microwave		Heated		Pool		Cupout	
Floor quality	Firm	Condition	N/A	Washer/Dryer		Finished				Barrel	

Additional features (special energy efficient items, etc.): N/A

Condition of the improvements, degradation (physical, functional, and external), repairs needed, quality of construction, remodeling, etc.:
 functional or physical inadequacies noted. Physical degradation due to deferred maintenance. Appraiser is unable to further inspect/determine, survey, radon, etc.

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: Appraiser is not an expert in environmental conditions, however none apparent upon inspection.

ESTIMATED SITE VALUE 10 Ac mol = \$ 10,000

ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS

Building 943 Sq. Ft. @ \$ 25.15 = \$ 23,844

IC/Pool/Appliance = 2,000

Curbs, Curbcut = \$

Total Estimated Cost New = \$ 25,844

Less: Depreciation 19,885 = \$ 7,180

Depreciated Value of Improvements = \$ 7,180

As-is Value of Site Improvements = \$ 500

INDICATED VALUE BY COST APPROACH = \$ 17,600

Comments on Cost Approach:

Square foot calculation and for HUD, VA and FHMA, the estimated remaining economic life of the property. Cost data used is from local builders and Marshall & Swift Residential Cost Handbook adjusted for the local area. The subject appears to be at the end of its economic age and is doubtful that it meets city codes. Depreciation is calculated as follows: 50 years effective age divided by 80 years economic life equals 60% depreciation (rounded).

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	151 Mountain Fayetteville, AR	940 Douglas Fayetteville	208 Adobe Fayetteville	1442 Crestwood Drive Fayetteville
Proximity to Subject		2 miles northwest	2.5 miles north	2 miles east
Sales Price	N/A	70,500	42,500	60,000
Price/Gross Living Area		48.80/sq. ft.	52.40/sq. ft.	50.00/sq. ft.
Date of Sale	Inspection	MLS# 98-72475	MLS# 98-55217	MLS# 98-11580
Verifiable Source	County Records	County Records	County Records	County Records
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales of Functioning	Conventional	Conventional	Conventional	Conventional
Concessions	None	None	None	None
Date of Sale/Time	5/12/98	11/24/98	12/15/98	
Location	Average	Average	Average	Average
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Size	1.10 Ac mol	Irregular	28 Ac mol	41 Ac mol
View	Average	Average	Average	Average
Design and Appeal	Cott/Wd/Fair	Brk/Wd/Avg	Cott/Wd/Avg	Brk/Wd/Avg
Quality of Construction	Fair	Average	Average	Average
Age	A44/E50	A31/E16	A25/E10	A41/E20
Condition	Average	Average	Average	Average
Above Grade	Total: Bedrooms: 3, Baths: 2	Total: Bedrooms: 3, Baths: 1	Total: Bedrooms: 3, Baths: 1	Total: Bedrooms: 3, Baths: 1
Room Count	4 : 2 : 1	7 : 4 : 1	4 : 2 : 1	7 : 3 : 1
Gross Living Area	988 Sq. Ft.	1,574 Sq. Ft.	811 Sq. Ft.	1,579 Sq. Ft.
Basement & Finished	None	None	None	None
Rooms Below Grade	N/A	N/A	N/A	N/A
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Space/None	CH/CA	CH/CA	CH/CA
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	None	None	1 Car Carport	2 Car Garage
Porch, Patio, Deck, Fireplaces, etc.	Cover Porch	CvdPch/Patio	CvdPch	CvdPch/Deck
Fence, Pool, etc.	None	None	None	None
Net Adj. Total		61,310	25,975	61,900
Adjusted Sales Price of Comparable		15,190	16,525	13,000

Comments on Sales Comparison (including the subject property's comparability to the neighborhood, etc.): These sales comparisons are considered to be the most recent, similar sales available. All were adjusted for quality of construction, age, gross living area, heating and cooling. Additional adjustments were required and are as follows: Sale 2 & 3 for car storage.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data	No Sales	No Sales	No Sales	No Sales
Source, for prior sales	12 mo. prev.	12 Mo Prev	12 Mo Prev	12 Mo Prev
Within year of appraisal	City Records	County Records	County Records	County Records

Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: N/A

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 18,000

INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A, Gross Rent Multiplier N/A = \$ N/A

This appraisal is made "as is" subject to the repairs, alterations, inspections or conditions listed below. [] subject to completion per plans & specifications.

Category of Approach: Appraisal assumed all mechanical equipment, including electrical, plumbing, heating, AC, and appliances are in working order.

Final Recommendation: The sales comparison is relied upon for the final estimate of value. The cost approach lends good support. The income approach is not considered applicable as the subject is located in a predominantly owner-occupied area.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, cert report and listing conditions, and market value defined on the attached Fannie Mae Form 1004 (FHMA form 1004) (Revised 6/97).

(I/WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF 3/23/99

(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 18,000

APPRAISER: Signature: *Greg Campbell* Name: Greg Campbell Date of Report: 3/23/99 Date of Collection: 3/23/99

SUPERVISORY APPRAISER (ONLY IF REQUIRED): Signature: *Nikki Blalock Bradley* Name: Nikki Blalock Bradley Date of Report: 3/24/99 Date of Collection: 3/24/99

MULTI-PURPOSE SUPPLEMENTAL ADDENDUM
FOR FEDERALLY RELATED TRANSACTIONS

Belle & Associates

Borrower: City of Fayetteville			
Property Address: 151 Mountain			
City: Fayetteville	County: Washington	State: AR	Exp Code: 7270
Lender: City of Fayetteville			

This Multi-Purpose Supplemental Addendum for Federally Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), The Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC), and the Federal Reserve.

This Multi-Purpose Supplemental Addendum is for use with any appraisal. Only those statements which have been checked by the appraiser apply to the property being appraised.

PURPOSE & FUNCTION OF APPRAISAL

The purpose of the appraisal is to estimate the market value of the subject property as defined herein. The function of the appraisal is to assist the above-named Lender in evaluating the subject property for lending purposes. This is a Federally related transaction.

EXTENT OF APPRAISAL PROCESS

- ☒ The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.
- ☒ The Reproduction Cost is based on Marshal & Swift Residential Cost Handbook and file data supplemented by the appraiser's knowledge of the local market.
- ☒ Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. This knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.
- ☒ The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be meaningful. For this reason, the Income Approach was not used.
- ☐ The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject market area. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior and/or current analysis of prices and market rates for residential properties.
- ☐ For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future rents, vacancies and expenses.

SUBJECT PROPERTY OFFERING INFORMATION

- According to the owner, the subject property:
- ☒ has not been offered for sale in the past 30 days.
 - ☐ is currently offered for sale for \$
 - ☐ was offered for sale within the past 30 days for \$
 - ☐ Offering information was considered in the final reconciliation of value.
 - ☒ Offering information was not considered in the final reconciliation of value.
 - ☐ Offering information was not available. The reasons for unavailability and the steps taken by the appraiser are explained later in this addendum.

SALES HISTORY OF SUBJECT PROPERTY

- According to County Records, the subject property:
- ☒ has not transferred in the past twelve months.
 - ☐ has transferred in the past twelve months.
 - ☐ All prior sales which have occurred in the past twelve months are listed below and reconciled to the appraised value, either in the body of the report or in the addenda.

Date	Sales Price	Document #	Seller	Buyer

FEMA FLOOD HAZARD DATA

- ☐ Subject property is not located in a FEMA Special Flood Hazard Area.
- ☐ Subject property is located in a FEMA Special Flood Hazard Area.

Zone	FEMA Map/Panel #	Map Date	Name of Community
X	05143C0092 C	9/18/91	Fayetteville

- ☐ The community does not participate in the National Flood Insurance Program.
- ☒ The community does participate in the National Flood Insurance Program.
- ☐ It is covered by a regular program.
- ☐ It is covered by an emergency program.

☐ CURRENT SALES CONTRACT

- ☐ The subject property is currently not under contract.
- ☐ The contract and/or escrow instructions were not available for review. The unavailability of the contract is explained later in the addenda section.
- ☐ The contract and/or escrow instructions were reviewed. The following summarizes the contract:

Contract Date	Amendment Date	Contract Price	Seller

- ☐ The contract indicated that personal property was not included in the sale.
- ☐ The contract indicated that personal property was included. It consisted of _____ Estimated contributory value is \$ _____
- ☐ Personal property was not included in the final value estimate.
- ☐ Personal property was included in the final value estimate.
- ☐ The contract indicated no financing concessions or other incentives.
- ☐ The contract indicated the following concessions or incentives: _____
- ☐ If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, so that the final value conclusion is in compliance with the Market Value defined herein.

☒ MARKET OVERVIEW

Include an explanation of current market conditions and trends.

3-6 months is considered a reasonable marketing period for the subject property based on sales of properties in this market over the past 12 months

☒ ADDITIONAL CERTIFICATION

The Appraiser certifies and agrees that:

- (1) The analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP"), except that the Departure Provision of the USPAP does not apply.
- (2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- (3) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

☒ ADDITIONAL (ENVIRONMENTAL) LIMITING CONDITIONS

The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

☐ ADDITIONAL COMMENTS☒ APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

Appraiser's Signature Craig Campbell Effective Date 3/22/99 Date Prepared 3/29/99
 Appraiser's Name (print) Craig Campbell Staff Appraiser Phone # (501) 521-6333
 State AR ☐ License ☐ Certification # _____ Tax ID # 71-0748157

☒ CO-SIGNING APPRAISER'S CERTIFICATION

- ☒ The co-signing appraiser has personally inspected the subject property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser.
- ☐ The co-signing appraiser has not personally inspected the interior of the subject property and:
- ☐ has not inspected the exterior of the subject property and all comparable sales listed in the report.
- ☐ has inspected the exterior of the subject property and all comparable sales listed in the report.
- ☒ The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report, including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes the level of inspection performed by the co-signing appraiser.
- ☐ The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal.

☒ CO-SIGNING APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

Co-Signing Appraiser's Signature Nikki Elaine DeBerry Effective Date 3/22/99 Date Prepared 3/29/99
 Co-Signing Appraiser's Name (print) Nikki Elaine DeBerry Phone # (501) 521-6333
 State AR ☐ License ☐ Certification # CGO750 Tax ID # 71-0748157

YVONNE RICH.
A.3.12

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of taxation or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions.

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such data that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns, the mortgage insurer, consultants, professional appraisal organizations, any state or federally approved financial institution, or any department, agency, or instrumentality of the United States or any state or the District of Columbia, except that the lender/client may distribute the property description section of the report only to its collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have inspected the subject market and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in the form.
4. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not bias, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 151 Mountain Fayetteville, AR 72701

APPRAISER:

Signature: Craig Campbell
Name: Craig Campbell Staff Appraiser
Date Signed: 3/29/99
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____

SUPERVISORY APPRAISER (only if required):

Signature: Nikki Belote Bradley
Name: Nikki Belote Bradley
Date Signed: 3/29/99
State Certification #: CGO756
or State License #: _____
State: AR
Expiration Date of Certification or License: 6/20/00

☒ Did ☐ Did Not Inspect Property

YVONNE RICH.
A.3.14

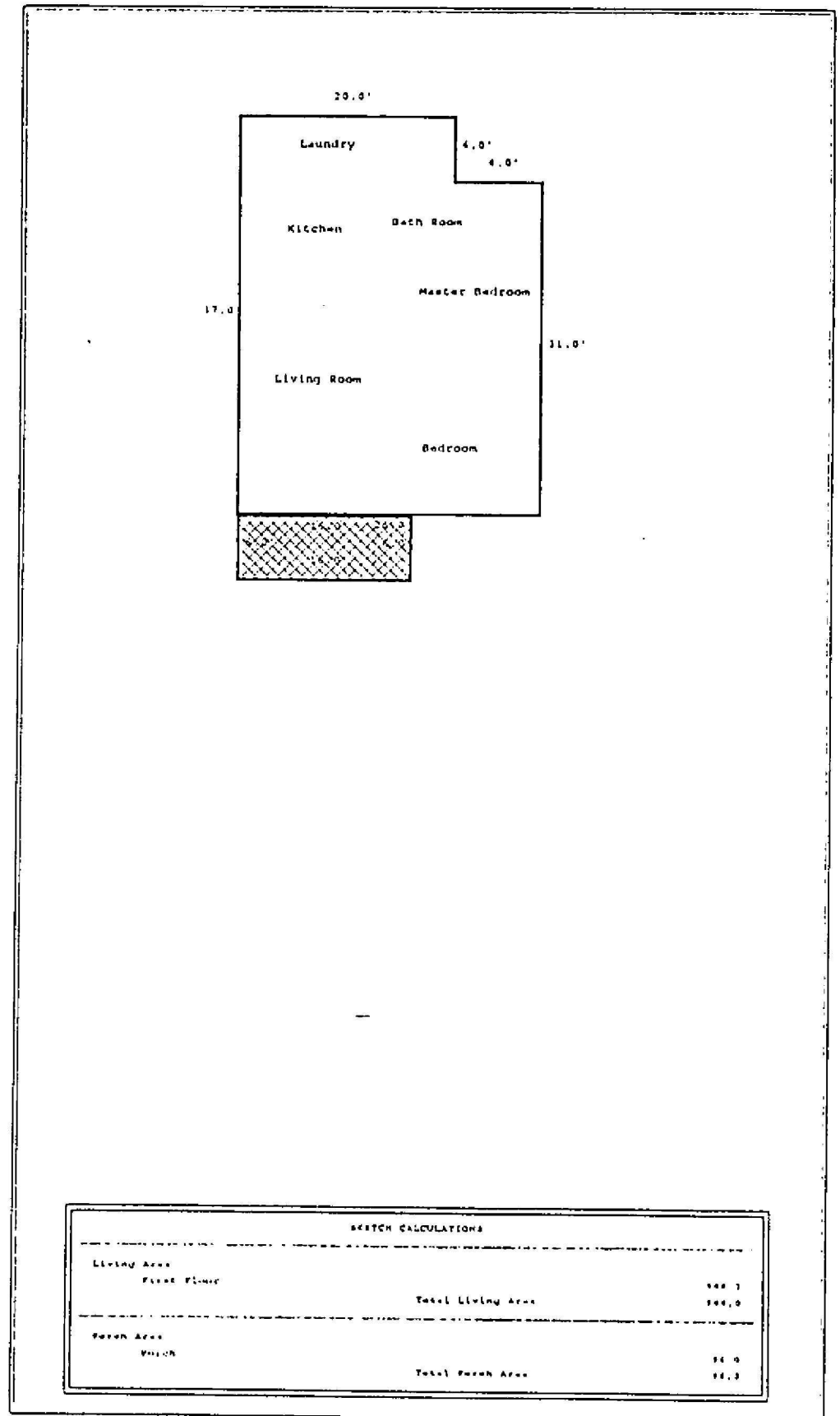
Form 31-93 (Rev. 9-93)

FEDERAL EMERGENCY MANAGEMENT AGENCY STANDARD FLOOD HAZARD DETERMINATION		See The Attached Instructions	OMB No. 2067-0254 Expires April 30, 1993	
SECTION I - LOAN INFORMATION				
1. LENDER NAME AND ADDRESS City of Fayetteville 113 West Mountain Fayetteville Ar 72703		2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS (Legal Description may be attached) Building 151 Mountain Fayetteville Ar.		
3. LENDER ID. NO.	4. LOAN IDENTIFIER	5. AMOUNT OF FLOOD INSURANCE REQUIRED \$		
SECTION II				
A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION				
NFIP Community Name	County(ies)	State	NFIP Community Number	
Fayetteville, city of	Washington	AR	05216	
B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME				
NFIP Map Number or Community-Panel Number (Community Name, if not the same as "A")	NFIP Map Panel Effective/ Revised Date	LOMA/LOMR Yes Date	Flood Zone	Is NFIP Map
05143C0092 C	9/18/91		X	
C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)				
☐ Federal Flood insurance is available (community participates in NFIP). ☐ Regular Program ☐ Emergency Program of NFIP				
☐ Federal Flood insurance is not available because community is not participating in the NFIP				
☐ Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA). Federal Flood Insurance may not be available. CBRA designation date: _____				
D. DETERMINATION				
IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES BEGINNING WITH LETTERS "A" OR "V")? ☐ YES ☒ NO				
If yes, flood insurance is required by the Flood Disaster Protection Act of 1973. If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.				
E. COMMENTS (Optional):				
This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building/mobile home on the NFIP map.				
F. PREPARER'S INFORMATION				
NAME, ADDRESS, TELEPHONE NUMBER (if other than Lender) Craig Campbell Staff Appraiser P.O. Box 389, Fayetteville, Ar 72702-0389 501-521-8338			DATE OF DETERMINATION 3/22/99	

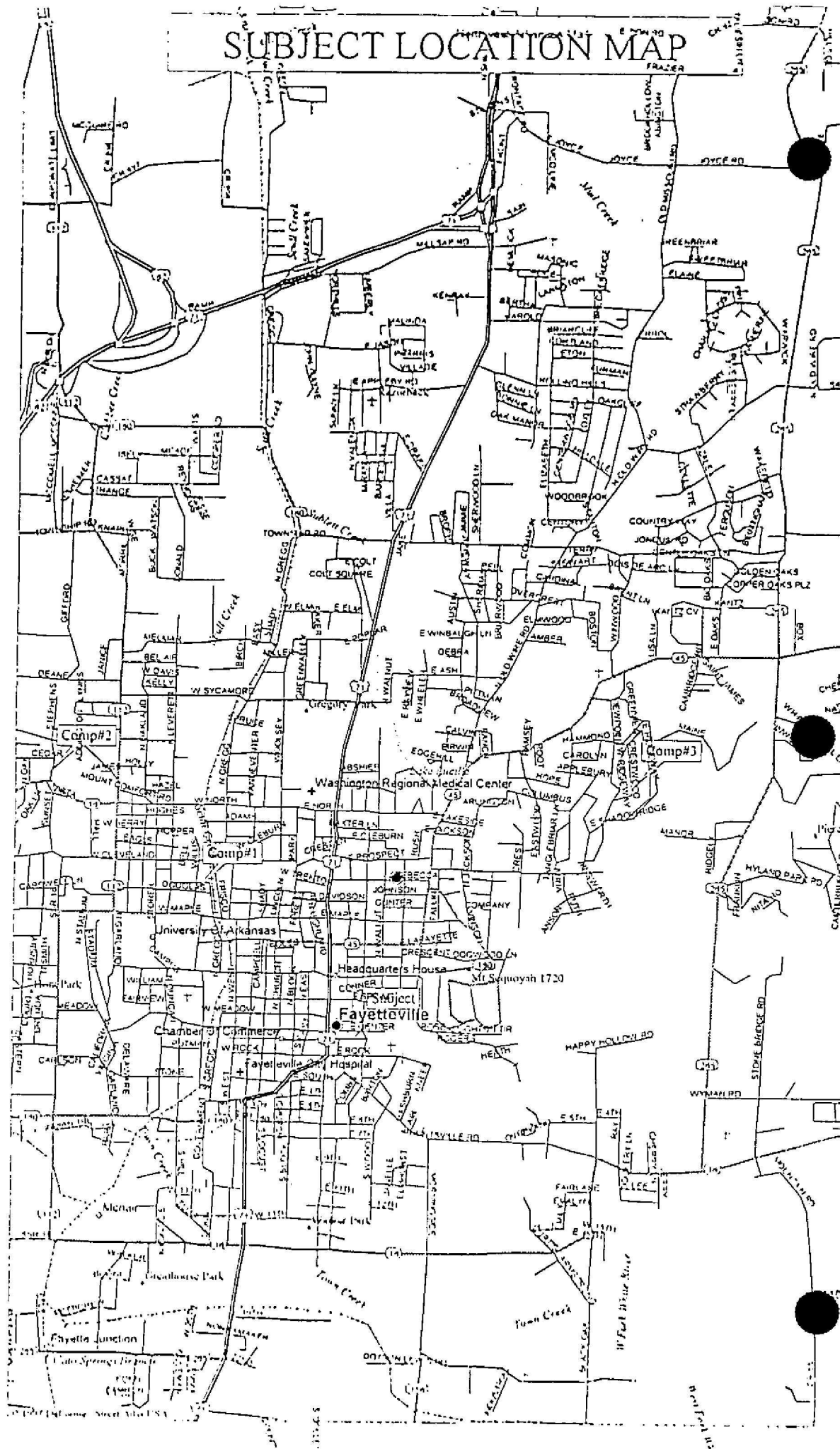
SKETCH ADDENDUM

YVONNE RICH.
A.3.15

Borough City of Fayetteville
 Property Address 151 Mountain
 City Fayetteville County Washington State Ar Zip Code 72702
 Lot/Block/Chart _____ Address _____



SKETCH CALCULATIONS			
Living Area			
First Floor			900.0
	Total Living Area		900.0
Porch Area			
Front			16.0
	Total Porch Area		16.0



Borough: Clark City of Fayetteville

Property Address: 151 Mountain

City: Fayetteville

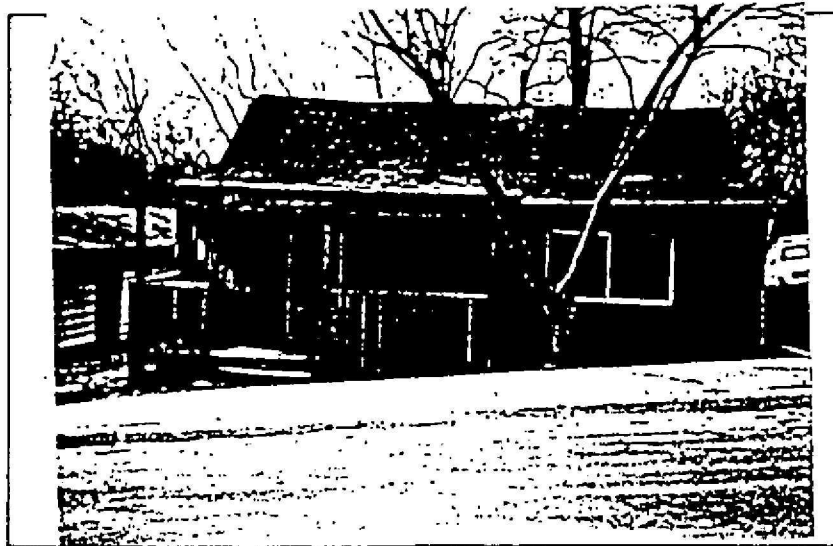
County: Washington

State: AR

Zip Code: 72701

Lender: City of Fayetteville

Subject Front

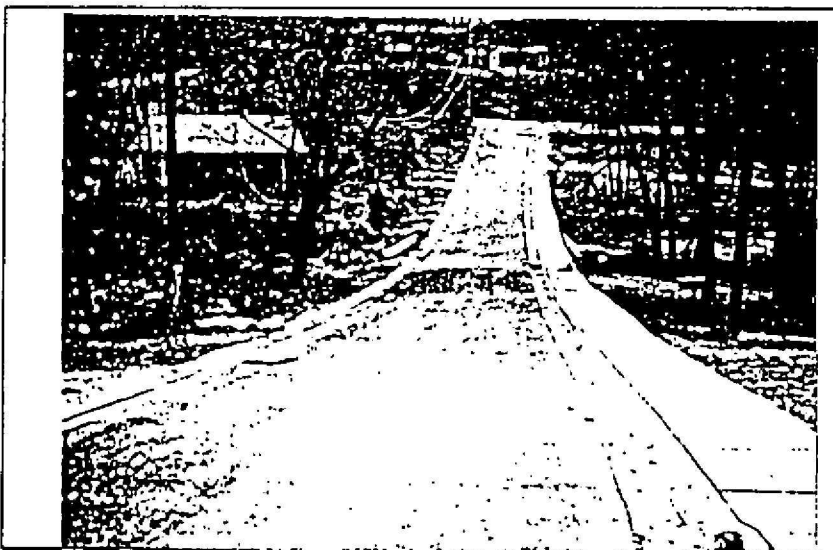


151 Mountain
Sales Price N/A
Gross Living Area 966
Total Rooms 4
Total Bedrooms 2
Total Bathrooms 1
Location Average
View Average
Site .10 Ac mol
Quality Fair
Age A44/E44

Subject Rear



Subject Street



STAFF REVIEW FORM

W. FORK WATER

A. 4.1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF June 15, 1999
FROM:

Jim SmithWater & Sewer ServicesAdministrative Services

NAME

DIVISION

DEPARTMENT

ACTION REQUIRED:

Approval of a wholesale water purchase contract with the City of West Fork.

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

ADMINISTRATIVE SERVICES DIRECTOR

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marionne G. Gorman
ACCOUNTING MANAGER

5-21-99
DATE

ADA COORDINATOR

DATE

R. V. Vico
CITY ATTORNEY

5-20-99
DATE

Yolanda Stulds
INTERNAL AUDITOR

5-21-99
DATE

P. Vico
PURCHASING OFFICER

5-21-99
DATE

STAFF RECOMMENDATION:

Jim Smith
DIVISION HEAD

5/14/99
DATE

CROSS REFERENCE

DEPARTMENT DIRECTOR

DATE

NEW ITEM: YES NO

David D. Crossin
ADMIN. SVCS DIRECTOR

28 MAY 99
DATE

PREV ORD/RES #: _____

MAYOR

DATE

ORIG CONTRACT DATE: _____

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

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

FROM: Jim Smith, Water and Sewer Services Superintendent *JS*

DATE: May 14, 1999

SUBJECT: City of West Fork Wholesale Water Contract

The City of West Fork has been a long term wholesale buyer of City of Fayetteville water. The previous water purchase contract was entered into on March 27, 1978 for a period of twenty years.

The majority of the proposed water purchase contract remains the same as the previous contract. The following are highlights of the proposed contract:

- ♦ The term of the contract is twenty years.
- ♦ The City of West Fork will be eligible for reduced demand water rates when adequate water storage is completed and when related criteria in the contract are met. Reduced demand water rates are established as an incentive for the purchaser to have adequate storage in order to reduce delivery costs to the City of Fayetteville. The regular wholesale water rate is \$2.70 per thousand gallons. The reduced demand wholesale water rate is \$2.49 per thousand gallons.
- ♦ The City of West Fork will remit payment for a minimum of 2.7 million gallons per month. The average monthly consumption by the City of West Fork in 1998 was 6,695,583 gallons.
- ♦ The contract calls for the City of West Fork to upgrade its backflow preventor to the current requirements of the Arkansas State Health Department as those requirements are updated from time to time by the State.

Staff recommends approval of the water purchase contract with the City of West Fork. Should you have any questions, please feel free to contact me at 575-8244. Thank you for your consideration.

STAFF REVIEW FORM

W. FORK WATER
A. 4.3DESCRIPTION West Fork Water Purchase Contract MEETING DATE June 15, 1999

COMMENTS:

BUDGET COORDINATOR

REFERENCE COMMENTS:

ACCOUNTING MANAGER

REFERENCE COMMENTS:

CITY ATTORNEY

REFERENCE COMMENTS:

PURCHASING OFFICER

REFERENCE COMMENTS:

ADA COORDINATOR

REFERENCE COMMENTS:

INTERNAL AUDITOR

REFERENCE COMMENTS:

WATER PURCHASE CONTRACT

This Contract for the sale and purchase of water, made and entered into this _____ day of _____, 19_____, by and between the City of Fayetteville, Arkansas, a municipal corporation, hereinafter referred to as the "City", and the City of West Fork, Arkansas, a municipal corporation, hereinafter referred to as the "Buyer".

WITNESSETH:

WHEREAS, the City owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the City system and the estimated number of water users to be served by the said Buyer, and,

WHEREAS, the Buyer desires to purchase water from the City for distribution within the present corporate limits of Buyer and to residents within reasonable proximity to the transmission line, and the City desires to furnish and sell water to the Buyer for distribution as aforesaid.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. The City agrees:

1. To furnish the Buyer, at the point of delivery hereinafter specified, for distribution within its present corporate limits and along the route of the transmission main, during the term of this contract of any renewal or extension thereof, potable treated water meeting applicable purity standards of the State Board of Health, and in such quantity as may be required by the Buyer, not to exceed 600 gallons per minute. The City shall not be obligated to provide water to the Buyer at a rate greater than the amount aforesaid. Total usage exceeding the amount aforesaid shall be cause for renegotiation of this contract. In the event the Buyer requires water at a rate greater than thus specified, the City shall have the sole discretion in determining whether to furnish water at a greater rate and in determining the terms and conditions upon which its agreement to do so will be given, including, but not limited to, conditions for reinforcement of the 12 inch main hereinafter referred to at the Buyer's expense in order to increase its capacity, if the reinforcement has not been accomplished by the City prior to the time it is required by the Buyer. Provided, however, that if any maximum allowable rate of usage specified is exceeded, an excess demand charge of 10% may be added to the bill for each month during which the maximum

W. FORK WATER

A. 4.6

allowable rate was exceeded. If any maximum allowable rate of usage is exceeded on three separate occasions in any two month period, the City may install automatic, variable rate-of-flow controllers and charge the cost of same to the Buyer. This excess demand charge shall not apply if the excess usage was beyond the control of the Buyer. However, all customer usage is considered as being within the control of the Buyer, as is system loss which is not promptly corrected by the Buyer.

It is further understood and agreed that the City's responsibility ends at the meter box outlet or vault.

2. The water will be furnished at a reasonably constant pressure (due consideration being given to friction loss) from an existing twelve inch (12") water main at a point located at the site described in Exhibit "D" attached hereto and made a part hereof. If a greater pressure than that normally available at the point of delivery is required by the Buyer, the cost of providing such greater pressure shall be borne by the Buyer.

3. City agrees to operate, and maintain at point of delivery, except where noted in the contract, the necessary metering equipment, including a meter house or pit, check valves, shut off valves and piping, and required devices of standard type for properly measuring the quantity of water delivered to the

Buyer, including a meter of proper size. The cost of maintenance and operation of the metering facility shall be borne by the City. The responsibility for testing and calibrating the meter rests solely with the City.

A meter registering not more than one and one half percent (1.5%) above or below 100% accuracy shall be deemed to be accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the two (2) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be determined by average readings over a period of two previous months or a like month of a previous year, at the City's option. The metering equipment shall be read on a regular schedule each month. The size of the meter shall be in keeping with anticipated water usage and/or demand. The Buyer will provide a valve at the inlet side of the meter to shut off the supply and also to limit the flow of water to the rate permitted. A by-pass to the meter shall be installed for use during periods of meter maintenance. The cost for the by-pass valves, fittings, and pipe shall be borne by the Buyer.

4. The City's responsibility for maintenance shall end

at the outlet side of the meter box or vault.

5. City agrees to furnish the City Clerk of the Buyer with an itemized statement of the amount of water furnished and other charges to the Buyer in accordance with the City's billing policies and procedures.

6. When requested by the Buyer, the City will make available to the Buyer any and all records used in development of the water rates. The City further agrees to notify the Buyer at least one month prior to the beginning of a cost of service study, and will allow the Buyer to be a part of the Selection Committee that selects a credible engineering firm to perform the cost of service study. The Buyer will be allowed to vote as a part of the Selection Committee in proportion to the total amount of water used by the Buyer compared to the total amount of water used by the entire system. The parameters set forth for the administration of a cost of service study will be set by the selected engineering firm so that the rates developed are fair and equitable to all customer classes. Water rates for all customer classes will be based upon a cost-of-service rate study performed by utility rate consultants hired by the City. All cost of service studies shall be conducted utilizing the utility cost basis of determining revenue requirements applicable to each customer class.

B. The Buyer Agrees:

1.a. Maximum. To purchase water as required by the Buyer and the consumers within the present corporate limits of the Buyer, and a service area along the transmission line as determined in Section C, Paragraph 6 hereof, up to a maximum of 600 gallons per minute.

1.b. Minimum. Buyer agrees to remit payment to the City for a minimum of 2.7 million gallons of water per month (commonly referred to as "take-or-pay"). Such take-or-pay minimum shall be chargeable at the current wholesale water rate, as amended from time to time as set forth in Section B, Paragraph 2. Any water usage above the 2.7 million gallons per month shall be charged at the same wholesale water rate.

2. To pay the City not later than the due date given on the bill (20 days following the billing date) for water delivered in the preceding reading period, in accordance with the rates as established by the City from time to time. If the Buyer does not remit payment on or before the specified due date each month, a penalty equal to ten percent (10%) of the total payment amount due shall be added to such payment, and if not paid within thirty (30) days following the due date in which the original billing is due, the City may discontinue delivery of water to the Buyer and may

W. FORK WATER
A. 4.10

continue to deny delivery to the Buyer until the Buyer pays the total amount due. The rates for water and meter service charges presently in effect are illustrated by the attached schedule, marked Exhibit "B", but it is understood and agreed that the City is in no way bound to said schedule, and that the City, in its sole discretion, has the right to increase or decrease the rates and charges shown therefore, at any time, for the Buyer as for other outside City users.

