FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
CITY COUNCIL
JANUARY 7, 2003

A meeting of the Fayetteville City Council will be held on January 7, 2003 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

OATHS OF OFFICE

Minutes Approved
Special Council Meetings on
November 25, 2002
November 26, 2002

NOMINATING COMMITTEE REPORT

A. CONSENT

1. **APPROVAL OF THE MINUTES**

2. **SALEM MEADOW:** A resolution to accept the recommendation of the Fayetteville Parks and Recreation Advisory Board to accept money-in-lieu of land for Salem Meadows Subdivision.

3. **BOARD OF HEALTH:** A resolution to establish a City Board of Health and the Office of City Health Officer.

4. **MUNICIPAL JUDGE AND COURT CLERK RETIREMENT FUND:** A resolution to create a Board of Trustees to administer the Fayetteville Municipal Judge and Municipal Court Clerk Retirement Fund.

5. **CEMS:** A resolution approving a contract extension for ambulance services in the amount of $150,000 between the City of Fayetteville and Central Emergency Medical Services to operate and maintain an emergency ambulance service to serve the residents of Fayetteville in 2003.

113 WEST MOUNTAIN 72701 479-521-7700
FAX 479-575-8257

B. OLD BUSINESS

1. **RZN 02-40.00:** An ordinance approving RZN 02-40.00 as submitted by Jerry Kelso of Crafton , Tull & Associates on behalf of David Slone for property located behind 3195 N. College and east of Plainview Ave. The property is zoned A-1, Agricultural, C-2, Thoroughfare Commercial and R-1, Low Density Residential and contains approximately 8.84 acres. The request is to rezone to RMF-18, Medium Density, Multi-Family Residential. The ordinance was left on the first reading at the December 17, 2002 meeting.

C. NEW BUSINESS

1. **MT. SEQUOYAH:** A resolution to encourage the negotiation of a contract between the City of Fayetteville and the Methodist Western Assembly Association for the purchase of about seventy acres of forested hillside known as Sequoyah Forest.

2. **ELECTION OF VICE MAYOR**

3. **PARK IMPACT FEES:** An ordinance accepting the Duncan Associates Impact Fee Study for Parks and for Ordinance 4199 to be amended as stipulated in the study.

4. **RZN 02-41.00:** An ordinance approving RZN 02-41.00 as submitted by Norman Moulden for property located at 1504 W. Cato Springs Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.33 acres. The request is to rezone to R-2, Medium Density Residential.

5. **LAND PURCHASE:** A resolution approving the acquisition of three parcels of property, totaling 21.35 acres, in the area of Razorback Road and Dowell Cemetery for conservation and preservation.

6. **MEETING TIMES:** A resolution amending the Rules of Order and Procedure for the Fayetteville Mayor/City Council Section A. City Council Meetings Subsection 1. Regular Meetings.

7. **ALPINE HOLDINGS:** A ordinance waiving the requirements of formal competitive bidding and authorizing the city to lease 20,000 square feet of warehouse space from Alpine Holdings for $4,000 per month to store solid waste residential carts until they can be distributed.

FAYETTEVILLE TOWN CENTER

A & P

December 18, 2002

Ms. Heather Woodruff
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72702

Dear Heather:

I am pleased to forward to the City Council for their ratification the nomination of David McGeady as an A & P Commissioner.

He is the general manager of the Radisson Hotel. I have attached his application. Mr. McGeady will fill the unexpired term of John Gilliam until April 1, 2004.

Please remind the Mayor that he and the City Council will also have to fill the position on the Commission presently held by Kevin Santos.

Sincerely,

Marilyn Johnson

Marilyn Johnson
Director
Convention and Visitor Development

RECEIVED
DEC 19 2002
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

11/26/02

1.What are your qualifications for serving on this committee, including education and expertise in the subject matter?

I have been in the hospitality industry for twenty plus years of those four here in downtown Fayetteville. I am currently the General Manager of the Radisson Fayetteville Hotel, which was previously the Hilton Hotel. All of my hotel positions have always incorporated managing, sales and marketing regardless of the geographic location. I feel that my background is conducive to contributing to this commission and certainly hold stock in how revenue is directly spent, which directly effects all of Fayetteville and the business that I am responsible for.

2. Why would you like to be considered for appointment to this committee?

My interest in the A&P Commission is rather broad brushed. As a Hotel General Manager I would appreciate the opportunity to play a role in the expenditure of the A&P revenues that we contribute to. Secondly, my interest in Fayetteville as a businessman is to assist all of the business's in the city in attracting and retaining group business that benefits all of the city and our residents. I feel my qualifications as a resident of this city and my background of twenty plus years in the hospitality industry can only lend itself as a positive influence to said commission. As a resident and family man I want only the best for Fayetteville and my family.

I feel that Fayetteville can become a destination point for convention business that would continue year round, and I would like to be part of the corner stone that makes that happen. It is my belief that the commission can help bring that to fruition, however it is the people, quality of service and hospitality that will retain and spark interest in future business. Hence I feel that it would be positive for the commission to have a member of the community and an hotelier as part of the decision making process!

Thank You,

David G. McGeady
General Manager
Radisson Hotel

Radisson Hotel Fayetteville
70 North East Avenue • Fayetteville, Arkansas 72701
Telephone: 479-442-5555 • Fax: 479-442-2105
www.radisson.com

Radisson

Meeting of January 7, 2003

	Rock		BD. DM Non report.		
REYNOLDS	✓		✓		
THIEL	✓		✓		
COOK	✓		✓		
MARR	✓		✓		
RHOADS	✓		✓		
DAVIS	✓		✓		
LUCAS	✓		✓		
JORDAN	✓		✓		
COODY	✓				

Consent	BD LJ.				
REYNOLDS	✓				
THIEL	✓				
COOK	✓				
MARR	✓				
RHOADS	✓				
DAVIS	✓				
LUCAS	✓				
JORDAN	✓				
COODY					

Meeting of January 7, 2003 to table

RZN 02-40.00	BD LJ				
REYNOLDS	✓				
THIEL	✓				
COOK	✓				
MARR	✓				
RHOADS	✓				
DAVIS	✓				
LUCAS	✓				
JORDAN	✓				
COODY					

mt Sequoyah.	DM to approve RR				
REYNOLDS	✓				
THIEL	✓				
COOK	✓				
MARR	✓				
RHOADS	✓				
DAVIS	Abstain				
LUCAS	✓				
JORDAN	✓				
COODY					

Meeting of January 7, 2003

Eli vice mayor	BD				
REYNOLDS	✓				
THIEL	✓				
COOK	✓				
MARR	✓				
RHOADS	✓				
DAVIS	✓				
LUCAS	✓				
JORDAN	✓				
COODY					

Park Fees	BT 2ND RE	LD 3RD BD	PASS		
REYNOLDS	✓	✓	✓		
THIEL	✓	✓	✓		
COOK	✓	✓	✓		
MARR	✓	✓	✓		
RHOADS	✓	✓	✓		
DAVIS	✓	✓	✓		
LUCAS	✓	✓	✓		
JORDAN	✓	✓	✓		
COODY					

Meeting of January 7, 2003

RZN 02-41	LJ 2ND BD				
REYNOLDS	✓				
THIEL	✓				
COOK	✓				
MARR	✓				
RHOADS	✓				
DAVIS	✓	LJ AM 2ND			
LUCAS	✓				
JORDAN	✓				
COODY					

LAND PURCHASE	RR BT.				
REYNOLDS	✓				
THIEL	✓				
COOK	✓				
MARR	✓				
RHOADS	✓				
DAVIS	✓				
LUCAS	✓				
JORDAN	✓				
COODY					

Meeting of January 7, 2003

motion/times	DM RR to approve 6:00pm	DM approve			
REYNOLDS	✓	✓			
THIEL	✓	N			
COOK	✓	✓			
MARR	✓	✓			
RHOADS	✓	✓			
DAVIS	✓	N			
LUCAS	✓	✓			
JORDAN	✓	N			
COODY					

alpine holding	RR-2ND BT.	RR 3RD	BASS	BD LA.	
REYNOLDS	✓	✓	✓	✓	
THIEL	✓	✓	✓	✓	
COOK	✓	✓	✓	✓	
MARR	✓	✓	✓	✓	
RHOADS	✓	✓	✓	✓	
DAVIS	✓	✓	✓	✓	
LUCAS	✓	✓	✓	✓	
JORDAN	✓	✓	✓	✓	
COODY					

adj. 9:05.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
CITY COUNCIL
JANUARY 7, 2003

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OATHS OF OFFICE

NOMINATING COMMITTEE REPORT

pass

A. CONSENT

1. **APPROVAL OF THE MINUTES**

pass

01-03 2. **SALEM MEADOW:** A resolution to accept the recommendation of the Fayetteville Parks and Recreation Advisory Board to accept money-in-lieu of land for Salem Meadows Subdivision.

02-03 3. **BOARD OF HEALTH:** A resolution to establish a City Board of Health and the Office of City Health Officer.

03-03 4. **MUNICIPAL JUDGE AND COURT CLERK RETIREMENT FUND:** A resolution to create a Board of Trustees to administer the Fayetteville Municipal Judge and Municipal Court Clerk Retirement Fund.

04-03 5. **CEMS:** A resolution approving a contract extension for ambulance services in the amount of $150,000 between the City of Fayetteville and Central Emergency Medical Services to operate and maintain an emergency ambulance service to serve the residents of Fayetteville in 2003.

113 WEST MOUNTAIN 72701 479-521-7700
FAX 479-575-8257

B. OLD BUSINESS

table until next meeting.

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C. NEW BUSINESS

PASS 05-03

1. **MT. SEQUOYAH:** A resolution to encourage the negotiation of a contract between the City of Fayetteville and the Methodist Western Assembly Association for the purchase of about seventy acres of forested hillside known as Sequoyah Forest.

2. **ELECTION OF VICE MAYOR** BOB DAVIS.

4454 PASS

3. **PARK IMPACT FEES:** An ordinance accepting the Duncan Associates Impact Fee Study for Parks and for Ordinance 4199 to be amended as stipulated in the study.

left on 2nd

4. **RZN 02-41.00:** An ordinance approving RZN 02-41.00 as submitted by Norman Moulden for property located at 1504 W. Cato Springs Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.33 acres. The request is to rezone to R-2, Medium Density Residential.

06-03 PASS

5. **LAND PURCHASE:** A resolution approving the acquisition of three parcels of property, totaling 21.35 acres, in the area of Razorback Road and Dowell Cemetery for conservation and preservation.

07-03 PASS

6. **MEETING TIMES:** A resolution amending the Rules of Order and Procedure for the Fayetteville Mayor/City Council Section A. City Council Meetings Subsection 1. Regular Meetings. 6:00 start time.

4455 PASS + E.C. PASS

7. **ALPINE HOLDINGS:** A ordinance waiving the requirements of formal competitive bidding and authorizing the city to lease 20,000 square feet of warehouse space from Alpine Holdings for $4,000 per month to store solid waste residential carts until they can be distributed.

adj 9:05

Wendi 1/14

RESOLUTION NO. ______

A RESOLUTION APPROVING A CONTRACT EXTENSION FOR AMBULANCE SERVICES IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) BETWEEN THE CITY OF FAYETTEVILLE AND CENTRAL EMERGENCY MEDICAL SERVICES, INC. TO OPERATE AND MAINTAIN AN EMERGENCY AMBULANCE SERVICE TO SERVE THE RESIDENTS OF FAYETTEVILLE IN 2003

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an extension of a contract for services pursuant to paragraph 6 of the contract in the amount of One Hundred Fifty Thousand Dollars ($150,000.00) between the City of Fayetteville and Central Emergency Medical Services, Inc. to operate and maintain an emergency ambulance service to serve the residents of Fayetteville for all of 2003. A copy of the original contract is attached hereto marked Exhibit "A" and made a part hereof.

PASSED and **APPROVED** this the 7th day of January, 2003.

APPROVED:

By: DRAFT ______________________
DAN COODY, Mayor

ATTEST:

By: ______________________
Heather Woodruff, City Clerk

EXHIBIT A

Res. 129-01

CITY OF FAYETTEVILLE
CONTRACT FOR SERVICES

This Agreement is entered into on this 18 day of, September 2001 between the City of Fayetteville, hereinafter known as the "City" and Central Emergency Medical Service, hereinafter known as "CEMS," an Arkansas not-for-profit corporation.

WHEREAS the City has determined that a public need exists for an emergency ambulance service that operates within the city limits of Fayetteville to serve Fayetteville residents,

WHEREAS CEMS has developed an emergency ambulance service that operates within the City limits and serves Fayetteville residents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and CEMS agree as follows:

1. This Agreement will begin on the date first written above.

2. CEMS agrees to develop, operate, and maintain an emergency ambulance service that serves Fayetteville residents and respond to all emergency medical calls for service within the city limits of Fayetteville in conjunction with the Fayetteville Fire Department's emergency response units.

3. CEMS agrees to provide written quarterly and annual reports to the City that describes the activities undertaken during the preceding period and also to report on the following performance measures: Number of calls responded to, average response time for these calls, with the understanding that the parameters for calculating the average response time will be from the time the call is verified at the CEMS medical communication center until arrival at the incident location by the first arriving transporting ambulance. "Time call is verified" shall be the moment the communication center personnel receive both sufficient location information to know where a response is required and sufficient information to determine the presumptive run priority designation. "Arrival at incident location" means the moment an ambulance crew notifies the medical communication center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous material/violent crime incidents or non-secured scenes), arrival at the scene shall be the time the ambulance arrives at the designated staging location. The quarterly reports are to be submitted to the Project Coordinator by April 10, July 10, October 10, and January 10 for the preceding calendar quarter. The data will be reported for the current quarter, current year-to-date, and prior year-to-date.

4. CEMS agrees to make available all records as required to confirm compliance with this contract for review by the City and City auditors as requested, and to provide the City with

EXHIBIT A

an annual audit performed by a certified public accountant licensed by the State of Arkansas. CEMS agrees to comply with the Arkansas Freedom of Information Act as applicable. Requests for records shall follow compliance requirements of the Health Insurance Portability and Accountability Act (HIPAA).

5. For the purposes of this Agreement, the Project Coordinator for the City will be the City Fire Chief or his/her designee. The Project Coordinator for CEMS will be CEMS Administrator Tony Hickerson or his successor or designee. Communications pertaining to this agreement will be through the respective Project Coordinators for the City and CEMS.

6. Terms of Performance. The term of performance for this agreement will expire December 31, 2001 and may be extended for an additional three years subject to approval of a budget containing funding for the service.

7. CEMS will hold harmless, defend, and indemnify the City, from any and all claims, actions, suits, charges and judgements whatsoever that arise out of the performance or nonperformance of the services or subject matter in this Agreement.

8. Budget. The City agrees to pay and CEMS agrees to accept, as payment for its services under this contract, in 2001, $145,237.00 plus a City provided passenger vehicle or a light duty pickup truck to be used by CEMS for CEMS official business use. CEMS acknowledges that $96,825.00 has been paid through August 31, 2001 of the total amount contracted for in 2001. CEMS agrees to provide insurance coverage for the vehicle provided by the City and to maintain this vehicle to acceptable standards and schedules. The amounts to be paid for services in future budget years are dependent on the amounts appropriated by City Council for each budget year. Nothing in this paragraph shall be construed as prohibiting CEMS from charging and collecting fees for service, or receiving revenues and income from other sources.

9. CEMS must provide and maintain in force at all times during the term of the contract insurance for worker's compensation as provided by state statute, commercial general liability, and automobile liability. Such policies will be issued by companies authorized to do business in the State of Arkansas. Minimum amounts required for commercial general liability and automobile liability are $1,000,000.

   For any work sublet, CEMS will require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under workers' compensation insurance, CEMS will provide and will cause each subcontractor to provide adequate employers' liability insurance for the protection of such of his employees as are not otherwise protected.

A certificate of insurance addressed to the City listing the above coverages is to be submitted with contract approval. The premiums for all insurance required herein will be paid by CEMS.

10. The City will make the payments in equal monthly installments with the left over amount being paid in December of each year.

11. Notices. All notices required or permitted under this agreement will be submitted in writing to the other party in this agreement by certified mail, return receipt requested, which notice will be effective three (3) days after deposit therein addressed to the following:

City of Fayetteville	CEMS
Dan Coody	Tony Hickerson
Mayor	Administrator
113 West Mountain St.	645 South School Ave
Fayetteville, AR 72701	Fayetteville, AR 72701

12. Neither party may assign any of its rights or obligations under this agreement, without the express written consent of the other party. Nor shall this agreement be construed to bestow any rights or benefits upon anyone other than CEMS and the City.

13. The parties agree and understand that this Agreement is exclusive of any and all other agreements, and that it in no way alters, amends or abridges any rights, obligations or duties of the parties contained in such agreements.

14. A waiver by either party of any terms or conditions herein shall be limited to that particular instance, and shall not be construed as a general waiver of any other breaches by either party.

15. Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this agreement shall be valid unless made in writing and signed by the duly authorized agents of the City and CEMS.

16. Severability. Each paragraph of this agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

17. Interpretation. This agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

18. Tax Exempt Status: Attached hereto and made part hereof is a copy of the correspondence from the Internal Revenue Service dated 05-27-1983 confirming the 501(c)(3) tax exempt status of the Central Emergency Medical Service.

RES. 129-01

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

Central Emergency Medical Services, Inc.	**City of Fayetteville**
Tony Hickerson	Dan Coody
Tony Hickerson, Administrator	Dan Coody, Mayor
	Heather Woodruff
Attested By:	Attested By:

RESOLUTION NO. ______

A RESOLUTION TO ENCOURAGE THE NEGOTIATION OF A CONTRACT BETWEEN THE CITY OF FAYETTEVILLE AND THE METHODIST WESTERN ASSEMBLY ASSOCIATION FOR THE PURCHASE OF ABOUT SEVENTY ACRES OF FORESTED HILLSIDE KNOWN AS SEQUOYAH FOREST

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby encourages the city administration to enter into negotiations to purchase about seventy acres of forested hillside known as Sequoyah Forest from the Methodist Western Assembly Association and to bring a proposed contract for such purchase to the City Council for its consideration and approval.

PASSED and **APPROVED** this the 7th day of January, 2003.

APPROVED:

By: DRAFT
DAN COODY, Mayor

ATTEST:

By: ______________________
Heather Woodruff, City Clerk

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS
KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY
LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody**, Mayor
City Council

CC: **Steve Davis, Administrative Services Director**

FROM: **Kit Williams**, City Attorney

DATE: **January 2, 2003**

RE: **Short term financing for proposed purchase of "Sequoyah Forest"**

I was asked whether it would be legal for the City to purchase real estate (such as Sequoyah Forest) over a period of time. As many of you know, cities in Arkansas traditionally were not allowed to finance purchases of equipment or land over several years without special elections, bond issuances, etc.

To ease short term financing by governments, the legislature proposed and the voters approved Amendment 78. Section 2 of Amendment 78 states:

> "(a) For the purpose of acquiring, constructing, installing or renting real property or tangible personal property having an expected useful life of more than one (1) year, municipalities and counties may incur short-term financing obligations maturing over a period of, or having a term, not to exceed five (5) years."

Therefore, the City of Fayetteville can now apparently "acquire ... real property ... (by using) short-term financing obligations ... not to exceed five (5) years."

There are other limitations on our right to incur such indebtedness based upon any other short-term indebtedness and assessed value of city and county land { see Amendment 78 §2(a)(2) }. I leave those calculations and decisions to Budget and Accounting and our Financial Advisor. The City needs to be very careful in determining whether the $25.5 million bond issuance for initial engineering, etc. of a Wastewater Project could be interpreted to be a "short-term financing obligation" { as defined in §2(b)(1) } and thus count against the available amount of short-term debt the City would be allowed under Amendment 78.

I have enclosed a copy of Amendment 78 for your information.

§ 1. Redevelopment Projects.

(a) Any city or county may form a redevelopment district for the purpose of financing one (1) or more redevelopment projects within the district.

(b) A city or county which has formed a redevelopment district may issue bonds for the purpose of financing capital improvements for redevelopment projects within the district. The bonds may be secured by and be payable from all or a portion of the division of ad valorem taxes in the district provided for in (d) below. The bonds shall not be considered in calculating debt limits for bonds issued pursuant to Article XII, Section 4, of the Arkansas Constitution and shall not be subject to the provisions of Article XVI, Section 1 of the Arkansas Constitution or Amendments 62 or 65 to the Arkansas Constitution.

(c) For purposes of this section, the term "redevelopment project" means an undertaking for eliminating, or preventing the development or spread of, slums or blighted, deteriorated, or deteriorating areas, for discouraging the loss of commerce, industry, or employment, or for increasing employment, or any combination thereof, as may be defined by the General Assembly.

(d) The General Assembly may provide that the ad valorem taxes levied by any taxing unit, in which is located all or part of an area included in a redevelopment district, may be divided so that all or part of the ad valorem taxes levied against any increase in the assessed value of property in the area obtaining after the effective date of the ordinance approving the redevelopment plan for the district shall be used to pay any indebtedness incurred for the redevelopment project; provided, however, there shall be excluded from the division all ad valorem taxes for debt service approved by voters in a taxing unit prior to the effective date of this amendment.

(e) After the effective date of an ordinance approving the redevelopment plan for the district, no increase in the assessed value of property in a redevelopment district shall be taken into account for purposes of calculating increases in the aggregate value of taxable real and personal property in a taxing unit pursuant to Article XVI, Section 14 of the Arkansas Constitution.

(f) Any provision of the Constitution of the State of Arkansas in conflict with this section is repealed insofar as it is in conflict with this amendment.

(g) The General Assembly shall provide for the implementation of this section by law.

§ 2. [Short-term financing obligations].

(a) For the purpose of acquiring, constructing, installing or renting real property or tangible personal property having an expected useful life of more than one (1) year, municipalities and counties may incur short-term financing obligations maturing over a period of, or having a term, not to exceed five (5) years. Such obligations may bear interest at either:

(1) a fixed rate throughout the term thereof, including a fixed interest rate which is to be determined by reference to an index or other formula, but not to exceed the maximum lawful rate of interest for fixed rate obligations, or

(2) a rate which may vary at such times and under such circumstances as the parties may agree, whether or not the interest rate in fact varies, but not to exceed the maximum lawful rate of interest for variable rate obligations. The maximum lawful rate of interest for fixed rate obligations is the formula rate in effect on the date the obligation is incurred, regardless of when such interest is to begin to accrue. The maximum lawful rate of interest for variable rate obligations is the formula rate in effect on the date such interest accrues. The aggregate principal amount of short-term financing obligations incurred by a municipality or a county pursuant to this section shall not exceed five percent (5%) of the assessed value of taxable property located within the municipality or two and one half percent (2.5%) of the assessed value of taxable property located within the county, as determined by the last tax assessment completed before the last obligation was incurred by the city or county. The total annual principal and interest payments in each fiscal year on all outstanding obligations of a municipality or a county pursuant to this section shall be charged against and paid from the general revenues for such fiscal year, which may include road fund revenues. Tax revenues earmarked for solid waste disposal purposes may be used to pay printing and other costs associated with bonds issued under this amendment for solid waste disposal purposes.

(b) As used here:

(1) "Short-term financing obligation" means a debt, a note, an installment purchase agreement, a lease, a lease-purchase contract, or any other similar agreement, whether secured or unsecured; provided, that the obligation shall mature over a period of, or have a term, not to exceed five (5) years;

(2) "Formula rate" means that rate of interest which is five percentage points (5%) above the equivalent bond yield of one year United States Treasury Bills offered by the United States Treasury at the last auction during the immediately preceding calendar quarter, calculated by rounding up to the nearest one-fourth of one percentage point (0.25%) (unless the equivalent bond yield is already by a multiple of one-fourth of one percentage point), and announced by the State Bank Commissioner (or such successor official who may be performing substantially the same duties) from information available from the Federal Reserve System of the United States. The calculation of the formula rate shall be made on or before the tenth (10th) day of each calendar quarter. The formula rate so calculated shall be effective on the eleventh (11th) day of the calendar quarter and shall continue in effect until the formula rate for the succeeding calendar quarter shall have been calculated and becomes effective. If, for any reason, the United States ceases to issue one year Treasury Bills, such calculation

ORDINANCE NO. ______

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING THE CITY TO LEASE 20,000 SQUARE FEET OF WAREHOUSE SPACE FROM ALPINE HOLDINGS FOR $4,000.00 PER MONTH TO STORE SOLID WASTE RESIDENTIAL CARTS UNTIL THEY CAN BE DISTRIBUTED

WHEREAS, the City of Fayetteville initially leased warehouse space from Alpine Holdings on November 25, 2002 for less than ten thousand dollars, and moved thousands of residential solid waste carts into the leased premises; and

WHEREAS, the leased premises will be needed to be leased longer than originally contemplated because of a production shutdown at the facility manufacturing the garbage trucks needed to handle the carts; and

WHEREAS, adding the initial lease payment to the additional amount of lease payment required to store the carts long enough for the new distribution schedule exceeds $10,000.00, which normally requires formal bidding by the City; and

WHEREAS, because of the substantial expenses and employee time which would be required to move the thousands of carts to a different leased storage facility and Alpine Holdings' agreement to continue to lease its warehouse at its initially agreed monthly rate, the City Council finds that circumstances exist that constitute an exceptional circumstance where competitive bidding is not feasible nor practical.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby waives the requirements of formal competitive bidding for the lease of 20,000 square feet of warehouse space from Alpine Holdings for $4,000.00 per month to store solid waste residential carts until they can be distributed.

Section 2. Emergency Clause. That the City Council of the City of Fayetteville, Arkansas having found that the storage of thousands of residential solid waste cars is essential to provide adequate sanitation services to the citizens of Fayetteville without undue delay, hereby declares this ordinance to be necessary to preserve the public health, and because of such, an emergency is

DRAFT

hereby declared to exist and this ordinance shall be in full force and effect from the date of its passage and approval.

PASSED and **APPROVED** this the 7th day of January, 2003.

APPROVED:

DRAFT

By: ______________________________
DAN COODY, Mayor

ATTEST:

By: ______________________________
Heather Woodruff, City Clerk

MINUTES OF A SPECIAL MEETING
OF THE
CITY COUNCIL
NOVEMBER 25, 2002

A special meeting of the Fayetteville City Council was held on November 19, 2002, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Mayor Coody, Aldermen, Davis, Santos, Jordan, Reynolds, Thiel, Young, Marr and Bechard, City Attorney Kit Williams and City Clerk Heather Woodruff, Staff, Press and Audience.

PARTY TIME PONIES: A resolution approving a Certificate of Public Convenience and Necessity for Party Time Ponies allowing them to operate pony rides.

Ms. Woodruff stated they have submitted their insurance and their coggins was up to date.

Ms. Julie Johansen stated she would like for the council to abolish the helmet law that was required in the ordinance, because of sanitation. When they use the same helmet from child to child they run the risk of passing head lice and other parasitic activity. There is not an affective spray that can be sprayed on the helmets to kill the head lice, it is not feasible. The ponies will be on a ring this year on the northeast corner of the square. They will be attached to a pony ring verses walking around the square, which will be a safer environment for the children.

Mr. Ray Dotson, an area resident, stated he had a problem with the ordinance because they have a license to drive the carriages.

In response to questions, Ms. Woodruff stated the driver's license permit had been in the ordinance previously.

Mr. Dotson stated the driver's license was a headache for the carriage people. He would also like to address the fee increase. He thought it was an excessive fee for a carriage ride.

Ms. Woodruff stated the fees had been increased from one hundred dollars to two hundred and fifty dollars per year. It did not affect Mr. Dotson's license this year because he purchased the license last year, but in January his fee will go up to two hundred and fifty dollars. Party Times Ponies will have to pay two hundred and fifty dollars this year.

Alderman Thiel moved to approve the resolution. Alderman Marr seconded. The motion carried unanimously.

IMPACT FEES: An ordinance enacting impact fees for all territory within the City's water and wastewater service areas including areas outside the corporate city limits and within the service areas located within Washington County and other incorporated cities. The ordinance was left on the 1st reading at the November 19, 2002 City Council meeting.

Alderman Santos moved to suspend the rules and move to the second reading. Alderman Jordan seconded. Upon roll call the motion carried 6-3, Davis, Reynolds and Bechard voting nay. Mayor Coody voting yea.

Mr. Duncan stated they are down to just water and waste water impact fees. Their study had documented that there was a need and a growth potential. Fayetteville had the potential to double in the next two decades. Impact fees, unlike other types of charges, are a one time charge, they are not reoccurring taxes. The courts had indicated that for impact fees to be legal it had to be a fee and would not have the features of a tax. An impact fee is only assessed on new development, it is not assessed on existing development. Since we are only taking about a water and wastewater impact fee, the time that the fee would be assessed would be at the time of a water meter purchase. An impact fee could only reflex the actual net cost of growth, it is controlled. You can not just charge what ever you want to. Their fee had been only based on the cost of the treatment plant expansion cost. Water treatment, they are only looking at the distribution line cost for water treatment, that is because it is not owned by the city. Their plant served Fayetteville and three other communities. Residential fees are based on household size and non-residential fees are based on meter size. When they started the study, all of the fees were based on meter size. Impact fee studies should be based upon local data. The costs do vary between communities. He summarized the cost per residential unit and non-residential unit and their methodology for figuring the fee.

Alderman Thiel stated she had some real concerns about the non-residential fees.

Mr. Duncan stated water and waste water is based on meter size. Water and wastewater fees probably have less impact on non-residential than any other facility. Most non-residential uses were not big water and wastewater uses. In terms of relative impact to residential, non-residential does not consume a lot of water. Most of the non-residential meters were going to be in the one to three inch size.

Alderman Davis stated most non-residential developments would not be big water users, but they were going to be charged $2,826 to come to Fayetteville. From what their attorneys are telling them they could not pass the impact fee on to the other cities that used their facilities.

Alderman Reynolds expressed concern about an existing house having to pay for sewer hook up when connects were finally made available.

Mr. Duncan stated many communities wanted to try and get those existing developments off septic tanks and onto sewer systems. Some cities make concessions to get them onto the system.

Ms. Thiel stated the ordinance stated it included existing developments.

Mr. Williams stated it could be amended by striking "existing or" and just require it to be new development and not existing developments with new connections, which is how the proposed ordinances reads.

Alderman Reynolds moved to amend the ordinance striking "existing or" from sections A and B. Alderman Thiel seconded.

Alderman Young questioned what would happen if an existing house had a standard meter and they wanted to increase their meter size, would they have to pay an impact fee.

Mr. Duncan stated those were local policy issues and that they could do what ever they wanted to do. They did not have to charge the impact fee.

Mr. Marr read the ordinance, "in the event of redevelopment or reconstruction, change of use from existing development the fee shall be the difference between the fee for entire redevelopment or reconstruction."

Alderman Young stated the ordinance actually charges for the actual use of the property. If they get a sprinkler system that required an eight or twelve inch line, but they only use an inch and a half meter, they were charged for an impact fee as if there was an inch and half meter.

Mr. Williams stated it was in the ordinance under fire suppression and low pressure.

Alderman Young asked if that applied to residential or any plan within the city or just commercial.

Mr. Duncan stated he read it to mean anywhere within the city. They would still pay the standard typical meter rate. They would not have to pay for the pressure condition.

Alderman Santos stated residential developments do not pay by the meter size, they pay by the square foot size. He questioned if they added on to their existing home would they be responsible for the difference in the impact fees.

Mr. Duncan stated that was a policy issue. Most of the communities did not require that. If they went by variable rate, then whatever the house was built at should be the size for what they purchase.

Upon roll call the motion carried 7-1, Marr voting nay.

Alderman Santos stated they needed to make it clear whether they wanted to charge the difference between what the existing fee would be for additions to residential units. He did not think that they should charge for those additions.

Alderman Santos moved to add to the end of the section D.2., "Enlargement of a single family home will not require any impact fee." Alderman Davis seconded.

Mr. Mark Sugg stated he was a property owner. He questioned if an existing house had been torn down and there was an existing meter still there and he built a duplex, did he have to pay two impact fees?

Mr. Duncan stated if there was an existing structure, then they already had a vested right to the facility so they did not have to pay. He had the right to a single family home and he would only have to pay the incremental difference.

In response to concerns from Alderman Marr, Alderman Young stated the existing houses / people had already paid for the infrastructure. The new construction, they were the ones creating the need for the new facilities. If they had an existing house that burnt down and wanted to build a new larger house, in his opinion they should pay the difference between the old size and the new size house.

Alderman Marr stated under this amendment, that example would not have to pay.

In response to questions, Mr. Duncan stated 95% of all water and waste water impact fees in this country are a one size fits all.

Alderman Bechard stated if they were wanting to use variable rates in order to be fair, then when someone enlarged a home, then they should pay the difference.

Alderman Santos stated adding on to a home was not usually to accommodate extra residents, it was to make their homes more comfortable. The existing structure had already bought in, that was why they wanted to charge impact fees to new developments.

Alderman Bechard stated they had to come to terms with some consistent approach to how they were going to fund this and charge people so they could be fair across the board.

Alderman Thiel suggested that they consider exempting their CDBG Target area. There should be some provisions for waiver of impact fees for low income homes. She liked the idea of eliminating the sliding scale that they had started off with and consider a target area to exempt and the ability to grant waivers based an a certain criteria.

Alderman Young stated he was concerned if a fee was going to be charged to enlarge a structure and if they went with the meter sized to assess the impact fee, then when they enlarge the structure they would not increase the size of the meter.

Alderman Santos stated they needed to stick with standards and averages. There would be exceptions. He thought the sliding scale would be the fairest way to enact the impact fees and charge the people who are creating the demand the proper amount.

Alderman Thiel stated she thought there were better ways to calculate the fee than on square footage. She thought it should be based on the cost of the house and how much the house was going to be sold for. The sliding scale was very confusing. She would prefer going back to the idea of the meter rather than the square footage. Then if someone wanted to build low income housing, then they had to come before the council and ask for a waiver. They could set up a criteria for low income.

Mr. Jeff Erf stated he liked the idea of basing the fee on square footage. People who afford a large home could afford a higher impact fee.

Mr. Sugg stated the plumbing permits were based on the number of fixtures. He thought that would be a good way to calculate the impact fee.

Mr. Duncan stated fixtures were rarely used.

Dr. Mark Lindsey stated nationally there was a program called RUBS a multi-family property that is not able to raise rent because it was maxed out in the area, looks at charging the residents their share of the bulk water and sewer use. It is determined not only by square feet, but by the number of people in the household. It comes into a closer prorate share of service and is nationally accepted.

Upon roll call the motion carried 5-3, Young, Marr and Bechard voting nay.

Mr. Williams suggested rewording the definition of new construction to read, "any construction or expansion of a non-single family home or other building structure or use. Any change in use of a non-single family home or building structure or land".

Alderman Thiel moved to approve the amendment. Alderman Santos seconded. The motion carried unanimously.

Alderman Young asked for an interpretation of D.3 and D.5. What were they doing in those two?

Mr. Duncan stated D.3 was related to mixed use projects. They would have to calculate it all, add it up, and the total was the compost.

Alderman Young asked on D.5. if irrigation meters would be assessed impact fees.

Mr. Duncan stated they would not be assessed a wastewater impact fee. There would be a water fee.

Alderman Thiel presented a map of the target area for their HUD funds. She suggested that they exempt this area of town from impact fees.

Alderman Marr asked if the recommendation only applied to residential fees or would non-residential fees be exempted.

Alderman Thiel stated it should only be residential.