3. Buyer will receive the benefit of reduced demand factor water rates illustrated by the attached schedule marked as Exhibit "C" (but it is understood and agreed that the City is in no way bound to said schedule, and that the City, in its sole discretion, has the right to increase or decrease the rates and charges shown therefore, at any time, for the Buyer as for other outside City users) if the Buyer, in the judgment of the City, has done the following:

- (1) Provided water storage facilities that have a combined capacity of at least 2.5 times the Buyer's average daily usage, and;
- (2) Such water storage facilities have reduced the Buyer's maximum day demand usage to not exceed 2.0 times their average day usage. The following

formula may be used when actual maximum day demand usage is not known: $\text{Total Annual Usage} \leq (\text{Total Amount of Storage} + 2) \times \text{Number of Days in Year}.$

The Buyer must request such reduced demand factor water rates from the City in writing and the City shall answer Buyer's request within 30 days.

Daily usage demands will be periodically checked by authorized meter personnel of the City to be sure the demand factors are not exceeded. Standard water rates may be immediately reinstated if demand factors are exceeded. Reduced demand water rates may not be reinstated until additional storage is provided by the Buyer to compensate for the violation. An exception may be granted at the City's discretion due to extreme circumstances which are beyond the control of the Buyer.

4. The Buyer agrees to install to the City's specifications, within a reasonable distance of the metering point, a backflow preventor approved by the State Health Department. The Buyer agrees to have the backflow preventor tested at least once a year by a certified backflow testing technician. The Buyer agrees to maintain the backflow prevention device to the operational standard established by the State of Arkansas.

5. The Buyer agrees to provide water connections only

W. FORK WATER

A. 4.12

to those customers having adequate on-site sewage disposal systems previously approved by the Arkansas State Health Department. New on-site systems shall be deemed adequate if the system is approved by the Arkansas State Health Department and inspected by a Plumbing Inspector licensed by the State of Arkansas, who is employed by the Buyer.

C. It is further mutually agreed between the City and the Buyer as follows:

1. That this contract shall extend for a term of twenty (20) years from the initial date of this contract entered into by the City and Buyer. Thereafter this contract may be renewed for such term, or terms, as may be agreed upon by the City and Buyer.

2. That the City will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the quantities of water required by the Buyer, up to the maximum amount as specified in Section A, Paragraph 1. hereof. Temporary or partial failures to deliver water caused by the failures or difficulties in the City's system shall be remedied with all possible dispatch. The City reserves the right, in the event of acute shortage of water, to limit or discontinue water sales and service to the Buyer. Any reduction or discontinuance of water sales and service for this

reason shall not render the City liable for damages of any kind, it being understood between the parties that the City's primary obligation is to furnish water and water services to the citizens of the City of Fayetteville, Arkansas.

The City shall not be responsible for any damages to the Buyer or its consumers by reason of emergency failures of water supply due to water main breaks, power failure, flood, fire, earthquake and other acts of God, or catastrophe, acts of war, insurrection or rebellion, acts of a public enemy, acts of any unauthorized person, firm, or corporation, or acts of the Buyer, or during any periods of water reduction or discontinuance by reason of fire fighting or other emergency situation; nor shall such failures of water supply and/or discontinuance or reduction of water sales and service be construed as a breach of this contract by the City.

3. That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Arkansas and the City and Buyer will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

It is expressly understood and agreed that the sale of water herein provided for from the City to the Buyer, is a sale for resale, and the Buyer agrees to secure a sales tax permit as

W. FORK WATER

A. 4.14

required by the Arkansas Stats. Ann. Section 84-1904 (I) 84-1913, (and any subsequent amendments thereto) and agrees that it will collect and pay over to the Commissioner of Revenues of the State of Arkansas, any and all sales tax now or hereafter imposed upon the resale of said water to the Buyer's consumers.

4. That the construction of the water supply distribution system by the Buyer was financed by a loan from the United States of America, acting through the Rural Development Administration (formerly Farmers Home Administration) of the United States Department Of Agriculture, and the provisions hereof pertaining to the undertakings of the Buyer are conditioned upon the approval, in writing, of the State Director of Arkansas, of the Rural Development Administration. Similarly, any modifications of the provisions of this contract, shall be conditioned upon the prior approval, in writing, of the State Director of Arkansas, of the Rural Development Administration.

5. That in the event of any occurrence rendering the Buyer incapable of performing under this contract, any successor of the Buyer whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Buyer hereunder.

6. It is understood and agreed that the water to be supplied by the City to the Buyer under this contract is to be

furnished for distribution within the service area (as hereinafter defined) of Buyer and an area three hundred feet (300') on each side of the transmission line from the metering point (as defined in Exhibit "D") to the service area of the Buyer. The Buyer shall not extend its water main outside its service area in the unincorporated areas without the prior written consent of the City. The City shall have the sole discretion in determining whether or not to consent to any such extensions and in determining the terms and/or conditions upon which its consent shall be given.

The Buyer has the right to provide service in the area three hundred feet (300') on each side of the transmission line and shall have sole discretion as to whether or not it shall provide water services in that area and the terms and conditions upon which it shall support such service. In the event the Buyer elects not to provide services in said area then the City may provide such service if it desires to do so, but shall use water mains of its own to provide such service and not the transmission line as referred to hereinabove.

For the purpose of this instrument the phrase "service area" of the Buyer means the present corporate limits at the time of this contract and any lands within an area designated as the growth area of the City of West Fork as shown and described by Exhibit "A"

W. FORK WATER

A. 4.16

to this contract. The Buyer shall have the right under this contract to extend main and water service into such area without the prior consent of the City. The Buyer shall have the right to sell water to the Washington Water Authority for use in the Washington Water Authority service area.

7. In the event a portion of the Buyer's water mains are constructed within the corporate limits of the City, the Buyer is not permitted to serve consumers within the corporate limits of the City without prior written consent of the City.

8. Buyer agrees that it will not during the period of this contract or any renewal thereof levy any franchise tax, occupation tax, or any other tax of any form whatsoever, by whatever name it may be called, upon the City, the City water system and appurtenances thereto, or the operations called for by this contract.

9. No provision of this agreement shall be construed to create any type of joint or equity ownership of any property, and partnership or joint venture, nor shall same create any other rights or liabilities and Customer payments (whether past, present, or future) shall not be construed as granting Customer partial ownership of, pre-paid capacity in, or equity in the City's system. However, it is understood and agreed between the parties that West

Fork has paid a connection fee to the City which covered the cost of an equivalent 10" line from a point on the City's water system to the metering point as described in Exhibit "D", said line having a nominal capacity of 600 gallons per minute. It is understood that West Fork will not be charged an additional connection fee to the City or be asked to pay for any line reinforcement by the City unless the City of West Fork requires a maximum flow rate in excess of 600 gallons per minute.

10. This agreement may be terminated by either Buyer or the City upon breach by the other of any of the covenants or agreements contained herein, and the failure of the party in breach to remedy such breach within thirty (30) days after receipt of written notice of the existence of such breach. Written notice shall be sufficient, if sent by certified mail, return receipt requested, postage prepaid, to the respective mayor of the parties hereto.

IN WITNESS WHEREOF, the City and Buyer have executed these presents by their respective Mayors and have caused their seals to be hereto affixed and the same attested to by the City Clerk of the parties, having been authorized to do so by appropriate ordinances of their respective Governing Bodies.

W. FORK WATER
A. 4.18

CITY OF FAYETTEVILLE, ARKANSAS
a municipal corporation

BY _____
MAYOR

ATTEST:

CITY CLERK

CITY OF WEST FORK, ARKANSAS
a municipal corporation

BY Virgil L. Blackman
MAYOR

AGENDA REQUEST

BID 99-54
A. 5. 1

For the Fayetteville City Council meeting of

JULY 6, 1999

FROM:
MICKEY JACKSON

Name

Division

FIRE DEPARTMENT
Department

COUNCIL ACTION REQUIRED:

APPROVAL OF BID #99-54 FOR A BREATHING AIR COMPRESSOR
AND CASCADE AIR STORAGE SYSTEM FOR THE FIRE DEPARTMENT.

COST TO CITY:

\$28,920.44
Cost of this Request

\$30,000.00
Category/Project Budget

FIRE SAFETY IMPROVEMENTS
Category/Project Name

4470-9470-5801-00
Account Number

-0-
Funds Used To Date

FIRE DEPT. OPERATIONS
Program Name

99012
Project Number

\$30,000.00
Remaining Balance

SALES TAX/CAPITAL IMPROVEMENTS
Fund

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/LEASE REVIEW

GRANT APPLICATION REVIEW

Accounting Manager

Date

City Attorney

Date

Purchasing Officer

Date

Internal Auditor

Date

Internal Auditor

Date

STAFF RECOMMENDATION

Division Head

Date

Department Director

Date

Administrative Services Director

Date

Mayor

Date

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Fred Hanna, Mayor

From: Mickey Jackson, Fire Chief 

Date: June 2, 1999

Re: Bid Approval - Breathing Air Compressor

I am submitting herewith a request for your approval of Bid #99-54, in the amount of \$28,920.44, for a new breathing air compressor and cascade type air cylinder storage system for the Fire Department. This project has been in our CIP Budget for several years as a 1999 project.

The system will give us increased air pumping, purification, and storage capacities for our self-contained breathing apparatus used in firefighting, rescue, hazmat, and other incidents where our personnel have to work in contaminated atmospheres.

The lowest (and best) bid was submitted by NAFECO/Fire Service Supply of Decatur, Alabama through their area representative, Mr. Robert Fenton of Benton County.

If you should have any further questions or desire any information about this item, please do not hesitate to call me at 575-8365 (city extension 365), or come by the office at your convenience. Thank you for your consideration of this request.

MJ/ca

STAFF REVIEW FORM

LAND PURCHASE
A. 6. 1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of June 15, 1999

FROM:

Ed Connell
NameEngineering
DivisionPublic Works
Department

ACTION REQUIRED: Approval of a resolution authorizing the City to purchase 1.22 acres of un improved land from Charles T. Combs for \$34,500.00 plus closing costs in association with the extension of Sixth Street from Wood Avenue to East Huntsville Road.

COST TO CITY:

\$75,000.00
Cost of this Request\$826,491.00
Category/Project BudgetSixth Street Extension to E. Huntsville Road
Category/Project Name4470-9470-5809-00
Account Number\$ 75,000.00
Funds Used To Date

Program Name

96044-30
Project Number\$751,491.00
Remaining BalanceSales Tax CIP
Fund

BUDGET REVIEW:

☒ Budgeted Item☐ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Staff recommends approval of this acquisition so that this project can be scheduled for implementation. This property represents 37% of the required acquisition on this project.

Division Head

Date

Cross Reference

Department Director

Date

New Item: Yes ☒ No ☐

Administrative Services Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

LAND PURCHASE

A. 6. 2

Page 2

STAFF REVIEW FORM

Description Combs Property--Sixth Street Extension to East Huntsville Road Meeting Date June 15, 1999

Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Reference Comments:

DEPARTMENTAL CORRESPONDENCE

DATE: June 2, 1999

TO: Fayetteville City Council

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

FROM: Ed Connell, Land Agent *EC*

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

Please find herewith an executed *Offer and Acceptance Contract* between the City and Charles T. Combs relative to the acquisition of 1.22 acres of land (Tract 2) of unimproved land for the extension of Sixth Street from Wood Ave, to East Huntsville Road.

This property is the second of four property owners from which right of way is being acquired. The Combs property acquisition constitutes 37% of the total additional right of way needed for this street extension. This property, along with the Smith property (approved for purchase on June 1, 1999) will account for almost 90% of the additional right of way. Please refer to the attached diagram which illustrates the right of way acquisition for this project. 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.

The City's appraisal for this 1.22 acre land acquisition, plus some additional for landscape damages and temporary easement, amounted to \$32,550.00. This amount was offered to Mr. Combs in April of this year. Mr. Combs engaged another local appraiser to appraise the City taking: said appraiser estimated the value to be \$34,500.00. Please find herewith summary page copies of both independent appraisals. The City agreed with Mr. Combs counter of \$34,500.00, a 5.9% increase over the City original offer. Enclosed is a copy of a *Offer and Acceptance* contract between the City and Mr. Combs to this affect.

Staff recommends the passage of a resolution to the City Council accepting this contract.

Charles T. Combs:

Land	Drainage Esmt.	ICE	Improvements Damages	Total
Tract #2: Parts of P 765-02490-000 & 765-02491-000				
\$33,750	0	450	300.	34,500

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

May 27, 1999

Charles T. Combs
6516 E. Riverdale St.
Mesa, AZ 85215

RE: Sixth Street Extension
Job No. 96044
Tract No. 2
Parcel Nos. 765-02490-000 & 765-02491-000
Revised Offer Letter

Dear Mr. Combs:

The City of Fayetteville is planning the extension of Sixth Street from Huntsville Road to Wood Avenue. It is therefore necessary to obtain right of way for the street and a temporary construction easement across a portion of your property for this project. The temporary construction easement will terminate upon completion and acceptance of the project by the City.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for right of way and the temporary easement. The City of Fayetteville hereby offers **\$33,750.00** for the acquisition of right of way (53,314 square feet), **\$450.00** as rental of the land associated with the Temporary Construction and Grading Easement (4,277 square feet), and **\$300.00** for landscape damages (loss of a rail fence within right of way area); making the total offer amount **\$34,500.00**. These amounts are based on an appraisal done by Byron Al Thompson, Appraisals, Inc. and dated May 10, 1999.

Also enclosed is a drawing depicting two foot contours in relation to the property--both the proposed acquisition area and your remaining part of Lot 4. Please note that the proposed drainage pipe to be installed follows these contours and no additional stormwater drainage is expected to empty from this system than is currently being carried naturally across the property.

Should you elect to accept this offer, the *Offer and Acceptance Contract* (two originals enclosed) contained herein should be executed by all parties with current ownership interest in the particular property. The *Offer and Acceptance Contract* is subject to City Council approval. Also enclosed are draft copies of the proposed *Warranty Deed* and *Temporary Construction and Grading Easement*.

Mr. Combs
Offer Letter, Page 2 of 2

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

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

We, however, ask that you accept the offer made herein by executing the attached *Offer and Acceptance Contract*. Please return one copy of the fully executed *Offer and Acceptance Contract*. (The other one is for your files.) The *Offer and Acceptance Contract* must be approved by the City Council and the document is subject to that approval.

Please provide us with a Tax Identification Number (Corporation) or Social Security Number so that an earnest money check can be written upon execution of the proposed *Offer and Acceptance Contract*. A Vendor Form is provided for this purpose.

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

Sincerely yours,



Jim Beavers
City Engineer

JB/jsg

Attachments

FAYETTEVILLE
LAND PURCHASE
A. 6. 5

THE CITY OF FAYETTEVILLE, ARKANSAS

April 12, 1999

Charles T. Combs
6516 E. Riverside
Mesa, AZ 85215

RE: Sixth Street Extension
Job No. 96044
Tract No. 2
Parcel Nos. 765-02490-000 & 765-02491-000
Offer Letter

Dear Mr. Combs:

The City of Fayetteville is planning the extension of Sixth Street from Huntsville Road to Wood Avenue. It is therefore necessary to obtain right of way for the street and a temporary construction easement across a portion of your property for this project. The temporary construction easement will terminate upon completion and acceptance of the project by the City.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for right of way and the temporary easement. The City of Fayetteville hereby offers **\$32,000.00** for the acquisition of right of way (53,314 square feet), **\$300.00** as rental of the land associated with the Temporary Construction and Grading Easement (4,277 square feet), and **\$250.00** for landscape damages (loss of a rail fence within right of way area); making the total offer amount **\$32,550.00**. These amounts are based on an appraisal done by Mark Risk, The Real Estate Consultants (a copy of the summary sheet is attached).

Also enclosed is a drawing depicting two foot contours in relation to the property--both the proposed acquisition area and your remaining part of Lot 4. Please note that the proposed drainage pipe to be installed follows these contours and no additional stormwater drainage is expected to empty from this system than is currently being carried naturally across the property.

Should you elect to accept this offer, the *Offer and Acceptance Contract* (two originals enclosed) contained herein should be executed by all parties with current ownership interest in the particular property. The *Offer and Acceptance Contract* is subject to City Council approval. Also enclosed are draft copies of the proposed *Warranty Deed* and *Temporary Construction and Grading Easement*.

Mr. Combs
Offer Letter, Page 2 of 2

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

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

We, however, ask that you accept the offer made herein by executing the attached *Offer and Acceptance Contract*. Please return one copy of the fully executed *Offer and Acceptance Contract*. (The other one is for your files.) The *Offer and Acceptance Contract* must be approved by the City Council and the document is subject to that approval.

Please provide us with a Tax Identification Number (Corporation) or Social Security Number so that an earnest money check can be written upon execution of the proposed *Offer and Acceptance Contract*. A Vendor Form is provided for this purpose.

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

Sincerely yours,



Jim Beavers
City Engineer

JB/jsg

Attachments

THE CITY OF FAYETTEVILLE, ARKANSAS

May 28, 1999

Charles T. Combs
6516 E. Riverdale Street
Mesa, AZ 85215

RE: Sixth Street Extension
Job No. 96044
Parcel nos. 765-02490-000 & 02491-000
Offer and Acceptance

Dear Charlie:

In accordance with our meeting of May 27, 1999 in Fayetteville, we are pleased to include herewith one fully executed original of the subject *Offer and Acceptance* contract between the city and yourself relative to the purchase, by the City, of 1.75 acres of land for the subject project. As noted in the document, as well as the included revised Offer Letter, the agreed compensation of \$34,500.00 has been incorporated.

As we discussed, the procedure that is to be followed from this point is as follows;

- 1) This office will prepare the required information and submit an agenda item to the Fayetteville City Council for their approval of this purchase. This could take as much as six weeks before this approval is obtained.
- 2) Within the next couple of working days, this office will request a title insurance policy commitment be written by Bronson Abstract Company, Inc. of Fayetteville. It will take about a month to obtain this commitment. Bronson will also give us a cost for such title insurance policy, such cost will be equally shared at closing.
- 3) Since you are going to utilize a Code 1031 Deferred Tax intermediary in this transaction, we suggest that you arrange for their involvement as soon as possible. We do have some questions with regard to the temporary easement rental (\$450) and the landscape damages (#300) which may have to be paid to you outside the scope of the 1031 transaction.
- 4) Do you have any of this property under lien or mortgage? If so, it is important that the abstractor and ourselves be made aware of who and to what extent.
- 5) The City will work with your intermediary as to an exact closing time, wherein the monies will be wired to the trust of the intermediary. If there are no liens or mortgages on this property, this office will prepare the necessary closing statements and deeds, thus there will not be a cost involved for closing. If it becomes necessary to utilize a closing agent due to the existence of a lien or mortgage on this property,

Charles T. Combs
May 28, 1999
Page 2

- 5) continued -- then the fee or cost of such closing agent will be equally borne by the Seller and Buyer.
- 6) The *Offer and Acceptance* contract indicates a closing date to be 30 days after approval by the Fayetteville City Council. This can be extended if necessary, however, we are probably looking at 60-70 days from now.

Please have your intermediary contact me at 501-444-3415 and we will be pleased to provide whatever information they might require. We appreciate your cooperation on this matter.

Sincerely,


Edward D. Connell
City Land Agent

Enclosure

A. 6. 9

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 DESCRIPTION

2. Seller agrees to enter into a Temporary Construction and Grading Easement with the City of Fayetteville, the description of said Easement as shown in Exhibit "B" attached hereto. The Temporary Construction and Grading Easement will terminate upon completion and acceptance by the City of Fayetteville the project that extends Sixth Street from Wood Avenue to Huntsville Road.
3. **Purchase Price:** Subject to the following conditions, the Buyer shall pay for the property referred to in Item #1 and the easement referred to in Item #2, at closing, the total and cash payment of \$34,500.00.
4. **Contingent Earnest Money Deposit:** The Buyer will, within two (2) weeks of receipt of this contract, fully executed, tender a check for \$1,000.00 to Charles T. Combs, 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.
5. Conveyances will be made to the Buyer by general Warranty Deed and Temporary Construction and Grading 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.
6. The Seller shall furnish a policy of title insurance on Item #1 in the amount of \$33,750.00 from a title insurance company as selected by the Buyer. Buyer and Seller shall share equally in the cost of title insurance.
7. 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.
8. 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.

OFFER AND ACCEPTANCE CONTRACT
Page 3 of 5

SELLER:

Charles T. Combs

Charles T. Combs

Date: 5-27-99

AGENT OR WITNESS:

Date: _____

BUYER:

City of Fayetteville, Arkansas,
a municipal corporation

Fred Hanna

Fred Hanna, Mayor

Date: 5/27/99

Heather Woodruff

Heather Woodruff, City Clerk

Date: 5/27/99

(SEAL)

LAND PURCHASE

A. 6. 12

OFFER AND ACCEPTANCE CONTRACT

Page 5 of 5

EXHIBIT "B"

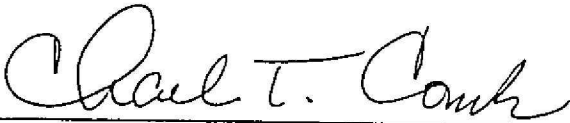
TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION

PROPERTY DESCRIPTION: Lot Four (4) of Aumick's Addition to the City of Fayetteville, Washington County, Arkansas, LESS AND EXCEPT the North fifty-three (53) feet of Lot 4.

A fifteen (15) foot wide temporary construction and grading easement across the above described property, being parallel with and contiguous to the north line and situated on the south side thereof. This temporary construction and grading easement contains 4,277 square feet (0.098 acre), more or less.

SIGNED FOR IDENTIFICATION:

SELLER:

A handwritten signature in cursive script, reading "Charles T. Combs". The signature is written in dark ink and is positioned above a horizontal line.

Charles T. Combs

EXHIBIT "A"
PROPERTY DESCRIPTION

All of Lot Three (3) and the north fifty-three (53) feet of Lot Four (4) of Aumick's Addition to the City of Fayetteville, Washington County, Arkansas.

SIGNED FOR IDENTIFICATION:

SELLER:

Charles T. Combs

Charles T. Combs

EXHIBIT "B"

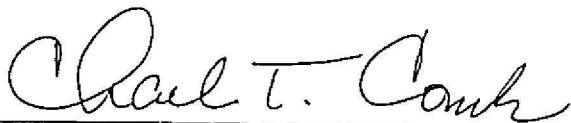
TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION

PROPERTY DESCRIPTION: Lot Four (4) of Aumick's Addition to the City of Fayetteville, Washington County, Arkansas, LESS AND EXCEPT the North fifty-three (53) feet of Lot 4.

A fifteen (15) foot wide temporary construction and grading easement across the above described property, being parallel with and contiguous to the north line and situated on the south side thereof. This temporary construction and grading easement contains 4,277 square feet (0.098 acre), more or less.

SIGNED FOR IDENTIFICATION:

SELLER:



Charles T. Combs

DEPARTMENTAL CORRESPONDENCE

May 27, 1999

TO: Fred Hanna, Mayor

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

FROM: Ed Connell, Land Agent *EC*

RE: Sixth Street Extension to Huntsville Road
Charles t. Combs: Tract # 2
Right of Way & Temporary Easement Acquisition

Please find herewith an *Offer and Acceptance* Contract between the City and Charles T. Combs for the acquisition of road right of way and temporary construction easement in association with the subject project. The City offered \$32,550.00 for the properties involved, based upon an independent appraisal. Mr. Combs, who lives in Arizona, countered with a figure of \$34,500.00, a 6.09% increase, based upon an appraisal he had conducted by another local appraiser. Mr. Combs has agreed to accept the latter figure of \$34,500.00. Included are two original contracts which 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 tracts involved with this transaction. As noted, this transaction involves the acquisition of 1.75 acres of unimproved land, along with temporary construction easements and damages to existing property fencing. It is this author's opinion that the counteroffer of Mr. Combs is reasonable and should be accepted by the City staff and City Council. The Combs property constitutes approximately 37% 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.

LAND PURCHASE
A. 6. 16



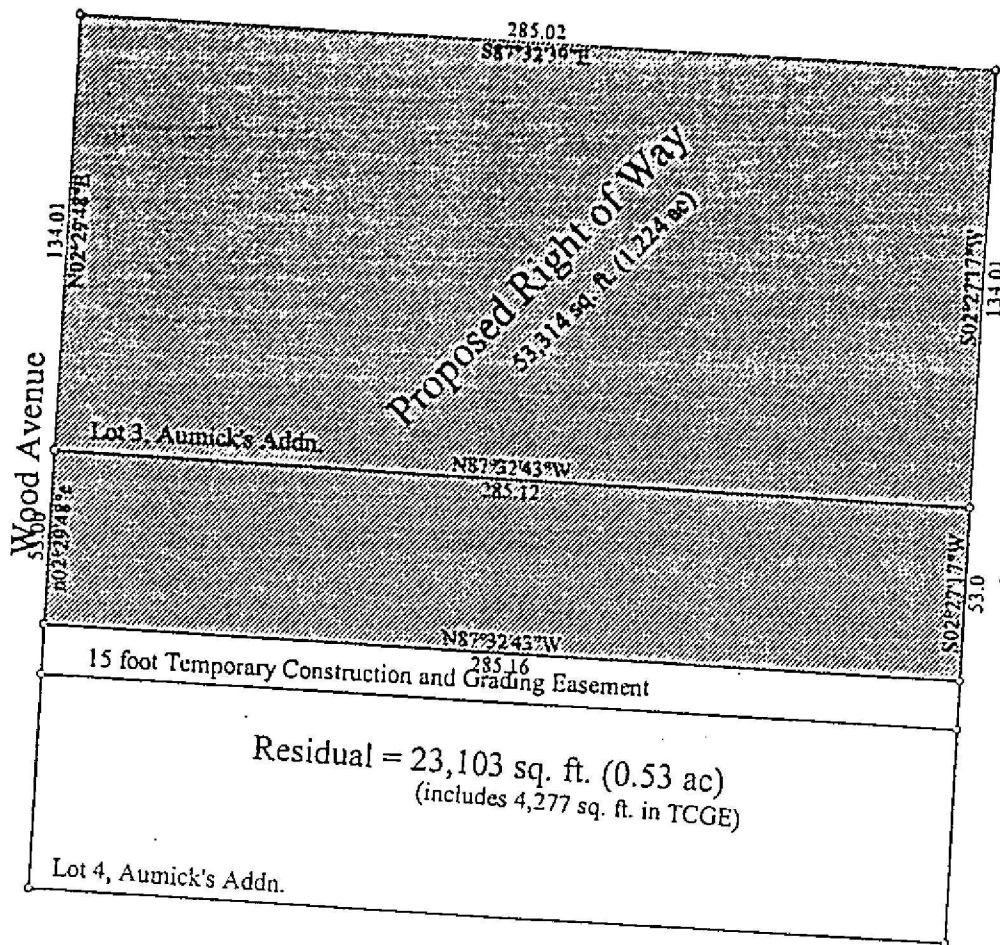
Scale: 1" = 60'

Charles Thrasher Combs

Deed Ref.: 791/396; P76-172; 1008/340; 1030/648

Parcel Nos. 765-02490-000 (North 108' of Lot 3)

765-02491-000 (South 26' of Lot 3 and all of Lot 4)



Lot 3 - 38,202 ft
Lot 4 - 15,112 ft
53,314 ft
(1.22 Ac)

NOTE: TRACTS HAVE BEEN ROTATED TO CITY OF FAYETTEVILLE GLOBAL POSITIONING SATELLITE SYSTEM BEARINGS.

Title: Charles Combs' Property--Lots 3 & 4

Date: 07-15-1998

Scale: 1 inch = 60 feet

File: COMBS3&4.DES

Tract 1: 0.877 Acres: 38202 Sq Feet: 3549.1 Sq Meters: No significant closure error. : Perimeter = 838 feet
Tract 2: 0.877 Acres: 38216 Sq Feet: 3550.3 Sq Meters: No significant closure error. : Perimeter = 838 feet
Tract 3: 0.347 Acres: 15112 Sq Feet: 1404.0 Sq Meters: No significant closure error. : Perimeter = 676 feet
Tract 4: 0.530 Acres: 23103 Sq Feet: 2146.4 Sq Meters: No significant closure error. : Perimeter = 732 feet
Tract 5: 0.098 Acres: 4277 Sq Feet: 397.4 Sq Meters: No significant closure error. : Perimeter = 600 feet

001=S87.3239E 285.02
002=S02.2717W 134.01
003=N87.3243W 285.12
004=N02.2948E 134.01
005=@4 Lot 4
006=/S02.2948W 134.01
007=N02.2948E 134.01
008=S87.3243E 285.12
009=S02.2717W 134.01
010=N87.3243W 285.22

011=@4 r/w Lot 4
012=S87.3243E 285.12
013=S02.2717W 53.0
014=N87.3243W 285.16
015=N02.2948E 53.00
016=@8 remainder
017=/S02.2948W 53.0
018=S87.3243E 285.16
019=S02.2717W 81.01
020=N87.3243W 285.22

021=N02.2948E 81.01
022=@4 temp esmt
023=/S02.2958W 53.0
024=S02.2948W 15.00
025=S87.3243E 285.17
026=N02.2717E 15.00
027=N87.3243W 285.16

LAND APPRAISAL REPORT

File No. 199

LAND PURCHASE
A. 6. 17

File No. 19937

Borrower None Census Tract 111 01 Map Reference Q-8

Property Address 6th Street and Wood Avenue State Arkansas Zip Code 72701

City Fayetteville County Washington

Legal Description All Lot 3 and Part Lot 4, Aumicks Addition

Sale Price \$ None Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised ☒ Fee ☐ Leasehold ☐ Or Minimis PUD

Actual Real Estate Taxes \$ *** (yr) Loan charges to be paid by seller \$ N/A Other sales concessions N/A

Lender/Client Charles Thrasher Combs Address 8518 E. Riverside, Mesa, AZ 85215

Occupant None Appraiser Byron Al Thompson Instructions to Appraiser Estimate the Market Value of the subject 1.224

Acres of vacant land _____

Location ☒ Urban ☐ Suburban ☐ Rural

Built Up ☒ Over 75% ☐ 25% to 75% ☐ Under 25%

Growth Rate ☐ Fully Dev. ☐ Rapid ☒ Steady ☐ Slow

Property Values ☐ Increasing ☒ Stable ☐ Declining

Demand/Supply ☐ Shortage ☒ In Balance ☐ Oversupply

Marketing Time ☐ Under 3 Mos. ☒ 4-8 Mos. ☐ Over 6 Mos.

Present Land Use 70% 1 Family 5% 2-4 Family 5% Apts. 5% Condo 5% Commercial

Change in Present Land Use ☐ Industrial 15% Vacant ☐ %

Predominant Occupancy ☐ Not Likely ☒ Likely (*) ☐ Taking Place (*)

(*) From Vacant Land To City Street

Predominant Occupancy ☒ Owner ☐ Tenant 5% Vacant

Single Family Price Range \$ 30 to \$ 150+ Predominant Value \$ 75

Single Family Age 1 yrs. to 90+ yrs. Predominant Age 35 yrs.

Employment Stability ☐ Good ☒ Avg. ☐ Fair ☐ Poor

Convenience to Employment ☐ ☒ ☐ ☐

Convenience to Shopping ☐ ☒ ☐ ☐

Convenience to Schools ☐ ☒ ☐ ☐

Adequacy of Public Transportation ☐ ☒ ☐ ☐

Recreational Facilities ☐ ☒ ☐ ☐

Adequacy of Utilities ☐ ☒ ☐ ☐

Property Compatibility ☐ ☒ ☐ ☐

Protection from Detrimental Conditions ☐ ☒ ☐ ☐

Police and Fire Protection ☐ ☒ ☐ ☐

General Appearance of Properties ☐ ☒ ☐ ☐

Appeal to Market ☐ ☒ ☐ ☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): There are no apparent adverse factors which would affect the subject's marketability. The subject has access to all necessary supporting facilities including schools, recreation, and employment. The neighborhood has open areas. ***The assessments on the subject lots includes a house, and the current property tax on the subject is not relevant to the current appraisal.