Mr. Duncan stated if they did not charge for improvements in that area, then they could not build any improvements. If they decided to exempt residential in this area, he recommended that they exempt non-residential because they needed to treat them equally and fairly.

Alderman Young questioned if they did not collect the impact fee in this area, then they could not spend money in there. What they were really saying was that they could not spend impact fee money.

Mr. John Williams, an area resident, stated he supported impact fees and had paid taxes for years.

Mr. Jeff Martin, an area resident and local homebuilder, presented a presentation against impact fees. They did have alternative solutions to impact fees. One of which is a water/sewer rate increase. The stake holder's group findings were inconclusive. They did not agree on any one impact fee or any one decision. He suggested that the council wait until the State legislature passed a law regarding impact fees.

Mr. Bill Burkhart, Home Builders Association, stated he had participated in the impact fee discussion for the past three years. Impact fees are very vague laws, they could be challenged and there is no way to be equitable in all cases. He thought the ordinance was fundamentally flawed. The State legislature was working on guidelines for impact fees this year, he suggested that they wait until they had finished.

Alderman Young asked Mr. Burkhart if the Home Builders would support impact fees in Fayetteville, if they matched the State legislation.

Mr. Burkhart stated yes. In his opinion they would be challenged across the board.

Alderman Young asked how the proposed ordinance was different from the State legislation.

Mr. Burkhart stated it did not match their 2006 capital improvement plan. So they could not say that it was directly related to their CIP or the cost that it bears. They had a sliding scale as a formula to show what their cost were. Costs is not how much the square footage is.

Mr. Jeff Erf, an area resident, asked them to act on the proposed ordinance. They did not know if it was going to pass.

Mr. Bill Molher stated the issue was fairness to people who already live in this town. Without impact fees, the burn of the cost of growth fall on the current residents that already occupy homes.

Mr. Mike Henry, Realtor Association, stated the realtors in this State are opposed to impact fees. They thought there were better ways to fund the cost of infrastructure. They were supportive of the Senator Bisbee legislation.

Mr. Tim McMann, an area resident, asked if the impact fee money would be applied to fixing their problem with raw sewage flowing into their waterways.

Mayor Coody stated it would add capacity to the new plant.

Mr. McMann stated if they would raise the rates, the water people would use less and they would then be promoting conservation. He suggested that they raise the water and sewer rates rather than impact fees.

Ms. Amy McMillan, an area resident, asked why they had not included fire protection in their impact fee.

Mr. Williams stated the Supreme Court had ruled it illegal.

Alderman Reynolds stated he did not believe that this covered enough area. Every one that he had talked to had wanted streets, more police and more firemen. He thought it needed to involve more things.

Alderman Bechard stated he was against this impact fee. He would support an impact fee to improve their fire stations and improve their roads. He was for optimizing a revenue stream. Fayetteville had the lowest city taxes in the area.

THE ORDINANCE WAS LEFT ON THE SECOND READING AS AMENDED.

Meeting Adjourned at 10:05 pm

MINUTES OF A SPECIAL MEETING
OF THE
CITY COUNCIL
NOVEMBER 26, 2002

A special City Council meeting was held on November 26, 2002, at 4:30 p.m. in Room 326 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Mayor Coody, Aldermen Santos, Jordan, Reynolds, Thiel, Marr, Bechard, and Davis, City Attorney Kit Williams, City Clerk Heather Woodruff, Staff, Press and Audience.

PARTY TIME PONIES: An ordinance waiving the requirement that "Every rider wears a bicycle-type safety helmet while riding on horseback" under specific circumstances and to declare an emergency.

Mr. Williams read the ordinance.

Mayor Coody stated there was a problem with the head lice issue.

Alderman Thiel stated she thought that they should pass this waiver, but they should come back and look at this ordinance at a later date.

Alderman Marr moved to amend the ordinance with the waiver until January 1, 2003. Alderman Davis seconded. The motion carried unanimously. Upon roll call the motion carried unanimously.

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

Mr. Williams read the ordinance.

Alderman Jordan moved to suspend the rules and move to the third and final reading. Alderman Marr seconded. The motion carried unanimously.

Mr. Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Alderman Santo moved to approve the emergency clause. Alderman Jordan seconded. The motion carried unanimously.

ORDINANCE 4441 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Meeting adjourned at 4:45 p.m.

FAYETTEVILLE TOWN CENTER

December 18, 2002

Ms. Heather Woodruff
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72702

Dear Heather:

I am pleased to forward to the City Council for their ratification the nomination of David McGeady as an A & P Commissioner.

He is the general manager of the Radisson Hotel. I have attached his application. Mr. McGeady will fill the unexpired term of John Gilliam until April 1, 2004.

Please remind the Mayor that he and the City Council will also have to fill the position on the Commission presently held by Kevin Santos.

Sincerely,

Marilyn Johnson

Marilyn Johnson
Director
Convention and Visitor Development

RECEIVED
DEC 19 2002
CITY OF FAYE... ...LLE
CITY CLERK'S OFFICE

Application Form
for appointment to City Boards, Commissions, and Committees

ame DAVid G McGEAdy / LORIE Soc. Sec. # 183444400

If married, please give spouse's first name

727 Applebury Drive
esident Street Address

Length of residency in Fayetteville 4

FAYETTEVILLE AR 72701
ty State Zip Code

How did you find out about opening(s)?
MS. Marilyn JOHNSON

70 N EAST AVE, FAYETTEVILLE 72701
ailing Address Zip Code

lephone Number: Home: 5750536

Business: 4425555

References:
Name Phyllis Tucker
Address 123 W. MOUNTAIN
Phone 5215776

cupation/Employer Name
GENERAL MANAGER RADISSON HOTEL

Name ANITA SCISM
Address P.O. BOX 3547
Phone 443-9216

oice of Committee
A & P COMMISSION

ice Use Only Terminate Appointed
m Expires Replaced

What are your qualifications for serving on this committee, including education and expertise in the subject matter?

Why would you like to be considered for appointment to this committee?

se fill out application COMPLETELY and return to: Heather Woodruff *M Marilyn Johnson*
City Clerk's Office
113 W. Mountain Street, Fayetteville 72701

have any questions call 575-8323

11/26/02

1.What are your qualifications for serving on this committee, including education and expertise in the subject matter?

I have been in the hospitality industry for twenty plus years of those four here in downtown Fayetteville. I am currently the General Manager of the Radisson Fayetteville Hotel, which was previously the Hilton Hotel. All of my hotel positions have always incorporated managing, sales and marketing regardless of the geographic location. I feel that my background is conducive to contributing to this commission and certainly hold stock in how revenue is directly spent, which directly effects all of Fayetteville and the business that I am responsible for.

2. Why would you like to be considered for appointment to this committee?

My interest in the A&P Commission is rather broad brushed. As a Hotel General Manager I would appreciate the opportunity to play a role in the expenditure of the A&P revenues that we contribute to. Secondly, my interest in Fayetteville as a businessman is to assist all of the business's in the city in attracting and retaining group business that benefits all of the city and our residents. I feel my qualifications as a resident of this city and my background of twenty plus years in the hospitality industry can only lend itself as a positive influence to said commission. As a resident and family man I want only the best for Fayetteville and my family.

I feel that Fayetteville can become a destination point for convention business that would continue year round, and I would like to be part of the corner stone that makes that happen. It is my belief that the commission can help bring that to fruition, however it is the people, quality of service and hospitality that will retain and spark interest in future business. Hence I feel that it would be positive for the commission to have a member of the community and an hotelier as part of the decision making process!

Thank You,

David G. McGeady
General Manager
Radisson Hotel

Radisson Hotel Fayetteville
70 North East Avenue • Fayetteville, Arkansas 72701
Telephone: 479-442-5555 • Fax: 479-442-2105
www.radisson.com

Radisson

STAFF REVIEW FORM

XX Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of: January 7, 2003

FROM:

Connie Edmonston	**Parks & Recreation**	**Urban Development**
Name	Division	Department

ACTION REQUIRED:
Resolution to accept the recommendation of the Fayetteville Parks and Recreation Advisory Board to accept money-in-lieu of land for Salem Meadows Subdivision.

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

Budget Manager

Administrative Services Director

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

Marsha Farthing 12/12/02
Accounting Manager Date

ADA Coordinator Date

12/16
City Attorney Date

Nancy Smith 12/13/02
Internal Auditor Date

12/16/02
Purchasing Officer Date

STAFF RECOMMENDATION:
Approval of Resolution.

Connie Edmonston 12-10-02
Division Head Date

Hugh Earnest 12-11-02
Department Director Date

12/16/02
Administrative Services Director Date

Dan Coody 12/18/02
Mayor Date

Cross Reference

New Item: X Yes __ No

Prev Ord/Res #: ________

Orig Contract Date: ________

STAFF REVIEW FORM

Description Salem Meadows Subdivision Meeting Date January 7, 2003

Comments: Reference Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Mayor Coody and City Council

THRU: Hugh Earnest, Urban Development Director HE

FROM: Connie Edmonston, Parks and Recreation Superintendent CE

DATE: December 10, 2002

SUBJECT: **Salem Meadows Subdivision**

Background

Salem Meadows Subdivision is a proposed large scale development located on Salem Road west of Holcomb Elementary School and Gary Hampton Softball Complex. The owner is Palmco Properties, L.L.C., John Alford and the engineering firm is Landtech Engineering. The development contains 101 single family units on 39.95 acres. The requirement for park land is 2.5 acres and money in lieu is $47,470. The Park Land Dedication Ordinance states if a large scale development is over 40 acres or 100 units, the requirement is land.

> "...*However, if the Parks and Recreation Advisory Board determines that a neighborhood park is not feasible or advisable, it may recommend to the City Council that a cash contribution pursuant to our ordinance be accepted in lieu of land dedication. The City Council will either accept the recommendation for a cash contribution or return the subdivision plat to the Parks Board with instructions or further study.*" (Unified Development Ordinance No. 166.03K)

Current Status

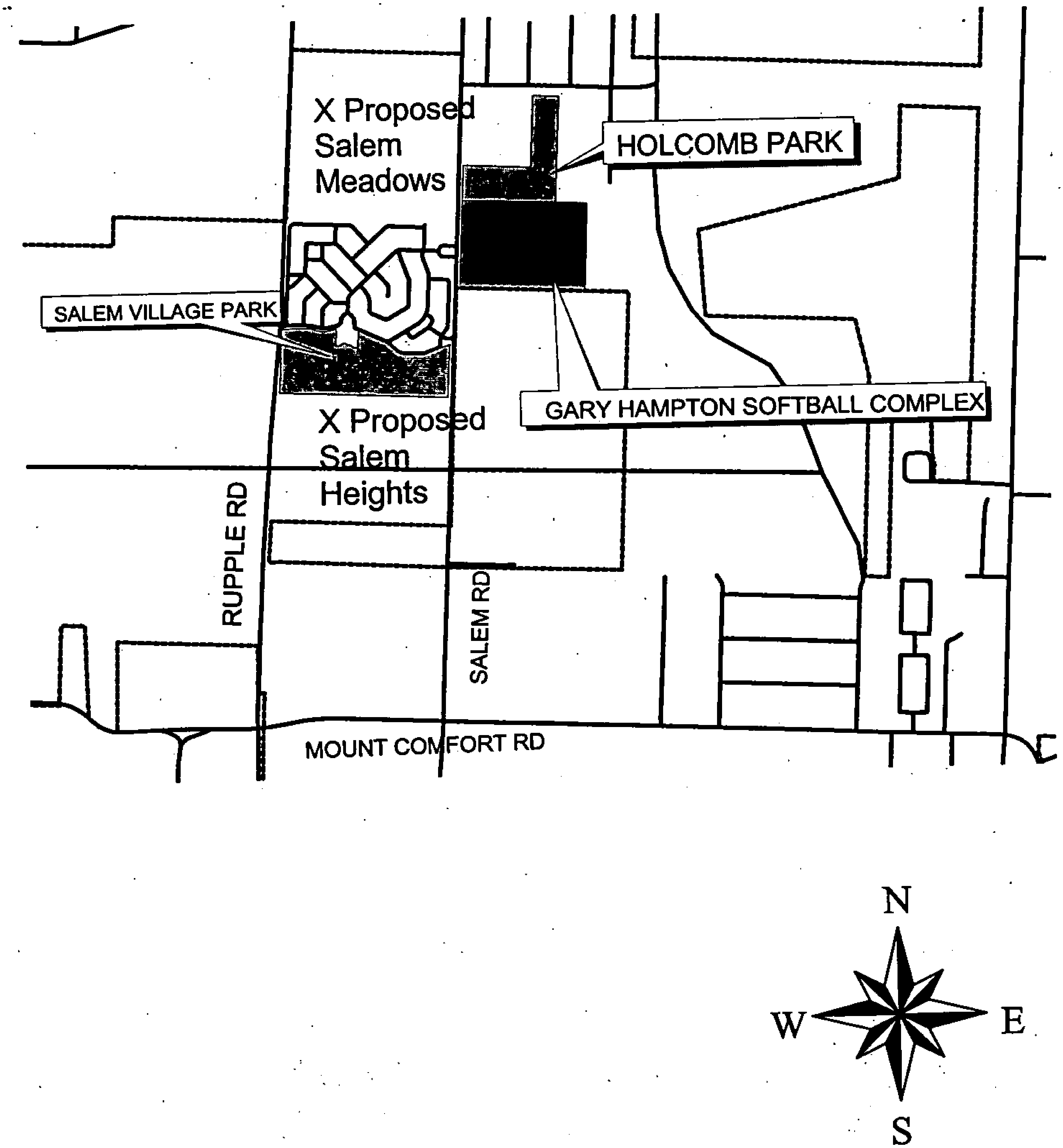
Parks and Recreation staff met with the engineering firm to evaluate the site. The development was presented to the Parks and Recreation Advisory Board on December 2, 2002 and at a Special Board meeting on December 9, 2002. See attached minutes and proposed park land

Recommendation

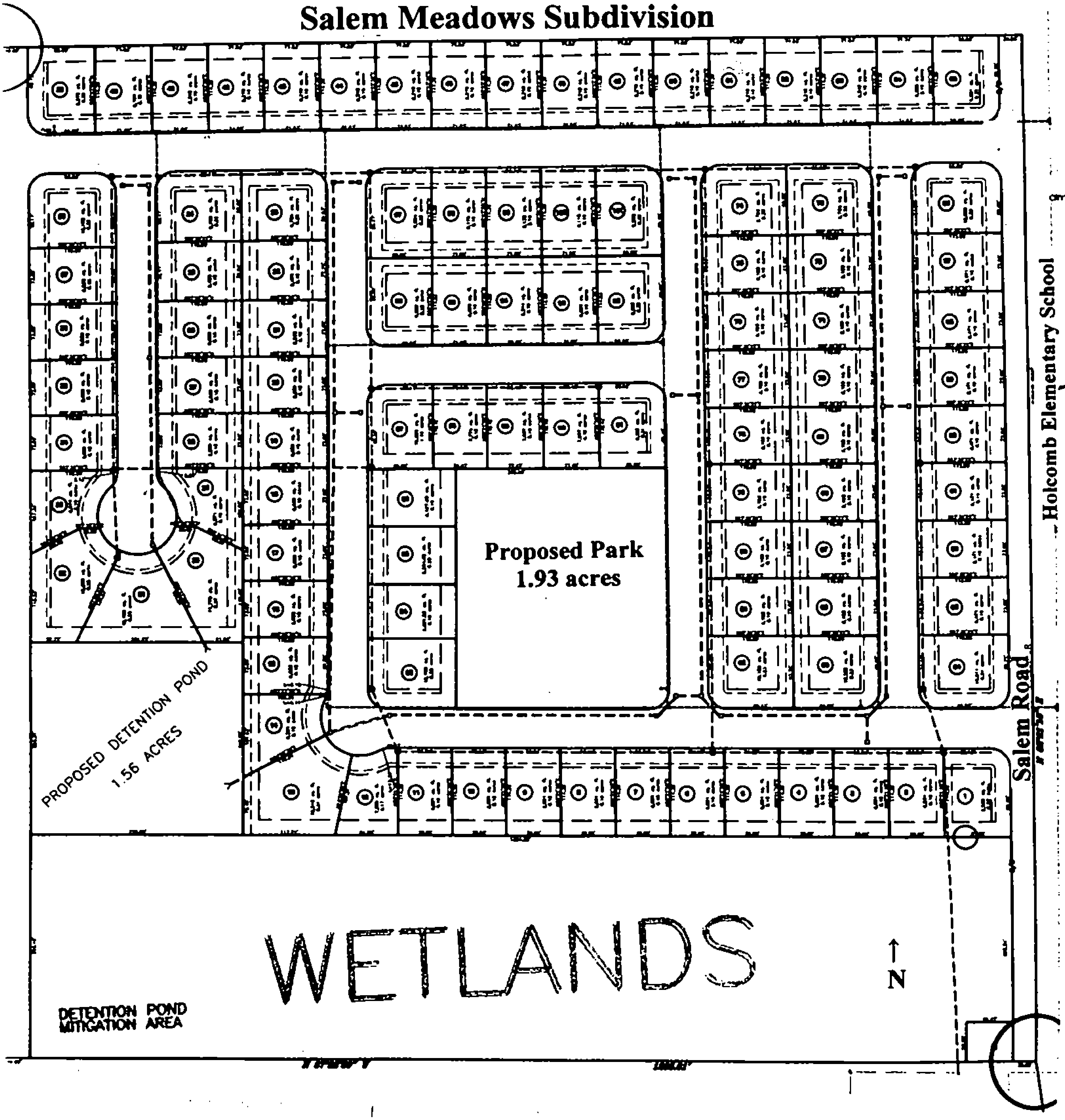
The Parks and Recreation staff and Parks and Recreation Advisory Board recommend a combination of park land in the amount of 1.93 acres and money-in-lieu for the amount of $11,186. The money-in-lieu will be used for park improvements in the northwest park district. In addition, this neighborhood park will serve 64 single family homes to be built in the proposed Salem Heights Subdivision to be located south of Salem Meadows Subdivision. If you have any questions, please call me at 444-3471.