Dimensions 187.01' x 285.16' 53,328 Sq. Ft. or Acres ☐ Corner Lot

Zoning classification C-2 Commercial and R-2 Residential Present Improvements ☒ do ☐ do not conform to zoning regulations

Highest and best use ☐ Present use ☒ Other (specify) Multi-Family Residential

Public ☐ Other (Describe) _____

Elec. ☒ _____

Gas ☒ _____

Water ☒ _____

San. Sewer ☐ _____

Underground Elect. & Tel. ☐ _____

OFF SITE IMPROVEMENTS

Street Access ☒ Public ☐ Private

Surface Asphalt

Maintenance ☒ Public ☐ Private

Storm Sewer ☐ Curb/Gutter

Sidewalk ☒ Street Lights

Topo Moderately Sloping

Size Above Average

Shape Rectangle

View Average/Residences

Drainage Average

Is the property located in a HUD Identified Special Flood Hazard Area? ☒ No ☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): No apparent adverse easements, encroachments, or other apparent adverse conditions were noted. The subject tract of land is moderately rolling with an open area on Wood Avenue and woodland in the rear.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	6th Street and Wood Avenue Fayetteville	Holland Street Farmington	Lot 8 Summerhill Fayetteville	713 Oakland Fayetteville
Proximity to Subject		4 miles Southwest	4 miles North	2 miles Northwest
Sales Price	\$ <u>None</u>	\$ <u>29,000</u>	\$ <u>31,350</u>	\$ <u>14,500</u>
Fee	\$ <u>52,727</u>	\$ <u>82,500</u>	\$ <u>90,625</u>	
Data Source	Inspection	MLS/Realtor Files	MLS/Realtor Files	MLS/Realtor Files
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
	N/A	4/97	9/98	4/98
Location	Average	Good	Good	Good
Site/View	1.224 Ac/Average	.55 Acres	.38 Ac/Good	.16 Acres
Topography	Average	Average	Average	Average
Visibility	Average	Average	Average	Average
Accessibility	Average	Good	Good	Good
Utilities	All City	All City	All City	All City
Sales or Financing Concessions	N/A	None	None	None
Net Adj. (Total)		\$ <u>3,500</u>	\$ <u>5,500</u>	\$ <u>20,000</u>
Indicated Value of Subject		\$ <u>32,500</u>	\$ <u>36,850</u>	\$ <u>34,500</u>

Comments on Market Data: Time adjustments are based on 3% annual appreciation. Site size adjustments are based on \$25,000 per acre. All comparables are zoned R-2 Medium Density Residential except sale 4 which is zoned C-2 Commercial. Sales one through three have superior locations and accessibility. Sale four has an inferior location because it does not front on a public street.

Comments and Conditions of Appraisal: It is my understanding that the purpose of this appraisal is to determine if an offer from the City of Fayetteville to purchase the subject land for a public street is reasonable and fair. If the land were to be purchased, a temporary construction easement would be required on a 15' x 285.16' strip of land, and a portion of the two rail wood fence would be lost. In my opinion, fair compensation for the construction easement and loss of the wood fence would be \$750.00. This amount is built into the final value estimate below.

Final Reconciliation: All weight is given the Sales Comparison Approach, as it reflects buyer and seller actions in the market place. No weight is given the Cost Approach or the Income Approach because there are no improvements on the land, or measurable income to the land.

ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF May 10, 19 99

Byron Al Thompson, CG0350

STATE CERTIFIED David Parrish, CG0318

GENERAL REVIEW APPRAISER (if applicable)

APPROVALS, INC.

Form 100 - TOTAL 2000

APPROVALS, INC. - WINDOWS appraisal software by a la mode, inc. - 1-800-ALAMODE

MARKET DATA ANALYSIS

LAND PURCHASE
A. 6. 18

File No. 199378

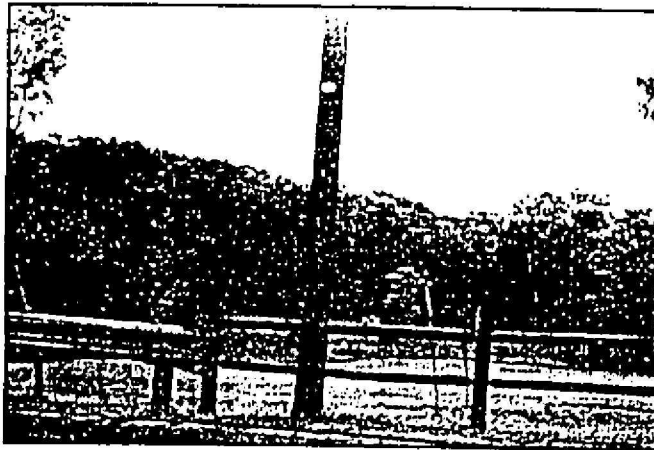
SUBJECT PROPERTY		COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
and Wood Avenue		Pt Lots 6 & 7, Aumick's Addn					
Fayetteville		Fayetteville					
Proximity to Subject	Adjacent to the east	Adjacent to the east					
Sales Price	\$ None	\$ 17,000		\$		\$	
Price	\$	\$ 10,240		\$		\$	
Data Source	Inspection	Court Records					
Date of sale and	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust	DESCRIPTION	+(-)\$ Adjust	DESCRIPTION	+(-)\$ Adjust
Time Adjustment	N/A	7/95	+2,000				
Location	Average	Fair	+8,500				
Size/View	1.224 Ac/Average	1.66 Ac/Average	-11,000				
Topography	Average	Average					
Visibility	Average	Fair	+8,500				
Accessibility	Average	Fair	+8,500				
Utilities	All City	All City					
Sales or Financing	N/A	Not Known - No					
Concessions		Mortgage Found					
Net Adj. (Total)		☒ + ☐ -	\$ 16,500	☐ + ☐ -	\$	☐ + ☐ -	\$
Indicated Value of Subject			\$ 33,500		\$		\$
Comments: URAR: SALES COMPARISON APPROACH							
A diligent effort was made in the search for comparable sales that are the most similar, most recent, and closest in proximity to the subject property. The market was expanded back over one year to find the best sales. Those used in this report are the best available market data.							
While not exactly the same, the sales do form a realistic range of value for the subject. Most weight is given sale one, since it is the most similar and required the least adjustment. Sale four, which is adjacent to the subject is included to provide support.							
HIGHEST AND BEST USE ANALYSIS							
The south portion of the subject is zoned R-2 Medium Density Residential, and the north portion is zoned C-2 Commercial. However, because of the relatively low traffic count on Wood Avenue, I believe that it is highly unlikely that the subject would be developed as commercial property. If it were combined with adjacent properties to the north or northeast, it is more likely. However, it is beyond the scope of this appraisal to speculate on such a possibility.							
In my opinion, the Highest and Best Use of the subject is medium density residential.							

Subject Photo Page

LAND PURCHASE

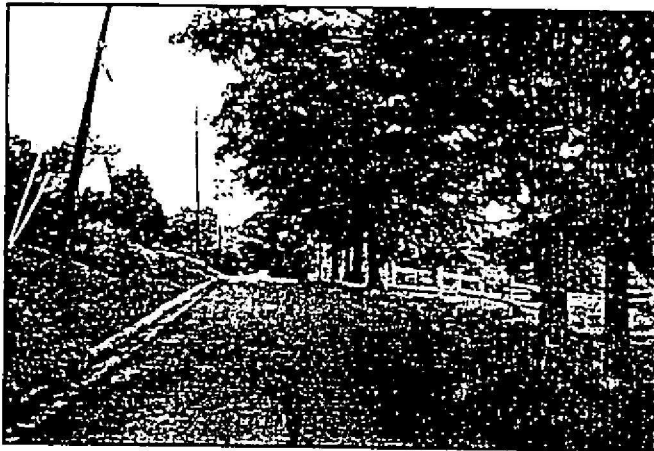
A. 6. 19

Broker/Client None			
Property Address 8th Street and Wood Avenue			
City Fayetteville	County Washington	State Arkansas	Zip Code 72701
Lender Charles Thresher Combs			

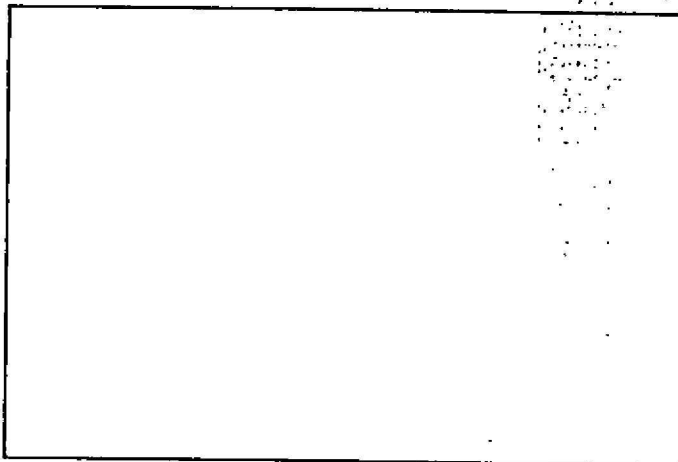


Subject Front

8th Street and Wood Avenue
 Sales Price None
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Average
 View 1.224 Aci/Average
 Site
 Quality
 Age



Subject Street



LAND PURCHASE
A. 6. 20

APPRAISAL REPORT
FOR
CITY OF FAYETTEVILLE

Limited Summary Appraisal Report

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

PARCEL # 765-02490-000 & 765-02491-000

LOCATION
FEE OWNER Lots #3 & #4, Aumicks Addition
Charles T. Combs
ADDRESS 6516 E. Riverdale, Mesa, AZ 85215

ESTATE APPRAISED Fee Simple

AREA OF WHOLE 1.754 acres AREA OF RESIDUAL .53 acres

AREA OF PERMANENT ACQUISITION 53,314 SF or 1.224 Ac.
(Description attached)
Temporary Construction Easement 4,277 SF or 0.098 Ac.

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY:

Before	
Land	\$ 45,842
Improvements	<u>\$ Not Considered</u>
Total	\$ 45,842
After	
Land	\$ 13,852
Improvements	<u>\$ Not Considered</u>
Total	<u>\$ 13,852</u>

FAIR MARKET VALUE OF PERMANENT R-O-W ACQUISITION \$ 31,990

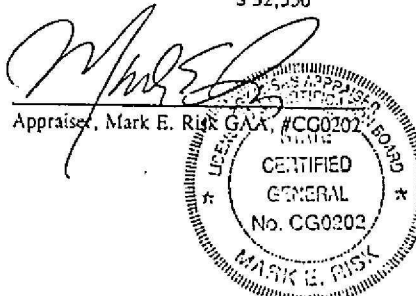
As of 27th day of August, 1998

ALLOCATION OF F.M.V. OF TOTAL ACQUISITION

R-O-W	53,314 SF @ \$.60/SF	= \$ 31,988	Say	\$ 32,000
T.C.E.*	4,277 SF @ \$.60/SF x .10 x 1	= \$ 257	Say	\$ 300
Trees	None			\$ 0
Improvements	Rail Fence			\$ 250
Total R-O-W, T.C.E., Trees, & Improvements				\$ 32,550
Damages or Benefits				\$ 0
Total Compensation				\$ 32,550

ATTACHMENTS:

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



- * 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.

CERTIFICATE OF APPRAISER

LAND PURCHASE
A. 6. 21

I hereby certify:

That I have personally inspected the property herein appraised, and that I have made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs and data contained in said appraisal.

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct. That the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

That I understand that such appraisal may be used in connection with the permanent acquisition of right of way for the extension of Sixth St. to Huntsville Road. The project is to be performed by the City of Fayetteville.

This project has been initiated by the City of Fayetteville.

That such appraisal has been made in conformity with the appropriate City laws, regulations, and policies and procedures applicable to appraisal of right of ways and easements for such purposes; that in appraising the value before acquisition, no consideration has been given to increases or decreases in Fair Market Value caused by the public improvement; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said City.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

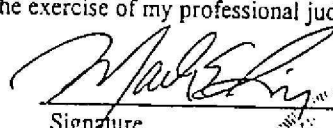
That I have no direct or indirect, present or contemplated future personal interest in such property, and no personal interest or bias with respect to the parties involved, or in any benefit from the acquisition of such property appraised.

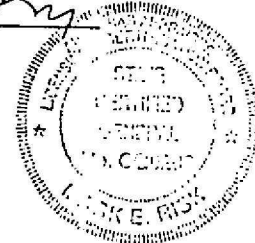
That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the City of Fayetteville, and I will not do so until so authorized by said City officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That my analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice and no one provided significant professional assistance to the persons signing this report.

That in my opinion the just compensation for the acquisition as of the 27th day of August, 1998, is \$ 32,550 based upon my independent appraisal and the exercise of my professional judgment.

October 26, 1998
Date


Signature



JOB Sixth Street Extension

PARCEL 765-02490-000 & 765-02491-000

LAND PURCHASE
A. 6. 22

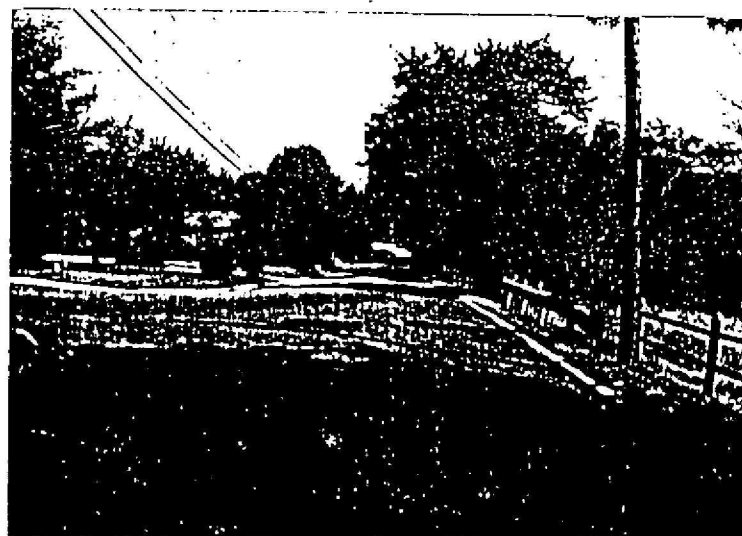
PICTURES



Acquisition Area at Subject's West Boundary Looking East from Wood Ave.
(East view)



Acquisition Area at East Boundary Looking West
(West view)



Street Scene of Wood Ave. Looking North, Subject Site on Right
(North view)

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of June 15, 1999.

FROM: _____
Tim Conklin _____ Planning _____ Public Works
Name _____ Division _____ Department _____

ACTION REQUESTED: To approve an ordinance for VA 99-7.00 as submitted by Laura Kelly of Rob Sharp Architect on behalf of MTM of El Dorado LLC for property located at 1586 Amber Drive. The property is zoned R-1, Low Density Residential. The request is to vacate a portion of a 20 foot utility easement within Charleston Place Subdivision.

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 _____

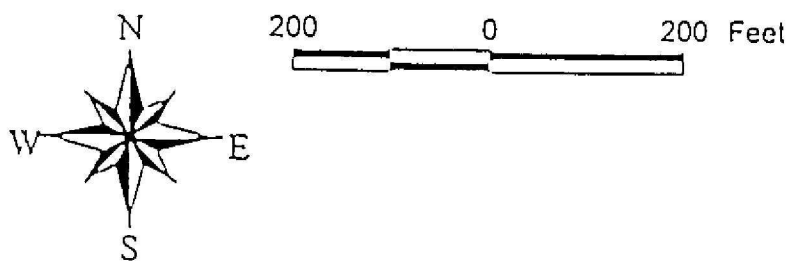
STAFF RECOMMENDATION: This item was considered at the May 24, 1999 Planning Commission meeting and they recommended approval of the utility easement vacation subject to conditions as set forth in the attached minutes with a unanimous vote 7-0-1. Mr. Shackelford abstained.

Division Head _____ 5-27-99 _____ Cross Reference _____

Department Director _____ 5-28-99 _____ New Item: Yes No

Administrative Services _____ 6/1/99 _____ Prev Ord/Res#: _____
Director _____ 6/1/99 _____ Orig Contract Date: _____
Mayor _____ Date _____

VA99-7.00 - MTM of El Dorado - Close Up



Planning Commission Minutes
May 24, 1999
Page 8

**VA99-7: VACATION
MTM OF EL DORADO LLC, pp370**

This item was submitted by Laura Kelly of Rob Sharp Architects on behalf of MTM of El Dorado LLC for property located at 1586 Amber Drive. The property is zoned R-1, Low Density Residential. The request is to vacate a portion of a 20 foot utility easement within Charleston Place Subdivision.

Laura Kelly was present on behalf of the project.

Staff Requirements

1. The foundation which encroaches the easement must be cut and removed from the easement.
2. No portion of the roof may over hang the easement.

Commission Discussion

Johnson: At plat review, none of the utility companies had any objections. The only entity at plat review who reserved comments was water and sewer.

Petrie: We have received comments from water and sewer. They are recorded above. This easement was requested to be vacated due to relocation of the sanitary sewer line. They started a house adjacent to the new sewer line and unfortunately, the footing is actually in the easement. Staff recommends approval contingent upon requirements of the Water & Sewer Superintendent.

Shackelford: I will be abstaining from the vote.

Johnson: Our action is a recommendation to the City Council who takes the final action on any vacation.

Public Comment

None.

MOTION

Mr. Odom made a motion to recommend approval of the vacation subject to the requirements as listed above.

Planning Commission Minutes
May 24, 1999
Page 9

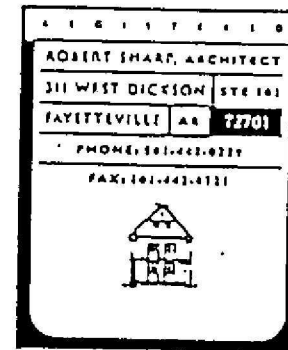
Ms. Hoffman seconded the motion.

Roll Call

Upon roll call, the motion passed with a vote of 7-0-1. Mr. Shackelford abstained from voting.

P.O. Box 3494
Fayetteville, AR 72702
6 April, 1999

Fayetteville Planning commission
113 West Mountain Street
Fayetteville, AR 72701



To: The Fayetteville City Planning Commission
and The Fayetteville City Council

We, the undersigned, being the owners of all the real estate abutting the easement hereinafter sought to be abandoned and vacated and lying within Section 2, Township 16N, Range 30W of the Fifth Principle Meridian in Washington County, Arkansas, petition to vacate the portion of which is described as follows:

Part of the NW1/4 of the SW1/4 of Section 2, T16N, R30W of the Fifth Principle Meridian in Washington County, Arkansas and being more particularly described as follows: Commencing at the SE Corner of Section 3, T16N, R30W, thence NORTH 1402.66 Feet, thence EAST 201.03 Feet to the POINT OF BEGINNING said P.O.B. being in the center of a 20' wide utility easement; thence N 44d 55' 12" E 122.81 Feet, thence N 58d 32' 59" E 323.63 Feet, thence S 31d 16' 01" E 174.08 Feet, said easement being ten feet either side of the previously described line.

Petitioners state that the above described real estate is not open, and has no longer used by the utilities, and that the public interest and welfare would not be adversely affected by the abandonment of the above described easement.

This petition conveys the request that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate.

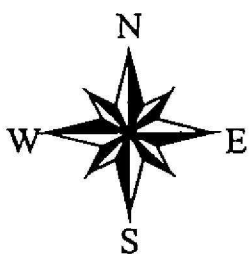
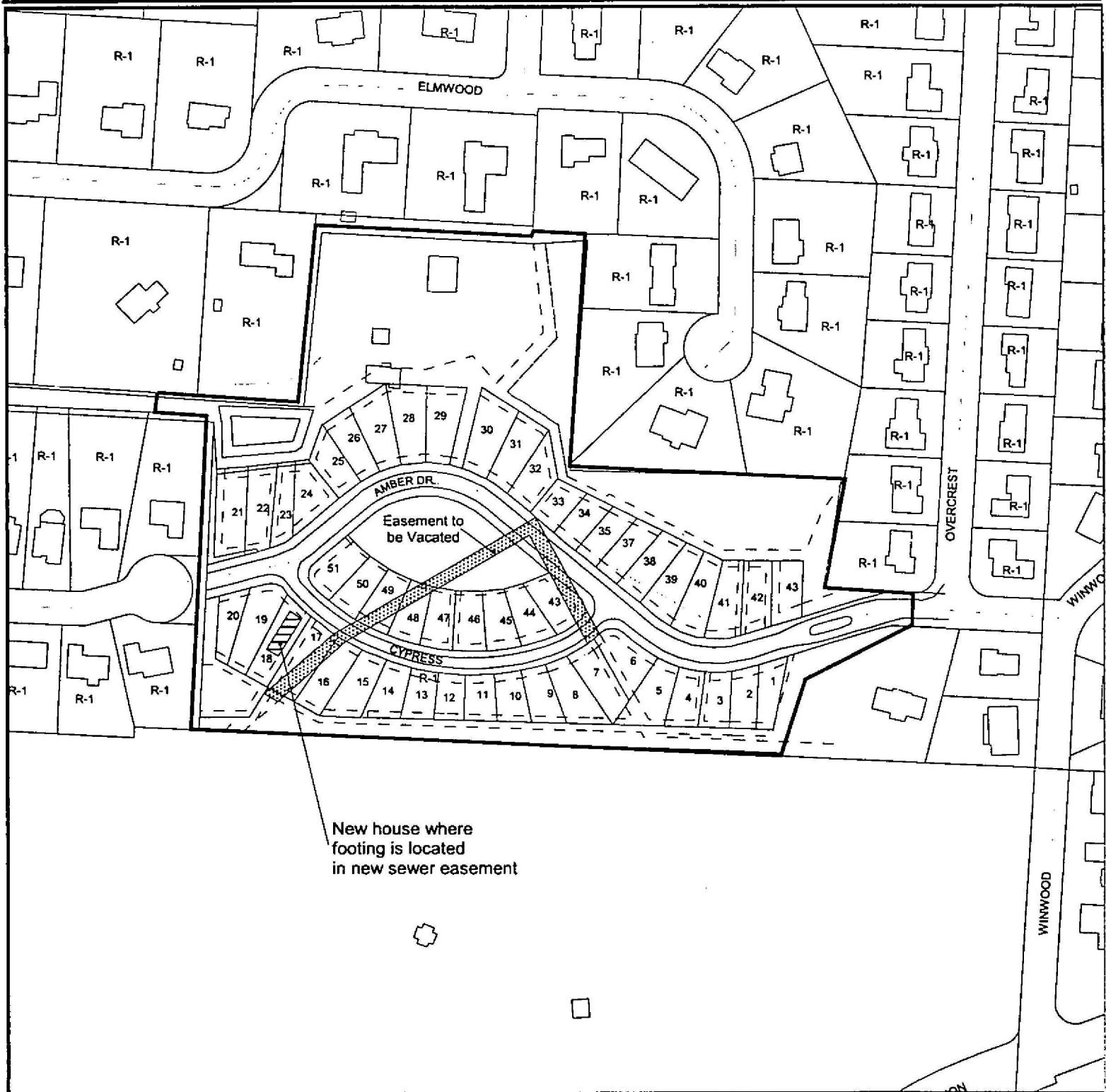
WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, and that easement to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from any use of said easement.

Dated this 19 day of APRIL, 1999

GREG HOUSE
printed name

G. House
signature

VA99-7.00 - MTM of El Dorado - Close Up



200 0 200 Feet

Legend	
	Easement
	House

Fayetteville

CHAMBER OF COMMERCE

June 3, 1999
Our 110th Year

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

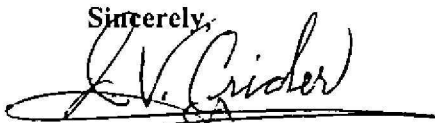
SUBJECT: Fayetteville Industrial Park - West

Dear Fred:

The Fayetteville Chamber of Commerce is negotiating with an industrial client that has expressed an interest in Lot 10 in Fayetteville Industrial Park - West. The client plans on an initial investment of \$7.5-million in land acquisition, building construction (40,000 square feet), and equipment purchase. Their business plan calls for a total investment of \$50 million toward additional expansions within five years of operation. Employment in year one will be approximately 180 with an estimated annual payroll of \$6 million.

I would appreciate be placed on the Fayetteville City Council's Agenda Session scheduled for Tuesday, June 8, 1999. Thank you for your assistance in this matter. Should you have questions, or if I can be of any further assistance to you, please do not hesitate to call.

Sincerely,



James V. Crider, Director
Economic Development

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of June 15, 1999

FROM:

Jill Goddard Engineering Public Works
Name Division Department

ACTION REQUIRED: Passage of an ordinance authorizing the City Attorney to seek possession of certain land located on Highway 16 West in the City of Fayetteville, Arkansas, by the Power of Eminent Domain, in association with the required easements for the Highway 16 West Water and Sewer Relocations. Such property is owned by Ozarks Electric Cooperative Corporation (Parcel Nos. 765-16248-000, 765-13729-000, 765-13730).

COST TO CITY:

<u>\$ 2,040.00</u> Cost of this Request	<u>\$ 450,000.00</u> Category/Project Budget	<u>Highway 16 West Waterline</u> Category/Project Name
<u>4470-9470-5808-00</u> Account Number	<u>\$ 750.00</u> Funds Used To Date	<u>Water & Sewer Improvements</u> Program Name
<u>99028-30</u> Project Number	<u>\$ 449,250.00</u> Remaining Balance	<u>Sales Tax</u> Fund

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

<u>Accounting Manager</u>	<u>Date</u>	<u>Internal Auditor</u>	<u>Date</u>
<u>City Attorney</u>	<u>Date</u>	<u>ADA Coordinator</u>	<u>Date</u>
<u>Purchasing Officer</u>	<u>Date</u>		

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

<u>Division Head</u>	<u>Date</u>	<u>Cross Reference</u>
<u>Department Director</u>	<u>Date</u>	New Item: Yes ☒ No ☐
<u>Administrative Services Director</u>	<u>Date</u>	Prev Ord/Res #: _____
<u>Mayor</u>	<u>Date</u>	Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: June 8, 1999

TO: Fayetteville City Council

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

FROM: Jill Goddard, Land Agent

SUBJECT: Highway 16 West Waterline
Project No. 99028
Condemnation

Initially, the plan was to construct the waterline on the north side of Highway 16 West from the Bypass to just east of Meadowlands Drive. However, because of numerous complications, the project was recently changed to construct on the north side of Highway 16 West until west of Salem Road, then bore under the highway at Ozarks Electric's easternmost property line, continue construction on the south side of the highway until the end of project, then bore back under to the north side for connections.

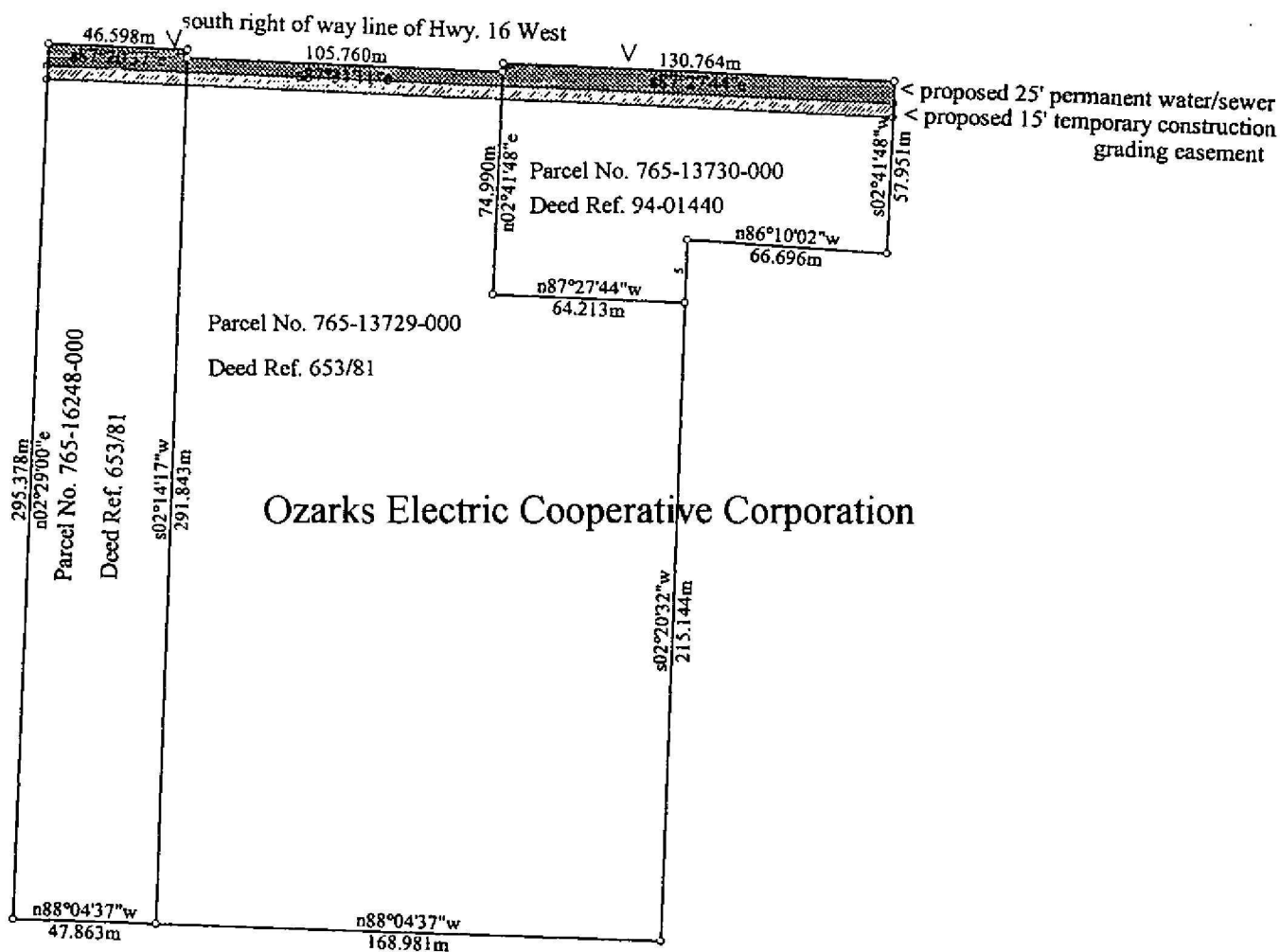
With construction already started on the east end of this project, Ozarks Electric Cooperative Corporation is the only property owner yet to sign the proposed easement document. Accordingly, it is necessary that the City initiate condemnation proceedings as soon as possible in order to obtain court possession of this land so as not to interfere with the construction schedule.

Initially, Ozarks Electric were offered \$1,200.00 for the conveyance of rights associated with a twenty-five foot wide (less in some places) permanent easement (1,842.2 square meters or 19,829 square feet); \$420.00 as rental of the lands associated with the Temporary Construction Easement (1,294.4 square meters or 13,933 square feet), and \$420.00 in landscape damages, for a total offer amount of \$2,040.00. This offer was originally presented on April 12, 1999. (See attached case history.)

The Board of Directors have been reluctant to sign for a number of reasons. The City has waited for results of two monthly board meetings (the first April 28, 1999, and the second May 26, 1999). Ozarks Electric declined the need for a City representative to be at either meeting.

Ozarks Electric have each hired an appraiser, with appraisal expected by June 23, 1999 (next monthly board meeting). A compromise will be reached based upon those appraisals. In the meantime, condemnation is required to allow our contractor to enter the property and install the line. The contractor is almost to the property line at this point in time.

00'



NOTE: Property description bearings have been rotated to AHTD survey bearings for Job No. 040277.

Data and Deed Call Listing of File: OZK-AHTD.DES

Tract 1: 3.444 Acres: 150008 Sq Feet: 13936.2 Sq Meters: No significant closure error. : Perimeter = 2246 feet

Tract 2: 2.175 Acres: 94723 Sq Feet: 8800.1 Sq Meters: No significant closure error. : Perimeter = 1374 feet

Tract 3: 10.985 Acres: 44453.1 Sq Meters: No significant closure error. : Perimeter = 3021 feet

Tract 4: 0.455 Acres: 19829 Sq Feet: 1842.2 Sq Meters: No significant closure error. : Perimeter = 1927 feet

Tract 5: 0.320 Acres: 13933 Sq Feet: 1294.4 Sq Meters: No significant closure error. : Perimeter = 1888 feet

001=s02.1417w 2.929m

002=s02.1417w 291.843m

003=n88.0437w 47.863m

004=n02.2900e 295.378m

005=s87.2037e 46.598m

006=@1

007=/s02.1417w 2.929m

008=/s87.3111e 105.760m

009=n02.4148e 2.796m

010=s87.2744e 130.764m

011=s02.4148w 57.951m

012=n86.1002w 66.696m

013=s02.2032w 21.342m

014=n87.2744w 64.213m

015=n02.4148e 74.990m

016=@1

017=/s02.1417w 2.929m

018=s87.3111e 105.760m

019=**s02.4148w 74.990m

020=**s87.2744e 64.213m

021=s02.2032w 215.144m

022=n88.0437w 168.981m

023=**n02.1417e 291.843m

024=@1 25' perm. esmt.

025=/n87.2037w 46.598m

026=s87.2037e 46.598m

027=s02.1417w 2.929m

028=s87.3111e 105.760m

029=n02.4148e 2.796m

030=s87.2744e 130.764m

031=s02.4148w 7.620m

032=n87.2614w 283.119m

033=n02.2900e 7.620m

034=@1 15' tcge

035=/n87.2037w 46.598m

036=/s02.2900w 7.620m

037=s02.2900w 4.572m

038=s87.2614e 283.105m

039=n02.4148e 4.572m

040=n87.2614w 283.119m

CASE HISTORY

Ozarks Electric Cooperative Corporation
Highway 16 West Waterline

- 4-5-1999 Date of Offer Letter. \$2,040.00 offered for Permanent Easement, Temporary Construction Easement, and landscape damages. Packet including offer letter, easement document, and drawings prepared. Offer amount was based on \$0.06/square foot (or \$0.65/square meter), this is equivalent to \$1.50 per linear foot for 25 foot wide easement—comparable to that offer by Gas Co. for easements on north side of Highway 16 West.

- 4-12-1999 Jill Goddard, Land Agent for City of Fayetteville, met with Mitchell Johnson, Vice President, and Charles Cosby, CEO, of Ozarks Electric. All walked part of project, discussed scope. Verbally left with no potential complications. Monthly Board of Directors meeting set for April 28, 1999. Mr. Cosby declined the offer of a city representative to be present.

- 4-28-1999 Ozarks Electric Board of Directors monthly meeting.

- 5-4-1999 Goddard called Ozarks Electric, talked to John Eldridge. Eldridge unsure completely as to why voted down. Both had some confusion as to why crossing to south side of Highway 16 West. Also, had discussed wanting more compensation. Counter offer was not decided upon or authorized by Board

- 5-4-1999 Charles Venable, Director of Public Works, called Ozarks Electric and talked to Mr. Luttrell. Suggestion made to meet with Mr. Cosby again to resolve differences and clarify issues.

- 5-19-1999 Jill Goddard and Sid Norbash, Staff Engineer for this project, met with Charles Cosby, Ozarks Electric. Were told that engineer for Ozarks has reviewed plans and made written recommendation to Board. Did not change offer amount as had received no counter offer. Again, Mr. Cosby declined the offer of a city representative to be present at next meeting.

- 5-26-1999 Ozarks Electric Board of Directors monthly meeting.

- 5-28-1999 Goddard called Ozarks Electric, talked to Mitchell Johnson. He said Ozarks Electric hired an appraiser yesterday with appraisal expected by June 23, 1999 (next Board Meeting) and they would let City know of the results. Goddard informed him that project was under construction on east end by Bypass and City may not be able to wait for another Board meeting. Mr. Venable advised initiation of condemnation proceedings. Later, John Eldridge (Ozarks Electric) called Goddard. He wanted to contact Jerry

Rose, City Attorney, to arrange for Right to Enter agreement. He indicated that compensation amount was issue to be resolved now and would like City to hold off on condemnation proceedings.

6-08-99 As of this date, Mr. Eldridge informed Mr. rose that the city needs to proceed with condemnation procedures in order to get onto the property while appraisals and compensation negotiations continue.

OZARKS ELECTRIC COOPERATIVE CORPORATION

Permanent Easement:

A permanent easement of variable width across the above described property, being parallel with and contiguous to the south right of way of State Highway 16 and situated on the south side thereof, being a part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 12, Township 16 North, Range 31 West, and part of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), of Section 7, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northwest corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 7; thence North 02° 14' 17" East 2.929 meters; thence North 87° 20' 37" West 46.498 meters, to a point on the south right of way line of State Highway 16, said point also being the Point of Beginning; thence with said south right of way line, South 87° 20' 37" East 46.598 meters; thence South 02° 14' 17" East 2.929 meters; thence South 87° 31' 11" East 105.760 meters; thence North 02° 41' 48" East 2.796 meters; thence South 87° 27' 44" East 130.764 meters; thence leaving said south right of way line, South 02° 41' 48" West 7.620 meters; thence North 87° 26' 00" West 283.348 meters; thence North 02° 29' 00" East 7.590 meters, to the Point of Beginning and containing 1840.3 square meters, more or less.

The bearings for this description are based on Arkansas Highway and Transportation Department survey bearings (metric) for AHTD Job No. 040277, and may vary from the bearing systems previously used in describing this property.

Temporary Construction and Grading Easement (15'):

A 4.572 meter (15 foot) wide temporary construction and grading easement across the above described property, being parallel with and contiguous to the south line of the above described permanent easement and situated on the south side thereof, being a part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 12, Township 16 North, Range 31 West, and part of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), of Section 7, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northwest corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 7; thence North 02° 14' 17" East 2.929 meters; thence North 87° 20' 37" West 46.498 meters; thence South 02° 29' 00" West 7.590 meters, to the Point of Beginning; thence South 87° 26' 00" East 283.348 meters; thence South 02° 41' 48" West 4.572 meters; thence North 87° 26' 00" West 283.330 meters; thence North 02° 29' 00" East 4.572 meters, to the Point of Beginning and containing 1295.4 square meters, more or less.

The bearings for this description are based on Arkansas Highway and Transportation Department survey bearings (metric) for AHTD Job No. 040277, and may vary from the bearing systems previously used in describing this property.

Ozarks Electric Cooperative Corporation
Parcel No. 765-13729-000
Parcel No. 765-16248-000
Deed Ref. 653/81

Parcel No. 765-13730-000
Deed Ref. 94-01440

Property Description:

(Deed Ref. 653/81)

A part of the Southwest Quarter of the Fractional Northwest Quarter and a part of the Northwest Quarter of the Fractional Southwest Quarter of Section Seven (7), Township Sixteen (16) North, Range Thirty (30) West, and a part of the Northeast Quarter of the Southeast Quarter of Section Twelve (12), Township Sixteen (16) North, of Range Thirty-one (31) West, being more particularly described as follows, to-wit: Beginning at a point in the center line of Arkansas State Highway No. 16 which is forty-six and twenty-two hundredths (46.22) feet North of the Southwest corner of the Southwest Quarter of the Fractional Northwest Quarter of Section Seven (7), the same point being two (2) feet North of the Northeast corner of the Southeast Quarter of Section Twelve (12), and running thence east with the centerline of said highway three hundred forty-nine and twenty-seven hundredths (349.27) feet; thence South two hundred ninety-three and four hundredths (293.04) feet; thence East two hundred ten and ninety-seven hundredths (210.97) feet; thence South seven hundred twelve and ninety-six hundredths (712.96) feet; thence West seven hundred ten and ninety-seven hundredths (712.97) feet; thence North ten hundred six (1006) feet to the centerline of said Highway No. 16; thence East one hundred fifty and seventy-three hundredths (150.73) feet more or less to the point of beginning, containing Fifteen (15) acres, more or less.

(Deed Ref. 93-01440)

Part of the Fractional Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), and part of the Fractional Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section 7, Township 16 North of Range 30 West, being more particularly described as follows, to-wit: Beginning at a point in Highway No. 16 West which is 44.17 feet North and 349.27 feet East of the Northwest Corner of the first mentioned Fractional Forty acre tract, and running thence East on a line 22.76 inches South of and parallel with the centerline of State Highway No. 16, 434.61 feet; thence South 222.75 feet; thence West 217.47 feet; thence South 70.02 feet; thence West 210.87 feet; thence North 293.04 feet, more or less, to the place of beginning, except that part North of said highway. Subject to existing easements and restrictions of record, if any.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

April 5, 1999

Ozarks Electric Cooperative Corporation
Attn: Board of Directors
P.O. Box 848
Fayetteville, AR 72702-0848

RE: Highway 16 West Waterline
Job No. 99028
Parcel No. 765-16248-000
Parcel No. 765-13729-000
Parcel No. 765-13730-000
Offer Letter

Dear Gentlemen and Ladies of the Board:

The City of Fayetteville is planning the installation of an 18-inch waterline along a portion of Highway 16 West from Shiloh Drive to just west of Meadowlands Drive. It is therefore necessary to obtain permanent and temporary construction easements across a portion of your property for this project. The temporary construction easement will terminate upon completion and acceptance of the project by the City.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for permanent and temporary easements. The City of Fayetteville hereby offers **\$1,200.00** for the conveyance of rights associated with the Permanent Easement (1,842.2 square meters), **\$420.00** as rental of the lands associated with the Temporary Construction Easement (1,294.4 square meters), and **\$420.00** in landscape damages; making the total offer amount **\$2,040.00**.

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

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

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

We, however, ask that you accept the offer made herein by executing the attached *Water/Sewer Easement*. A reduced copy of the document is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Tax Identification Number (Corporation) or Social Security Number so that a check can be written. A Vendor Form is provided for this purpose.

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

Sincerely yours,



Jim Beavers
City Engineer

JB/jsg

Attachments

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA CITY COUNCIL JUNE 15, 1999

A meeting of the Fayetteville City Council will be held on June 15, 1999 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

The following items will be considered:

A. CONSENT

1. **MINUTES:** Approval of the minutes from June 1, 1999 City Council meeting.
2. **GREATHOUSE PARK BRIDGE:** A resolution approving a construction contract with Tomlinson Asphalt to furnish and install a 10' X 75' prefab steel bridge providing the only access to Greathouse Park. Construction will also include excavation of the channel and concrete abutments. The contract amount is \$102,313 with a project contingency of \$10,000 totaling \$112,313.
3. **YVONNE RICHARDSON CENTER EXPANSION:** A resolution approving an offer and acceptance to acquire property located at 151 E. Mountain Street for future expansion of the Yvonne Richardson Community Center.
4. **WEST FORK WATER:** A resolution approving a contract for the wholesale water purchase contract with the city of West Fork.
5. **BID 99-54:** A resolution approving Bid 99-54 for a breathing air compressor and cascade air storage system for the fire department.
6. **LAND PURCHASE:** A resolution authorizing the City to purchase 1.22 acres of unimproved land from Charles T. Combs for \$34,500 plus closing costs in association with the extension of Sixth Street from Wood Avenue to East Huntsville Road.

B. OLD BUSINESS

1. **UNDERGROUND UTILITY EXEMPTIONS:** An ordinance amending Section 166.13 of the Code of Fayetteville allowing for exemptions to the Underground Utility requirements.

C. NEW BUSINESS

1. **VA 99-7:** An ordinance for vacation request VA 99-7 as submitted by Rob Sharp Architect on behalf of MTM of El Dorado LLC for property located at 1586 Amber Drive. The property is zoned R-1, Low Density Residential. The request is to vacate a portion of a 20' utility easement within Charleston Place Subdivision.

STAFF REVIEW FORM

GREATHOUSE
A. 2. 1

X ☐ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of June 15, 1999

FROM:

Kim J. Rogers

Parks & Recreation

Public Works

Name

Division

Department

ACTION REQUIRED:

Approval of a construction contract with Tomlinson Asphalt to furnish & install a 10'x75' prefab steel bridge providing the only access to Greathouse Park. Construction will also include excavation of the channel and concrete abutments. The contract amount is \$102,313 with a project contingency of \$10,000 totaling \$112,313.

COST TO CITY:

\$112,313

Cost of this Request

1010-1505-02

2250-9250-5817-00

4470-9470-5817-00

Account Number

98004-1Project Number\$118,000.00

Category/Project Budget

\$21,382.00

Funds Used To Date

\$96,618.00

Remaining Balance

Greathouse Bridge
Replacement

Category/Project Name

Parks & Recreation

Program Name

Green Space/Parks Dev/

Sales Tax

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:

Approval of this contract.

Division Head

Date

Cross Reference

Department Director

Date

New Item: Yes No

Administrative Services Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna and City Council

Thru: Charlie Venable, Public Works Director *and*
Connie Edmonston, Parks & Recreation Superintendent *C.E.*

From: *me* Kim J. Rogers, Parks Operations Coordinator

Date: May 27, 1999

Subject: Award of construction contract for bridge replacement at Greathouse Park

The Parks and Recreation Division requests approval of a construction contract with the low bid of \$102,313 from Tomlinson Asphalt for the bridge replacement at Greathouse Park. This contract consists of furnishing and installing a 10 foot by 75 foot prefabricated steel bridge across Town Branch Creek providing the only access to Greathouse Park. Construction will include excavation of the channel and constructing concrete abutments that will meet all American Disabilities Act and Federal Emergency Management Administration (FEMA) regulations since this park lies within the flood way.

In addition to the construction costs of \$102,313, we request a project contingency in the amount of \$10,000 making the total request of \$112,313. This is within our HMR project budget with a budget adjustment from the Green Space fund and Sales Tax fund. The Parks and Recreation Advisory Board has approved the green space expenditures for the bridge.

This project has become very complicated and costly due to the stringent standards set forth by FEMA in providing a no rise of the base flood elevation. Park staff, land agents, and engineers have investigated other locations for an entryway and have found the north side by the parking lot as the only feasible site. Currently, there is not an entryway into the park. The swinging bridge was torn down in 1995 due to unsafe conditions. Park patrons have been entering the park over a sewer pipe across the creek. Park maintenance staff has access through the Levi Straus plant, however this will change with the possible sale of the plant. Greathouse Park is the only city park that serves this immediate neighborhood in the southern portion of our city. A bridge access is an essential ingredient for the success of Greathouse Park.

Attachments: Staff Review Form
Staff Review Comment Sheet
Bid Tabulation Form
Purchase Requisition Form
Construction Contract

City of Fayetteville, Arkansas
Budget Adjustment Form

GREATHOUSE
A. 2. 3

Budget Year 1999	Department: Public Works Division: Parks & Recreation Program: Sales Tax Capital	Date Requested June 1, 1999	Adjustment #
---------------------	---	--------------------------------	--------------

Project or Item Requested: \$16,000 in the Greathouse Bridge Replacement Capital Project.	Project or Item Deleted: \$16,000 from the Parks Maintenance Complex Capital Project.
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Justification of this Increase: The additional funding is needed to cover the bid cost of replacing the current bridge located at Greathouse Park.	Justification of this Decrease: Sufficient funding remains in project to achieve objectives.
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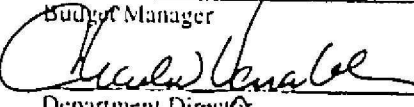
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Bridge & Drainage	16,000	4470	9470	5817	00	98004	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Building Costs	16,000	4470	9470	5804	00	97019	20

Approval Signatures

Requested By	Date
Budget Manager 	Date 5-28-99
Department Director 	Date 29 MAY 99
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type:	A	B	C	D	E
Date of Approval					
Posted to General Ledger					
Posted to Project Accounting					
Entered in Category Log					

Greathouse Park Bridge

Fayetteville, Arkansas

Bid Tabulation

for bids received May 25, 1999

Item No.	Item Description	Unit	Estimated Quantity	Tomlinson Construction			Midland Construction			Wahlert Corp			McClinton Anchor		
				Price	Item	Total	Price	Item	Total	Price	Item	Total	Price	Item	Total
1	Furnish pre-fabricated bridge	EA	1	\$ 42,500.00	\$	42,500.00	\$ 35,000.00	\$	35,000.00	\$ 35,400.00	\$	35,400.00	\$ 31,096.00	\$	31,096.00
2	Install pre-fabricated bridge	EA	1	\$ 6,550.00	\$	6,550.00	\$ 6,000.00	\$	6,000.00	\$ 7,500.00	\$	7,500.00	\$ 4,950.00	\$	4,950.00
3	Concrete Abutments and wingwalls	CY	23.2	\$ 400.00	\$	9,280.00	\$ 500.00	\$	11,600.00	\$ 1,000.00	\$	23,200.00	\$ 300.00	\$	6,960.00
4	Embankment (on-site)	CY	83	\$ 15.00	\$	1,245.00	\$ 10.00	\$	830.00	\$ 8.00	\$	664.00	\$ 5.00	\$	415.00
5	Channel Excavation (on-site)	CY	196	\$ 12.00	\$	2,352.00	\$ 6.00	\$	1,176.00	\$ 8.00	\$	1,568.00	\$ 5.00	\$	980.00
6	Off-site Disposal	CY	2600	\$ 4.45	\$	11,570.00	\$ 8.83	\$	22,438.00	\$ 8.00	\$	20,800.00	\$ 8.00	\$	20,800.00
7	Rip-rap, machine placed	CY	66	\$ 25.00	\$	1,650.00	\$ 35.00	\$	2,310.00	\$ 40.00	\$	2,640.00	\$ 59.00	\$	3,894.00
8	Geotextile fabric, Type 5	SY	125	\$ 4.00	\$	500.00	\$ 5.00	\$	625.00	\$ 5.00	\$	625.00	\$ 9.15	\$	1,143.75
9	Cleaning & Grubbing	AC	0.8	\$ 5,000.00	\$	3,000.00	\$ 10,000.00	\$	6,000.00	\$ 1,000.00	\$	600.00	\$ 7,400.00	\$	4,440.00
10	6-in Concrete Paving with base	SY	120	\$ 25.75	\$	3,090.00	\$ 33.00	\$	3,960.00	\$ 24.00	\$	2,880.00	\$ 27.25	\$	3,270.00
11	Removable Ballard	EA	1	\$ 300.00	\$	300.00	\$ 325.00	\$	325.00	\$ 350.00	\$	350.00	\$ 385.00	\$	385.00
12	Erosion Control Blanket	SY	370	\$ 3.00	\$	1,110.00	\$ 4.00	\$	1,480.00	\$ 4.00	\$	1,480.00	\$ 7.00	\$	2,590.00
13	4-in Topsoil	CY	182	\$ 25.00	\$	4,550.00	\$ 22.00	\$	4,004.00	\$ 20.00	\$	3,640.00	\$ 14.00	\$	2,548.00
14	Hydro Seed/Mulch/Fertilizer/Water	SF	13,800	\$ 0.15	\$	2,040.00	\$ 0.24	\$	3,264.00	\$ 0.50	\$	6,900.00	\$ 0.25	\$	3,400.00
15	Sod/Fertilizer/Water	SY	128	\$ 3.00	\$	384.00	\$ 6.00	\$	768.00	\$ 8.00	\$	1,024.00	\$ 10.25	\$	1,312.00
16	Erosion Control	LS	1	\$ 1,200.00	\$	1,200.00	\$ 5,500.00	\$	5,500.00	\$ 3,000.00	\$	3,000.00	\$ 8,000.00	\$	8,000.00
17	Pavement Repair, 6-in Concrete	SY	29	\$ 48.00	\$	1,382.00	\$ 45.00	\$	1,305.00	\$ 35.00	\$	1,015.00	\$ 32.00	\$	928.00
18	Galvanized Steel Handrail	LF	200	\$ 30.00	\$	6,000.00	\$ 32.00	\$	6,400.00	\$ 10.00	\$	2,000.00	\$ 35.50	\$	7,100.00
19	Excavation Safety	LS	1	\$ 3,600.00	\$	3,600.00	\$ 1,000.00	\$	1,000.00	\$ 100.00	\$	100.00	\$ 12,300.00	\$	12,300.00
				\$ 102,313.00			\$ 113,985.00			\$ 115,286.00			\$ 118,511.75		

Greathouse Park Bridge

Fayetteville, Arkansas

Bid Tabulation

for bids received May 25, 1999

Item No	Item Description	Unit	Estimated Quantity	Sweetser, Inc			Mobley Contractors			Engineer's Estimate		
				Unit	Price	Total	Unit	Price	Total	Unit	Price	Total
1	Furnish pre-fabricated bridge	EA	1		\$ 32,500.00	\$ 32,500.00		\$ 36,080.00	\$ 36,080.00		\$ 35,000.00	\$ 35,000.00
2	Install pre-fabricated bridge	EA	1		\$ 9,500.00	\$ 9,500.00		\$ 16,940.00	\$ 16,940.00		\$ 14,000.00	\$ 14,000.00
3	Concrete Abutments and wingwalls	CY	23.2		\$ 600.00	\$ 13,920.00		\$ 505.68	\$ 11,731.78		\$ 450.00	\$ 10,440.00
4	Embankment (on-site)	CY	83		\$ 35.00	\$ 2,905.00		\$ 24.63	\$ 2,044.29		\$ 10.00	\$ 830.00
5	Channel Excavation (on-site)	CY	196		\$ 16.00	\$ 3,136.00		\$ 7.86	\$ 1,540.56		\$ 6.00	\$ 1,176.00
6	On-site Disposal	CY	2600		\$ 8.00	\$ 20,800.00		\$ 7.35	\$ 19,110.00		\$ 6.00	\$ 15,600.00
7	Rip-rap, machine placed	CY	66		\$ 24.00	\$ 1,584.00		\$ 45.04	\$ 2,972.64		\$ 40.00	\$ 2,640.00
8	Geotextile fabric, Type 5	SY	125		\$ 6.00	\$ 750.00		\$ 4.21	\$ 526.25		\$ 2.50	\$ 312.50
9	Clearing & Grubbing	AC	0.6		\$ 16,000.00	\$ 9,500.00		\$ 6,883.33	\$ 4,130.00		\$ 5,000.00	\$ 3,000.00
10	6-in Concrete Paving with base	SY	120		\$ 35.00	\$ 4,200.00		\$ 58.90	\$ 7,068.00		\$ 45.00	\$ 5,400.00
11	Removable Bollard	EA	1		\$ 1,000.00	\$ 1,000.00		\$ 753.03	\$ 753.03		\$ 900.00	\$ 900.00
12	Erosion Control Blanket	SY	370		\$ 5.00	\$ 1,850.00		\$ 5.40	\$ 1,998.00		\$ 3.00	\$ 1,110.00
13	4-in Topsoil	CY	182		\$ 26.00	\$ 4,732.00		\$ 21.89	\$ 3,983.98		\$ 12.00	\$ 2,184.00
14	Hydro Seed/Mulch/Fertilizer/Water	SF	13,800		\$ 0.65	\$ 8,970.00		\$ 0.45	\$ 6,210.00		\$ 0.25	\$ 3,450.00
15	Sod/Fertilizer/Water	SY	128		\$ 3.50	\$ 448.00		\$ 8.49	\$ 1,086.72		\$ 5.50	\$ 704.00
16	Erosion Control	LS	1		\$ 2,500.00	\$ 2,500.00		\$ 3,664.23	\$ 3,664.23		\$ 2,500.00	\$ 2,500.00
17	Pavement Repair, 6-in Concrete	SY	29		\$ 35.00	\$ 1,015.00		\$ 50.53	\$ 1,465.37		\$ 40.00	\$ 1,160.00
18	Galvanized Steel Handrail	LF	200		\$ 35.00	\$ 7,000.00		\$ 42.70	\$ 8,540.00		\$ 30.00	\$ 6,000.00
19	Excavation Safety	LS	1		\$ 500.00	\$ 500.00		\$ 14,164.50	\$ 14,164.50		\$ 3,500.00	\$ 3,500.00
						\$ 126,780.00			\$ 143,819.34			\$ 109,856.50

Floodplain Development Permit
(Required for all development located within Special Flood Hazard Areas)

Date: January 7, 1998

Site Address: Greathouse Park Bridge

Lot # and Subdivision Name: _____

Applicant: City of Fayetteville Parks and Recreation Department
Name address phone #

Contractor: CEI Engineering Associates, Inc. 110 W. Central, Bentonville, AR 72712 273-9472
Name address phone #

Name of company or firm performing the survey to establish the base flood elevation benchmark on the site, as determined by the Floodplain Administrator:
CEI Engineering

Has a benchmark for the base flood elevation been established on the site? yes no
Has a benchmark for the lowest finished floor elevation been established on the site? yes no

Note: The applicant is responsible to determine the elevation of the site and to elevate structures as required by the City of Fayetteville Flood Damage Prevention Code.

Applicant requests that (to):

☒ Construct	☐ Mine	☐ Construct Add
☐ Remodel	☐ Elevate	☐ Drilling
☐ Demolish	☐ Add Fill	☐ Manufactured House
☐ Storage (equipment or supplies)		(Placement)

List use of structure: The Fayetteville Parks and Recreation Department plans to construct a 75' pre-fab pedestrian bridge over Town Branch Creek. CEI Engineers have certified that the proposed bridge along with channel excavation will not cause any rise in the base flood elevation.

Base Flood Elevation: _____

Flood Map Effective Date: September 18, 1991

Proposed Lowest Floor Elevation: _____

Flood Zone Type: A B C X Other _____

Finished Lowest Floor Elevation: _____

Lowest Adjacent Grade: _____

Plans, specifications and application for permit filed by the applicant shall constitute by reference, a part of this permit.

[Signature]
Approved By:

1-7-99
Date

[Signature]
Applicant

1-7-99
Date

ENGINEER'S CERTIFICATION

*GREATHOUSE PARK
PROPOSED BRIDGE PROJECT*

CITY OF FAYETTEVILLE
PARKS & RECREATION DEPARTMENT
FAYETTEVILLE, ARKANSAS

December 15, 1998

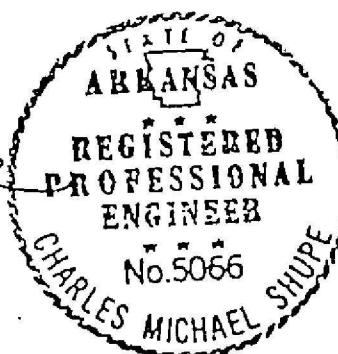
Based on, and limited to, the data and analysis and their accuracy and applicability, presented herein, the proposed development as indicated in this report will not endanger life or property, public or private, above any levels already existing. Furthermore, the proposed bridge construction along with the proposed channel excavation will not cause any rise in the 100-year flood water-surface elevations as determined by the Flood Hazard Study performed by FTN Associates, Ltd., Little Rock, Arkansas dated September, 1997.

I, C. Michael Shupe, Registered Professional Engineer No. 5066 in the State of Arkansas, hereby certify that the results of the hydraulic analysis in this report have been prepared in accordance with the regulations of the Professional Engineers Registration Act of the State of Arkansas, and reflect the application of generally accepted standards of engineering practice.

CEI Engineering Associates, Inc.

C. Michael Shupe

C. Michael Shupe, P.E.
Co-Founder/Chairman



STAFF REVIEW FORM

YVONNE RICH.
A.3.1

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the City Council Meeting of

June 15, 1999

From:

Jan Simco

Name

Community Development
DivisionAdmin Services
Department

ACTION REQUESTED:

Consideration of an Offer and Acceptance Contract to acquire property located at 151 E. Mountain Street for future expansion of the Yvonne Richardson Community Center.

COST TO THE CITY:

\$16,000

Cost of this request

\$59,000

Project Budget

Community Ctr Impv
Category/Project Name

2180 4990 5390 24

Account Number

\$3,095

Funds spent to date

Public Facilities & Impv
Program Name

99003

Project Number

\$55,905

Remaining Budget

Community Development
Fund

BUDGET REVIEW:

☒ Budgeted Item

☐ Budget Adjustment Attached

Jan Simco for SLD
 Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Grantor Agency:

Emma Buckley for
Marilyn Cramer
 Accounting Manager

Date

Internal Auditor

Date

P. Vice
 City Attorney

Date

ADA Coordinator

Date

P. Vice
 Purchasing Manager

Date

STAFF RECOMMENDATION:

Staff requests approval of the Contract.

Jan Simco
 Division Head

Date

Jan Simco
 Admin Sves Director

Date

Department Director

Date

Jan Simco
 Mayor

Date

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

FROM: Kevin Crosson, Administrative Services Director *KCC*

DATE: May 27, 1999

SUBJECT: Offer and Acceptance Contract - Community Development Division

The Offer and Acceptance Contract submitted for your consideration is to acquire property located at 151 East Mountain, Fayetteville. The property will be used for future expansion of the Yvonne Richardson Community Center. The property includes one lot that is 44.5 ft x 99 ft and has one older residential structure. The structure is in poor condition and will be removed.

Belote & Associates completed an appraisal estimating Fair Market Value to be \$16,000 and that is the amount reflected in the Contract. A copy of the appraisal is attached.

BUDGET CONSIDERATIONS

The expansion of the Yvonne Richardson Community Center is included in the 1999 Capital Improvements Program and Community Development Block Grant funds in the amount of \$59,000 are allocated this year as the first "installment" in the 5-year plan. The Community Development budget also has funds allocated for demolition and removal of dilapidated structures.

STAFF RECOMMENDATION

A map is attached that shows the Community Center and surrounding area. Staff recommends approval of the Contract because acquisition of this property will nearly complete City ownership of a parcel large enough to accommodate an expansion. The lot adjoining the subject property on the east may also be available in the near future.

Please let me know if you have questions or if I can provide additional information. Thanks for your attention to this matter.

Attachments: Offer and Acceptance Contract (copy)
Appraisal (copy)
Map

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 from **Mary Williams and Linda J. Woods**, hereinafter referred to as Sellers:

A part of the NW/4 of the SW/4 of Section 15, T-16-N, R-30-W, of the 5th P.M., County of Washington, State of Arkansas, and being more particularly described as follows, to wit: Beginning at a point which is 555 feet East and 266 feet South of the N/W Corner of the SW/4 of said Section 15; thence East 44.5 feet; thence South 99 feet; thence West 44.5 feet; thence North 99 feet to the point of beginning.
2. **Purchase Price:** Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash payment of \$16,000.
3. **Contingencies/Conditions:** This offer of purchase is contingent upon approval by the City Council of the City of Fayetteville, Arkansas. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, this contract becomes null and void. 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 Seller may assert legal or equitable rights which he or she may have because of breach of this contract. This offer is contingent on the condition that no tenant will occupy or have the right to occupy at the time of closing.
4. **Conveyance:** Conveyance will be made to the Buyer by general Warranty Deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property. Such conveyance shall include mineral rights owned by the Seller.
5. **Abstract or Title Insurance:** The Seller shall furnish a policy of title insurance in the amount of the purchase price from a title insurance company as selected by the Buyer. Buyer shall pay for the costs of the title insurance upon closing. Seller warrants that only the signature(s) set forth below are required to transfer legal title to the property.
6. **Buyers Right To Survey Property:** Seller agrees to allow Buyer to survey the property if Buyer so desires and at Buyer's expense. 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.
7. **Prorations:** Taxes and special assessments due on or before closing shall be paid by the Seller. Insurance, general taxes, ad valorem taxes, and special assessments payments shall be prorated as of closing.

OFFER AND ACCEPTANCE CONTRACT
Page 2 of 3

8. **Closing:** The closing date is designated to be July 1, 1999. If such date of closing falls on a weekend or holiday, it will be held the following working day.
9. **Possession:** Possession of the property shall be delivered to the Buyer on the date of closing.
10. **Fixtures and Attached Equipment/Condition of Property:** Unless specifically excluded herein, all fixtures, improvements and attached equipment are included in the purchase price.
11. **Risk of Loss:** 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.
12. **Inspections and Repairs:** Buyer has inspected the property and is not relying upon any warranties, representations, or statements by Seller or Seller's agent(s) as to age or condition of improvements, other than those specified herein.
13. **Contract Limits:** 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.
14. **Expiration:** This contract expires, if not accepted on or before June 4, 1999.
15. **NOTICE:** BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY OF FAYETTEVILLE CITY COUNCIL AND THAT THE FAILURE TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID.

OFFER AND ACCEPTANCE CONTRACT
Page 3 of 3

SELLER:

Mary Williams
Mary Williams

Date: 5/26/99

Linda J. Woods
Linda J. Woods

Date: 5/26/99

AGENT OR WITNESS:

James R. Wilson
C

Date: 5/26/99

BUYER:

City of Fayetteville, Arkansas,
a municipal corporation

Fred Hanna, Mayor

Date: _____

Heather Woodruff, City Clerk

Date: _____

(SEAL)

YVONNE RICH.
A.3.6

200 E

300 E

(48)

261437

N

CENTER

SUBJECT PROPERTY

MOUNTAIN

STREET

AVENUE

ROCK

BOLE'S

LENDRY'S

ADD

HILLS

WALKER

A close-up of a street sign. The sign is white with black lettering. The word 'HUNTSVILLE' is visible twice, once above the other, indicating a street intersection or a specific location. The sign is mounted on a metal post.

AM'S

VENUE

AVENUE

SOUTHERN AVE

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal conforms to one of the following definitions:

- ☒ **Complete Appraisal**
The act or process of estimating value, or an estimate of value, performed without invoking the Departure Provision.
- ☐ **Limited Appraisal**
The act or process of estimating value, or an estimation of value, performed under and resulting from invoking the Departure Provision.

This Report is one of the following types:

- ☐ **Self Contained Report**
A written report prepared under Standards Rule 2-2(A) of a complete or limited appraisal performed under Standard 1.
- ☒ **Summary Report**
A written report prepared under Standards Rule 2-2(B) of a complete or limited appraisal performed under Standard 1.
- ☐ **Restricted Report**
A written report prepared under Standards Rule 2-2(C) of a complete or limited appraisal performed under Standard 1.