Attachments:
Location Map
Proposed Subdivision and Park Layout
PRAB December 9, 2002 Meeting Minutes
Letter from Landtech Engineering, Inc.

Proposed Salem Heights and Salem Meadows



Salem Meadows Subdivision



The motion was approved 6-0-0.

2. **Park Land Dedication**

Development Name:	**Salem Meadows Subdivision**
Engineer:	Landtech Engineering, Leonard Gabbard
Owner:	Palmco Properties, L.L.C., John Alford
Location:	West of Salem Road, North of Porter Road
Park District:	NW
Units:	101 Single Family Units
Total Acres:	39.95 acres
Land Dedication Requirement:	2.525 acres
Money in Lieu Requirement:	$47,470
Existing Parks and Acreage:	Hampton Softball Complex and Park (18 acres)
Staff Recommendation:	Combination Park Land Dedication of 1.93 acres and Money in Lieu of $11,186
Developer's Request:	Combination Park Land Dedication of 1.93 acres and Money in Lieu of $11,186
Justification:	Ordinance 166.03.K. requires the dedication of park land for this development. The most appropriate neighborhood park site is within this subdivision. The neighborhood park would serve both Salem Meadows and Salem Heights for a total of 207 single family homes. The engineer has worked with Parks Staff to create a park within the development to satisfy the need for a park.

A revised plan was distributed illustrating the dedicated park land in the center of the proposed development allowing entry from two sides.

MOTION:

Mr. Colwell moved to accept a combination park land dedication and money in lieu to satisfy the park land dedication requirement for the proposed Salem Meadows Subdivision and request a waiver of Ordinance No. 166.03K by City Council.

Mr. Mauritson seconded the motion.

Upon roll call, the motion was approved 6-0-0.

3. **Other Business**

Mr. Hill announced a "topping out" ceremony for the new Boys & Girls Club Thursday, December 12 at 11:00 a.m. Attendees will have the opportunity to sign the final beam to be put in place atop the new structure.

Mr. Hatfield reported the skate park contractor, C-TEC, was on schedule with construction.

Landtech Engineering, Inc.

Professional Land Planners

City of Fayetteville
Parks and Recreation
113 West Mountain Street
Fayetteville, Arkansas 72701

December 9, 2002

RE: Salem Meadows Subdivision

This letter is to request that the Parks and Recreation take a combination of land dedication and money for the above referenced project.

Sincerely,

Leonard Gabbard
Project Engineer

120 W. Emma Ave. • P.O. Box 1080 • Springdale, Arkansas 72765 • Telephone (479) 756-2772 • Fax (479) 756-6452

STAFF REVIEW FORM

__X__ AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

FOR: COUNCIL MEETING OF January 7, 2003 **MAYOR'S APPROVAL** __________

FROM:

Kit Williams	Legal	City Attorney
Name	Division	Department

ACTION REQUIRED A Resolution To Establish A City Board Of Health And The Office Of City Health Officer

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Marsha Farthing	12/17/02	Nancy Smith	12/17/02
Accounting Manager	Date	Internal Auditor	Date
	12/16/02		
City Attorney	Date	ADA Coordinator	Date
	12/17/02		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Division Head	Date
Department Director	Date
	12.19.02
Administrative Services Director	Date
Dan Coody	12/20/02
Mayor	Date

CROSS REFERENCE

New Item: Yes No

Previous Ordinance/Resolution No.: __________

RESOLUTION NO. _______

A RESOLUTION TO ESTABLISH A CITY BOARD OF HEALTH AND THE OFFICE OF CITY HEALTH OFFICER

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby establishes the Fayetteville City Board of Health pursuant to A.C.A §14-262-102 and sets the number of members at five. The Fayetteville Board of Health shall have those powers conferred by state statutes and shall serve during the term of the mayor who appoints them.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby establishes the office of City Health Officer who shall be a legally qualified medical doctor of reputable professional standing and be appointed by the Mayor and approved by the City Council to serve during the term of the appointing mayor for an annual honorarium of $100.00. The City Health Officer shall be Chairman of the City Board of Health and a member of the Board of Trustees of the Municipal Judge and Municipal Court Clerk Retirement Fund. The City Health Officer's duties shall not include treating patients, prescribing medications or doing anything not statutorily required pursuant to A.C.A. §14-262-103.

PASSED and **APPROVED** this the 7th day of January, 2003.

APPROVED:

By: DRAFT
DAN COODY, Mayor

ATTEST:

By: ____________________
Heather Woodruff, City Clerk

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody**, Mayor
City Council

FROM: **Kit Williams**, City Attorney

DATE: **December 16, 2002**

RE: **City Board of Health - City Health Officer**

The City Council must establish a City Board of Health and the Mayor must appoint a City Health Officer pursuant to A.C.A. §14-262-102 and A.C.A. §14-262-103. The City Health Officer is also needed to serve on the Board of Trustees of the Municipal Judge and Municipal Court Clerk Retirement Fund pursuant to A.C.A. §24-8-401. I will soon present a Resolution to establish the Board of Trustees for the Fayetteville Municipal Judge and Municipal Court Clerk Retirement Fund as required in A.C.A. §24-8-401.

We realize that the County Health Department (as a division of the Arkansas Department of Health) handles most of the public health concerns that apparently inspired the legislature (in 1875 and 1913) to create city boards of health. However, A.C.A. §14-262-102 uses the mandatory terms "shall appoint" and "shall ... establish". Thus, the City is mandated to attempt to comply.

After the City Council's establishment of the City Board of Health, the Mayor "shall appoint not less than five (5) persons, two (2) of whom shall be physicians .... The mayor of the city shall be an ex officio member of the board of health." A.C.A. §14-262-102 (enclosed)

The City Health Officer, "a competent physician" shall be appointed by the Mayor. This "appointment shall be approved by a majority of the votes of the city council." A.C.A. §14-262-103.

The City Health Officer will also serve on the Board of Trustees of the Municipal Judge and Municipal Court Clerk Retirement Fund as required in A.C.A. §24-8-401 (a) (1). The City Health Officer can, but is not legally required to serve on the City Board of Health. (Attached is A.C.A. §24-8-401.)

14-262-103. City health officer.

(a) The office of city health officer is created.

(b) The office of city health officer shall be filled by a competent physician who is legally qualified to practice medicine within this state, a graduate of a reputable medical college, and of reputable professional standing.

(c)(1) It is made the duty of the mayor of each incorporated city and town within this state to elect a qualified person to the office of city health officer, which appointment shall be approved by a majority of the votes of the city council.

(2) The city health officer, after appointment, shall take and subscribe to the constitutional oath of office, shall file a copy of his appointment with the Arkansas State Board of Health, and shall not be deemed to be legally qualified until the copies have been so filed.

(d) In case the authorities mentioned in subsection (c) of this section shall fail, neglect, or refuse to fill the office of city health officer as provided in this section, then the State Board of Health shall have the power to appoint the city health officer to hold office until the local authorities shall fill the office, but only after giving ten (10) days' notice in writing to the local authorities of the desire for the appointment.

(e)(1) Each city health officer shall perform such duties as may be required by the city council and ordinances of city physicians, such duties as may be required of him by general law and city ordinances with regard to the general health and sanitation of towns and cities, and such duties as shall be legally required of him by the mayor, council, or the ordinances of his city or town.

(2) He shall discharge and perform such duties as may be prescribed for him under the directions, rules, regulations, and requirements of the State Board of Health.

(3) He shall be required to aid and assist the State Board of Health in all matters of quarantine, vital and mortuary statistics, inspection, disease prevention and suppression, and sanitation within his jurisdiction.

(4) He shall at all times report to the State Board of Health, in such manner and form as shall be prescribed by the State Board of Health, the presence of all contagious, infectious, and dangerous epidemic diseases within his jurisdiction and shall make such other and further reports in such manner and form and at such times as the State Board of Health shall direct, touching all such matters as may be proper for the State Board of Health to direct.

(5) He shall aid the State Board of Health at all times in the enforcement of proper rules, regulations, and requirements in the enforcement of all sanitary laws, quarantine regulations, and vital statistics collections and shall perform such other duties as the State Board of Health shall direct.

(f) The compensation of city health officers shall be fixed by the mayor and council of the respective towns and cities within this state.

Board of Health
A. 3. Page 6

24-8-401. Board of trustees.

(a)(1) In cities in a county having a population of one hundred fifty thousand (150,000) or more, in which county there are two (2) or more municipal courts with a judge of a municipal court licensed to practice law, there is created a board of trustees which shall consist of the mayor, city clerk, city treasurer, city health officer, and municipal judges of the city.

(2) In counties having a population of at least one hundred fifty thousand (150,000) and at least one (1) county municipal court, there is hereby created a board of trustees which shall consist of the county judge, county clerk, county treasurer, and the judge of the county municipal court.

(b)(1) The board shall receive and administer the funds collected under the provisions of this subchapter and shall have the power to make necessary rules therefor.

(2)(A) The board shall have the authority to invest such funds as are not necessary for the immediate use for payment of retirement benefits in interest-bearing securities of the State of Arkansas or certificates of the United States or any or all such securities.

(B) Subject to subdivision (b)(2)(C) of this section, a city or county having municipal judges' and clerks' pension plans with assets in excess of one hundred thousand dollars ($100,000) shall have full power to invest and reinvest the moneys of the plan and to hold, purchase, sell, assign, transfer, or dispose of any of the investments so made, as well as the proceeds of the investments and moneys. Such authority shall be implemented by the mayor and the city treasurer, or the county judge and the county treasurer, respectively.

(C) The investments and reinvestments shall only be made in accordance with the prudent investor rule as set forth in §§ 24-3-417 — 24-3-426.

(D) A city or county having municipal judges' and clerks' pension plans with assets in excess of one hundred thousand dollars ($100,000) may employ an investment advisor as its agent to make investment recommendations and to invest the assets pursuant to a written investment policy, subject to the terms, conditions, limitations, and restrictions imposed by law upon investments of state retirement systems, as set forth in §§ 24-3-417 — 24-3-426.

(E) The investment policy shall not limit the investments to interest-bearing bonds.

(F) A city, mayor, or city treasurer, or county, county judge, or county treasurer, respectively, who complies with the requirements of § 24-3-425(a) is not liable to the beneficiaries or to the trust for the decisions or actions of the agent to whom the function was delegated.

(G) By accepting the delegation of a trust function from a city or county, an agent submits to the jurisdiction of the courts of this state.

(c)(1) The city treasurer or county treasurer, as the case may be, shall be the treasurer of the board and, at the direction of the board,

STAFF REVIEW FORM

_X_ AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

FOR: COUNCIL MEETING OF January 7, 2002 **MAYOR'S APPROVAL** ________

FROM:

Kit Williams	City Attorney	Legal
Name	Division	Department

ACTION REQUIRED

A Resolution To Create a Board of Trustees to Administer The Fayetteville Municipal Judge And Municipal Court Clerk Retirement Fund

COST TO CITY:

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

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

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

Accounting Manager	Date	Internal Auditor	Date
City Attorney	Date 12-9-02	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Division Head — Date

Department Director — Date

Administrative Services Director — Date

Mayor — Date 12/10/02

CROSS REFERENCE

New Item: **Yes** No

Previous Ordinance/Resolution No.: ________

RESOLUTION NO. _______

A RESOLUTION TO CREATE A BOARD OF TRUSTEES TO ADMINISTER THE FAYETTEVILLE MUNICIPAL JUDGE AND MUNICIPAL COURT CLERK RETIREMENT FUND

WHEREAS, Arkansas Code Annotated §24-8-401 and §24-8-408 require the creation of a Board of Trustees in cities in a county having a population of one hundred fifty thousand (150,000) or more to administer a municipal judge and municipal court clerk retirement fund.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby establishes the statutorily required Board of Trustees of the Fayetteville Municipal Judge and Municipal Court Clerk Retirement Fund whose Board shall consist of the Mayor, the City Clerk, the Municipal Judge (now District Judge of Fayetteville), the City Health Officer (when appointed), and City Treasurer (when appointed or elected).

Section 1. That the Board of Trustees of the Municipal Judge and Municipal Court Clerk Retirement Fund shall meet and organize itself forthwith, elect one of its members as chair and comply with all statutory requirements found within Subchapter 4 of Chapter 8 of Title 24 of the Arkansas Code.

PASSED and **APPROVED** this the 7th day of January, 2003.

APPROVED:

DRAFT

By: ________________________
DAN COODY, Mayor

ATTEST:

By: ________________________
Heather Woodruff, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
DISTRICT COURT DIVISION

JUDGE RUDY MOORE, JR.
CHIEF CLERK
DENA STOCKALPER

August 29, 2002

Honorable Dan Coody
City Administration Building
113 West Mountain
Fayetteville, Arkansas 72701

Dear Mayor Coody:

Arkansas Code Annotated §24-8-302 requires that the City of Fayetteville establish a District Judge Retirement Board of Trustees consisting of the Mayor, City Clerk, City Treasurer, City Health Officer, and District Judge. The Board of Trustees is to receive and administer funds collected in the retirement fund and has the power to make necessary rules for the administration of the funds.

I am providing Kit Williams, City Attorney, a copy of this correspondence so that he might be apprised of the need to establish the Board of Trustees and to perhaps advise your office as to the method by which such Board of Trustees should be established. For example, a Mayor's Directive or Resolution would seem sufficient but Kit might have a different view.

Steve Davis of the Office of Budget and Research is familiar with the fund and appears to be the most knowledgeable person in city government with regard to District Judge retirement. Perhaps he could serve as a consultant to the Board of Trustees or even be designated as a representative of the "City Treasurer."

This matter takes on a bit more significance than normal because the District Judges Association in cooperation with the Supreme Court Administrative Office of the Courts is planning to submit legislation to the 2003 General Assembly which would establish a District Judge's <u>state</u> retirement system. In past conversations with Steve Davis, I sense that such legislation would be advantageous to the City of Fayetteville as it would relieve the City of any responsibility for maintaining a retirement fund.

Very truly yours,

Rudy Moore, Jr.
District Judge

RM:nm
cc: Mr. Steve Davis
Mr. Kit Williams
Ms. Dena Stockalper

CEMS
A. 5. Page 1

STAFF REVIEW FORM

___ AGENDA REQUEST
_X_ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council Meeting of: January 7, 2003

FROM:

Chris Bosch	Fire Operations	Fire
Name	Division	Department

ACTION REQUIRED: A resolution to renew the contract with Central Emergency Medical Services, Inc. for 2003.

COST TO CITY:

$150,000.00	$ 150,000.00	Transfer to CEMS
Cost of this request	Category/Project Budget	Program Category / Project Name
1010-6600-5705.00	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	1010
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: _X_ Budgeted Item ___ Budget Adjustment Attached

Budget Manager ___ Date ___ Administrative Services Director ___ Date ___

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager ___ Date ___ Internal Auditor ___ Date ___

City Attorney ___ Date ___ ADA Coordinator ___ Date ___

Purchasing Manager ___ Date ___ Grant Coordinator ___ Date ___

STAFF RECOMMENDATION: Staff recommends approval of this resolution.

Division Head ___ Date ___

C B [signature] 12/18/02
Department Director Date

Administrative Services Director ___ Date ___

Mayor ___ Date ___

Cross Reference

New Item: Yes No

Previous Ord/Res#: ___

Orig. Contract Date ___

Orig. Contract Number ___

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
__ GRANT REVIEW

For the Fayetteville City Council meeting of January 7, 2003

FROM:

Sid Norbash	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED: Approval of the C.O. #5 to the construction contract with Township Builders, Inc., for Dickson Street Enhancement Projec.

COST TO CITY:

$	$	Dickson St. Enhancements Project
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5809.00	$	Street Improvements
Account Number	Funds Used To Date	Program Name
98097-0020	$	Sales Tax
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item __ Budget Adjustment Attached (to be furnished)

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

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

STAFF RECOMMENDATION: Approval of the Change Order #5.

Division Head	Date	Cross Reference
Department Director	Date	New Item: Yes __ No X
Administrative Services Director	Date	Prev Ord/Res #: 52-02
Mayor	Date	Orig Contract Date: 3-19-2002
		Orig Contract Number: 838

XX Agenda Request
___ Contract Review
___ Grant Review

STAFF REVIEW FORM

Park Impact Fees
C. 4. Page 1

For the Fayetteville City Council meeting of: January 7, 2002

FROM:

Connie Edmonston	**Parks & Recreation**	**Urban Development**
Name	Division	Department

ACTION REQUIRED:
Revision of the Park Land Dedication Ordinance 4199 to be amended as required.

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

Budget Manager

Administrative Services Director

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

Accounting Manager 12/12/02 Date

ADA Coordinator Date

City Attorney 12/13/02 Date

Internal Auditor 12/13/02 Date

Purchasing Officer 12/13/02 Date

STAFF RECOMMENDATION: Approval of ordinance revisions.

Division Head 12-11-02 Date

Cross Reference

Department Director Date

New Item: X Yes __ No

Administrative Services Director 12-16-02 Date

Prev Ord/Res #: ______

Mayor 12/18/02 Date

Orig Contract Date: ______

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Mayor Coody and City Council

THRU: Hugh Earnest, Urban Development Director

FROM: Connie Edmonston, Parks and Recreation Superintendent

DATE: December 11, 2002

SUBJECT: **Park Impact**

Background

The Park Land Dedication Ordinance was adopted on January 20, 1981 requiring developers to dedicate land for parks or pay a fee in lieu of land dedication. The City is divided into four park quadrants with Highway 71 separating the east and west quadrants and Highway 16 West/North Street and Highway 45 separating the north and south quadrants. Funds must be spent for acquisition or development of park land in the park quadrant in which it is collected. Funds must be expended within three years of the last day of the calendar year in which it was received. From 1990 until October 2002, $1,654,715 has been collected in money-in-lieu fees. There were 24 parcels of park land, consisting of 102 acres, obtained since the ordinance was originated.

Current Status

The Park Land Dedication Ordinance requires for the contribution formula to be reviewed every two years and the recommendations be forwarded to City Council. On June 5, 2001, City Council approved Resolution 76-01 authorizing a contract with Duncan Associates to conduct a development impact fee study for water, wastewater treatment, roads and parks.

Two formulas were reviewed and revised by Duncan Associates:

1. The 2000 U.S. Census data updated the formula to determine the acres per unit and fee-in-lieu cost per unit. (See Duncan Associate Tables 45, 46, 47, and 48.) The existing park level of service was determined to be 10.1 acres per 1,000 household population.
2. The average cost of a residential acre within the city limits was provided by 4 real estate agencies and was estimated at $23,125. This is an increase of 23 percent over the 1999 formula of $18,750 per acres. The average cost per acre increased 25 percent from 1997 at $15,000, to 1999 at $18,750.

Housing Type	Current Acres/Unit	Revised Acres/Unit	Percent Change	Current Fee-in-Lieu	Revised Fee-in-Lieu	Percent Change
Single-Family	.025	.024	-4%	$470	$555	18%
Multi-Family	.020	.017	-15%	$375	$393	4.8%
Mobile Home	.015	.024	60%	$280	$555	98%

Duncan Associates Impact Fee Study for Parks was presented to the Parks and Recreation Advisory Board on December 2, 2002. The motion for acceptance of this study and revisions of the formulas in the Park Land Dedication Ordinance was approved unanimously.

Recommendation
Parks and Recreation Staff and Parks and Recreation Advisory Board recommend to accept the Duncan Associates Impact Fee Study for Parks and for the ordinance formulas to be amended as stipulated in the study.

Attachments:
Duncan Associates Impact Fee Study - Parks
PRAB December 2, 2002 Meeting Minutes

MINUTES OF A MEETING
OF THE
PARKS AND RECREATION ADVISORY BOARD
December 2, 2002

The regular meeting of the Fayetteville Parks and Recreation Advisory Board was called to order at 5:30 p.m. in Room 111 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas by Chairperson Colwell.

PRESENT: Parks and Recreation Advisory Board members Colwell, Shoulders, Cook, Mauritson, Marley, and Eads; City Staff Edmonston, Gulley, Hatfield, Nelson, Wright and Audience.

ABSENT: Hill, Pawlik-Holmes

2. **Park Land Dedication Ordinance Update:**
The Park Land Dedication Ordinance requires the contribution formula be reviewed every two years and the recommendations forwarded to City Council. City Council requested the Park Land Dedication Ordinance be reviewed by Duncan Associates along with the impact fee study for wastewater, water and roads. Park staff recommends the Parks and Recreation Advisory Board approve the Duncan Associates Park Impact Fee Study with the insertion and update of the 2000 census data.

The average cost of a residential acre within the city limits as provided by four real estate agencies was estimated at $23,125. This is an increase of 23 percent over the 1999 formula of $18,750 per acres. The average cost per acre increased 25 percent from 1997 at $15,000, to 1999 at $18,750.

The average cost per acre formula, in addition to the 2000 census data update, revised the park land dedication requirement and park fee-in-lieu as follows:

Housing Type	Current Acres/Unit	Revised Acres/Unit	Percent Change	Current Fee-in-Lieu	Revised Fee-in-Lieu	Percent Change
Single-Family	.025	.024	-4%	$470	$555	18%
Multi-Family	.020	.017	-15%	$375	$393	4.8%
Mobile Home	.015	.024	60%	$280	$555	98%

MOTION:

Mr. Cook moved to recommend to City Council approval of the Duncan Associates Park Impact Fee Study with the insertion and update of the 2000 census data.

Mr. Mauritson seconded the motion.

Upon roll call, the motion was approved 6-0-0.

PARKS

Fayetteville provides a wide diversity of recreational areas and open space for its residents, from neighborhood and community parks to regional parks and trails. On November 14, 1995, the citizens passed a one-cent hotel, motel, restaurant (HMR) tax to implement the unfunded plans for existing and future park facilities.

The City's current park land dedication and fee in-lieu requirement has been litigated up to the state Supreme Court. Rather than attempt to develop park impact fees, our recommendation is that the City retain this system, and update it to reflect the current level of service as well as differences in household size by housing type.

Current Dedication Requirements

The City's subdivision regulations require developers of all new residential subdivisions to dedicate park land or pay a fee in-lieu of dedication. Major developments comprising more than 40 acres or more than 100 housing units are required to dedicate parkland unless no suitable park site is available. The dedication requirement per dwelling unit varies by housing type. The fee in-lieu of dedication is updated every two years based on the average cost of park land. In 1994, the fees were based on $12,000 an acre. This was increased to $15,000 per acre in November 1997 and subsequently to the current level of $18,750 per acre in December 1999. The dedication requirements and current fees-in-lieu of dedication are shown in Table 44. The city is divided into four quadrants, which serve as benefit districts for expenditure of the fees-in-lieu (see Figure 7). The fee revenue is spent within three years in the benefit district in which it is collected. The fees may be spent on park land acquisition and development.

Figure 7
PARK FEE-IN-LIEU DISTRICTS

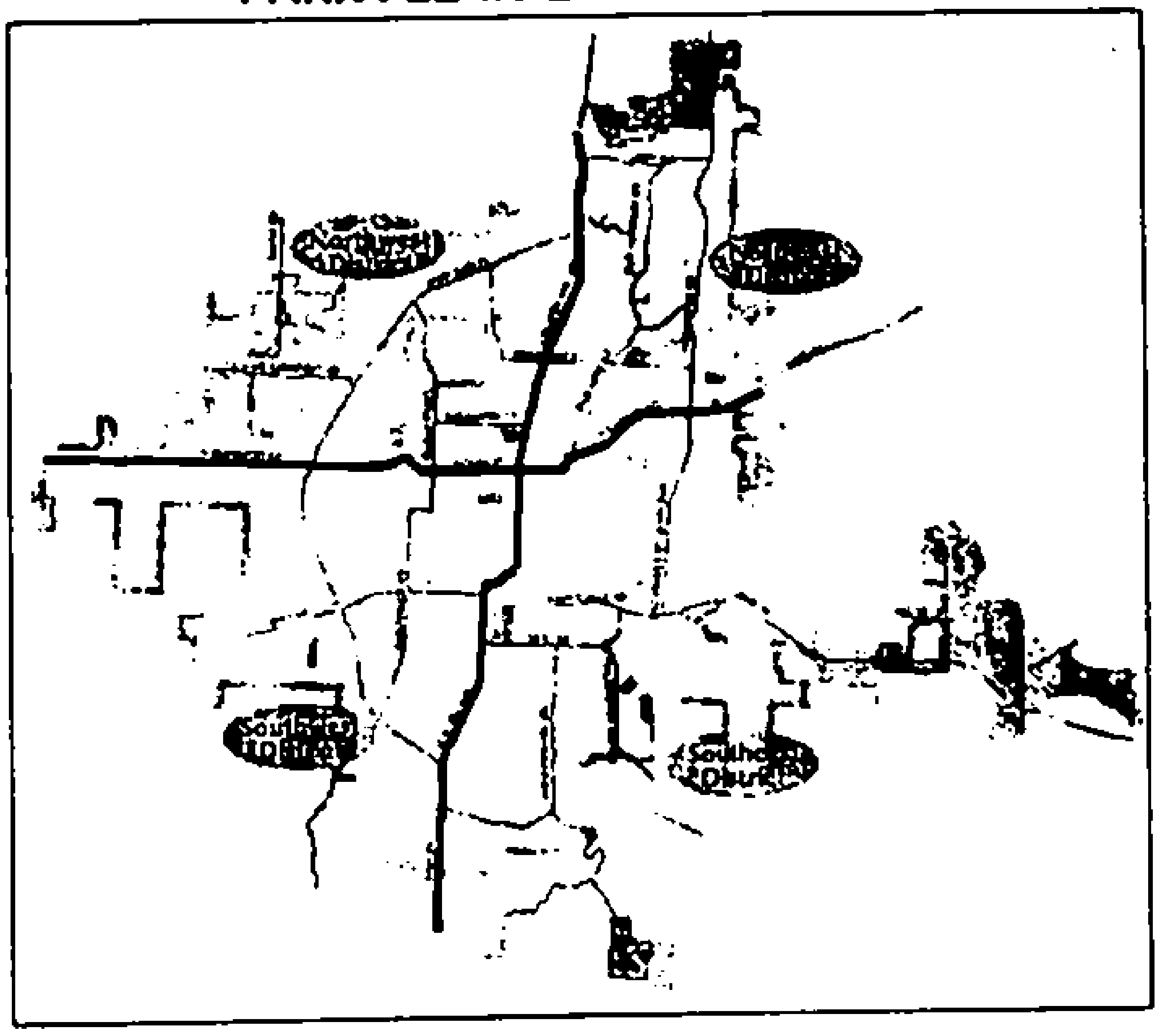


Table 44
CURRENT PARK DEDICATION REQUIREMENT/FEE-IN-LIEU

Housing Type	Acres/Unit	Cost/Acre	Fee/Unit
Single-Family	0.025	$18,750	$470
Multi-Family	0.020	$18,750	$375
Mobile Home	0.015	$18,750	$280

Source: Fayetteville Subdivision Regulations, Section 159.30(K), updated by Resolution 4199 passed November 11, 1999, effective December 10, 1999.

Household Size

The current dedication requirements for single-family and multi-family units accurately reflect the differences in average household sizes between owner-occupied and renter-occupied units. However, the correlation between housing type and tenure is not precise, and actual data on household size by housing type is available from the census and should be used. The source of the dedication requirement for mobile homes is less clear, and again this should be updated using available census data.

Current requirements are based on a national standard of 10 acres per thousand persons and average household sizes for owner and renter occupied units. There are a couple of problems here. One is the use of a national standard, rather than what the City actually provides, as the level of service, and this will be addressed in the next section. The main problem of concern here is that the ratios used are not comparable. This is true on three levels. First, the level of service is based on the ratio of acres of land to total permanent population, including group quarter residents. Second, the persons per unit ratios are based on the ratio of household population, excluding group quarters residents, to occupied units. Finally, the land requirement or fee-in-lieu per occupied unit is multiplied by the total number of new units. While some of these problems are counter-balancing to some extent (use of average household size excludes group quarters residents, but also implicitly assumes all new units will be occupied), the lack of comparability is troubling.

To address these problems, there is a need to develop a level of service standard that is equivalent to the persons per unit ratios used in the park land dedication and fee-in-lieu requirements. Our recommendation is to base the level of service (i.e., acres per person) on household population, excluding group quarters residents, while calculating the persons per unit ratios in terms of household population divided by total units, which includes vacant as well as occupied units.

Data from the 2000 census is the best available data on household population by housing type. The persons per unit ratios by housing type from the 2000 census are shown in Table 45.

Table 45
PERSONS PER HOUSING UNIT

Housing Type	Household Population	Total Units	Persons/ Unit
Single-Family	30,324	12,663	2.39
Multi-Family	20,118	11,808	1.70
Mobile Home	2,036	855	2.38
Total	52,478	25,326	2.07

Source: 2000 U.S. Census data for Fayetteville.

Existing Level of Service

The City has an excellent inventory of park land and facilities for the current effort to update the park master plan. This inventory should be used to ensure that the dedication requirement does not exceed the current level of service provided by the City.

Most park land dedication requirements are based on the needs for neighborhood and community parks. Regional parks are typically not addressed in land dedication requirements, since no development, no matter how large, is likely to contain a suitable dedication site large enough to be a regional park. In addition, the fee-in-lieu of dedication is based on an average cost per acre, which is likely to differ significantly between regional parks, which are normally in very large tracts, often with limited development potential, and neighborhood and community parks, which are often similar to developable residential tracts.

For this reason, the level of service will exclude regional parks. It will also exclude park sites that are on land owned by the school district. Undeveloped park sites owned by the City are included. Excluding regional parks and school-related facilities, the inventory of existing City neighborhood and community park sites, shown in Table 46, totals 564 acres.

Table 46
EXISTING PARK INVENTORY

Park Name	Park Type	Total Acres
Bayyari	Neighborhood (undev)	7.05
Braden	Neighborhood (undev)	2.25
Bundrick	Neighborhood	4.25
Butterfield Trail Expansion	Greenway	2.64
Clarence Craft	Neighborhood	4.75
Combs	Special use	87.00
Crossover	Undeveloped	20.00
Davis	Neighborhood	9.20
Eagle	Neighborhood (undev)	1.95
Finger	Neighborhood	19.00
Friendship	Mini (undeveloped)	0.38
Frisco	Mini (undeveloped)	0.57
Gary Hampton	Special Use	18.00
Gordon Long	Neighborhood	6.62
Greathouse	Neighborhood	6.00
Gregory	Neighborhood	19.38
Gulley Trail	Greenway	13.70
Gulley	Community	26.66
Hotz	Mini	0.60
Veterans Memorial	Community	40.00
Lake Fayetteville Softball	Community	21.26
Lewis Soccer	Special use	27.00
Mt. Sequoyah Gardens	Neighborhood (undev)	2.42
Mudcreek Trail	Greenway	19.92
Ozark View	Neighborhood (undev)	8.16
Ralph "Buddy" Hayes	Mini	0.40
Red Oak Park	Neighborhood	8.74

Park Name	Park Type	Total Acres
Ridgeway View	Greenway (undev)	6.00
Rocky Branch	Neighborhood (undev)	5.70
Routh	Neighborhood	1.64
Salem Village	Neighborhood (undev)	11.59
Square Gardens	Mini	0.33
Shiloh West	Greenway	0.46
Sweetbriar	Neighborhood	4.00
Trammel	Mini	0.70
Walker	Community	64.34
White River	Special use	49.24
Wildwood	Neighborhood (undev)	13.95
Wilson	Community	22.75
Youth Center	Neighborhood/Special Use	5.00
Total		563.60

Source: Lose and Associates, *Fayetteville Comprehensive Parks and Recreation Master Plan*, July 2001 draft (excludes school-owned facilities and regional parks); March 15, 2002 memo from Fayetteville Parks and Recreation Department.

The existing park level of service, based on the inventory of existing park land and an estimate of current household population, is 10.1 acres per thousand residents, as shown in Table 47.

Table 47
EXISTING PARK LEVEL OF SERVICE

Household Population, 1990	38,189
Household Population, 2000	52,697
Estimated Household Population, 2002	55,599
Acres of Neighborhood and Community Park Land	563.60
Acres per 1,000 Household Population	10.1

Source: 1990 and 2000 household population in Fayetteville from U.S. Census Bureau; estimated 2002 household population extrapolated, acres from Table 46.

Proposed Dedication Requirements

The land dedication requirements can be determined by multiplying the persons per unit associated with each housing unit by the existing level of service in terms of acres per person to determine the number of acres to be dedicated per housing unit. The fee in-lieu of dedication is determined by multiplying the dedication requirement by the average cost per acre. This has recently been determined to be $23,125 per acre. The updated park dedication and fee-in-lieu requirements are shown in Table 48.

Table 48
PROPOSED PARK DEDICATION REQUIREMENT/FEE-IN-LIEU

Housing Type	Persons Unit	Acres/ 1,000 Pop.	Acres/ Unit	Cost/ Acre	Fee-in-Lieu/ Unit
Single-Family	2.39	10.1	0.024	$23,125	$555
Multi-Family	1.70	10.1	0.017	$23,125	$393
Mobile Home	2.38	10.1	0.024	$23,125	$555

Source: Persons per unit from Table 45; acres per 1,000 population from Table 47; cost per acre is average cost of residential land in the city from a survey of local realtors conducted by City of Fayetteville Parks and Recreation Department, September 12, 2001.

The revised dedication requirements are compared with the current requirements in Table 49. The acres required to be dedicated per dwelling unit would be unchanged for single-family development, would be reduced for multi-family units, and would be increased for mobile homes.

Table 49
PARK DEDICATION REQUIREMENT COMPARISON

Housing Type	Current Acres/Unit	Revised Acres/Unit	Percent Change
Single-Family	0.025	0.024	-4.0%
Multi-Family	0.020	0.017	-15.0%
Mobile Home	0.015	0.024	60.0%

Source: Current requirements from Table 44; revised requirements from Table 48.

The revised fees in-lieu of dedication are compared with the existing fees in Table 50. The fees would increase for single-family units and mobile homes, but decrease slightly for multi-family units.

Table 50
PARK FEE-IN-LIEU COMPARISON

Housing Type	Current Fee-in-Lieu	Revised Fee-in-Lieu	Percent Change
Single-Family	$470	$555	18.1%
Multi-Family	$375	$393	4.8%
Mobile Home	$280	$555	98.2%

Source: Current fees from Table 44; revised fees from Table 48.

ORDINANCE NO. 4199 MICROFILMED

AN ORDINANCE AMENDING SECTION 166.03 K., REQUIRED DEDICATION OF LAND FOR PUBLIC PARK SITES, OR A REASONABLE EQUIVALENT CONTRIBUTION IN LIEU OF DEDICATION OF LAND, SUBSECTION 1.g., OF THE CODE OF FAYETTEVILLE, TO INCREASE THE CONTRIBUTION FORMULA TO REFLECT AN INCREASE IN THE AVERAGE MARKET PRICE.

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

Section 1. That §166.03 K. Required Dedication of Land for public Park Sites, or a Reasonable Equivalent Contribution in Lieu of Dedication of Land, Subsection 1.g., of the Code of Fayetteville, shall be deleted and the following inserted in its stead:

§166.03 K. Required Dedication of Land for public Park Sites, or a reasonable Equivalent Contribution in Lieu of Dedication of Land.