Comments on Appraisal and Report Identification

Note any departures from Standards Rules 1-2, 1-3, 1-4, plus any USPAP-related Issues requiring disclosure:

Property Address: 131 Mountain City Fayetteville State AR Zip Code 72701
 Legal Description: P1 Lot 22 SW 44 5 X 99 15-18-30 County Washington
 Assessor's Parcel No. 745-12790-000 Tax Year 1993 RE Term 200 07 Special Assessment \$ 0.00
 Jurisdiction: City of Fayetteville Current Owner: Mary Wood & Linda J Occupant: Owner
 Property Interest: Fee Simple Leasehold Project Type: PUD Condominium (H.O.B. 4/4/91) HOA \$ N/A
 Subdivision/Project Name: Country Court Prtg Map Reference: SM-1A Census Tract: 103
 Sub-Parcel: N/A Ord of Sub: N/A Description and Use: Single-Family Residential (see also: N/A)
 Lender/Client: City of Fayetteville Address:
 Appraiser: Craig Campanel Staff Appraiser Address: P.O. Box 330 Fayetteville AR 72702

Location	☒ Urban	☐ Suburban	☐ Rural	Predominant occupancy	Single family housing PHLCE \$ (LCL)	Present land use %	Land use change
Build up	☐ Over 75%	☐ 15-75%	☐ Under 15%	☐ Owner	70 Low 0	One family 70	☐ Not in process
Growth rate	☐ Rapid	☐ Stable	☐ Slow	☐ Tenant	120 High 75+	2-4 family 10	☐ In process
Property values	☐ Increasing	☐ Stable	☐ Decreasing	☐ Vacant (3-5%)	Pinckneyville	Multi-family 10	
Demands/supply	☐ Shortage	☐ In balance	☐ Over supply	☐ Vacant (over 5%)	80 50	Commercial 10	
Marketing time	☐ Under 1 mos	☐ 2-3 mos	☐ Over 3 mos			Vacant 10	

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood boundaries and characteristics: North is 71 D, South is Rock Street, east is Willow Street, and west is 71 D

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and universities, employment stability, appeal to market, etc.):
 Economy in northwest Arkansas is excellent. The population growing rate is above average. Sources of employment are the poultry and trucking industries and numerous manufacturing businesses. The unemployment rate is below 3%. This style of home has good market appeal and the neighborhood is desirable.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as indication competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):
 Market is fairly active at present with buyers showing good interest. Loans are readily available with good competition among lenders. ARM rates are 6 1/2% plus points. Conventional loan rates are 6 5/8% plus points. FHA and VA loans are also available.

Project Information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? ☐ Yes ☒ No
 Approximate total number of units in the subject project: _____ Approximate total number of units for sale in the subject project: _____
 Describe common elements and recreational facilities: _____

Dimensions: 44.9 X 99
 Site area: 10 Ac mol Corner Lot ☐ Yes ☒ No
 Specific zoning classification and description: R-1
 Zoning compliance: ☒ Legal ☐ Legal nonconforming (Grandfathered use) ☐ Illegal ☐ No zoning
 Highest & best use is: ☒ Present use ☐ Other use (explain): _____
 Utilities: Public ☒ Other ☐ Off-site improvements: Type Public Private
 Electricity: ☒ Street: Asphalt ☒ Landscaping: Average
 Gas: ☒ Curb/gutter: Concrete ☒ Driveway Surface: Asphalt
 Water: ☒ Sidewalk: Concrete ☐ Apparent easements: Typical utilities
 Sanitary sewer: ☒ Street lights: Mero ☐ FEMA Special Flood Hazard Area: ☐ Yes ☒ No
 Storm sewer: ☒ Alley: None ☐ FEMA Zone: X Map Date: 9/13/91
 FEMA Map No.: 05143C0092 C

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.):
 sites in the area. There were no problems with drainage, etc. observed at the time of inspection. Typical of other

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
No. of Units	1	Foundation	Rock	Slab	no	Area Sq. Ft.	None	Roof	Unco
No. of Stories	1	Exterior Walls	Wood	Crawl Space	yes	% Finished	N/A	Ceiling	Unco
Type (Det/Att)	Detached	Roof Surface	Comp/Shingl	Basement	None	Ceiling	N/A	Walls	Unco
Design (Style)	Cottage	Gutters & Ownspts.	None	Sump Pump	None	Walls	N/A	Floor	None
Existing Proposal	Existing	Window Type	Alm/Sgl/Pne	Dampness	None	Floor	N/A	None	None
Age (Yrs.)	44	Storm/Screens	Screens	Settlement	No	Outside Entry	N/A	Unknown	Unknown
Effective Age (Yrs.)	44	Manufactured House	No	Infestation	None				

ROOMS		Foyer	Living	Dining	Kitchen	Den	Family Rm.	Bed. Rm.	Bathrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement													No
Level 1													0
Level 2													

Finishes above grade contain: 4 Rooms: 2 Bedrooms: 1 Bath(s): 993 Square Feet of Gross Living Area

INTERIOR		KITCHEN		BATH		CLOSET		GARAGE	
Floors	Carpet/Wall/Fair	Type	Space	Refrigerator	None	Fireplace(s)	#	None	()
Walls	Sh/Pl/Wall/Fair	Fuel	Gas	Range/Oven	Stove	Paint		None	
Trim/Finish	Str/Wall/Fair	Condition	Avg	Disposal	Drop Chair	Deck		Attached	
Bath Floor	Vinyl/Fair	Cooling	None	Dishwasher	Count	Porch		Detached	
Bath Window	Wall/Bath/Fair	Central	N/A	Fry Hood	Four	Fence		Blind In	
Doors	Sh/Pl/Wall/Fair	Other	None	Micro Wave	Heated	Pool		Capped	
Fair quality trim	Condition	N/A	Washed Down	Freshed				Driveway	

Additional features (special energy efficient items, etc.): N/A
 Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling additions, etc.
 Functional or physical inadequacies noted: Physical depreciation due to deferred maintenance. Appraiser is aware of further inspection/termite, survey, radon, etc.

Adverse environmental conditions (such as, but not limited to, hazardous wastes, flood hazards, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property:
 Appraiser is not an expert in environmental conditions, however none apparent upon inspection.

UNIFORM RESIDENTIAL APPRAISAL REPORT

A.3.9

Valuation Section

ESTIMATED SITE VALUE	10 Ac mol	= \$	10,000
ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS			
Building	943 Sq Ft G.S.	25.15	\$ 23,943
	Sq Ft G.S.		
IC-PeriAppurtenance			2,000
Land Exp. Capital	Sq Ft G.S.		
Total Estimated Cost-New		\$	25,943
Less	Physical	Functional	External
Depreciation	19.88%		\$ 19,888
Depreciated Value of Improvements		\$	7,180
Adjusted Value of Site Improvements	Landscaping/Driveway	\$	500
INDICATED VALUE BY COST APPROACH		\$	17,800

Comments on Cost Approach: Square foot calculation and for HUD, VA and FHMA, the estimated remaining economic life of the property. Cost data used is from local builder and Marshall & Swift Residential Cost Handbook adjusted for the local area. The subject appears to be at the end of its economic age and is doubtful that it meets city codes. Depreciation is calculated as follows: 50 years effective age, divided by 80 years economic life equals 60% depreciation (rounded).

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
151 Mountain	940 Douglas	208 Adoba	1442 Crestwood Drive	
Address	Fayetteville AR	Fayetteville	Fayetteville	
Proximity to Subject	3 miles northwest	2.5 miles north	2 miles east	
Sale Price	N/A	\$ 74,500	\$ 42,500	\$ 60
Price/Gross Living Area	N/A	\$ 48.80 / Sq Ft	\$ 52.40 / Sq Ft	\$ 50.88 / Sq Ft
Date of Sale	Inspection	MLS# 98-72475	MLS# 98-55217	MLS# 98-13509
Verification Source	County Records	County Records	County Records	County Records
VALUATION QUALITY	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing	Conventional	Conventional	Conventional	Conventional
Comments	None	None	None	None
Date of Sale/Time	5/12/93	11/24/93	12/15/93	
Location	Average	Average	Average	Average
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	1.12 Ac mol	Irregular	25 Ac mol	41 Ac mol
View	Average	Average	Average	Average
Design and Appeal	Cott/Wd/Fair	Brk/Wd/Avg	Cott/Wd/Avg	Brk/Wd/Avg
Quality of Construction	Fair	Average	Average	Average
Age	A44/E50	A31/E16	A25/E10	A41/E20
Condition	Average	Average	Average	Average
Above Grade	Total: Bkms: Baths	Total: Bkms: Baths	Total: Bkms: Baths	Total: Bkms: Baths
Room Count	4 : 2 : 1	7 : 4 : 1	4 : 2 : 1	7 : 3 : 1
Gross Living Area	943 Sq Ft	1,574 Sq Ft	811 Sq Ft	1,579 Sq Ft
Basement & Finished	None	None	None	None
Rooms Below Grade	N/A	N/A	N/A	N/A
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Space/None	CH/CA	CH/CA	CH/CA
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	None	None	1 Car Carport	2 Car Garage
Porch, Patio, Deck	Cover Porch	CvdPch/Patio	CvdPch	CvdPch/Deck
Fireplace(s), etc.	None	None	None	None
Fence, Pool, etc.	None	None	None	None
Net Adj. (Total)		\$ 61,310	\$ 25,975	\$ 51.9
Adjusted Sales Price of Comparable		\$ 15,190	\$ 16,525	\$ 13.0

Comments on Sales Comparison (including the subject property's comparability to the neighborhood, etc.): These sales comparisons are considered to be the most recent, similar sales available. All were adjusted for quality of construction, age, gross living area, heating and cooling. Additional adjustments were required and are as follows: Sale 2 & 3 for car storage.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data	No Sales	No Sales	No Sales	No Sales
Source, for prior sales	12 mo. prev.	12 Mo Prev	12 Mo Prev	12 Mo Prev
Within year of appraisal	County Records	County Records	County Records	County Records

Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal.

N/A

INDICATED VALUE BY SALES COMPARISON APPROACH

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ N/A (Mo. 1 Gross Rent Multiplier) N/A = \$ 16.0

This appraisal is made "As is" subject to the repairs, alterations, inspections or conditions listed below. [] subject to completion per plans & specifications. Conditions of Appraisal: Appraisal assumes all mechanical equipment, including electrical, plumbing heating, AC, and appliances are in working order.

Final Recommendation: The sales comparison is relied upon for the final estimate of value. The cost approach lends good support. The income approach is not considered applicable as the subject is located in a predominantly owner occupied area.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, conformity and listing conditions, and market value definition that are stated in the attached Uniform Appraisal Form 100-10 (Revised) (0/93).

(WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF 3/22/94.

WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT TO BE \$ 10,000

APPRaiser: Greg Campbell SUPERVISORY APPRAISER ONLY IF REQUIRED: Nickie Elaine Bradley
 Signature: Greg Campbell Signature: Nickie Elaine Bradley
 Name: Greg Campbell Name: Nickie Elaine Bradley
 Date Report Signed: 3/22/94 Date Report Signed: 3/24/94
 State Certification #: AR State Certification #: 000750
 Or State License #: AR Or State License #: AR

Multi-PURPOSE SUPPLEMENTAL ADDENDUM
FOR FEDERALLY RELATED TRANSACTIONS

Beale & Associates

Borrower: <u>City of Fayetteville</u>			
Property Address: <u>151 Mountain</u>			
<u>City Fayetteville</u>	<u>County Washington</u>	<u>State AR</u>	<u>Exp Code 7270</u>
Lender: <u>City of Fayetteville</u>			

This Multi-Purpose Supplemental Addendum for Federally Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), the Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC), and the Federal Reserve.

This Multi-Purpose Supplemental Addendum is for use with any appraisal. Only those statements which have been checked by the appraiser apply to the property being appraised.

☒ PURPOSE & FUNCTION OF APPRAISAL

The purpose of the appraisal is to estimate the market value of the subject property as defined herein. The function of the appraisal is to assist the above-named Lender in evaluating the subject property for lending purposes. This is a Federally related transaction.

☒ EXTENT OF APPRAISAL PROCESS

- ☒ The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.
- ☒ The Reproduction Cost is based on Marshall & Swift Residential Cost Handbook and file data supplemented by the appraiser's knowledge of the local market.
- ☒ Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. This knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.
- ☒ The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be meaningful. For this reason, the Income Approach was not used.
- ☐ The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject market area. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior and/or current analysis of prices and market rates for residential properties.
- ☐ For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future rents, vacancies and expenses.

☐ SUBJECT PROPERTY OFFERING INFORMATION

- According to the owner the subject property:
- ☒ has not been offered for sale in the past 30 days.
 - ☐ is currently offered for sale for \$ _____
 - ☐ was offered for sale within the past 30 days for \$ _____
 - ☐ Offering information was considered in the final reconciliation of value.
 - ☒ Offering information was not considered in the final reconciliation of value.
 - ☐ Offering information was not available. The reasons for unavailability and the steps taken by the appraiser are explained later in this addendum.

☒ SALES HISTORY OF SUBJECT PROPERTY

- According to County Records the subject property:
- ☒ has not transferred in the past twelve months.
 - ☐ has transferred in the past twelve months.
 - ☐ All prior sales which have occurred in the past twelve months are listed below and reconciled to the appraised value, either in the body of the report or in the addenda.

Date	Sales Price	Document #	Seller	Buyer

☒ FEMA FLOOD HAZARD DATA

- ☒ Subject property is not located in a FEMA Special Flood Hazard Area.
- ☐ Subject property is located in a FEMA Special Flood Hazard Area.

Zone	FEMA Map/Panel #	Map Date	Name of Community
X	05143C0002 G	9/18/91	Fayetteville

- ☐ The community does not participate in the National Flood Insurance Program.
- ☐ The community does participate in the National Flood Insurance Program.
- ☐ It is covered by a regular program.
- ☐ It is covered by an emergency program.

☐ CURRENT SALES CONTRACT

- ☒ The subject property is currently not under contract.
☐ The contract and/or escrow instructions were not available for review. The unavailability of the contract is explained later in the addenda section.
☐ The contract and/or escrow instructions were reviewed. The following summarizes the contract:

Contract Date	Amendment Date	Contract Price	Seller

- ☐ The contract indicated that personal property was not included in the sale.
☐ The contract indicated that personal property was included. It consisted of _____ Estimated contributory value is \$ _____
☒ Personal property was not included in the final value estimate.
☐ Personal property was included in the final value estimate.
☐ The contract indicated no financing concessions or other incentives.
☐ The contract indicated the following concessions or incentives: _____
☒ If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, so that the final value conclusion is in compliance with the Market Value defined herein.

☒ MARKET OVERVIEW

include an explanation of current market conditions and trends.

3-6 months is considered a reasonable marketing period for the subject property based on sales of properties in this market over the past 12 months

☒ ADDITIONAL CERTIFICATION

The Appraiser certifies and agrees that:

- (1) The analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP"), except that the Departure Provision of the USPAP does not apply.
- (2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- (3) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

☒ ADDITIONAL (ENVIRONMENTAL) LIMITING CONDITIONS

The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

☐ ADDITIONAL COMMENTS☒ APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

Appraiser's Signature Craig Campbell Effective Date 3/22/99 Date Prepared 3/29/99
 Appraiser's Name (print) Craig Campbell Staff Appraiser Phone # (501) 521-6339
 State AR ☐ License ☐ Certification # _____ Tax ID # 71-0749157

☒ CO-SIGNING APPRAISER'S CERTIFICATION

- ☒ The co-signing appraiser has personally inspected the subject property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser.
☐ The co-signing appraiser has not personally inspected the interior of the subject property and:
☐ has not inspected the exterior of the subject property and all comparable sales listed in the report.
☐ has inspected the exterior of the subject property and all comparable sales listed in the report.
☒ The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report, including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes the level of inspection performed by the co-signing appraiser.
☐ The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal.

☒ CO-SIGNING APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

Co-Signing Appraiser's Signature Yvonne Rich Effective Date 3/22/99 Date Prepared 3/29/99
 Co-Signing Appraiser's Name (print) Yvonne Rich Phone # (501) 521-6339
 State AR ☐ License ☐ Certification # CGO750 Tax ID # 71-0749157

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns, the mortgage insurer, consultants, professional appraisal organizations, any state or federally approved financial institution, or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other means.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have inspected the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for comparison in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingencies and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks, I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 151 Mountain, Fayetteville, AR 72701

APPRAISER:

Signature: Craig Campbell
Name: Craig Campbell Staff Appraiser
Date Signed: 3/29/99
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____

SUPERVISORY APPRAISER (only if required):

Signature: Nikki Belote Brantley
Name: Nikki Belote Brantley
Date Signed: 3/29/99
State Certification #: CG0755
or State License #: _____
State: AR
Expiration Date of Certification or License: 6/30/99

☒ Did ☐ Did Not Inspect Property

YVONNE RICH.
A.3.14

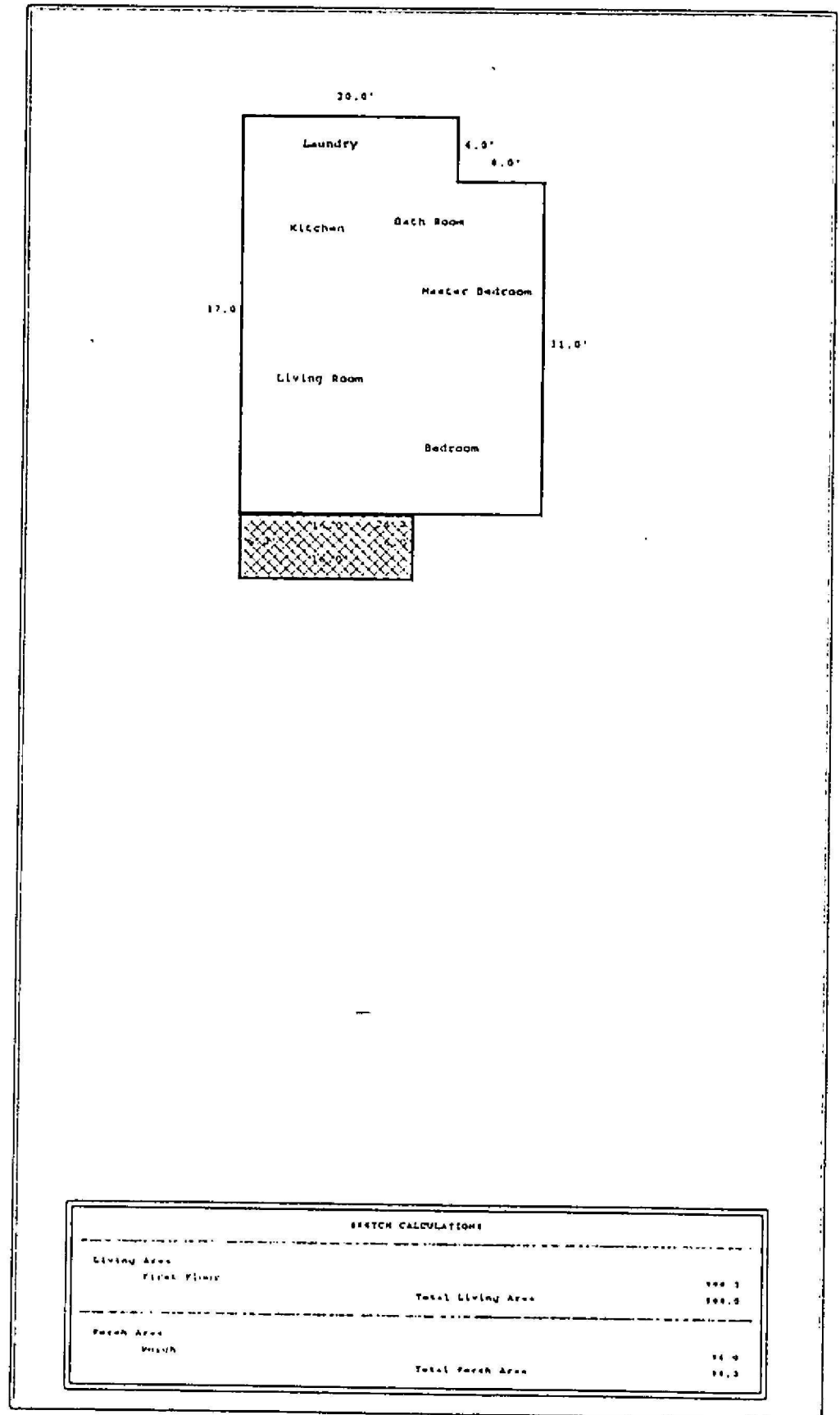
1-10-99 10:00:00 PM

FEDERAL EMERGENCY MANAGEMENT AGENCY STANDARD FLOOD HAZARD DETERMINATION		See The Attached Instructions	OAH 3, No. 2067-0254 Expires April 30, 1993	
SECTION I - LOAN INFORMATION				
1. LENDER NAME AND ADDRESS City of Fayetteville 113 West Mountain Fayetteville Ar 72703		2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS (Legal Description may be attached) Building 151 Mountain Fayetteville Ar.		
3. LENDER ID. NO.	4. LOAN IDENTIFIER	5. AMOUNT OF FLOOD INSURANCE REQUIRED \$		
SECTION II				
A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION				
NFIP Community Name	County(ies)	State	NFIP Community Number	
Fayetteville, city of	Washington	AR	05216	
B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME				
NFIP ALAP Number or Community-Panel Number (Community Name, if not the same as "A")	NFIP Map Panel Effective/ Revised Date	LOMA/LOMR	Flood Zone	No NFIP ALAP
05143C0092 C	9/18/91	Yes Date	X	
C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)				
☐ Federal Flood insurance is available (community participates in NFIP). ☐ Regular Program ☐ Emergency Program of NFIP				
☐ Federal Flood insurance is not available because community is not participating in the NFIP				
☐ Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA). Federal Flood insurance may not be available. CBRA designation date: _____				
D. DETERMINATION				
IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES BEGINNING WITH LETTERS "A" OR "V")? ☐ YES ☒ NO				
If yes, flood insurance is required by the Flood Disaster Protection Act of 1973. If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.				
E. COMMENTS (Optional):				
This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building/mobile home on the NFIP map.				
F. PREPARER'S INFORMATION				
NAME, ADDRESS, TELEPHONE NUMBER (if other than Lender) Craig Campbell Staff Appraiser P.O. Box 399, Fayetteville, Ar 72702-0389 501-521-6338			DATE OF DETERMINATION 3/22/99	

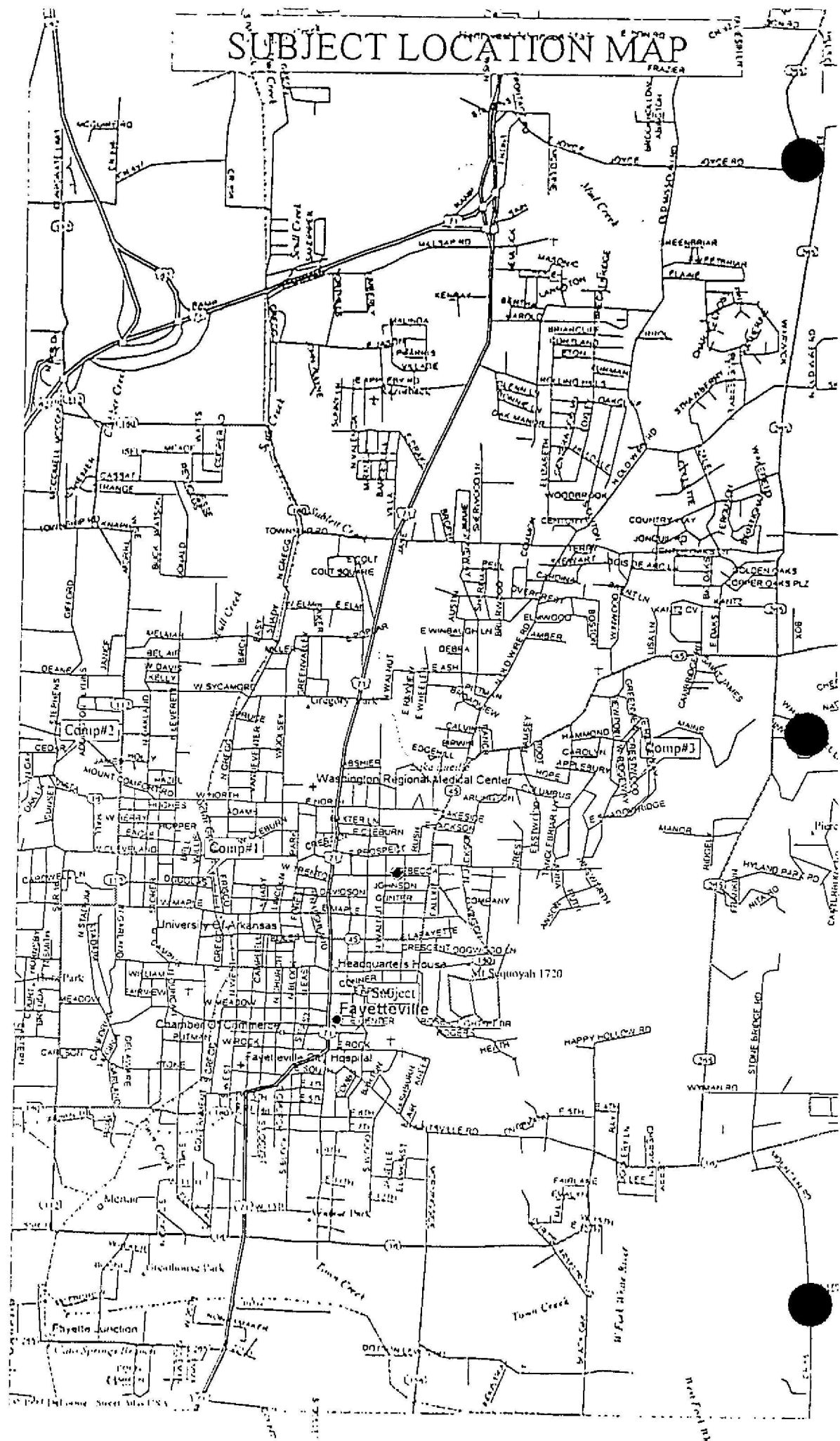
SKETCH ADDENDUM

YVONNE RICH.
A.3.15

Submittal	City of Fayetteville				
Property Address	151 Main Street				
City	Fayetteville	County	Washington	State	AR
Lot/Block/Chart		Address		Zip Code	72702



YVONNE RICH.
A.3.16



Borrower/City: City of Fayetteville

Property Address: 151 Mountain

City: Fayetteville

County: Washington

State: AR

Zip Code: 72701

Lender: City of Fayetteville

Subject Front

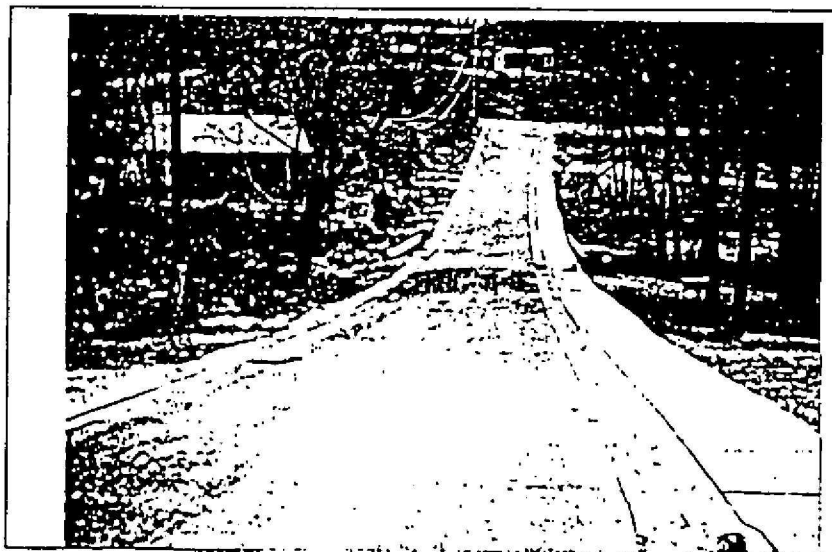


151 Mountain
 Sales Price N/A
 Gross Living Area 988
 Total Rooms 4
 Total Bedrooms 2
 Total Bathrooms 1
 Location Average
 View Average
 Site .10 Ac mol
 Quality Fair
 Age A44/E44

Subject Rear



Subject Street



STAFF REVIEW FORM

W. FORK WATER

A. 4.1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF June 15, 1999
FROM: _____

Jim SmithWater & Sewer ServicesAdministrative Services

NAME

DIVISION

DEPARTMENT

ACTION REQUIRED:

Approval of a wholesale water purchase contract with the City of West Fork.

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

ADMINISTRATIVE SERVICES DIRECTOR

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Theresa Jones
ACCOUNTING MANAGER

5-21-99
DATE

ADA COORDINATOR

DATE

R. V. Vice
CITY ATTORNEY

5-20-99
DATE

Yolanda Stulds
INTERNAL AUDITOR

5-21-99
DATE

P. Vice
PURCHASING OFFICER

5-21-99
DATE

STAFF RECOMMENDATION:

Jim Smith
DIVISION HEAD

5/14/99
DATE

CROSS REFERENCE

DEPARTMENT DIRECTOR

DATE

NEW ITEM: YES NO

David D. Cross
ADMIN. SVCS DIRECTOR

28 MAY 99
DATE

PREV ORD/RES #: _____

MAYOR

DATE

ORIG CONTRACT DATE: _____

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

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

FROM: Jim Smith, Water and Sewer Services Superintendent JS

DATE: May 14, 1999

SUBJECT: City of West Fork Wholesale Water Contract

The City of West Fork has been a long term wholesale buyer of City of Fayetteville water. The previous water purchase contract was entered into on March 27, 1978 for a period of twenty years.

The majority of the proposed water purchase contract remains the same as the previous contract. The following are highlights of the proposed contract:

- ◆ The term of the contract is twenty years.
- ◆ The City of West Fork will be eligible for reduced demand water rates when adequate water storage is completed and when related criteria in the contract are met. Reduced demand water rates are established as an incentive for the purchaser to have adequate storage in order to reduce delivery costs to the City of Fayetteville. The regular wholesale water rate is \$2.70 per thousand gallons. The reduced demand wholesale water rate is \$2.49 per thousand gallons.
- ◆ The City of West Fork will remit payment for a minimum of 2.7 million gallons per month. The average monthly consumption by the City of West Fork in 1998 was 6,695,583 gallons.
- ◆ The contract calls for the City of West Fork to upgrade its backflow preventor to the current requirements of the Arkansas State Health Department as those requirements are updated from time to time by the State.

Staff recommends approval of the water purchase contract with the City of West Fork. Should you have any questions, please feel free to contact me at 575-8244. Thank you for your consideration.

STAFF REVIEW FORM

W. FORK WATER
A. 4.3DESCRIPTION West Fork Water Purchase Contract MEETING DATE June 15, 1999

COMMENTS:

BUDGET COORDINATOR

REFERENCE COMMENTS:

ACCOUNTING MANAGER

REFERENCE COMMENTS:

CITY ATTORNEY

REFERENCE COMMENTS:

PURCHASING OFFICER

REFERENCE COMMENTS:

ADA COORDINATOR

REFERENCE COMMENTS:

INTERNAL AUDITOR

REFERENCE COMMENTS:

WATER PURCHASE CONTRACT

This Contract for the sale and purchase of water, made and entered into this _____ day of _____, 19____, by and between the City of Fayetteville, Arkansas, a municipal corporation, hereinafter referred to as the "City", and the City of West Fork, Arkansas, a municipal corporation, hereinafter referred to as the "Buyer".

WITNESSETH:

WHEREAS, the City owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the City system and the estimated number of water users to be served by the said Buyer, and,

WHEREAS, the Buyer desires to purchase water from the City for distribution within the present corporate limits of Buyer and to residents within reasonable proximity to the transmission line, and the City desires to furnish and sell water to the Buyer for distribution as aforesaid.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. The City agrees:

1. To furnish the Buyer, at the point of delivery hereinafter specified, for distribution within its present corporate limits and along the route of the transmission main, during the term of this contract of any renewal or extension thereof, potable treated water meeting applicable purity standards of the State Board of Health, and in such quantity as may be required by the Buyer, not to exceed 600 gallons per minute. The City shall not be obligated to provide water to the Buyer at a rate greater than the amount aforesaid. Total usage exceeding the amount aforesaid shall be cause for renegotiation of this contract. In the event the Buyer requires water at a rate greater than thus specified, the City shall have the sole discretion in determining whether to furnish water at a greater rate and in determining the terms and conditions upon which its agreement to do so will be given, including, but not limited to, conditions for reinforcement of the 12 inch main hereinafter referred to at the Buyer's expense in order to increase its capacity, if the reinforcement has not been accomplished by the City prior to the time it is required by the Buyer. Provided, however, that if any maximum allowable rate of usage specified is exceeded, an excess demand charge of 10% may be added to the bill for each month during which the maximum

W. FORK WATER

A. 4.6

allowable rate was exceeded. If any maximum allowable rate of usage is exceeded on three separate occasions in any two month period, the City may install automatic, variable rate-of-flow controllers and charge the cost of same to the Buyer. This excess demand charge shall not apply if the excess usage was beyond the control of the Buyer. However, all customer usage is considered as being within the control of the Buyer, as is system loss which is not promptly corrected by the Buyer.

It is further understood and agreed that the City's responsibility ends at the meter box outlet or vault.

2. The water will be furnished at a reasonably constant pressure (due consideration being given to friction loss) from an existing twelve inch (12") water main at a point located at the site described in Exhibit "D" attached hereto and made a part hereof. If a greater pressure than that normally available at the point of delivery is required by the Buyer, the cost of providing such greater pressure shall be borne by the Buyer.

3. City agrees to operate, and maintain at point of delivery, except where noted in the contract, the necessary metering equipment, including a meter house or pit, check valves, shut off valves and piping, and required devices of standard type for properly measuring the quantity of water delivered to the

Buyer, including a meter of proper size. The cost of maintenance and operation of the metering facility shall be borne by the City. The responsibility for testing and calibrating the meter rests solely with the City.

A meter registering not more than one and one half percent (1.5%) above or below 100% accuracy shall be deemed to be accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the two (2) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be determined by average readings over a period of two previous months or a like month of a previous year, at the City's option. The metering equipment shall be read on a regular schedule each month. The size of the meter shall be in keeping with anticipated water usage and/or demand. The Buyer will provide a valve at the inlet side of the meter to shut off the supply and also to limit the flow of water to the rate permitted. A by-pass to the meter shall be installed for use during periods of meter maintenance. The cost for the by-pass valves, fittings, and pipe shall be borne by the Buyer.

4. The City's responsibility for maintenance shall end

at the outlet side of the meter box or vault.

5. City agrees to furnish the City Clerk of the Buyer with an itemized statement of the amount of water furnished and other charges to the Buyer in accordance with the City's billing policies and procedures.

6. When requested by the Buyer, the City will make available to the Buyer any and all records used in development of the water rates. The City further agrees to notify the Buyer at least one month prior to the beginning of a cost of service study, and will allow the Buyer to be a part of the Selection Committee that selects a credible engineering firm to perform the cost of service study. The Buyer will be allowed to vote as a part of the Selection Committee in proportion to the total amount of water used by the Buyer compared to the total amount of water used by the entire system. The parameters set forth for the administration of a cost of service study will be set by the selected engineering firm so that the rates developed are fair and equitable to all customer classes. Water rates for all customer classes will be based upon a cost-of-service rate study performed by utility rate consultants hired by the City. All cost of service studies shall be conducted utilizing the utility cost basis of determining revenue requirements applicable to each customer class.

B. The Buyer Agrees:

1.a. Maximum. To purchase water as required by the Buyer and the consumers within the present corporate limits of the Buyer, and a service area along the transmission line as determined in Section C, Paragraph 6 hereof, up to a maximum of 600 gallons per minute.

1.b. Minimum. Buyer agrees to remit payment to the City for a minimum of 2.7 million gallons of water per month (commonly referred to as "take-or-pay"). Such take-or-pay minimum shall be chargeable at the current wholesale water rate, as amended from time to time as set forth in Section B, Paragraph 2. Any water usage above the 2.7 million gallons per month shall be charged at the same wholesale water rate.

2. To pay the City not later than the due date given on the bill (20 days following the billing date) for water delivered in the preceding reading period, in accordance with the rates as established by the City from time to time. If the Buyer does not remit payment on or before the specified due date each month, a penalty equal to ten percent (10%) of the total payment amount due shall be added to such payment, and if not paid within thirty (30) days following the due date in which the original billing is due, the City may discontinue delivery of water to the Buyer and may

W. FORK WATER
A. 4.10

continue to deny delivery to the Buyer until the Buyer pays the total amount due. The rates for water and meter service charges presently in effect are illustrated by the attached schedule, marked Exhibit "B", but it is understood and agreed that the City is in no way bound to said schedule, and that the City, in its sole discretion, has the right to increase or decrease the rates and charges shown therefore, at any time, for the Buyer as for other outside City users.

3. Buyer will receive the benefit of reduced demand factor water rates illustrated by the attached schedule marked as Exhibit "C" (but it is understood and agreed that the City is in no way bound to said schedule, and that the City, in its sole discretion, has the right to increase or decrease the rates and charges shown therefore, at any time, for the Buyer as for other outside City users) if the Buyer, in the judgment of the City, has done the following:

- (1) Provided water storage facilities that have a combined capacity of at least 2.5 times the Buyer's average daily usage, and;
- (2) Such water storage facilities have reduced the Buyer's maximum day demand usage to not exceed 2.0 times their average day usage. The following

formula may be used when actual maximum day demand usage is not known: $\text{Total Annual Usage} \leq (\text{Total Amount of Storage} + 2) \times \text{Number of Days in Year}.$

The Buyer must request such reduced demand factor water rates from the City in writing and the City shall answer Buyer's request within 30 days.

Daily usage demands will be periodically checked by authorized meter personnel of the City to be sure the demand factors are not exceeded. Standard water rates may be immediately reinstated if demand factors are exceeded. Reduced demand water rates may not be reinstated until additional storage is provided by the Buyer to compensate for the violation. An exception may be granted at the City's discretion due to extreme circumstances which are beyond the control of the Buyer.

4. The Buyer agrees to install to the City's specifications, within a reasonable distance of the metering point, a backflow preventor approved by the State Health Department. The Buyer agrees to have the backflow preventor tested at least once a year by a certified backflow testing technician. The Buyer agrees to maintain the backflow prevention device to the operational standard established by the State of Arkansas.

5. The Buyer agrees to provide water connections only

W. FORK WATER

A. 4.12

to those customers having adequate on-site sewage disposal systems previously approved by the Arkansas State Health Department. New on-site systems shall be deemed adequate if the system is approved by the Arkansas State Health Department and inspected by a Plumbing Inspector licensed by the State of Arkansas, who is employed by the Buyer.

C. It is further mutually agreed between the City and the Buyer as follows:

1. That this contract shall extend for a term of twenty (20) years from the initial date of this contract entered into by the City and Buyer. Thereafter this contract may be renewed for such term, or terms, as may be agreed upon by the City and Buyer.

2. That the City will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the quantities of water required by the Buyer, up to the maximum amount as specified in Section A, Paragraph 1. hereof. Temporary or partial failures to deliver water caused by the failures or difficulties in the City's system shall be remedied with all possible dispatch. The City reserves the right, in the event of acute shortage of water, to limit or discontinue water sales and service to the Buyer. Any reduction or discontinuance of water sales and service for this

reason shall not render the City liable for damages of any kind, it being understood between the parties that the City's primary obligation is to furnish water and water services to the citizens of the City of Fayetteville, Arkansas.

The City shall not be responsible for any damages to the Buyer or its consumers by reason of emergency failures of water supply due to water main breaks, power failure, flood, fire, earthquake and other acts of God, or catastrophe, acts of war, insurrection or rebellion, acts of a public enemy, acts of any unauthorized person, firm, or corporation, or acts of the Buyer, or during any periods of water reduction or discontinuance by reason of fire fighting or other emergency situation; nor shall such failures of water supply and/or discontinuance or reduction of water sales and service be construed as a breach of this contract by the City.

3. That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Arkansas and the City and Buyer will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

It is expressly understood and agreed that the sale of water herein provided for from the City to the Buyer, is a sale for resale, and the Buyer agrees to secure a sales tax permit as

W. FORK WATER

A. 4.14

required by the Arkansas Stats. Ann. Section 84-1904 (I) 84-1913, (and any subsequent amendments thereto) and agrees that it will collect and pay over to the Commissioner of Revenues of the State of Arkansas, any and all sales tax now or hereafter imposed upon the resale of said water to the Buyer's consumers.

4. That the construction of the water supply distribution system by the Buyer was financed by a loan from the United States of America, acting through the Rural Development Administration (formerly Farmers Home Administration) of the United States Department Of Agriculture, and the provisions hereof pertaining to the undertakings of the Buyer are conditioned upon the approval, in writing, of the State Director of Arkansas, of the Rural Development Administration. Similarly, any modifications of the provisions of this contract, shall be conditioned upon the prior approval, in writing, of the State Director of Arkansas, of the Rural Development Administration.

5. That in the event of any occurrence rendering the Buyer incapable of performing under this contract, any successor of the Buyer whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Buyer hereunder.

6. It is understood and agreed that the water to be supplied by the City to the Buyer under this contract is to be

furnished for distribution within the service area (as hereinafter defined) of Buyer and an area three hundred feet (300') on each side of the transmission line from the metering point (as defined in Exhibit "D") to the service area of the Buyer. The Buyer shall not extend its water main outside its service area in the unincorporated areas without the prior written consent of the City. The City shall have the sole discretion in determining whether or not to consent to any such extensions and in determining the terms and/or conditions upon which its consent shall be given.

The Buyer has the right to provide service in the area three hundred feet (300') on each side of the transmission line and shall have sole discretion as to whether or not it shall provide water services in that area and the terms and conditions upon which it shall support such service. In the event the Buyer elects not to provide services in said area then the City may provide such service if it desires to do so, but shall use water mains of its own to provide such service and not the transmission line as referred to hereinabove.

For the purpose of this instrument the phrase "service area" of the Buyer means the present corporate limits at the time of this contract and any lands within an area designated as the growth area of the City of West Fork as shown and described by Exhibit "A"

to this contract. The Buyer shall have the right under this contract to extend main and water service into such area without the prior consent of the City. The Buyer shall have the right to sell water to the Washington Water Authority for use in the Washington Water Authority service area.

7. In the event a portion of the Buyer's water mains are constructed within the corporate limits of the City, the Buyer is not permitted to serve consumers within the corporate limits of the City without prior written consent of the City.

8. Buyer agrees that it will not during the period of this contract or any renewal thereof levy any franchise tax, occupation tax, or any other tax of any form whatsoever, by whatever name it may be called, upon the City, the City water system and appurtenances thereto, or the operations called for by this contract.

9. No provision of this agreement shall be construed to create any type of joint or equity ownership of any property, and partnership or joint venture, nor shall same create any other rights or liabilities and Customer payments (whether past, present, or future) shall not be construed as granting Customer partial ownership of, pre-paid capacity in, or equity in the City's system. However, it is understood and agreed between the parties that West

Fork has paid a connection fee to the City which covered the cost of an equivalent 10" line from a point on the City's water system to the metering point as described in Exhibit "D", said line having a nominal capacity of 600 gallons per minute. It is understood that West Fork will not be charged an additional connection fee to the City or be asked to pay for any line reinforcement by the City unless the City of West Fork requires a maximum flow rate in excess of 600 gallons per minute.

10. This agreement may be terminated by either Buyer or the City upon breach by the other of any of the covenants or agreements contained herein, and the failure of the party in breach to remedy such breach within thirty (30) days after receipt of written notice of the existence of such breach. Written notice shall be sufficient, if sent by certified mail, return receipt requested, postage prepaid, to the respective mayor of the parties hereto.

IN WITNESS WHEREOF, the City and Buyer have executed these presents by their respective Mayors and have caused their seals to be hereto affixed and the same attested to by the City Clerk of the parties, having been authorized to do so by appropriate ordinances of their respective Governing Bodies.

W. FORK WATER
A. 4.18

CITY OF FAYETTEVILLE, ARKANSAS
a municipal corporation

BY _____
MAYOR

ATTEST:

CITY CLERK

CITY OF WEST FORK, ARKANSAS
a municipal corporation

BY Virgil L. Blackman
MAYOR

AGENDA REQUEST

BID 99-54
A. 5. 1

For the Fayetteville City Council meeting of JULY 6, 1999

FROM:
MICKEY JACKSON

Name

Division

FIRE DEPARTMENT

Department

COUNCIL ACTION REQUIRED:

APPROVAL OF BID #99-54 FOR A BREATHING AIR COMPRESSOR
AND CASCADE AIR STORAGE SYSTEM FOR THE FIRE DEPARTMENT.

COST TO CITY:

\$28,920.44

Cost of this Request

\$30,000.00

Category/Project Budget

FIRE SAFETY IMPROVEMENTS

Category/Project Name

4470-9470-5801-00

Account Number

-0-

Funds Used To Date

FIRE DEPT. OPERATIONS

Program Name

99012

Project Number

\$30,000.00

Remaining Balance

SALES TAX/CAPITAL IMPROVEMENTS

Fund

BUDGET REVIEW:

X

Budgeted Item

Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/LEASE REVIEW

GRANT APPLICATION REVIEW

Accounting Manager

Date

City Attorney

Date

Purchasing Officer

Date

Internal Auditor

Date

Internal Auditor

Date

STAFF RECOMMENDATION

Division Head

Department Director

Administrative Services Director

Mayor

Date

Date

Date

Date

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Fred Hanna, Mayor

From: Mickey Jackson, Fire Chief 

Date: June 2, 1999

Re: Bid Approval - Breathing Air Compressor

I am submitting herewith a request for your approval of Bid #99-54, in the amount of \$28,920.44, for a new breathing air compressor and cascade type air cylinder storage system for the Fire Department. This project has been in our CIP Budget for several years as a 1999 project.

The system will give us increased air pumping, purification, and storage capacities for our self-contained breathing apparatus used in firefighting, rescue, hazmat, and other incidents where our personnel have to work in contaminated atmospheres.

The lowest (and best) bid was submitted by NAFECO/Fire Service Supply of Decatur, Alabama through their area representative, Mr. Robert Fenton of Benton County.

If you should have any further questions or desire any information about this item, please do not hesitate to call me at 575-8365 (city extension 365), or come by the office at your convenience. Thank you for your consideration of this request.

MJ/ca

STAFF REVIEW FORM

LAND PURCHASE
A. 6. 1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of June 15, 1999

FROM:

Ed Connell
Name

Engineering
Division

Public Works
Department

ACTION REQUIRED: Approval of a resolution authorizing the City to purchase 1.22 acres of unimproved land from Charles T. Combs for \$34,500.00 plus closing costs in association with the extension of Sixth Street from Wood Avenue to East Huntsville Road.

COST TO CITY:

\$75,000.00
Cost of this Request

\$826,491.00
Category/Project Budget

Sixth Street Extension to E. Huntsville Road
Category/Project Name

4470-9470-5809-00
Account Number

\$ 75,000.00
Funds Used To Date

Program Name

96044-30
Project Number

\$751,491.00
Remaining Balance

Sales Tax CIP
Fund

BUDGET REVIEW:

☒ Budgeted Item

☐ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Staff recommends approval of this acquisition so that this project can be scheduled for implementation. This property represents 37% of the required acquisition on this project.

Division Head

Date

Cross Reference

Department Director

Date

New Item: Yes ☒ No ☐

Administrative Services Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

LAND PURCHASE

A. 6. 2

Page 2

STAFF REVIEW FORM

Description Combs Property--Sixth Street Extension to East Huntsville Road Meeting Date June 15, 1999

Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Reference Comments:

DEPARTMENTAL CORRESPONDENCE

DATE: June 2, 1999

TO: Fayetteville City Council

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

FROM: Ed Connell, Land Agent 

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

Please find herewith an executed *Offer and Acceptance Contract* between the City and Charles T. Combs relative to the acquisition of 1.22 acres of land (Tract 2) of unimproved land for the extension of Sixth Street from Wood Ave, to East Huntsville Road.

This property is the second of four property owners from which right of way is being acquired. The Combs property acquisition constitutes 37% of the total additional right of way needed for this street extension. This property, along with the Smith property (approved for purchase on June 1, 1999) will account for almost 90% of the additional right of way. Please refer to the attached diagram which illustrates the right of way acquisition for this project. 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.

The City's appraisal for this 1.22 acre land acquisition, plus some additional for landscape damages and temporary easement, amounted to \$32,550.00. This amount was offered to Mr. Combs in April of this year. Mr. Combs engaged another local appraiser to appraise the City taking: said appraiser estimated the value to be \$34,500.00. Please find herewith summary page copies of both independent appraisals. The City agreed with Mr. Combs counter of \$34,500.00, a 5.9% increase over the City original offer. Enclosed is a copy of a *Offer and Acceptance* contract between the City and Mr. Combs to this affect.

Staff recommends the passage of a resolution to the City Council accepting this contract.

Charles T. Combs:

<u>Land</u>	<u>Drainage</u> <u>Esmt.</u>	<u>ICE</u>	<u>Improvements</u> <u>Damages</u>	<u>Total</u>
Tract #2: Parts of P 765-02490-000 & 765-02491-000				
\$33,750	0	450	300.	34,500

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

May 27, 1999

Charles T. Combs
6516 E. Riverdale St.
Mesa, AZ 85215

RE: Sixth Street Extension
Job No. 96044
Tract No. 2
Parcel Nos. 765-02490-000 & 765-02491-000
Revised Offer Letter

Dear Mr. Combs:

The City of Fayetteville is planning the extension of Sixth Street from Huntsville Road to Wood Avenue. It is therefore necessary to obtain right of way for the street and a temporary construction easement across a portion of your property for this project. The temporary construction easement will terminate upon completion and acceptance of the project by the City.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for right of way and the temporary easement. The City of Fayetteville hereby offers **\$33,750.00** for the acquisition of right of way (53,314 square feet), **\$450.00** as rental of the land associated with the Temporary Construction and Grading Easement (4,277 square feet), and **\$300.00** for landscape damages (loss of a rail fence within right of way area); making the total offer amount **\$34,500.00**. These amounts are based on an appraisal done by Byron Al Thompson, Appraisals, Inc. and dated May 10, 1999.

Also enclosed is a drawing depicting two foot contours in relation to the property--both the proposed acquisition area and your remaining part of Lot 4. Please note that the proposed drainage pipe to be installed follows these contours and no additional stormwater drainage is expected to empty from this system than is currently being carried naturally across the property.

Should you elect to accept this offer, the *Offer and Acceptance Contract* (two originals enclosed) contained herein should be executed by all parties with current ownership interest in the particular property. The *Offer and Acceptance Contract* is subject to City Council approval. Also enclosed are draft copies of the proposed *Warranty Deed* and *Temporary Construction and Grading Easement*.

Mr. Combs
Offer Letter, Page 2 of 2

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

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

We, however, ask that you accept the offer made herein by executing the attached *Offer and Acceptance Contract*. Please return one copy of the fully executed *Offer and Acceptance Contract*. (The other one is for your files.) The *Offer and Acceptance Contract* must be approved by the City Council and the document is subject to that approval.

Please provide us with a Tax Identification Number (Corporation) or Social Security Number so that an earnest money check can be written upon execution of the proposed *Offer and Acceptance Contract*. A Vendor Form is provided for this purpose.

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

Sincerely yours,



Jim Beavers
City Engineer

JB/jsg

Attachments

FAYETTEVILLE
LAND PURCHASE
A. 6. 5

THE CITY OF FAYETTEVILLE, ARKANSAS

April 12, 1999

Charles T. Combs
6516 E. Riverside
Mesa, AZ 85215

RE: Sixth Street Extension
Job No. 96044
Tract No. 2
Parcel Nos. 765-02490-000 & 765-02491-000
Offer Letter

Dear Mr. Combs:

The City of Fayetteville is planning the extension of Sixth Street from Huntsville Road to Wood Avenue. It is therefore necessary to obtain right of way for the street and a temporary construction easement across a portion of your property for this project. The temporary construction easement will terminate upon completion and acceptance of the project by the City.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for right of way and the temporary easement. The City of Fayetteville hereby offers **\$32,000.00** for the acquisition of right of way (53,314 square feet), **\$300.00** as rental of the land associated with the Temporary Construction and Grading Easement (4,277 square feet), and **\$250.00** for landscape damages (loss of a rail fence within right of way area); making the total offer amount **\$32,550.00**. These amounts are based on an appraisal done by Mark Risk, The Real Estate Consultants (a copy of the summary sheet is attached).

Also enclosed is a drawing depicting two foot contours in relation to the property--both the proposed acquisition area and your remaining part of Lot 4. Please note that the proposed drainage pipe to be installed follows these contours and no additional stormwater drainage is expected to empty from this system than is currently being carried naturally across the property.

Should you elect to accept this offer, the *Offer and Acceptance Contract* (two originals enclosed) contained herein should be executed by all parties with current ownership interest in the particular property. The *Offer and Acceptance Contract* is subject to City Council approval. Also enclosed are draft copies of the proposed *Warranty Deed* and *Temporary Construction and Grading Easement*.

Mr. Combs
Offer Letter, Page 2 of 2

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

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

We, however, ask that you accept the offer made herein by executing the attached *Offer and Acceptance Contract*. Please return one copy of the fully executed *Offer and Acceptance Contract*. (The other one is for your files.) The *Offer and Acceptance Contract* must be approved by the City Council and the document is subject to that approval.

Please provide us with a Tax Identification Number (Corporation) or Social Security Number so that an earnest money check can be written upon execution of the proposed *Offer and Acceptance Contract*. A Vendor Form is provided for this purpose.

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

Sincerely yours,



Jim Beavers
City Engineer

JB/jsg

Attachments

THE CITY OF FAYETTEVILLE, ARKANSAS

May 28, 1999

Charles T. Combs
6516 E. Riverdale Street
Mesa, AZ 85215

RE: Sixth Street Extension
Job No. 96044
Parcel nos. 765-02490-000 & 02491-000
Offer and Acceptance

Dear Charlie:

In accordance with our meeting of May 27, 1999 in Fayetteville, we are pleased to include herewith one fully executed original of the subject *Offer and Acceptance* contract between the city and yourself relative to the purchase, by the City, of 1.75 acres of land for the subject project. As noted in the document, as well as the included revised Offer Letter, the agreed compensation of \$34,500.00 has been incorporated.

As we discussed, the procedure that is to be followed from this point is as follows;

- 1) This office will prepare the required information and submit an agenda item to the Fayetteville City Council for their approval of this purchase. This could take as much as six weeks before this approval is obtained.
- 2) Within the next couple of working days, this office will request a title insurance policy commitment be written by Bronson Abstract Company, Inc. of Fayetteville. It will take about a month to obtain this commitment. Bronson will also give us a cost for such title insurance policy, such cost will be equally shared at closing.
- 3) Since you are going to utilize a Code 1031 Deferred Tax intermediary in this transaction, we suggest that you arrange for their involvement as soon as possible. We do have some questions with regard to the temporary easement rental (\$450) and the landscape damages (#300) which may have to be paid to you outside the scope of the 1031 transaction.
- 4) Do you have any of this property under lien or mortgage? If so, it is important that the abstractor and ourselves be made aware of who and to what extent.
- 5) The City will work with your intermediary as to an exact closing time, wherein the monies will be wired to the trust of the intermediary. If there are no liens or mortgages on this property, this office will prepare the necessary closing statements and deeds, thus there will not be a cost involved for closing. If it becomes necessary to utilize a closing agent due to the existence of a lien or mortgage on this property,

Charles T. Combs
May 28, 1999
Page 2

- 5) continued -- then the fee or cost of such closing agent will be equally borne by the Seller and Buyer.
- 6) The *Offer and Acceptance* contract indicates a closing date to be 30 days after approval by the Fayetteville City Council. This can be extended if necessary, however, we are probably looking at 60-70 days from now.

Please have your intermediary contact me at 501-444-3415 and we will be pleased to provide whatever information they might require. We appreciate your cooperation on this matter.

Sincerely,


Edward D. Connell
City Land Agent

Enclosure

LAND PURCHASE

OFFER AND ACCEPTANCE CONTRACT

A. 6. 9

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 DESCRIPTION

2. Seller agrees to enter into a Temporary Construction and Grading Easement with the City of Fayetteville, the description of said Easement as shown in Exhibit "B" attached hereto. The Temporary Construction and Grading Easement will terminate upon completion and acceptance by the City of Fayetteville the project that extends Sixth Street from Wood Avenue to Huntsville Road.
3. **Purchase Price:** Subject to the following conditions, the Buyer shall pay for the property referred to in Item #1 and the easement referred to in Item #2, at closing, the total and cash payment of \$34,500.00.
4. **Contingent Earnest Money Deposit:** The Buyer will, within two (2) weeks of receipt of this contract, fully executed, tender a check for \$1,000.00 to Charles T. Combs, 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.
5. Conveyances will be made to the Buyer by general Warranty Deed and Temporary Construction and Grading 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.
6. The Seller shall furnish a policy of title insurance on Item #1 in the amount of \$33,750.00 from a title insurance company as selected by the Buyer. Buyer and Seller shall share equally in the cost of title insurance.
7. 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.
8. 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.

OFFER AND ACCEPTANCE CONTRACT
Page 3 of 5

SELLER:

Charles T. Combs

Charles T. Combs

Date: 5-27-99

AGENT OR WITNESS:

Date: _____

BUYER:

City of Fayetteville, Arkansas,
a municipal corporation

Fred Hanna

Fred Hanna, Mayor

Date: 5/27/99

Heather Woodruff

Heather Woodruff, City Clerk

Date: 5/27/99

(SEAL)

LAND PURCHASE

A. 6. 12

OFFER AND ACCEPTANCE CONTRACT

Page 5 of 5

EXHIBIT "B"

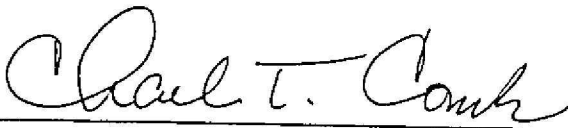
TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION

PROPERTY DESCRIPTION: Lot Four (4) of Aumick's Addition to the City of Fayetteville, Washington County, Arkansas, LESS AND EXCEPT the North fifty-three (53) feet of Lot 4.

A fifteen (15) foot wide temporary construction and grading easement across the above described property, being parallel with and contiguous to the north line and situated on the south side thereof. This temporary construction and grading easement contains 4,277 square feet (0.098 acre), more or less.

SIGNED FOR IDENTIFICATION:

SELLER:

A handwritten signature in cursive script, reading "Charles T. Combs". The signature is written in dark ink and is positioned above a horizontal line.

Charles T. Combs

EXHIBIT "A"
PROPERTY DESCRIPTION

All of Lot Three (3) and the north fifty-three (53) feet of Lot Four (4) of Aumick's Addition to the City of Fayetteville, Washington County, Arkansas.

SIGNED FOR IDENTIFICATION:

SELLER:



Charles T. Combs

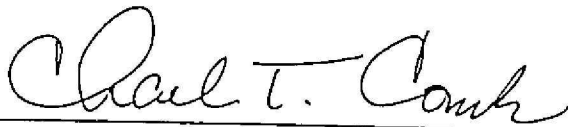
EXHIBIT "B"
TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION

PROPERTY DESCRIPTION: Lot Four (4) of Aumick's Addition to the City of Fayetteville, Washington County, Arkansas, LESS AND EXCEPT the North fifty-three (53) feet of Lot 4.

A fifteen (15) foot wide temporary construction and grading easement across the above described property, being parallel with and contiguous to the north line and situated on the south side thereof. This temporary construction and grading easement contains 4,277 square feet (0.098 acre), more or less.

SIGNED FOR IDENTIFICATION:

SELLER:



Charles T. Combs

DEPARTMENTAL CORRESPONDENCE

May 27, 1999

TO: Fred Hanna, Mayor

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

FROM: Ed Connell, Land Agent *EC*

RE: Sixth Street Extension to Huntsville Road
Charles t. Combs: Tract # 2
Right of Way & Temporary Easement Acquisition

Please find herewith an *Offer and Acceptance* Contract between the City and Charles T. Combs for the acquisition of road right of way and temporary construction easement in association with the subject project. The City offered \$32,550.00 for the properties involved, based upon an independent appraisal. Mr. Combs, who lives in Arizona, countered with a figure of \$34,500.00, a 6.09% increase, based upon an appraisal he had conducted by another local appraiser. Mr. Combs has agreed to accept the latter figure of \$34,500.00. Included are two original contracts which 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 tracts involved with this transaction. As noted, this transaction involves the acquisition of 1.75 acres of unimproved land, along with temporary construction easements and damages to existing property fencing. It is this author's opinion that the counteroffer of Mr. Combs is reasonable and should be accepted by the City staff and City Council. The Combs property constitutes approximately 37% 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.

LAND PURCHASE

A. 6. 16

Charles Thrasher Combs

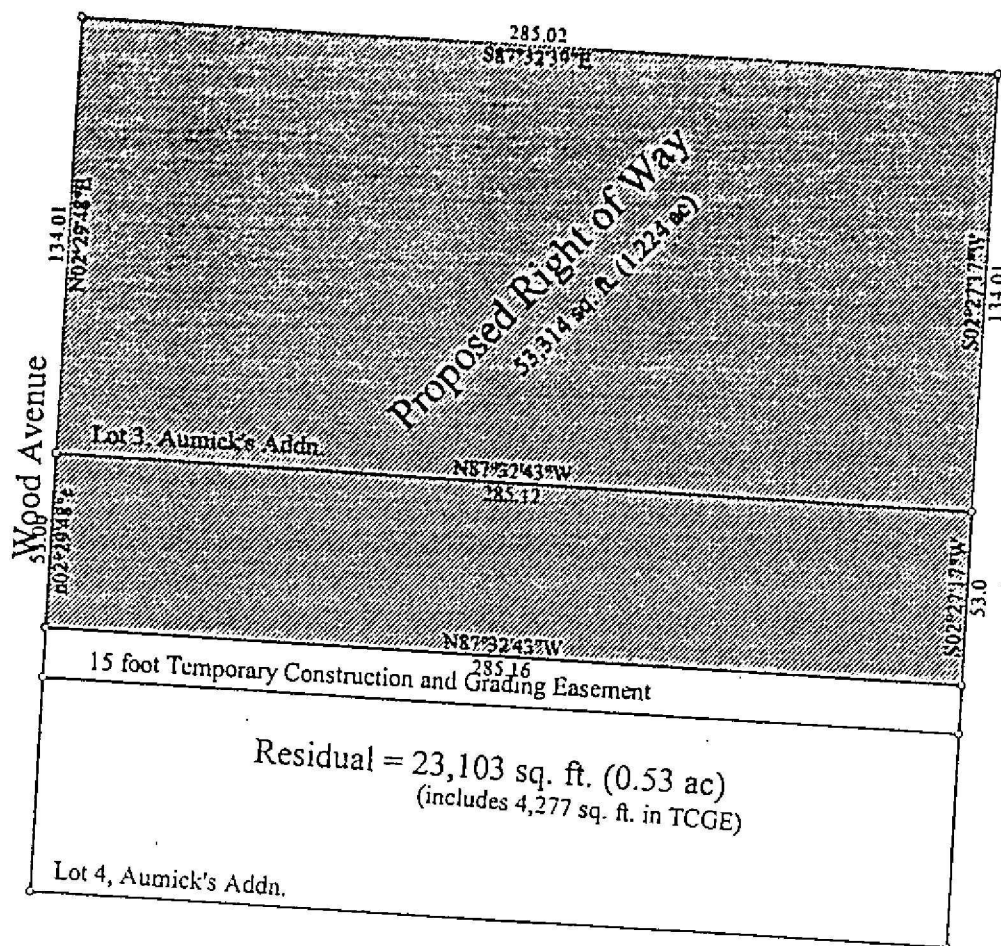
Deed Ref.: 791/396; P76-172; 1008/340; 1030/648

Parcel Nos. 765-02490-000 (North 108' of Lot 3)

765-02491-000 (South 26' of Lot 3 and all of Lot 4)



Scale: 1" = 60'



Lot 3 - 38,202 sq. ft.

Lot 4 - 15,112 sq. ft.

53,314 sq. ft.
(1.22 Ac)

NOTE: TRACTS HAVE BEEN ROTATED TO CITY OF FAYETTEVILLE GLOBAL POSITIONING SATELLITE SYSTEM BEARINGS.