1. g. A Contribution in lieu of land dedication shall be made according to the following formula: $470 for each single-family unit, $375 for each multifamily unit, and $280 for each mobile home unit permitted under the City's zoning regulations. The Parks Department shall review the contribution formula every two (2) years and make a recommendation to the City Council following such review.

PASSED AND APPROVED this 2nd day of November, 1999.

APPROVED:

By: Fred Hanna
Fred Hanna, Mayor

ATTEST:

By: Heather Woodruff
Heather Woodruff, City Clerk

CITY OF FAYETTEVILLE ... COUNTY

STAFF REVIEW FORM

X Agenda Request
___ Contract Review
___ Grant Review

For the Fayetteville City Council meeting of January 7, 2002.

FROM:

Tim Conklin	Planning	Urban Development
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZN 02-41.00 as submitted by Norman Moulden for property located at 1504 W. Cato Springs Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.33 acres. The request is to rezone to R-2, Medium Density Residential.

COST TO CITY:

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

BUDGET REVIEW: ___ Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager	Date 12-16-02	ADA Coordinator	Date
City Attorney	Date 12-16-02	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended denial. On December 9, 2002 the Planning Commission voted 7-0-0 to recommend approval of the requested rezoning by the City Council.

Division Head	Date 12-13-02	**Cross Reference**
Department Director	Date 12-16-02	New Item: **Yes** **No**
Administrative Services Director	Date	Prev Ord/Res#:
Mayor	Date 12/18/02	Orig Contract Date:

CC Meeting of January 7, 2002

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701

TO:	**Mayor Dan Coody**
	Fayetteville City Council
FROM:	**Tim Conklin, City Planner, A.I.C.P.**
DATE:	**December 13, 2002**

RZN 02-41.00: Rezoning (Moulden, pp 599/638) was submitted by Norman Moulden for property owned by Saw Nail Construction and located at 1504 Cato Springs Road. The property is zoned C-1 Neighborhood Commercial and contains approximately .33 acres. The request is to rezone to R-2 Medium Density Residential.

Background:

The subject property is located north of Cato Spring Road and east of Razorback Road. The property to the west is vacant and the properties to the east and along the north side of Cato Springs Road are single-family residential. The property to the south across Cato Springs Road is a public utility facility. The applicant has a contract for sale of the property contingent upon rezoning. The buyer is proposing to construct an eight unit apartment building. No public comment has been received. The Future Land Use Plan shows this area as Mixed Use.

The Planning Division staff report recommends denial of the requested rezoning. The reasons being that the proposal is not a mixed use development consistent with the Future Land Use Plan, the proposed use is not compatible with the existing surrounding land uses, and there is very little C-1 zoning in this area of the city.

Current Status:

On December 9, 2002, the Planning Commission voted 7-0-0 to recommend approval to the City Council.

Recommendation:

Staff recommends denial. Planning Commission recommends approval.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 02-41.00 FOR A PARCEL CONTAINING APPROXIMATELY 0.33 ACRES LOCATED AT 1504 W. CATO SPRINGS ROAD, FAYETTEVILLE, ARKANSAS, AS SUBMITTED BY NORMAN MOULDEN.

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

Section 1: That the zone classification of the following described property is hereby changed as follows:

From C-1, Neighborhood Commercial to R-2, Medium Density Residential as shown in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this ______ day of __________, 2003.

APPROVED:

DRAFT

By: ____________________
DAN COODY, Mayor

ATTEST:

DRAFT

By: ______________________
Heather Woodruff, City Clerk

EXHIBIT "A"
RZN 02-41.00

LOT #18 AND #19, BLOCK 6, MEADOWVALE SUBDIVISION.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

PC Meeting of Dec. 9, 2002

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Shelli Rushing, A.I.C.P., Associate Planner
THRU:	Tim Conklin, A.I.C.P., City Planner
DATE:	Dec. 5, 2002

RZN 02-41.00: Rezoning (Moulden, pp 599/638) was submitted by Norman Moulden for property owned by Saw Nail Construction and located at 1504 Cato Springs Road. The property is zoned C-1 Neighborhood Commercial and contains approximately .33 acres. The request is to rezone to R-2 Medium Density Residential.

RECOMMENDATION:

Staff recommends denial of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION:	**Required** <u>**YES**</u>	
	O Approved	**O Denied**
Date: Dec. 9, 2002		
CITY COUNCIL ACTION:	**Required** <u>**YES**</u>	
	O Approved	**O Denied**
Date: Jan. 7, 2002		

Comments: ______________________________

BACKGROUND:

Property Description: The subject property is located north of Cato Spring Road and east of Razorback Road. There are two lots and the total area is .33 acres. A condemned house is located on the property. The property to the west is vacant and the properties to the east and along the north side of Cato Springs Road are single-family residential. The property to the south across Cato Springs Road is a public utility facility.

Proposal: The applicant has a contract for sale of the property contingent upon rezoning. The buyer is proposing to construct an eight unit apartment building.

Request: The applicant is requesting to rezone the property to R-2 to permit the eight-unit apartment building.

Public Comment: None received.

Recommendation: Staff is recommending denial of the requested rezoning.

- The proposal is not consistent with the Future Land Use Plan which shows this area as mixed use. The proposed project is multifamily residential and is not a mixed use development. Further any use proposed should compliment adjacent uses and multifamily does not compliment single family.

- The surrounding land uses are all one-story single-family structures or vacant property. Rezoning this property would significantly change the character of this neighborhood.

- The property should remain as C-1 zoning at this time. The zoning map shows only three small areas classified as C-1 zoning south of 15th St. and west of School Ave. The first is the subject property, the second is located east of School and south of 19th St., and the third is south of 18th Street. The area south of the subject property is shown as Regional Commercial and development of this corner as commercial is practical and reasonable.

SURROUNDING LAND USE AND ZONING:

Direction	Land Use	Zoning
North	Vacant	R-2, Medium Density Residential
South	Industrial (public utility)	I-1, Heavy Commercial Light Industrial
East	Single-family residential	C-1, Neighborhood Commercial
West	Vacant	C-1, Neighborhood Commercial

INFRASTRUCTURE:

Streets: North: 15th Street (Principal Arterial) - not adjacent to property
South: Cato Springs Road (Minor Arterial)
East: School Avenue (Principal Arterial) - not adjacent to property
West: Razorback Road (Principal Arterial)

Water: Water line to the south of the property along Cato Springs Road.

Sewer: Sewer line to the south of the property along Cato Springs Road.

LAND USE PLAN: General Plan 2020 designates this site *Mixed Use*.

FINDINGS OF THE STAFF:

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

Finding: **The Future Land Use Plan shows this area as Mixed Use. Mixed Use is described in General Plan 2020 as being able to accommodate a variety of land uses, including residential. It is designed to promote redevelopment of deteriorating areas. The proposal is for one eight unit apartment building which is not mixed use and is not of significant size to promote redevelopment.**

The City of Fayetteville zoning ordinance is designed to help encourage compatible land uses. Land uses to the east of the subject property are primarily single-family. Multifamily is not compatible with the surrounding land uses and does not meet the intent of the zoning ordinance.

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

Finding: **Staff finds that this rezoning is not justified at this time. Rezoning the subject property could set a precedent for the development of this corridor. A more significant redevelopment plan is needed to determine the future of this area.**

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

Finding:

Planning: **Trip Generation for an eight unit apartment complex results in an average weekday two-way volume of 53 and a Saturday two-way volume of 51.**

2001 Traffic Volume at this location on Cato Springs Road shows 2,000 average daily trips. Cato Springs Road is a Minor Arterial which is designed for trips of 12,200 to 14,800 with left turn bays. The addition of 53 additional trips should not have a significant impact on the transportation system at this location.

Public Works: **The proposed rezoning is located on the north side of Cato Springs Road and east of Razorback Road. At this location Cato Springs Rd. is a two lane street.**

The proposed rezoning from C-1 to R-2 may or may not result in additional traffic danger and congestion for this area. The access to the developed site and the circulation network within the development shall be reviewed in detail as part of the subdivision or large scale development process. The layout, connectivity, circulation plan, ingress and egress provisions will be reviewed in detail as information becomes available.

Police: **Will not have a significant impact on police services.**

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

Finding: ***Planning:*** **An eight unit apartment complex could result in a population of approximately eighteen persons (2.21 persons per occupied unit).**

Fire**: Fire hydrants and adequate access would be required at the time of development review. Response time is approximately four minutes.**

Public Works: **The site has access to an existing 2 1/4" water line on the south side of the property. There is also a 12" water line nearby to the east of the property. A 6" sewer main is located along the north side of the property and an 8" sewer main is located along the south side of the property.**

The proposed rezoning and ultimate development may increase the loading on the existing infrastructure systems. During the development's review and approval process, the adequacy of the existing infrastructure to accommodate the service requirements will be assessed by the developer's consultant and reviewed by city staff. Any inadequacies, lack of availability, need for improvements and determination of responsibility for the infrastructure improvements shall be resolved during the development's review/approval process.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

From Chapter 161 Zoning Regulations
City of Fayetteville Unified Development Ordinance

CURRENTLY ZONED:

§161.13 DISTRICT C-1 NEIGHBOR-HOOD COMMERCIAL.

A. Purpose. The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 15	Neighborhood Shopping
Unit 18	Gasoline Service Stations and Drive-In Restaurants
Unit 25	Professional Offices

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 4	Cultural and Recreational Facilities
Unit 34	Liquor Store

C. Bulk and Area Regulations/Setbacks. Setback lines shall meet the following minimum requirements:

From Street ROW	50 ft.
From Side Property Line	None
From Side Property Line When Contiguous to a Residential District	10 ft.
From Back Property Line	20 ft.

D. Building Area. On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

E. Height Regulations. There shall be no maximum height limits in C-1 District, provided, however, that any building which exceeds the height of ten feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of ten feet.

(Code 1991, §160.035; Code 1965, App. A, Art. 5(V); Ord. No. 1747, 6-29-89; Ord. No. 2603, 2-19-80)

From Chapter 161 Zoning Regulations
City of Fayetteville Unified Development Ordinance

PROPOSED TO REZONE TO:

§161.06 DISTRICT R-2 MEDIUM DENSITY RESIDENTIAL.

A. Purpose. The High Density Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

B. Uses.

1. Uses Permitted.

Unit 1	City-Wide Uses by Right
Unit 8	Single-Family Dwellings
Unit 9	Multifamily Dwellings - Medium Density

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 4	Cultural and Recreational Facilities
Unit 11	Mobile Home Park
Unit 25	Professional Offices

C. Density.

Families Per Acre	4 to 24

D. Bulk and Area Regulations.

1. Lot Width Minimum.

Mobile Home Park	100 Feet
Lot within a Mobile Home Park	50 Feet
One Family	60 Feet
Two Family	60 Feet
Three or More	90 Feet
Professional Offices	100 Feet

2. Lot Area Minimum.

Mobile Home Park	3 Acres
Lot Within a Mobile Home Park	4,200 Sq. Ft.
Row House:	
Development	10,000 Sq. Ft.
Individual Lot	2,500 Sq. Ft.
Single-Family	6,000 Sq. Ft.
Two-Family	7,000 Sq. Ft.
Three or More	9,000 Sq. Ft.
Fraternity or Sorority	2 Acres
Professional Offices	1 Acre

3. Land Area Per Dwelling Unit.

Mobile Home	3,000 Sq. Ft.
Apartments:	
Two or More Bedrooms	2,000 Sq. Ft.
One Bedroom	1,700 Sq. Ft.
No Bedroom	1,700 Sq. Ft.
Fraternity or Sorority	1,000 Sq. Ft. per Resident

E. Yard Requirements (feet).

FRONT YARD	SIDE YARD	REAR YARD
25	8	25

Cross Reference: Variances Chapter 156.

F. Height Regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.

(Code 1991, § 160.033; Code 1965, App. A, Art. 5(III); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81)

From Fayetteville General Plan 2020 – 2001 Revision

9.14 Mixed Use Areas

The areas indicated as mixed use on the future land use map are areas where residential, commercial, office, agricultural, and some industrial uses would be appropriate. Much of south Fayetteville is shown as a mixed use area because it is in need of redevelopment and can accommodate future development. Designation of mixed use areas will allow developers a great deal of flexibility in terms of uses, while City regulations will maintain standards for quality mixed development. This part of the plan recognizes that development is market driven and therefore doesn't attempt to designate specific future land uses within these areas.

Mixed Use Areas: *Guiding Policies*

9.14.a Allow mixing of uses and integration of design through the planning process.

Mixed Use Areas: *Implementation Strategies*

Strategies specific to each mixed use area will need to be developed to properly manage and encourage mixing of uses within these areas.

9.14.b Develop a planned unit development ordinance which allows mixing of uses and integration of design through the planning process.

9.14.c Continue to implement the overlay district. The Bypass Design Overlay District regulations should ensure that most of the areas along the 71 Bypass designated for mixed use develop into attractive developments which increase the value of nearby property and encourage further development.

9.14.d Complete construction of the Razorback Road extension and the rail-trail to attract investment in the area bounded by U. S. 71 Bypass, 6th Street, and U. S. 71 Business.

9.14.e Implement the Corridors and Gateways Plan as funding becomes available to further improve the appearance of south Fayetteville.

9.14.f Concurrently develop strategies with the University of Arkansas to encourage students to live in the area, perhaps providing densities sufficient to support public transit. This corridor should also be considered for pedestrian enhancement through future ISTEA, CDBG, and recreational grants.

Moulden
Summary of Trip Generation Calculation
For 8 Dwelling Units of Apartments
December 02, 2002

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	6.63	2.98	1.00	53
7-9 AM Peak Hour Enter	0.08	0.00	1.00	1
7-9 AM Peak Hour Exit	0.43	0.00	1.00	3
7-9 AM Peak Hour Total	0.51	0.73	1.00	4
4-6 PM Peak Hour Enter	0.42	0.00	1.00	3
4-6 PM Peak Hour Exit	0.20	0.00	1.00	2
4-6 PM Peak Hour Total	0.62	0.82	1.00	5
Saturday 2-Way Volume	6.39	2.99	1.00	51
Saturday Peak Hour Enter	0.00	0.00	1.00	0
Saturday Peak Hour Exit	0.00	0.00	1.00	0
Saturday Peak Hour Total	0.52	0.74	1.00	4

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 6th Edition, 1997.

TRIP GENERATION BY MICROTRANS

From subject property, looking at properties to the east.

At Cato Springs Road, looking north at subject property.

Property to east is owned by John Fields, (582-1307) 1458 CATO SPRINGS RD 72701 FAY
(SAW MILL CONST)

Mr. Fields is the seller of the property that is being Requested For Rezoning. 765-08411-000

Purpose of rezoning is to put 8 unit apartment building on lots.

Land on Cato Springs Road would probably not be feasible for commercial.

Proximity to 4 lane Razorback Road would make traffic flow no problem.

There is a partially burned house on one of the lots.

Property on the westside is vacant, owned by Eoff & Co. (521-5636) 380 W. 24TH FAY 72701

PROPERTY TO NORTH OWNED BY J.L. WATTS 2015 VALE AVE 72701 (R2)

PROPERTY TO SOUTH OWNED BY CITY OF FAYETTEVILLE (FAY PUBLIC WORKS)
1425 CATO SPRINGS RD 72701

Nov. 14th, 2002

We feel that zoning requested is in line with the City's mixed use Agenda.

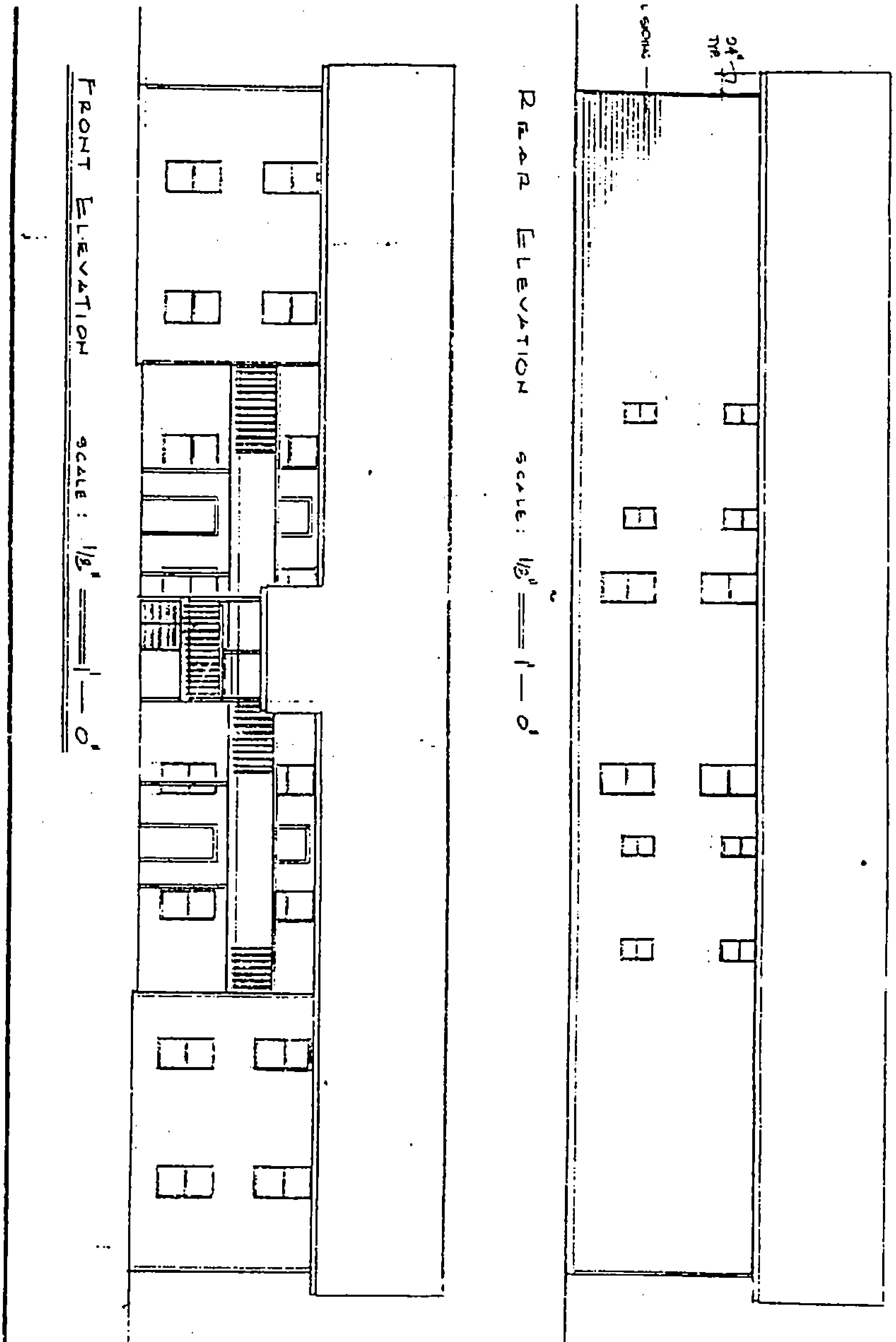
The close proximity to the University of Arkansas and four lane Razorback Road extention will make property attractive and affortable to students.