Title: Charles Combs' Property--Lots 3 & 4

Date: 07-15-1998

Scale: 1 inch = 60 feet

File: COMBS3&4.DES

Tract 1: 0.877 Acres: 38202 Sq Feet: 3549.1 Sq Meters: No significant closure error. : Perimeter = 838 feet
Tract 2: 0.877 Acres: 38216 Sq Feet: 3550.3 Sq Meters: No significant closure error. : Perimeter = 838 feet
Tract 3: 0.347 Acres: 15112 Sq Feet: 1404.0 Sq Meters: No significant closure error. : Perimeter = 676 feet
Tract 4: 0.530 Acres: 23103 Sq Feet: 2146.4 Sq Meters: No significant closure error. : Perimeter = 732 feet
Tract 5: 0.098 Acres: 4277 Sq Feet: 397.4 Sq Meters: No significant closure error. : Perimeter = 600 feet

001=S87.3239E 285.02
002=S02.2717W 134.01
003=N87.3243W 285.12
004=N02.2948E 134.01
005=@-4 Lot 4
006=/S02.2948W 134.01
007=N02.2948E 134.01
008=S87.3243E 285.12
009=S02.2717W 134.01
010=n87.3243w 285.22

011=@4 r/w Lot 4
012=**S87.3243E 285.12
013=S02.2717W 53.0
014=N87.3243W 285.16
015=n02.2948e 53.00
016=@S remainder
017=/S02.2948W 53.0
018=S87.3243E 285.16
019=S02.2717W 81.01
020=N87.3243W 285.22

021=N02.2948E 81.01
022=@4 temp esmt
023=/S02.2958W 53.0
024=s02.2948w 15.00
025=s87.3243e 285.17
026=n02.2717e 15.00
027=n87.3243w 285.16

LAND APPRAISAL REPORT

File No. 199

LAND PURCHASE
A. 6. 17

File No. 19937

Borrower None
 Property Address 6th Street and Wood Avenue
 City Fayetteville County Washington State Arkansas Zip Code 72701
 Legal Description All Lot 3 and Part Lot 4, Aumicks Addition
 Sale Price \$ None Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD
 Actual Real Estate Taxes \$ --- (yr) Loan charges to be paid by seller \$ N/A Other sales concessions N/A
 Lender/Client Charles Thrasher Combs Address 8516 E. Riverdale, Mesa, AZ 85215
 Occupant None Appraiser Byron Al Thompson Instructions to Appraiser Estimate the Market Value of the subject 1.224
 Acres of vacant land

Location ☒ Urban ☐ Suburban ☐ Rural
 Built Up ☒ Over 75% ☐ 25% to 75% ☐ Under 25%
 Growth Rate ☐ Fully Dev. ☐ Rapid ☒ Steady ☐ Slow
 Property Values ☐ Increasing ☒ Stable ☐ Declining
 Demand/Supply ☐ Shortage ☒ In Balance ☐ Oversupply
 Marketing Time ☐ Under 3 Mos. ☒ 4-6 Mos. ☐ Over 6 Mos.
 Present Land Use 70% 1 Family 5% 2-4 Family 5% Apts. % Condo 5% Commercial
 % Industrial 15% Vacant %
 Change in Present Land Use ☐ Not Likely ☒ Likely (*) ☐ Taking Place (*)
 (*) From Vacant Land To City Street
 Predominant Occupancy ☒ Owner ☐ Tenant % Vacant
 Single Family Price Range \$ 30 to \$ 150+ Predominant Value \$ 75
 Single Family Age 1 yrs. to 90+ yrs. Predominant Age 35 yrs.

Employment Stability Good Avg. Fair Poor
 Convenience to Employment ☐ ☒ ☐ ☐
 Convenience to Shopping ☐ ☒ ☐ ☐
 Convenience to Schools ☐ ☒ ☐ ☐
 Adequacy of Public Transportation ☐ ☒ ☐ ☐
 Recreational Facilities ☐ ☒ ☐ ☐
 Adequacy of Utilities ☐ ☒ ☐ ☐
 Property Compatibility ☐ ☒ ☐ ☐
 Protection from Ostrimental Conditions ☐ ☒ ☐ ☐
 Police and Fire Protection ☐ ☒ ☐ ☐
 General Appearance of Properties ☐ ☒ ☐ ☐
 Appeal to Market ☐ ☒ ☐ ☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): There are no apparent adverse factors which would affect the subject's marketability. The subject has access to all necessary supporting facilities including schools, recreation, and employment. The neighborhood has open areas. ***The assessments on the subject lots includes a house, and the current property tax on the subject is not relevant to the current appraisal.

Dimensions 187.01' x 285.16'
 Zoning classification C-2 Commercial and R-2 Residential 53,328 Sq. Ft. or Acres ☐ Corner Lot
 Highest and best use ☐ Present use ☒ Other (specify) Multi-Family Residential Present Improvements ☒ do ☐ do not conform to zoning regulations
 Public Other (Describe) OFF SITE IMPROVEMENTS
 Elec. ☒ Street Access ☒ Public ☐ Private
 Gas ☒ Surface Asphalt
 Water ☒ Maintenance ☒ Public ☐ Private
 San. Sewer ☐ Storm Sewer ☐ Curb/Gutter
 Underground Elect. & Tel. ☐ Sidewalk ☒ Street Lights
 Topo Moderately Sloping
 Size Above Average
 Shape Rectangle
 View Average/Residences
 Drainage Average
 Is the property located in a HUD identified Special Flood Hazard Area? ☒ No ☐ Yes
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): No apparent adverse easements, encroachments, or other apparent adverse conditions were noted. The subject tract of land is moderately rolling with an open area on Wood Avenue and woodland in the rear.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	6th Street and Wood Avenue Fayetteville	Holland Street Farmington	Lot 8 Summerhill Fayetteville	713 Oakland Fayetteville
Proximity to Subject		4 miles Southwest	4 miles North	2 miles Northwest
Sales Price	\$ None	\$ 29,000	\$ 31,350	\$ 14,500
Price	\$	\$ 52,727	\$ 82,500	\$ 90,625
Data Source	Inspection	MLS/Realtor Files	MLS/Realtor Files	MLS/Realtor Files
Date of Sale and Time Adjustment	N/A	DESCRIPTION +(-) \$ Adjust	DESCRIPTION +(-) \$ Adjust	DESCRIPTION +(-) \$ Adjust
Location	Average	4/97 +1,500	9/98 +500	4/98 +500
Site/View	1.224 Ac/Average	Good -7,500	Good -8,000	Good -3,500
Topography	Average	.55 Acres +17,000	.38 Ac/Good +21,000	.16 Acres +26,500
Visibility	Average	Average	Average	Average
Accessibility	Average	Good -7,500	Good -8,000	Good -3,500
Utilities	All City	All City	All City	All City
Sales or Financing Concessions	N/A	None	None	None
Net Adj. (Total)		Cash	Conventional	Cash
Indicated Value of Subject		\$ 3,500	\$ 5,500	\$ 20,000
		\$ 32,500	\$ 38,850	\$ 34,500

Comments on Market Data: Time adjustments are based on 3% annual appreciation. Site size adjustments are based on \$25,000 per acre. All comparables are zoned R-2 Medium Density Residential except sale 4 which is zoned C-2 Commercial. Sales one through three have superior locations and accessibility. Sale four has an inferior location because it does not front on a public street.
 Comments and Conditions of Appraisal: It is my understanding that the purpose of this appraisal is to determine if an offer from the City of Fayetteville to purchase the subject land for a public street is reasonable and fair. If the land were to be purchased, a temporary construction easement would be required on a 15' x 285.16' strip of land, and a portion of the two rail wood fence would be lost. In my opinion, fair compensation for the construction easement and loss of the wood fence would be \$750.00. This amount is built into the final value estimate below.
 Final Reconciliation: All weight is given the Sales Comparison Approach, as it reflects buyer and seller actions in the market place. No weight is given the Cost Approach or the Income Approach because there are no improvements on the land, or measurable income to the land.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF May 10 19 99
 BYRON AL THOMPSON, CG0550
 Appraiser(s)
 STATE CERTIFIED
 GENERAL REVIEW APPRAISER (If applicable)
 No. CG0550
 APPRAISALS, INC.
 Form 100 - "TOTAL 2000" appraisal software by a la mode, inc. - 1-800-ALAMODE
 STATE CERTIFIED
 PHYSICALLY INSPECT PROPERTY
 DAVID PARRISH

MARKET DATA ANALYSIS

File No. 199378

LAND PURCHASE
A. 6. 18

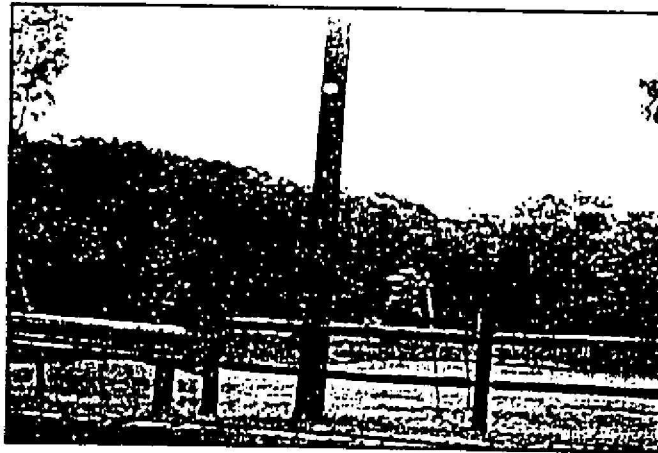
SUBJECT PROPERTY		COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
and Wood Avenue Fayetteville		Pt Lots 6 & 7, Aumick's Addn Fayetteville					
Proximity to Subject	Adjacent to the east	Adjacent to the east					
Sales Price	\$ None	\$ 17,000		\$		\$	
Price		\$ 10,240		\$		\$	
Data Source	Inspection	Court Records					
Date of sale and	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjust	DESCRIPTION	+ (-) \$ Adjust	DESCRIPTION	+ (-) \$ Adjust
Time Adjustment	N/A	7/95	+2,000				
Location	Average	Fair	+8,500				
Size/View	1.224 Ac/Average	1.68 Ac/Average	-11,000				
Topography	Average	Average					
Visibility	Average	Fair	+8,500				
Accessibility	Average	Fair	+8,500				
Utilities	All City	All City					
Sales or Financing	N/A	Not Known - No					
Concessions		Mortgage Found					
Net Adj. (Total)		☒ + ☐ -	\$ 16,500	☐ + ☐ -	\$	☐ + ☐ -	\$
Indicated Value of Subject			\$ 33,500		\$		\$
Comments: URAR: SALES COMPARISON APPROACH							
A diligent effort was made in the search for comparable sales that are the most similar, most recent, and closest in proximity to the subject property. The market was expanded back over one year to find the best sales. Those used in this report are the best available market data.							
While not exactly the same, the sales do form a realistic range of value for the subject. Most weight is given sale one, since it is the most similar and required the least adjustment. Sale four, which is adjacent to the subject is included to provide support.							
HIGHEST AND BEST USE ANALYSIS							
The south portion of the subject is zoned R-2 Medium Density Residential, and the north portion is zoned C-2 Commercial. However, because of the relatively low traffic count on Wood Avenue, I believe that it is highly unlikely that the subject would be developed as commercial property. If it were combined with adjacent properties to the north or northeast, it is more likely. However, it is beyond the scope of this appraisal to speculate on such a possibility.							
In my opinion, the Highest and Best Use of the subject is medium density residential.							

Subject Photo Page

LAND PURCHASE

A. 6. 19

Borrower/Client	None		
Property Address	8th Street and Wood Avenue		
City	Fayetteville	County	Washington
State	Arkansas	Zip Code	72701
Lender	Charles Thrasher Combs		



Subject Front

8th Street and Wood Avenue

Sales Price None

Gross Living Area

Total Rooms

Total Bedrooms

Total Bathrooms

Location Average

View 1.224 Ac/Average

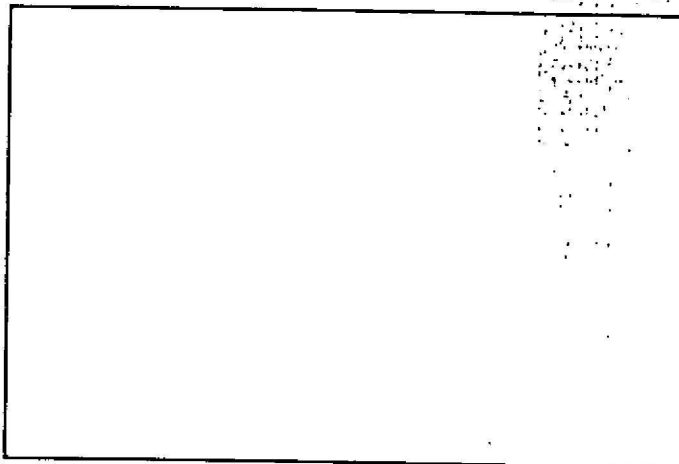
Site

Quality

Age



Subject Street



LAND PURCHASE
A. 6. 20

APPRAISAL REPORT
FOR
CITY OF FAYETTEVILLE

Limited Summary Appraisal Report

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

PARCEL # 765-02490-000 & 765-02491-000

LOCATION Lots #3 & #4, Aumicks Addition
FEE OWNER Charles T. Combs
ADDRESS 6516 E. Riverdale, Mesa, AZ 85215

ESTATE APPRAISED Fee Simple

AREA OF WHOLE 1.754 acres AREA OF RESIDUAL .53 acres

AREA OF PERMANENT ACQUISITION 53,314 SF or 1.224 Ac.
(Description attached)
Temporary Construction Easement 4,277 SF or 0.098 Ac.

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY:

	Before	
Land	\$ 45,842	
Improvements	\$ Not Considered	
Total		\$ 45,842
	After	
Land	\$ 13,852	
Improvements	\$ Not Considered	
Total		\$ 13,852

FAIR MARKET VALUE OF PERMANENT R-O-W ACQUISITION \$ 31,990

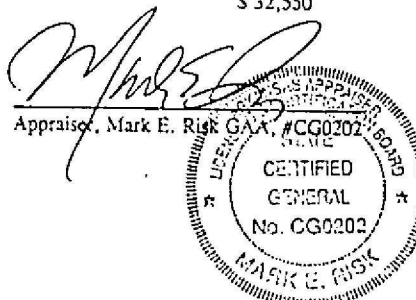
As of 27th day of August, 1998

ALLOCATION OF F.M.V. OF TOTAL ACQUISITION

R-O-W	53,314 SF @ \$.60/SF	= \$ 31,988	Say	\$ 32,000
T.C.E.*	4,277 SF @ \$.60/SF x .10 x 1	= \$ 257	Say	\$ 300
Trees	None			\$ 0
Improvements	Rail Fence			\$ 250
Total R-O-W, T.C.E., Trees, & Improvements				\$ 32,550
Damages or Benefits				\$ 0
Total Compensation				\$ 32,550

ATTACHMENTS:

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



- * 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.

LAND PURCHASE
A. 6. 21

That I have personally inspected the property herein appraised, and that I have made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs and data contained in said appraisal.

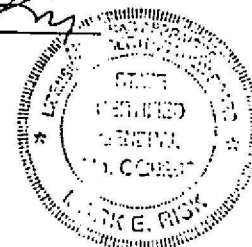
That I understand that such appraisal may be used in connection with the permanent acquisition of right of way for the extension of Sixth St. to Huntsville Road. The project is to be performed by the City of Fayetteville.

That such appraisal has been made in conformity with the appropriate City laws, regulations, and policies and procedures applicable to appraisal of right of ways and easements for such purposes; that in appraising the value before acquisition, no consideration has been given to increases or decreases in Fair Market Value caused by the public improvement; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said City.

That I have no direct or indirect, present or contemplated future personal interest in such property, and no personal interest or bias with respect to the parties involved, or in any benefit from the acquisition of such property appraised.

That my analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice and no one provided significant professional assistance to the persons signing this report.

Signature



PARCEL 765-02490-000 & 765-02491-000

LAND PURCHASE
A. 6. 22

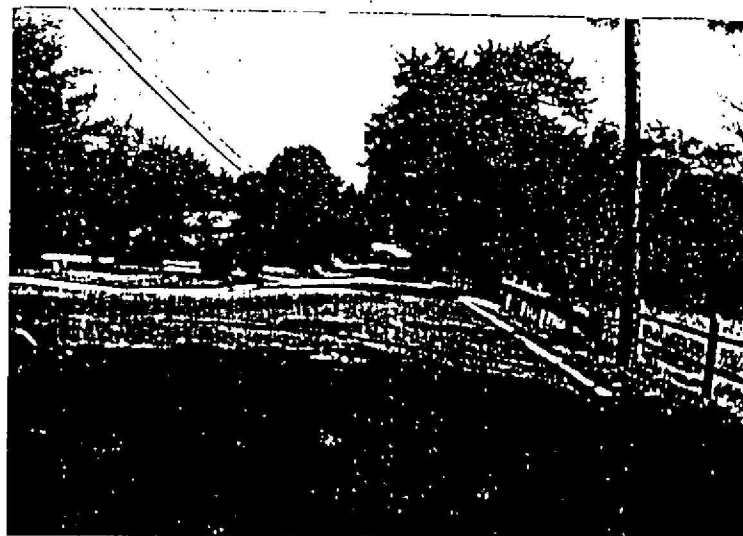
PICTURES



Acquisition Area at Subject's West Boundary Looking East from Wood Ave.
(East view)



Acquisition Area at East Boundary Looking West
(West view)



Street Scene of Wood Ave. Looking North, Subject Site on Right
(North view)

DAVIS, COX & WRIGHT PLC

ATTORNEYS AT LAW

P. O. BOX 1684

FAYETTEVILLE, ARKANSAS 72702-1684

KIDNEY P. DAVIS, JR.
WALTER H. COOK
TILDEN F. WRIGHT III
CONSTANCE G. CLARK
WM. JACKSON BUTT II
KELLY GANTHER
DON A. TAYLOR
PAUL H. TAYLOR
JOHN G. TRICH
LAURA J. ANDREWS
MARK W. INBRETT
H. LAMAR COOK

19 EAST MOUNTAIN STREET

TELEPHONE
501/551-7400

FACSIMILE
501/551-7461

June 4, 1999

RE: Reconfirmation of Improvement District
Commissioners

VIA FACSIMILE 443-0864

Mr. Trent Trumbo
City Alderman

VIA FACSIMILE 575-8315

Mr. Jerry Rose
Fayetteville City Attorney

Dear Trent and Jerry:

I understand that Dickson Street Improvement District Commissioners Carl Collier and Greg House have requested Trent bring action before the City Board to confirm their appointments as Commissioners by reappointing them. This was upon my advice. One of the criticisms leveled by Lamar Pettus and Richard Shewmaker in their recent petition to remove Carl Collier was that he had not timely filed his oath of office with the City Clerk. This was an accurate allegation. In addition, it has been noted to me by Lamar Pettus that Greg House has also not properly filed his oath of office.

The Arkansas statutes specifically provide that an Improvement District Commissioner must sign a prescribed oath of office and actually file that oath of office with the City Clerk within ten days of his appointment. Any person complaining of this technical shortfall may petition the Circuit Court of Washington County for the Commissioner's removal, which the court will grant if the allegations are justified. In this particular case, Carl Collier signed his oath of office within ten days of being appointed in July 1988, but did not actually file the oath of office with the City Clerk until four days later. Greg House signed his oath of office, several months after he was actually appointed, but has never formally filed it with the City Clerk. Thus, neither of these Commissioners is technically in compliance with the statute and is subject to being removed at any time should a proper petition be brought before the circuit court.

I have discussed the underlying circumstances and the appropriate remedy with Jerry Rose. It appears that both of these gentlemen were properly appointed by the City Board after due

Mr. Trent Trumbo
Mr. Jerry Rose
June 4, 1999
Page 2

consideration of a slate of candidates. Each has signed their oath of office; each has served in good faith on the Commission; each desires to continue serving, the only barrier being this technical noncompliance. Jerry and I agree that the appropriate remedy is for the City to reappoint them and, within ten days of that reappointment, the proper oaths be duly filed. The propriety of Carl Collier continuing to serve has recently been directly and exhaustively challenged, unsuccessfully, before the City Board and it seems to me to be inappropriate to reconsider those factual issues when there is really nothing new to be said. To my knowledge, no one has challenged the quality of service by Greg House and there is no reason to remove him on this technicality.

For these reasons, we are hoping the City Board will see fit to correct this technical deficiency and properly confirm the appointment of these two Commissioners who have been serving in good faith since their original appointment.

Thanks for your assistance in this regard.

Sincerely,

DAYIS, COX & WRIGHT PLC



William Jackson Butt II

WJB/cr

cc: Mr. Carl Collier
Mr. Greg House

DRAFT

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 166.13, UNDERGROUND UTILITY WIRES, OF THE CODE OF FAYETTEVILLE, TO PROVIDE FOR CERTAIN EXEMPTIONS FROM THE REQUIREMENT THAT UTILITIES BE PLACED UNDERGROUND IN NEW RESIDENTIAL DEVELOPMENTS REQUIRING PLANNING COMMISSION APPROVAL AND IN NEW COMMERCIAL DEVELOPMENTS.

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

Section 1. That §166.13, Underground Utility Wires, Subsection B., of the Code of Fayetteville, is hereby deleted and the following shall be inserted in its stead:

§166.13 UNDERGROUND UTILITY WIRES.

B. Exemptions. The following shall be exempt from the requirements of this section.

1. Overhead wires, supporting structures, and associated structures of a temporary nature which provide temporary service. A permit obtained from the City Planner for said temporary service, addressing the nature and duration of said service, shall be required.

2. Existing lines of 12 Kv and above.

3. A single power pole near the exterior boundary of a development shall be allowed to provide connections for underground service.

PASSED AND APPROVED this ____ day of _____, 1999.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of June 15, 1999.

FROM: _____
Tim Conklin _____ Planning _____ Public Works
Name _____ Division _____ Department _____

ACTION REQUESTED: To approve an ordinance for VA 99-7.00 as submitted by Laura Kelly of Rob Sharp Architect on behalf of MTM of El Dorado LLC for property located at 1586 Amber Drive. The property is zoned R-1, Low Density Residential. The request is to vacate a portion of a 20 foot utility easement within Charleston Place Subdivision.

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 _____

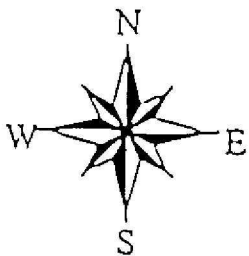
CONTRACT/GRANT/LEASE REVIEW: _____ GRANTING AGENCY: _____
Accounting Manager _____ Date _____ ADA Coordinator _____ Date _____
City Attorney _____ Date 5-28-99 Internal Auditor _____ Date _____
Purchasing Officer _____ Date _____

STAFF RECOMMENDATION: This item was considered at the May 24, 1999 Planning Commission meeting and they recommended approval of the utility easement vacation subject to conditions as set forth in the attached minutes with a unanimous vote 7-0-1. Mr. Shackelford abstained.

Tim Conklin _____ 5-27-99 _____ Cross Reference _____
Division Head _____ Date _____
Charles Conklin _____ 5-28-99 _____
Department Director _____ Date _____
William D. Wilson _____ 6/1/99 _____
Administrative Services _____ Date _____
Director _____
Paul Hunter _____
Mayor _____ Date _____

New Item: Yes No
Prev Ord/Res#: _____
Orig Contract Date: _____

VA99-7.00 - MTM of El Dorado - Close Up



200 0 200 Feet

Planning Commission Minutes
May 24, 1999
Page 8

**VA99-7: VACATION
MTM OF EL DORADO LLC, pp370**

This item was submitted by Laura Kelly of Rob Sharp Architects on behalf of MTM of El Dorado LLC for property located at 1586 Amber Drive. The property is zoned R-1, Low Density Residential. The request is to vacate a portion of a 20 foot utility easement within Charleston Place Subdivision.

Laura Kelly was present on behalf of the project.

Staff Requirements

1. The foundation which encroaches the easement must be cut and removed from the easement.
2. No portion of the roof may over hang the easement.

Commission Discussion

Johnson: At plat review, none of the utility companies had any objections. The only entity at plat review who reserved comments was water and sewer.

Petrie: We have received comments from water and sewer. They are recorded above. This easement was requested to be vacated due to relocation of the sanitary sewer line. They started a house adjacent to the new sewer line and unfortunately, the footing is actually in the easement. Staff recommends approval contingent upon requirements of the Water & Sewer Superintendent.

Shackelford: I will be abstaining from the vote.

Johnson: Our action is a recommendation to the City Council who takes the final action on any vacation.

Public Comment

None.

MOTION

Mr. Odom made a motion to recommend approval of the vacation subject to the requirements as listed above.

Planning Commission Minutes
May 24, 1999
Page 9

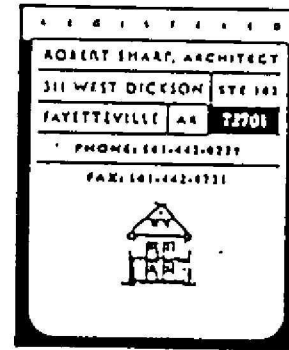
Ms. Hoffman seconded the motion.

Roll Call

Upon roll call, the motion passed with a vote of 7-0-1. Mr. Shackelford abstained from voting.

P.O. Box 3494
Fayetteville, AR 72702
6 April, 1999

Fayetteville Planning commission
113 West Mountain Street
Fayetteville, AR 72701



To: The Fayetteville City Planning Commission
and The Fayetteville City Council

We, the undersigned, being the owners of all the real estate abutting the easement hereinafter sought to be abandoned and vacated and lying within Section 2, Township 16N, Range 30W of the Fifth Principle Meridian in Washington County, Arkansas, petition to vacate the portion of which is described as follows:

Part of the NW 1/4 of the SW 1/4 of Section 2, T16N, R30W of the Fifth Principle Meridian in Washington County, Arkansas and being more particularly described as follows: Commencing at the SE Corner of Section 3, T16N, R30W, thence NORTH 1402.66 Feet, thence EAST 201.03 Feet to the POINT OF BEGINNING said P.O.B. being in the center of a 20' wide utility easement; thence N 44d 55' 12" E 122.81 Feet, thence N 58d 32' 59" E 323.63 Feet, thence S 31d 16' 01" E 174.08 Feet, said easement being ten feet either side of the previously described line.

Petitioners state that the above described real estate is not open, and has no longer used by the utilities, and that the public interest and welfare would not be adversely affected by the abandonment of the above described easement.

This petition conveys the request that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate.

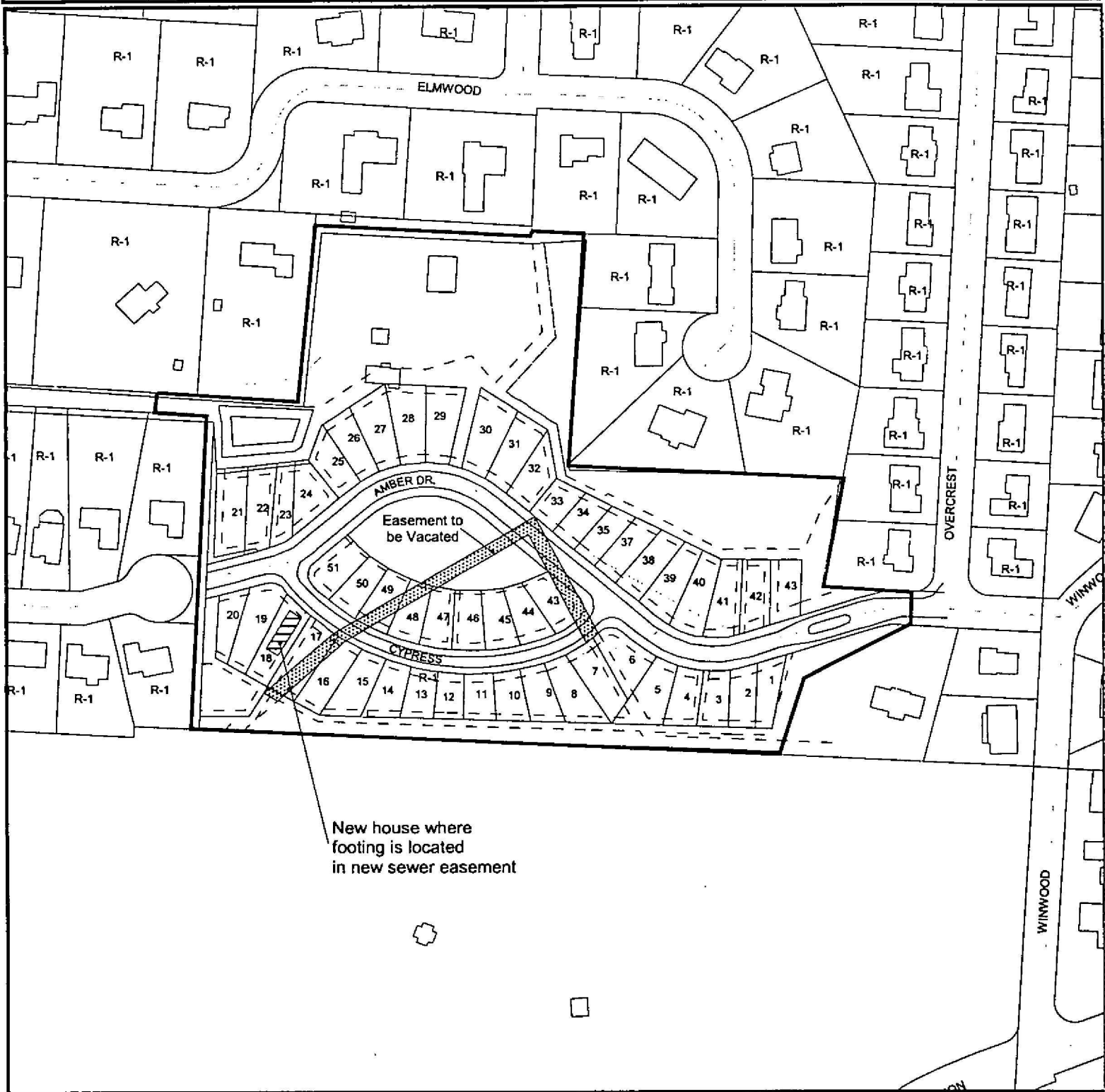
WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, and that easement to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from any use of said easement.

Dated this 19 day of APRIL, 1999

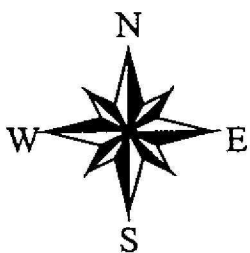
GREG HOUSE
printed name

Greg House
signature

VA99-7.00 - MTM of El Dorado - Close Up



New house where
footing is located
in new sewer easement



200 0 200 Feet

Legend	
	Easement
	House

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of June 15, 1999

FROM:

Jill Goddard Engineering Public Works
Name Division Department

ACTION REQUIRED: Passage of an ordinance authorizing the City Attorney to seek possession of certain land located on Highway 16 West in the City of Fayetteville, Arkansas, by the Power of Eminent Domain, in association with the required easements for the Highway 16 West Water and Sewer Relocations. Such property is owned by Ozarks Electric Cooperative Corporation (Parcel Nos. 765-16248-000, 765-13729-000, 765-13730).

COST TO CITY:

<u>\$ 2,040.00</u> Cost of this Request	<u>\$ 450,000.00</u> Category/Project Budget	<u>Highway 16 West Waterline</u> Category/Project Name
<u>4470-9470-5808-00</u> Account Number	<u>\$ 750.00</u> Funds Used To Date	<u>Water & Sewer Improvements</u> Program Name
<u>99028-30</u> Project Number	<u>\$ 449,250.00</u> Remaining Balance	<u>Sales Tax</u> Fund

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

<u>Accounting Manager</u>	<u>Date</u>	<u>Internal Auditor</u>	<u>Date</u>
<u>City Attorney</u>	<u>Date</u>	<u>ADA Coordinator</u>	<u>Date</u>
<u>Purchasing Officer</u>	<u>Date</u>		

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

<u>Division Head</u>	<u>Date</u>	<u>Cross Reference</u>
<u>Department Director</u>	<u>Date</u>	New Item: Yes ☒ No ☐
<u>Administrative Services Director</u>	<u>Date</u>	Prev Ord/Res #: _____
<u>Mayor</u>	<u>Date</u>	Orig Contract Date: _____

STAFF REVIEW FORM

Description Condemnation--Highway 16 West WaterlineMeeting Date June 15, 1999

Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Reference Comments:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: June 8, 1999

TO: Fayetteville City Council

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

FROM: Jill Goddard, Land Agent

SUBJECT: Highway 16 West Waterline
Project No. 99028
Condemnation

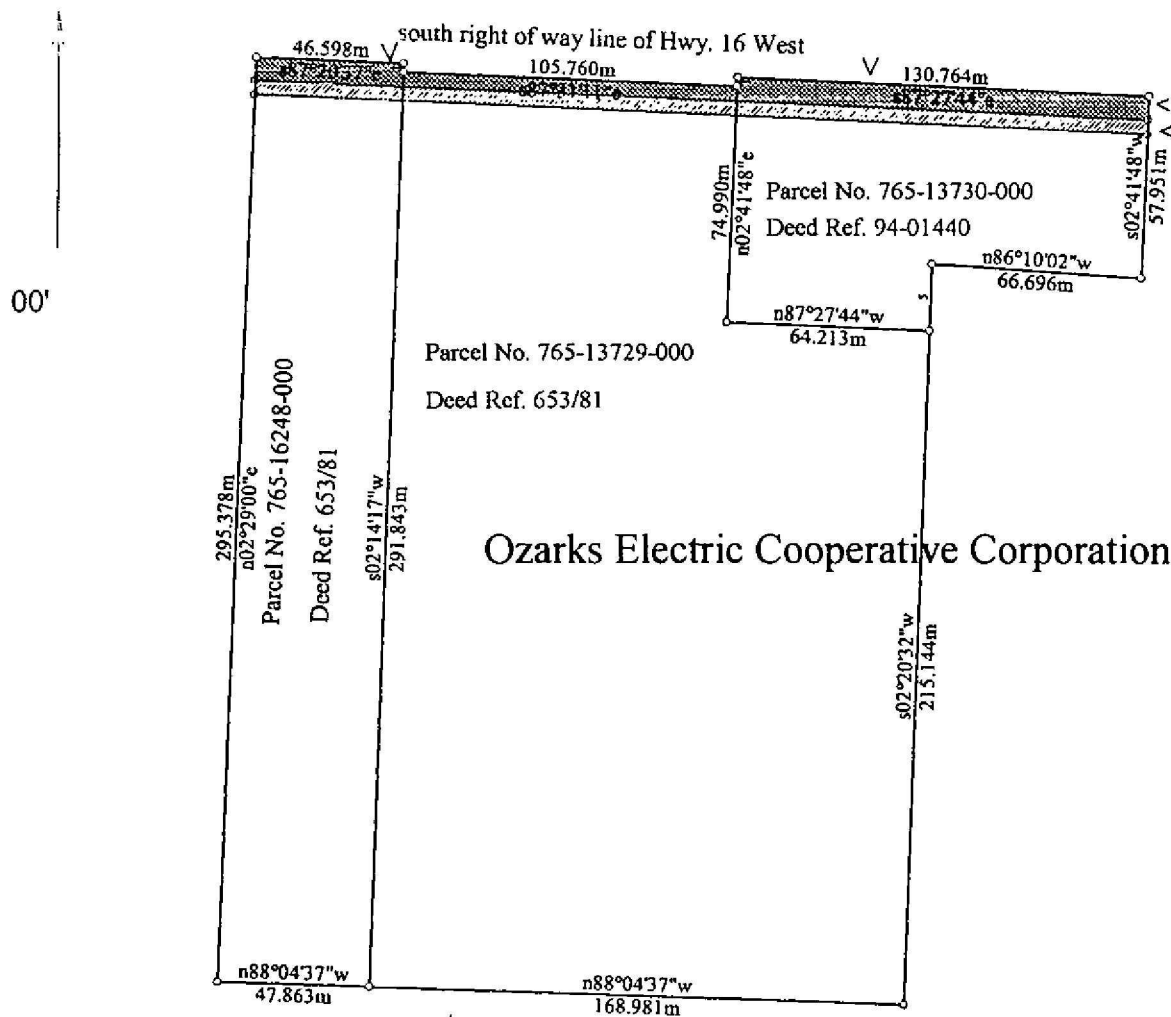
Initially, the plan was to construct the waterline on the north side of Highway 16 West from the Bypass to just east of Meadowlands Drive. However, because of numerous complications, the project was recently changed to construct on the north side of Highway 16 West until west of Salem Road, then bore under the highway at Ozarks Electric's easternmost property line, continue construction on the south side of the highway until the end of project, then bore back under to the north side for connections.

With construction already started on the east end of this project, Ozarks Electric Cooperative Corporation is the only property owner yet to sign the proposed easement document. Accordingly, it is necessary that the City initiate condemnation proceedings as soon as possible in order to obtain court possession of this land so as not to interfere with the construction schedule.

Initially, Ozarks Electric were offered \$1,200.00 for the conveyance of rights associated with a twenty-five foot wide (less in some places) permanent easement (1,842.2 square meters or 19,829 square feet); \$420.00 as rental of the lands associated with the Temporary Construction Easement (1,294.4 square meters or 13,933 square feet), and \$420.00 in landscape damages, for a total offer amount of \$2,040.00. This offer was originally presented on April 12, 1999. (See attached case history.)

The Board of Directors have been reluctant to sign for a number of reasons. The City has waited for results of two monthly board meetings (the first April 28, 1999, and the second May 26, 1999). Ozarks Electric declined the need for a City representative to be at either meeting.

Ozarks Electric have each hired an appraiser, with appraisal expected by June 23, 1999 (next monthly board meeting). A compromise will be reached based upon those appraisals. In the meantime, condemnation is required to allow our contractor to enter the property and install the line. The contractor is almost to the property line at this point in time.



NOTE: Property description bearings have been rotated to AHTD survey bearings for Job No. 040277.

Data and Deed Call Listing of File: OZK-AHTD.DES

Tract 1: 3.444 Acres: 150008 Sq Feet: 13936.2 Sq Meters: No significant closure error. : Perimeter = 2246 feet

Tract 2: 2.175 Acres: 94723 Sq Feet: 8800.1 Sq Meters: No significant closure error. : Perimeter = 1374 feet

Tract 3: 10.985 Acres: 44453.1 Sq Meters: No significant closure error. : Perimeter = 3021 feet

Tract 4: 0.455 Acres: 19829 Sq Feet: 1842.2 Sq Meters: No significant closure error. : Perimeter = 1927 feet

Tract 5: 0.320 Acres: 13933 Sq Feet: 1294.4 Sq Meters: No significant closure error. : Perimeter = 1888 feet

001=s02.1417w 2.929m

002=s02.1417w 291.843m

003=n88.0437w 47.863m

004=n02.2900e 295.378m

005=s87.2037e 46.598m

006=@1

007=/s02.1417w 2.929m

008=/s87.3111e 105.760m

009=n02.4148e 2.796m

010=s87.2744e 130.764m

011=s02.4148w 57.951m

012=n86.1002w 66.696m

013=s02.2032w 21.342m

014=n87.2744w 64.213m

015=n02.4148e 74.990m

016=@1

017=/s02.1417w 2.929m

018=s87.3111e 105.760m

019=**s02.4148w 74.990m

020=**s87.2744e 64.213m

021=s02.2032w 215.144m

022=n88.0437w 168.981m

023=**n02.1417e 291.843m

024=@1 25' perm. esmt.

025=/n87.2037w 46.598m

026=s87.2037e 46.598m

027=s02.1417w 2.929m

028=s87.3111e 105.760m

029=n02.4148e 2.796m

030=s87.2744e 130.764m

031=s02.4148w 7.620m

032=n87.2614w 283.119m

033=n02.2900e 7.620m

034=@1 15' tcge

035=/n87.2037w 46.598m

036=/s02.2900w 7.620m

037=s02.2900w 4.572m

038=s87.2614e 283.105m

039=n02.4148e 4.572m

040=n87.2614w 283.119m

CASE HISTORY

Ozarks Electric Cooperative Corporation
Highway 16 West Waterline

- 4-5-1999 Date of Offer Letter. \$2,040.00 offered for Permanent Easement, Temporary Construction Easement, and landscape damages. Packet including offer letter, easement document, and drawings prepared. Offer amount was based on \$0.06/square foot (or \$0.65/square meter), this is equivalent to \$1.50 per linear foot for 25 foot wide easement—comparable to that offer by Gas Co. for easements on north side of Highway 16 West.

- 4-12-1999 Jill Goddard, Land Agent for City of Fayetteville, met with Mitchell Johnson, Vice President, and Charles Cosby, CEO, of Ozarks Electric. All walked part of project, discussed scope. Verbally left with no potential complications. Monthly Board of Directors meeting set for April 28, 1999. Mr. Cosby declined the offer of a city representative to be present.

- 4-28-1999 Ozarks Electric Board of Directors monthly meeting.

- 5-4-1999 Goddard called Ozarks Electric, talked to John Eldridge. Eldridge unsure completely as to why voted down. Both had some confusion as to why crossing to south side of Highway 16 West. Also, had discussed wanting more compensation. Counter offer was not decided upon or authorized by Board

- 5-4-1999 Charles Venable, Director of Public Works, called Ozarks Electric and talked to Mr. Luttrell. Suggestion made to meet with Mr. Cosby again to resolve differences and clarify issues.

- 5-19-1999 Jill Goddard and Sid Norbash, Staff Engineer for this project, met with Charles Cosby, Ozarks Electric. Were told that engineer for Ozarks has reviewed plans and made written recommendation to Board. Did not change offer amount as had received no counter offer. Again, Mr. Cosby declined the offer of a city representative to be present at next meeting.

- 5-26-1999 Ozarks Electric Board of Directors monthly meeting.

- 5-28-1999 Goddard called Ozarks Electric, talked to Mitchell Johnson. He said Ozarks Electric hired an appraiser yesterday with appraisal expected by June 23, 1999 (next Board Meeting) and they would let City know of the results. Goddard informed him that project was under construction on east end by Bypass and City may not be able to wait for another Board meeting. Mr. Venable advised initiation of condemnation proceedings. Later, John Eldridge (Ozarks Electric) called Goddard. He wanted to contact Jerry

Case History

Ozarks Electric Cooperative Corporation

Page 2

Rose, City Attorney, to arrange for Right to Enter agreement. He indicated that compensation amount was issue to be resolved now and would like City to hold off on condemnation proceedings.

6-Q8-99

As of this date, Mr. Eldridge informed Mr. rose that the city needs to proceed with condemnation procedures in order to get onto the property while appraisals and compensation negotiations continue.

OZARKS ELECTRIC COOPERATIVE CORPORATION

Permanent Easement:

A permanent easement of variable width across the above described property, being parallel with and contiguous to the south right of way of State Highway 16 and situated on the south side thereof, being a part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 12, Township 16 North, Range 31 West, and part of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), of Section 7, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northwest corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 7; thence North 02° 14' 17" East 2.929 meters; thence North 87° 20' 37" West 46.498 meters, to a point on the south right of way line of State Highway 16, said point also being the Point of Beginning; thence with said south right of way line, South 87° 20' 37" East 46.598 meters; thence South 02° 14' 17" East 2.929 meters; thence South 87° 31' 11" East 105.760 meters; thence North 02° 41' 48" East 2.796 meters; thence South 87° 27' 44" East 130.764 meters; thence leaving said south right of way line, South 02° 41' 48" West 7.620 meters; thence North 87° 26' 00" West 283.348 meters; thence North 02° 29' 00" East 7.590 meters, to the Point of Beginning and containing 1840.3 square meters, more or less.

The bearings for this description are based on Arkansas Highway and Transportation Department survey bearings (metric) for AHTD Job No. 040277, and may vary from the bearing systems previously used in describing this property.

Temporary Construction and Grading Easement (15'):

A 4.572 meter (15 foot) wide temporary construction and grading easement across the above described property, being parallel with and contiguous to the south line of the above described permanent easement and situated on the south side thereof, being a part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 12, Township 16 North, Range 31 West, and part of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), of Section 7, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northwest corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 7; thence North 02° 14' 17" East 2.929 meters; thence North 87° 20' 37" West 46.498 meters; thence South 02° 29' 00" West 7.590 meters, to the Point of Beginning; thence South 87° 26' 00" East 283.348 meters; thence South 02° 41' 48" West 4.572 meters; thence North 87° 26' 00" West 283.330 meters; thence North 02° 29' 00" East 4.572 meters, to the Point of Beginning and containing 1295.4 square meters, more or less.

The bearings for this description are based on Arkansas Highway and Transportation Department survey bearings (metric) for AHTD Job No. 040277, and may vary from the bearing systems previously used in describing this property.

Ozarks Electric Cooperative Corporation
Parcel No. 765-13729-000
Parcel No. 765-16248-000
Deed Ref. 653/81

Parcel No. 765-13730-000
Deed Ref. 94-01440

Property Description:

(Deed Ref. 653/81)

A part of the Southwest Quarter of the Fractional Northwest Quarter and a part of the Northwest Quarter of the Fractional Southwest Quarter of Section Seven (7), Township Sixteen (16) North, Range Thirty (30) West, and a part of the Northeast Quarter of the Southeast Quarter of Section Twelve (12), Township Sixteen (16) North, of Range Thirty-one (31) West, being more particularly described as follows, to-wit: Beginning at a point in the center line of Arkansas State Highway No. 16 which is forty-six and twenty-two hundredths (46.22) feet North of the Southwest corner of the Southwest Quarter of the Fractional Northwest Quarter of Section Seven (7), the same point being two (2) feet North of the Northeast corner of the Southeast Quarter of Section Twelve (12), and running thence east with the centerline of said highway three hundred forty-nine and twenty-seven hundredths (349.27) feet; thence South two hundred ninety-three and four hundredths (293.04) feet; thence East two hundred ten and ninety-seven hundredths (210.97) feet; thence South seven hundred twelve and ninety-six hundredths (712.96) feet; thence West seven hundred ten and ninety-seven hundredths (712.97) feet; thence North ten hundred six (1006) feet to the centerline of said Highway No. 16; thence East one hundred fifty and seventy-three hundredths (150.73) feet more or less to the point of beginning, containing Fifteen (15) acres, more or less.

(Deed Ref. 93-01440)

Part of the Fractional Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), and part of the Fractional Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section 7, Township 16 North of Range 30 West, being more particularly described as follows, to-wit: Beginning at a point in Highway No. 16 West which is 44.17 feet North and 349.27 feet East of the Northwest Corner of the first mentioned Fractional Forty acre tract, and running thence East on a line 22.76 inches South of and parallel with the centerline of State Highway No. 16, 434.61 feet; thence South 222.75 feet; thence West 217.47 feet; thence South 70.02 feet; thence West 210.87 feet; thence North 293.04 feet, more or less, to the place of beginning, except that part North of said highway. Subject to existing easements and restrictions of record, if any.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

April 5, 1999

Ozarks Electric Cooperative Corporation
Attn: Board of Directors
P.O. Box 848
Fayetteville, AR 72702-0848

RE: Highway 16 West Waterline
Job No. 99028
Parcel No. 765-16248-000
Parcel No. 765-13729-000
Parcel No. 765-13730-000
Offer Letter

Dear Gentlemen and Ladies of the Board:

The City of Fayetteville is planning the installation of an 18-inch waterline along a portion of Highway 16 West from Shiloh Drive to just west of Meadowlands Drive. It is therefore necessary to obtain permanent and temporary construction easements across a portion of your property for this project. The temporary construction easement will terminate upon completion and acceptance of the project by the City.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for permanent and temporary easements. The City of Fayetteville hereby offers **\$1,200.00** for the conveyance of rights associated with the Permanent Easement (1,842.2 square meters), **\$420.00** as rental of the lands associated with the Temporary Construction Easement (1,294.4 square meters), and **\$420.00** in landscape damages; making the total offer amount **\$2,040.00**.

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

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

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

We, however, ask that you accept the offer made herein by executing the attached *Water/Sewer Easement*. A reduced copy of the document is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Tax Identification Number (Corporation) or Social Security Number so that a check can be written. A Vendor Form is provided for this purpose.

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

Sincerely yours,



Jim Beavers
City Engineer

JB/jsg

Attachments

14-88-302. Oath of office.

(a) Each member of the board of improvement, within ten (10) days after his appointment, shall take the oath of office required by Arkansas Constitution, Article 19, § 20, and an oath that he will not, either directly or indirectly, be interested in any contract made by the board.

(b) The oaths of office of the commissioners of municipal improvement districts may be taken before any officer authorized to administer oaths.

(c) The oath required under this section shall be filed in the office of the city or town clerk.

(d) If any member of the board shall fail to take this oath and to file it in the office of the clerk within the time allowed in this section, he shall be taken to have declined the office. The city or town council shall at once appoint another person, having the like qualifications, in his place, who shall take and file his oath of office within ten (10) days after his appointment.

History. Acts 1881, No. 84, § 3, p. 161; No. 64, § 20; Pope's Dig., §§ 7353-7355; C. & M. Dig., §§ 5714, 5715; Acts 1929, A.S.A. 1947, §§ 20-113 — 20-115.

CASE NOTES

ANALYSIS

Failure to take oath.
Filing of oaths.

Failure to Take Oath.

This section is mandatory, and failure of a member of the board to take the oath within the time required amounts to a declination of the office, imposing on city council the duty to select another in his place. *Hickey v. Hargraves*, 194 Ark. 64, 105 S.W.2d 88 (1937).

Member's failure to take oath within required time prevents him from acquiring any right or title to the office, and he cannot be treated as a de facto officer in a direct attack to review city council's proceedings in declaring vacancy and making appointment. *Hickey v. Hargraves*, 194 Ark. 64, 105 S.W.2d 88 (1937).

Filing of Oaths.

Effect of failure by a commissioner of improvement district to file his oath of

office is to invest the city council with power to appoint a successor, the presumption being that the commissioner has declined to serve. *Jones v. Leighton*, 200 Ark. 1015, 142 S.W.2d 505 (1940).

That oath of office of commissioner of street improvement district was found in a desk at the city hall created a presumption it was filed, but not a presumption that the filing occurred within 10 days from its execution. *Jones v. Leighton*, 200 Ark. 1015, 142 S.W.2d 505 (1940).

Nunc pro tunc resolution adopted by city council after commissioners of street improvement district had been serving almost 10 months, stating they had been appointed, created presumption that it would not have been passed if the commissioners had failed to file their oaths of office, and resolution adopted 10 years later declaring the position vacant for failure to file the oath was held properly set aside on certiorari. *Jones v. Leighton*, 200 Ark. 1015, 142 S.W.2d 505 (1940).

14-88-303. Vacancies generally.

(a) All vacancies that may occur after a municipal board shall have been organized shall be filled by the city or town council.

(b) If all places on the board shall become vacant, or those appointed shall refuse or neglect to act, new members shall be appointed by the council, as in the first instance.

History. Acts 1881, No. 84, § 3, p. 161; § 5716; Pope's Dig., § 7356; Acts 1961, 1909, No. 81, § 1, p. 224; C. & M. Dig., No. 70, §§ 1, 2; A.S.A. 1947, § 20-116.

facto officer in certiorari proceeding to review city council's proceedings in declaring vacancy, appointing another, and refusing to rescind its action (Crawford & Moses' Dig. §§ 5714, 5715).

Appeal from Circuit Court, Phillips County; W. D. Davenport, Judge.

Proceeding by H. E. Hickey against D. T. Hargraves, Mayor of the City of Helena, and others for a writ of certiorari to review certain proceedings of the City Council. From a judgment denying petitioner any relief, he appeals.

Affirmed.

A. M. Coates and Edwin Bevens, both of Helena, for appellant.

J. M. Jackson and W. G. Dinning, both of Helena, for appellees.

HUMPHREYS, Justice.

Appellant was appointed a member of the Board of Street Improvement District No. 16 of the City of Helena by the city council, and assumed to and did act in that capacity about two and one-half years without having taken the oath of office within the time required, when the council on June 18, 1936, without notice to him, passed the following resolution:

"Whereas, there is now a vacancy in the Board of Commissioners of Street Improvement District Number 16 of the City of Helena, Arkansas, by reason of the failure of H. E. Hickey, who was appointed to this Council as a member of the Board to qualify by taking the oath of office as required by law.

"Now therefore, be it resolved that Elizabeth Houston be elected to fill the vacancy."

On the 25th of June, 1936, Elizabeth Houston qualified by filing her oath of office with the city clerk and entered upon her duties.

On July 9, 1936, appellant appeared before the city council and requested that the council rescind its action declaring that a vacancy existed in the office on account of his failure to file his oath within ten days after his appointment, alleging that he was a de facto officer of the board and was entitled to notice and a hearing before ousting him and selecting another member of the board. A motion was made to rescind the action of the council in accord-

C.C. 6/15/99
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#2
ance with his request, which motion was rejected.

Appellant then filed a petition in the circuit court of Phillips county for a writ of certiorari to bring up and review the proceedings of the city council. The writ was granted by the circuit court, and in response thereto a transcript of the proceedings by the city council was filed with the circuit clerk and the cause was heard by the circuit court on its merits, resulting in a denial of any relief to appellant, from which is this appeal.

[1,2] This proceeding is in no sense a collateral attack upon the validity of appellant's acts while acting as a member of the Board of Commissioners of Street Improvement District No. 16. If it were a collateral attack on his acts, then the authorities cited by him would be applicable. The sole question raised on this appeal and by his petition is whether the action of the city council treating the office as vacant and selecting Mrs. Elizabeth Houston as a commissioner was without authority and void. Sections 5714 and 5715, Crawford & Moses' Dig., are as follows:

"Oath of office. Each member of the board shall, within ten days after his appointment, take the oath of office required by § 20 of art. 19 of the Constitution of this State, and that he will not, either directly or indirectly, be interested in any contract made by the board; which oath shall be filed in the office of the city clerk.

"Failure to take oath. If any member of the board shall fail to take such oath and to file the same in the office of the clerk of the city within the time allowed herein, he shall be taken to have declined the office, and the council shall at once appoint another person, having the like qualifications, in his place, who shall take and file his oath of office within ten days after his appointment."

These statutes are mandatory, and where one is appointed a member of the board and fails to take the oath within the time required his failure to do so amounts to a declination of the office and it is made the duty of the city council to select another in his place. Appellant's failure to take the oath within the required time prevented him from acquiring any right or title to the office, and he cannot be treated as a de facto officer on direct attack.

The judgment of the circuit court is affirmed.

105 S.W.(2d)—644

HICKEY v. HARGRAVES, Mayor, et al.
No. 4—4655.

Supreme Court of Arkansas.
May 17, 1937.

1. Municipal corporations §144

Statutes providing that each member of board of commissioners of street improvement district shall take oath of office within 10 days after his appointment and that member failing to do so shall be taken to have declined office are mandatory, and member's failure to take oath within time required amounts to declination of office and imposes duty on city council to select another in his place (Crawford & Moses' Dig. §§ 5714, 5715).

2. Municipal corporations §144

Failure of member of board of commissioners of street improvement district to take oath within time required prevented him from acquiring any right or title to such office, so that he cannot be treated as de

I haven't seen
the minets of the
meeting where
the commissioners
were tried to be
removed.

Cynny

In response to questions, Alderman Austin stated the first insert had already gone out. It was a letter from the Mayor which ran in the last month's water bill.

Ms. Woodruff stated all the residents had not received their bill yet, because it would take a month for everyone to receive their bills. The next billing would be around the first of next month. She explained they were limited on the number of inserts in the water bills because of the equipment used to stuff the envelopes. They were required to reserve space months ahead of time to be included in the mailout. She added she had received a really good response from the Mayor's letter. Every day she receive an average of two to three calls wanting to volunteer for the committee. Most of the people who had called were concerned about their elder neighbors who were real susceptible to con artists. Most of the elderly had lived through the Great Depression and they knew there could be shortages. They had these fears and people feed off their fears. A lot of younger people had called wanting to volunteer to help out their older neighbors.

Alderman Austin reviewed the planned mailout again.

Alderman Trumbo moved to approve the resolution. Alderman Reynolds seconded the motion. Upon roll call the motion carried by a vote of 6-2-0, Daniel and Santos voting nay.

RESOLUTION 77-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

The meeting was adjourned at 7:30 p.m.

University of Arkansas
Community Design Center

104 North East Avenue, Suite 1
Fayetteville, AR 72701-6038

Tele 501-575-5772
Fax 501-575-7045
E-m uaede@comp.uark.edu

WASHINGTON Gym
#1

UACDC

15 June 1999

Mr. Fred Hanna, Mayor
Members of the City Council
City of Fayetteville
Fayetteville AR

Mayor Hanna and members of the Fayetteville City Council,

I am writing in reference to the proposed gymnasium for Washington Elementary School. As a resident of the nearby Wilson Park Historic District, as acting Director of the University of Arkansas Community Design Center and as a design professional I appeal to the City Council and to the members of the School Board, to make a commitment to the lasting material and aesthetic quality of the gymnasium.

Built in 1930, Washington School has become synonymous with the quality and commitment of Fayetteville to public education. Sandwiched between the Washington/Willow, Mount Nord and Wilson Park Historic Districts, the school is an important symbolic civic node of Fayetteville.

The new facility, located along Lafayette Street, will play an important role in defining the axis of the street, terminating in Old Main. This axis, in concert with East Avenue, terminating in Central United Methodist Church and Center Street, terminating in the old Court House, formalize the important urban institutional underpinnings of our city. The significance of these streets is not solely dependent upon their respective vistas but also upon the quality of the buildings lining and defining them. Thus the gymnasium's role as an urban element is of great consequence.

Although I harbor no prejudice against metal buildings, their employment should be restricted to uses of much less significant civic hierarchy than that predicated by the Washington School situation. A metal building may be appropriate for a bus repair or storage facility located in a primarily industrial district but is inadequate in this important historic context. If Washington Elementary had been originally built as a metal building I doubt it would inspire the civic pride and attention it has garnered over the years.

Civic buildings, institutions and infrastructure must do much more than merely address functional criteria. In addition to meeting programmatic needs, these structures should represent a high degree of permanence and imbue their citizens with a sense of pride. They should be capable, through material and aesthetic quality, of representing the ideals and aspirations of the society they serve.

Please feel free to contact me if I may be of any assistance in this or any other matter..

Sincerely,



Tim de Noble, AIA
Assistant Professor of Architecture
Acting Director, UACDC

June, 1999
Address to the City

My name is Judith Levine. I am a member of the Wilson Park Neighborhood Association and I have two children who attend Washington School where I am a room parent and a frequent volunteer. I've come to you tonight to address the Washington School Gym Issue. First I want to thank you for your continuing support for educational issues in Fayetteville and specifically for your kind consideration in this issue. I especially wish to thank Alderman Cyrus Young for bringing this issue to the board and Mayor Hannah for his support and interest in preserving the historical beauty of the City of Fayetteville.

Washington School is the only elementary school in Fayetteville that has no gymnasium. This means our kids watch television on rainy days instead of getting recess. I very much appreciate the school district's plan to construct a gym at Washington School. The lovely brick faced gym that was originally proposed, raised hopes that we would get a gym just like the other elementary schools have. That's really all we want. The other elementary schools have gyms that allow the kids to play and run off steam even on rainy days. They have gyms that are physically and esthetically compatible with their other buildings. They have gyms that fit in with their neighborhoods. They have gyms situated in practical parts of their lots. That's all we want, too. We will never have the lot size of the newer elementary schools but we can have an appropriate facility for our school.

I have heard some express a hesitation to spend more on Washington School than on the other schools. I don't think this can happen. Look at the size of the lot that Washington School occupies. Many houses in other school districts sit on bigger lots than that. We can't come to you and ask you to

improve our playing fields....we don't have any. We can't ask you to put in walking trails through our woods and fields...we don't have any. We are very grateful that we now have doors and toilet seats on most of our bathroom stalls....we didn't for many years. We are very grateful that our building has a fresh coat of paint....it sure needed it. We thank the district for lowering the ceilings in the classrooms so that our kids can hear their teachers and for the new computer lab. I am personally extremely grateful that the district has hired elementary art teachers. They are teaching our children to appreciate the harmony of the world around them..... but, how can we teach them this and then ignore the lesson? You can't make a sheet metal building fit harmoniously with an historic brick elementary school.

I have heard some express misgivings about "setting a bad precedent" by making our gym prettier than the others.... In my opinion, what would be bad precedent would be to ignore the harmony of the surrounding historic neighborhood and the passionate wishes of its residents, many of whom have been diligently paying their city property taxes for generations. What would be bad precedent would be to refuse to find the funds to match the additional money which the City of Fayetteville is considering spending to make sure that one of the only historic buildings of it's kind off campus is not defaced by rushing to build an unattractive addition.

Washington School is undergoing a wonderful transformation. It's no coincidence that the long-needed improvements coincided with the arrival of Mike Mason as principal. Mike has worked with P.T.O., the administration, and the community to effect the renaissance of our school. We now have a lovely garden and a new brick and glass sign in front thanks to a well written grant from Wal-Mart. As we speak, workers are busy installing new windows that more closely resemble the original ones which had been replaced

with plywood and insulation during the 1970's energy crisis. All this work of restoration has built a huge reserve of good will in our little school which will have to sustain us while the guard is changing. We are very sad to be losing Mike as principal. He will be one of the principals of the new middle schools. It would be even sadder to also lose that dream of restoring Washington School to its former glory. How can we restore the facade of this beautiful building and then propose to put up an enormous sheet metal building only six feet away from that splendid historic edifice.

I know there are financial constraints involved. When you build a new structure, you can usually get a lot more of what you want, where you want it than when you start renovating and adding on. I know this... we live in an older, historic house near Wilson Park and we have done extensive renovations on it. It's expensive. We cannot construct the same kind of building for the same amount of money at Washington School as at Holcomb School, for example.

I spent some time last week looking at the very newest plans for the gym which take us back to a brick-faced building and for that I am very pleased. Principal Mike Mason is pleased with the newest plan for a brick building. The incoming president of the P.T.O. is pleased with it. The Historical Society is pleased with it and the city apparently is pleased enough with it to consider adding \$100,000 more to the cost of building it! This is an enormous accomplishment for which I would like to thank all those who have been involved in the process so far! The only thing that is left is for the district to agree to share the expenses with the city so we can get on with letting the bids for construction. The ball is in our court... so to speak. Some creative financing is probably called for here. Maybe something can be shifted in the budget. Maybe we can come up with some private or corporate sponsors. Maybe we can identify some ways to

bring the costs down. We are a bright, well-educated and creative community. I know we can find an answer to this problem, together. Please, let us not rush into an inappropriate solution. Thank you.

I am concerned about safety during construction, though. I have a suggestion to improve the plan. There is a parking lot on the southwest corner of Lafayette and Highland which I believe is owned by the city. If ownership of this lot could be transferred to the school district, perhaps it could be used for teachers' parking and the new gym could be built on the southwest corner of Lafayette and Forest where the teachers park now. This would still leave a big enough space for a ball field on the southeast corner of Lafayette and Highland, right next to the existing cafeteria. It would be a shame to further complicate the small lot we have by dividing it with the gym. The construction of the new building would then be more accessible to the street and a bit further removed from the playground and the school, which will be in session and full of curious kids, during the estimated ten month construction period.



CITY OF FAYETTEVILLE CITY COUNCIL FINAL AGENDA

FAYETTEVILLE CITY COUNCIL JUNE 15, 1999

A meeting of the Fayetteville City Council will be held on June 15, 1999 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

The following items will be considered:

★ **NOMINATING COMMITTEE REPORT:** Appointment of new committee members.

A. CONSENT

1. **MINUTES:** Approval of minutes from June 1, 1999 City Council meeting.
2. **GREATHOUSE PARK BRIDGE:** A resolution approving a construction contract with Tomlinson Asphalt to furnish and install a 10' x 75' prefab steel bridge providing the only access to Greathouse Park. Construction will also include excavation of the channel and concrete abutments. The contract amount is \$102,313 with a project contingency of \$10,000 totaling \$112,313 and a budget adjustment.
3. **YVONNE RICHARDSON CENTER EXPANSION:** A resolution approving an offer and acceptance to acquire property located at 151 E. Mountain Street for future expansion of the Yvonne Richardson Community Center.
4. **WEST FORK WATER:** A resolution approving a contract for the wholesale water purchase contract with the city of West Fork.
5. **BID 99-54:** A resolution approving Bid 99-54 for a breathing air compressor and cascade air storage system for the fire department.
6. **LAND PURCHASE:** A resolution authorizing the City to purchase 1.22 acres of unimproved land from Charles T. Combs for \$34,500 plus closing costs in association with the extension of Sixth Street from Wood Avenue to East Hunstville Road.
7. **DICKSON STREET IMPROVEMENT DISTRICT COMMISSIONERS:** A resolution confirming the reappointment of two commissioners, Carl Collier and Greg House, to the Dickson Street Improvement District.

B. OLD BUSINESS

1. **UNDERGROUND UTILITY EXEMPTIONS:** An ordinance amending Section 166.13 of the Code of Fayetteville allowing for exemptions to the Underground Utility requirements.

C. NEW BUSINESS

1. **VA 99-7:** An ordinance for vacation request VA 99-7 as submitted by Rob Sharp, Architect on behalf of MTM of El Dorado LLC for property located at 1586 Amber Drive. The property is zoned R-1, Low Density Residential. The request is to vacate a portion of a 20' utility easement within Charleston Place subdivision.
2. **INDUSTRIAL PARK - WEST:** A resolution approving an offer and acceptance of property for land in the Industrial Park, as negotiated by the Fayetteville Chamber of Commerce.
3. **OZARKS ELECTRIC CONDEMNATION:** An ordinance authorizing the City Attorney to seek possession of certain land owned by Ozarks Electric Cooperative Corporation located on Highway 16 West in the City of Fayetteville, Arkansas, by power of Eminent Domain, in association with the required easements for the Highway 16 West Water and Sewer Relocations.
4. **WASHINGTON SCHOOL GYM:** Discussion of additional funding for a brick facade for the Washington School gymnasium.

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.

Friday
June 15, 1999

High: 74
Low: 57
Isolated
sprinkles
evening
Weather A10

Partly cloudy

Today is the 166th day of the year. There are 199 days left.

Smiling and 6

55806 40101



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Tuesday

June 15, 1999



Partly
cloudy

High: 74
Low: 57
Isolated
sprinkles
evening.
Weather A10.

Today is the 166th
day of the year.
There are 199
days left.
Sunrise: 6:02 a.m.
Sunset: 8:33 p.m. 6