We are small landlords and manage properties ourselves and take pride in making properties an asset to the City of Fayetteville.

Norman R. Moulden
Norman R Moulden

Bernice J. Mathias
Bernice J. Mathias

Building Sketch (side elevation)



NORMAN F

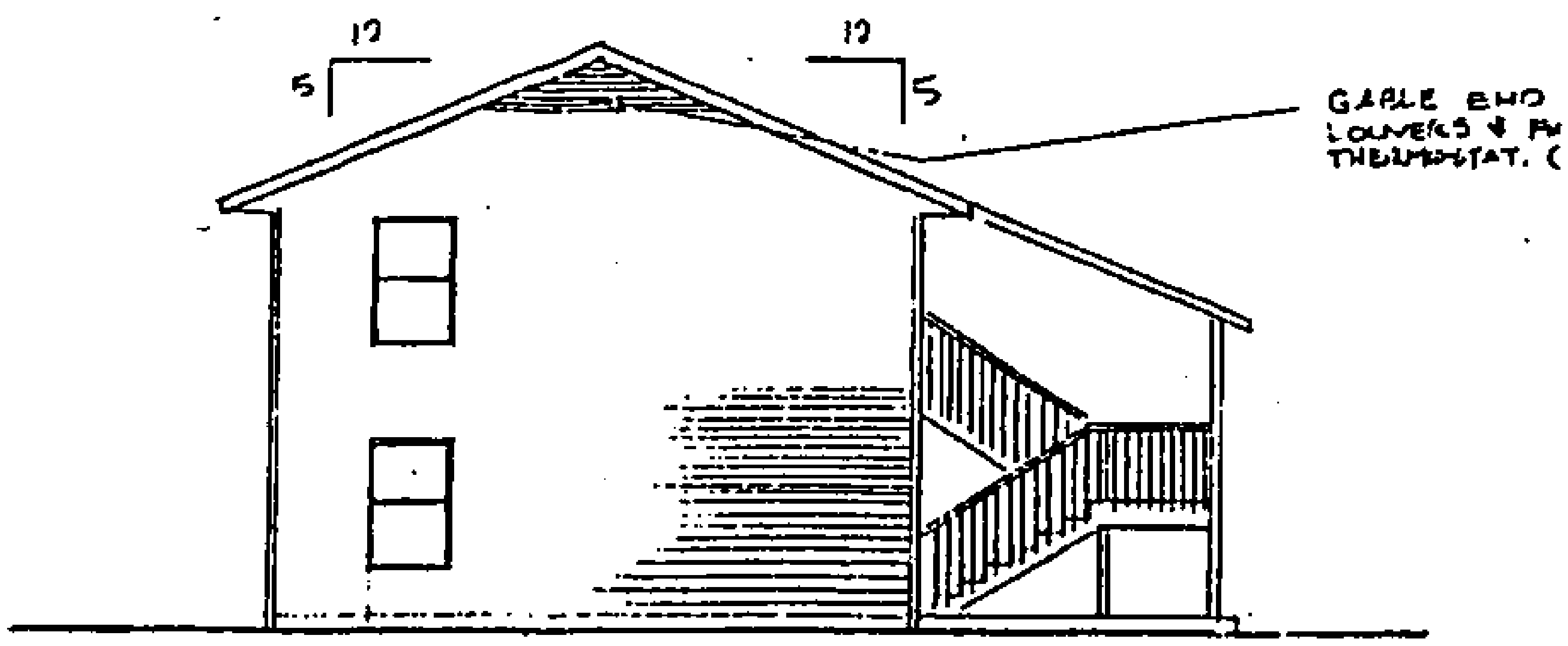
Building Sketch (end view)

NORTH

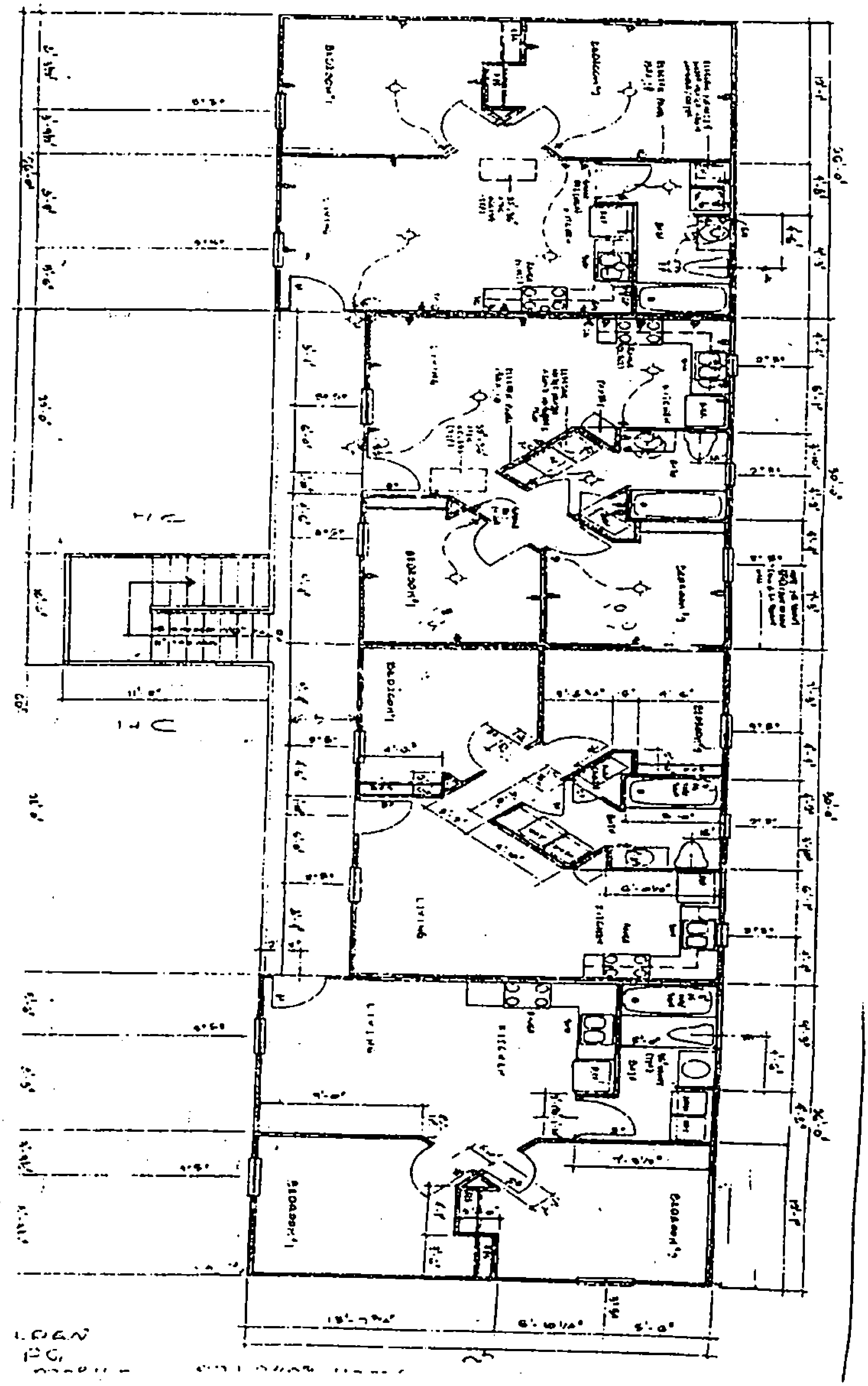
FLOOR PLAN (TYPICAL) SCALE: 1/4" = 1'— C

FIRST FLOOR	2500	SQ.FT.
SECOND FLOOR	2500	SQ.FT.
TOTAL	5000	SQ.FT.

39 ft
45 ft



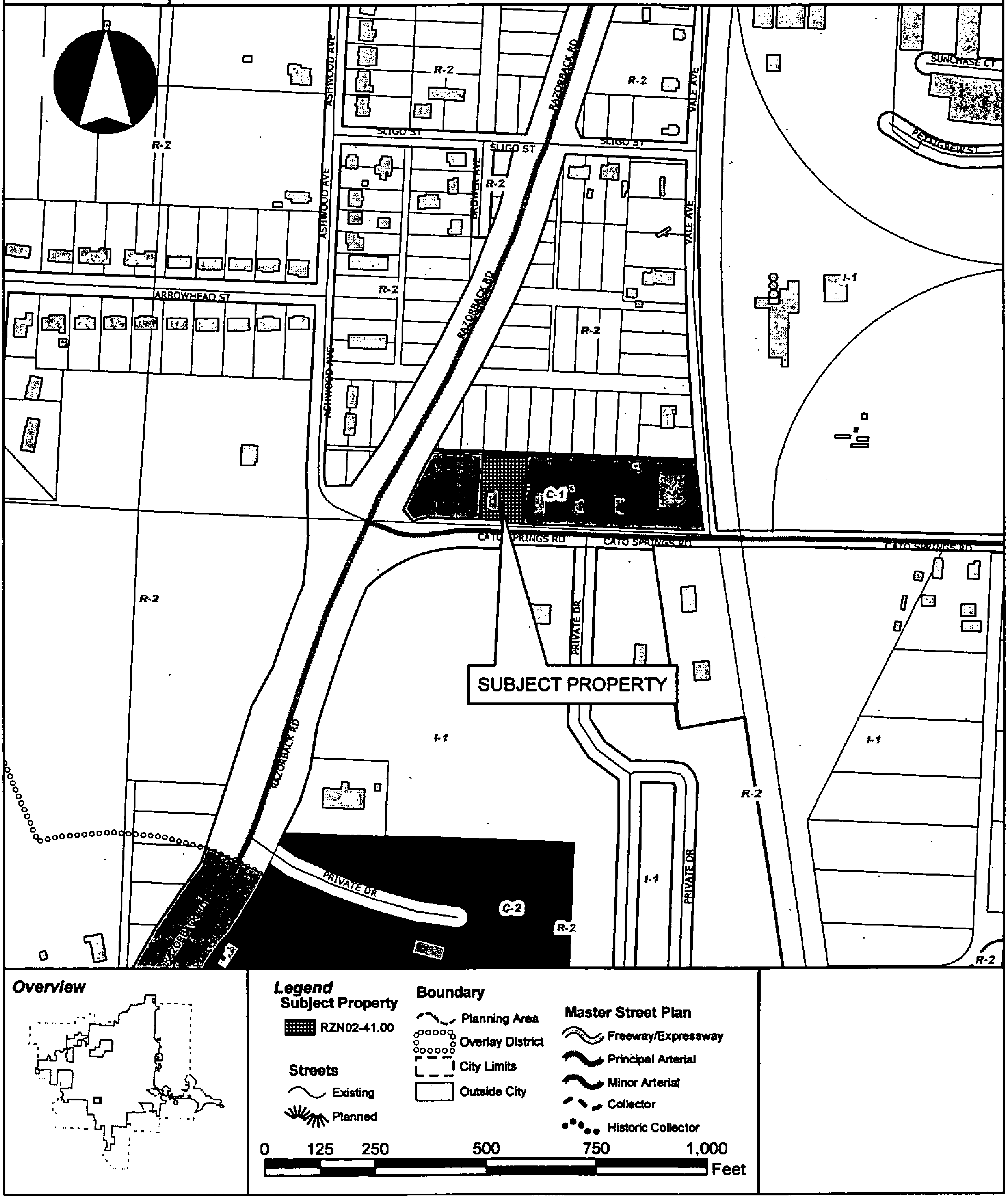
LEFT ELEVATION SCALE: 1/8" = 1'—



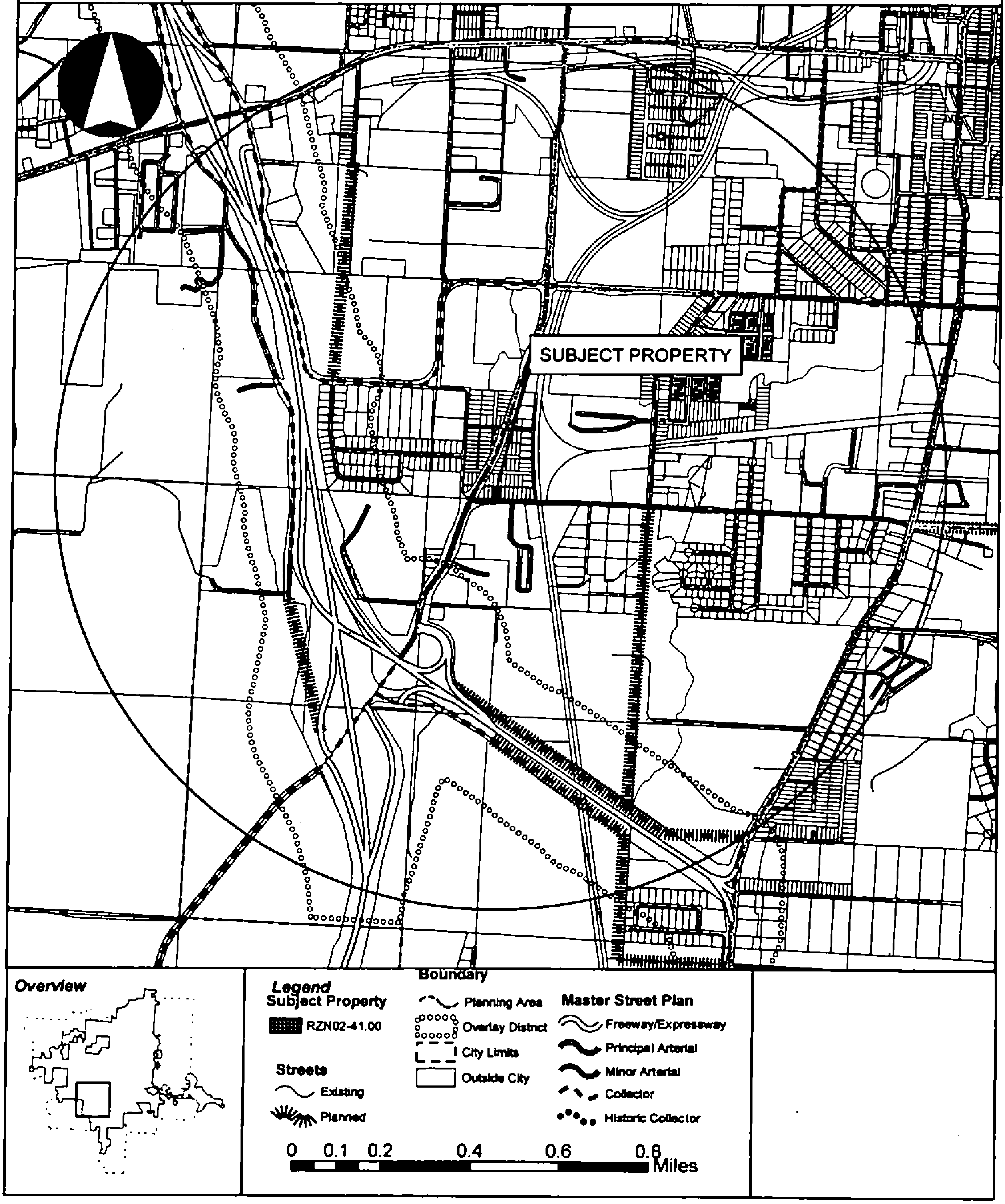
RZN02-41.00

Close Up View

MOLDEN



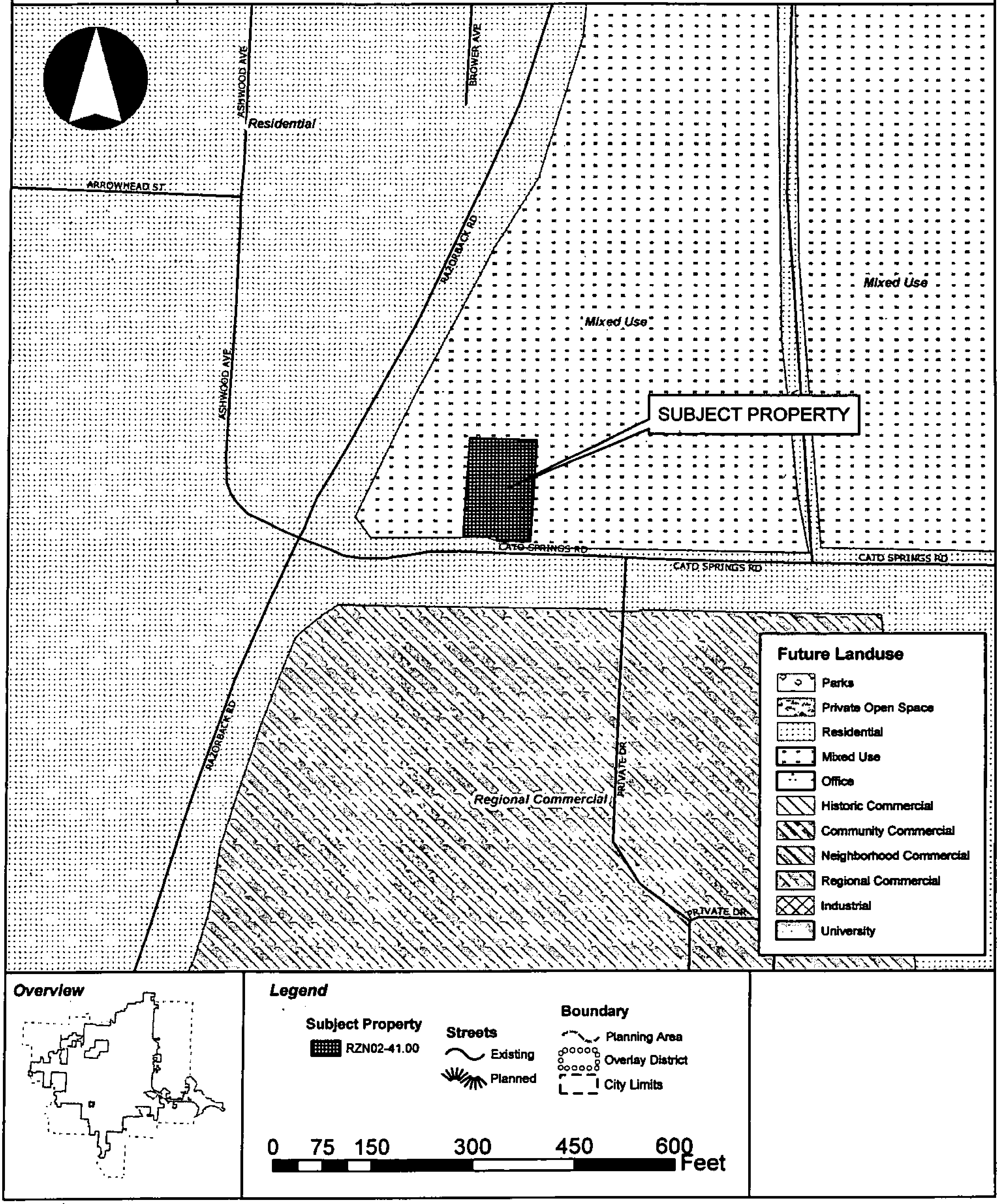
RZN02-41.00	MOLDEN
One Mile View	



RZN02-41.00

Future Landuse

MOLDEN



RZN 02-41.00: Rezoning (Moulden, pp 599/638) was submitted by Norman Moulden for property owned by Saw Nail Construction and located at 1504 Cato Springs Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.33 acres. The request is to rezone to R-2, Medium Density Residential.

Aviles: The second item on our agenda this evening is RZN 02-41.00 that was submitted by Norman Moulden for property owned by Saw Nail Construction and located at 1504 Cato Springs Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.33 acres. The request is to rezone to R-2, Medium Density Residential. Shelli, would you give us the staff report please?

Rushing: Yes Ma'am. This property is located on the north side of Cato Springs Road. It is on the east side of Razorback Road. It is approximately .33 acres. Right now there is a condemned house on the lot. The property to the west is vacant and the properties to the east and along the north side of Cato Springs Road contain single-family residential uses and there is a public utility facility across the street. The applicant does have a contract for sale of the property contingent upon this rezoning request. The buyer is proposing to construct an eight unit apartment building and they are requesting the R-2 in order to permit the eight unit apartment building. Staff is recommending denial of this requested rezoning. A couple of reasons for that are that number one the proposal is not consistent with the Future Land Use Plan. It shows this area as mixed use. The proposed development is not a mixed use development. Further, it does not compliment the surrounding single-family uses that are on either side of this property. Second, the surrounding land uses are all one story single-family uses and the proposed two story multi-family development would significantly change the character of this neighborhood. Third, the property does need to remain a C-1 zoning at this time. There is very little C-1 zoning in this portion of the city. We identified only three other areas where as there are numerous areas of R-2 zoning in this particular portion of the city and we do find that this particular rezoning isn't warranted at this time.

Aviles: Thank you Shelli. Is the applicant present?

Moulden: Yes.

Aviles: Would you like to make a presentation?

Moulden: Yes.

Aviles: Come forward and tell us your name please.

Moulden: My name is Norman Moulden and I have contacted to the east, west, and north all the owners of the property. To the north of the property is all zoned R-2 right now. There is a large parcel of land. The only part, as you can see on your map, is right along Cato Springs. The lots that I am asking to be rezoned are not corner lots.

There are two and a half lots between me and the corner bordering Razorback Road. There is R-2 behind it, a large parcel right now that will more than likely be residential apartments. Realistically with the cement plant close and the sewer and water department across the street the property that I am wanting to build on has a burned out house that has been sitting for quite some time on it that has been a problem with the city. The house next to it Mr. Fields owns. His mother lives in the house next to him and neither one of them have any reservations about it going R-2 or about there being apartments there. Mr. and Mrs. Watson own the property to the north and it is R-2 and they have no reservations. Razorback Road, between it and some rental property on Razorback Road. Realistically, it is not a place that anybody is going to build commercial that is going to add to the tax structure of the city because of the low traffic and the location. There is no visibility from main roads and it does fit with our Land Use Plan in that it would be ideal for student rental is what I am trying to stay with. I do have some student rental now and I have real good luck with students. Students are the politest renters you can find. They might try to do something but if you tell them not to they don't. They are as good of renters as you can find that I have found. That is my plans for it. My wife and I take care of all our own property, we have very few rentals. We mow our own, keep it up, landscape it. When other people are sitting and watching T.V. we drive by our rental property and make sure there are no problems going on. I think it would be an asset to the city but I realize that is your decision. I also talked with Mr. Eoff that has the property to the north, Robert Eoff, and he has no problems with it being R-2 either. As far as the people that live in the area, they have no problems with it and as far as it being good for commercial there is really not a whole lot that could go in there that would benefit anybody. I appreciate it. Are there any questions?

Aviles: Thanks Mr. Moulden, we will bring you back up after we have taken public comment. Shelli, did we have any comments from any neighbors regarding this rezoning proposal?

Rushing: We did not.

Aviles: Ok, thanks. Is there any member of the audience that would wish to address us on this rezoning this evening? Seeing none, I will go ahead and bring the discussion back then to the applicant and to the Planning Commission.

Ward: I know that the staff recommends denial but I have been down there. The property is definitely an eye sore now. I definitely do not see this property ever going C-1, Neighborhood Commercial, or it won't be in a long time. I think the best use for this property at this time is R-2. I don't see Commercial being developed down there at any time real quick because of the way it is set up. Maybe even Industrial is not real good either. That is my take on it. I will go ahead and make a recommendation that we approve RZN 02-41.00 and do the rezoning with the idea that there will be eight units on this .33 acres. I think it is a very small piece of land that we are actually talking about here. It is not like we are rezoning 30 acres R-2. It is a very, very small piece of property. I think it is something that will improve the looks of the property down there and I definitely don't see C-1 being viable for the near future.

Aviles: I have a motion for approval and recommendation of the rezoning by Commissioner Ward, is there a second?

Estes: Madam Chair, I like Commissioner Ward, take staff recommendations very seriously and study those recommendations very carefully. However, within these circumstances, although single-family residents do exist within close proximity of the property the C-1 zoning will not accommodate additional R-1 and it is not probable that the property would develop as C-1. The proposed rezoning will result in redevelopment of a deteriorating area. It is for these reasons that I would second Commissioner Ward's motion.

Aviles: I have a motion by Commissioner Ward and a second by Commissioner Estes. Is there further discussion?

Bunch: As far as the findings of fact that we must make, finding number one says multi-family is not compatible with surrounding land uses and does not meet the intent of the zoning ordinance. I have a little difficulty with that since the piece of property that adjoins it to the north is R-2 and the request is to change to R-2, which would be compatible with the property to the north so as we make the motions and second them do we need to reflect the findings of change and the findings of fact?

Aviles: I think that is appropriate since we are not in the habit of going against the staff's recommendation but would more rather clarify the position and possibly for the edification of the City Council members as they review this rezoning request.

Williams: I don't think you would change the findings of staff because that is still the findings of the staff. You certainly should address them and say why maybe you disagree but I don't think you really can change the findings of staff. That is still their findings.

Aviles: Commissioner Bunch, did you have anything to add to that?

Bunch: Not at this time.

Aviles: I will weigh in on the mixed use issue. In our Land Use Plan I found it very helpful to refer to that in our deliberations on the Planning Commission. As far as setting a precedent on the waiver or going without the General Plan, I think that we are following in line with our general view of rezonings that we hold commercial to the primary intersections, we step that back to multi-family and then step that back again to single-family. I would echo the other Commissioners thoughts along those lines and say that the finding of the General Land Use Plan would be in line with previous rezoning approvals. Is there anybody else that would like to weigh in this evening? I have a motion and a second. Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to forward RZN 02-41.00 to the City Council with a recommendation for approval was approved by a vote of 7-0-0.

Aviles: Thank you, the motion carries unanimously. Tim, is there any further business?

Conklin: There is no further business. We will see you next year.

Aviles: Ok, thank you. I would like to wish everybody a Happy Holiday Season and with that we are adjourned.

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of January 7, 2003

FROM:

Name	Division	Department
Holly Jones	Engineering	Public Works

ACTION REQUIRED:

To approve the acquisition of three parcels of property, totaling 21.35 acres, in the area of Razorback Road and Dowell Cemetery Road for conservation and preservation. This purchase is to satisfy a settlement agreement between several entities and the City of Fayetteville in a 2000 lawsuit in relation to CMN Business Park and Kohl's Department Store that was built conflicting with the City's tree preservation ordinance.

COST TO CITY:

$294,500.00 Cost of this Request	$469,827.38 Category/Project Budget	Tree & Trails Trust Category/Project Name
4470.1544.00 Account Number	$-0- Funds Used To Date	Program Name
01033-1 Project Number	$469,827.38 Remaining Balance	Sales Tax 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 the approval of the purchase of these tracts of property to be used as a preservation area

Division Head	Date 12-19-02	Cross Reference
Hugh Earnest Department Director	Date 12-26-02	New Item: Yes ___ No ___
Administrative Services Director	Date	Prev Ord/Res #: ________
Dan Coody Mayor	Date 12/27/02	Orig Contract Date: ________

STAFF REVIEW FORM

Description Approval of Conservation Area Purchases

Meeting Date January 7, 2003

Comments:

Reference Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Dan Coody, Mayor
Greg Boettcher, Public Works Director
Jim Beavers, City Engineer Jim B.
Tim Conklin, City Planner TC.
Steve Hatfield, Park Landscape Architect

FROM: Holly Jones, Land Agent Holly Jones

DATE: December 17, 2002

SUBJECT: Conservation Area Purchases-Tree & Trails Task Force

Attached you will find four offers to purchase three pieces of property in the area of I-540 and Razorback Road for conservation. The purchase of these properties will satisfy a requirement of a settlement agreement that was the result of a lawsuit over the removal of trees in CMN Business Park (Kohl's Department Store).

We presented offers to four property owners. Two of the property owners, Mr. Richardson and Mrs. Heflin, accepted our offers without hesitation. The other property owners, Mrs. Brandon and The Brandon Family Trust (50% interest each), rejected our first offer with a counter-offer. The Task Force then rejected their counter-offer, deciding to ask Mrs. Heflin and Mr. Richardson to waive the Adjacent Parcel Contingency on the original offer. They agreed to do so. The Brandons were notified of the Committee's decision to reject their counter-offer. They were asked to re-consider our original offer since their property would essentially be surrounded by City-owned preservation area. The family members met and decided to accept our original offer.

A new Offer and Acceptance Contract was presented to the Brandon Family and Mrs. Brandon and we have received those signed, accepted offers, all of which are included in this packet. Earnest money has been paid to Mr. Richardson and Mrs. Heflin but the accepted offers were received too late today to request the earnest money checks for the Brandons.

TEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

October 25, 2002

J. O. Richardson, Trustee
2541 Golden Oaks Drive
Fayetteville, AR 72703

RE: Pt NE¼ NW¼ 29-16-30 2.130 Acres
Tree & Trails Task Force Conservation Area

Dear Mr. Richardson:

As you are aware, the City of Fayetteville is interested in purchasing your property described above, as well as two other properties adjoining yours. We would preserve this property for its natural beauty as a natural gateway into the City from the South. You should have recently received an information packet, with all the details regarding the need for this purchase, from the Tree and Trails Task Force.

I have enclosed the 'Offer and Acceptance Contract and Vendor Form requiring information about you to be returned so that an earnest money check may be obtained and mailed to in the amount of **$1,290.00**. We are offering to purchase your entire parcel of property for a total value of **$64,500.00**. This offer is contingent upon approval by the City Council, a consensus of the three property owners approached and a good survey of the properties.

The offer is based upon a recent appraisal by Mr. Mark Risk of The Real Estate Consultants and I have included a copy of the appraisal summary for your records. Included in this packet is a map of the anticipated purchase area for conservation, as well as a drawing of your specific property.

Should you elect to accept this offer, the *Offer and Acceptance Contract* 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. The Vendor Form containing a Social Security Number should also be signed and returned with the signed Offer, so that the earnest money check can be obtained and mailed to you, usually within two weeks of our receipt.

A City Land Agent will be happy to meet with you and/or your representatives to discuss this offer, or witness/notarize the documents, at your convenience. Please contact Holly Jones at (479) 444-3414 or Jill Goddard at 444-3407 to set up an appointment. You may also contact Tim Conklin, City Planner at 575-8265 or Steve Hatfield, Park Landscape Architect at 718-7688 with any questions you may have regarding this project.

Sincerely,

Dan Coody
Mayor

Encl
DC/hj

113 WEST MOUNTAIN 72701 479-521-7700
FAX 479-575-8257

OFFER AND ACCEPTANCE CONTRACT

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

SEE ATTACHED EXHIBIT "A"

FOR PROPERTY DESCRIPTION

2. **Purchase Price**: Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash payment of **$64,500**.

3. **Adjacent Parcel Contingency:** Buyer asserts and Seller hereby acknowledges that this offer is expressly contingent upon the acceptance of the separate offers made this date for the purchase of two (2) adjacent parcels given Washington County Tax Parcel ID Number 765-15415-000 and Number 765-15422-000, and that the rejection of either of the above-referenced offers shall render this offer null and void.

4. **Contingent Earnest Money Deposit**: The Buyer will tender a check for **$1,290.00** to **J. O. Richardson Trustee of the James A. Richardson Trust**, 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. A Vendor Form is attached hereto on which the Seller must provide to the Buyer a Tax Identification Number (Corporation) or Social Security Number so that the earnest money check can be written and mailed to the Seller within two weeks of the Seller's acceptance of this contract.

5. 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.

6. 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. The cost of such title insurance policy shall be equally shared by Seller and Buyer.

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.

9. The closing date is to be within **thirty** (**30**) days after approval of this contract by the Fayetteville City Council. If the last date of such closing falls on a weekend or holiday, it will be held the following working day. The closing agent will be a mutually agreed upon closing firm in Washington County.

10. Possession of the property shall be delivered to the Buyer on the date of closing.

11. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.

12. All fixtures, improvements and attached equipment are included in the purchase price.

13. 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.

14. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge. Upon acceptance of all conditions and terms of this Offer and Acceptance, Buyer and Seller shall share equally the costs of any and all testing for the existence of environmental hazards. Should the existence of environmental hazards be known or determined, Seller shall cure such, at Seller's expense, or in the alternative, at Buyer's discretion, Buyer may cure such environmental hazard, and Seller shall indemnify Buyer for all costs associated with said cure.

15. This agreement shall be governed by the laws of the State of Arkansas.

16. 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.

17. This contract expires, if not accepted by the Seller on or before the 27th day of November, 2002.

18. NOTICE: **BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE $1,290.00 EARNEST MONEY DEPOSIT.**

SELLER:

J.O. Richardson

J. O. Richardson, Trustee of the
James A. Richardson, Trust u/t/d May 1, 1998

Date: 11/4/02

AGENT OR WITNESS:

Date:

BUYER:

City of Fayetteville, Arkansas,
a municipal corporation

Dan Coody

Dan Coody, Mayor

Date: 10/24/02

Tina Roberts

~~Heather Woodruff~~, City Clerk
Deputy

Date: 10-30-02

(SEAL)

EXHIBIT "A"
PROPERTY DESCRIPTION

A part of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section 29 in Township 16 North of Range 30 West, described as follows, to-wit: Beginning at a point 1155.00 feet South of the NE corner of said 40 acre tract, thence South 165.0 feet, thence West 396.0 feet, thence North 330.0 feet, thence N 74 degrees 28'30" East 155.68 feet, thence South 206.67 feet, thence East 246.00 feet to the point of beginning, containing 2.1399 acres, more or less, except 15 feet off the South side thereof for road purposes and subject to Cato Springs Road on the East.

ALSO LESS & EXCEPT: Part of the Northeast Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 29, in Township 16 North of Range 30 West in Washington County, Arkansas, more particularly described as follows: Starting at the Northeast corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section 29; thence South 02 degrees 31'05" West along the East line thereof a distance of 1142.30 feet to a point on the Northwesterly proposed right of line of State Highway 265 for the point of beginning; thence continue South 02 degrees 31'05" West along the East line of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section 29 a distance of 29.88 feet to a point on the Northwesterly existing right of way line of State Highway 265; thence in a Southwesterly direction along said existing right of way line on a curve to the left having a radius of 527.62 feet a distance of 77.41 feet to a point of the Westerly proposed right of way line of State Highway 265; thence North 18 degrees 18'14" East along said proposed right of way line a distance of 80.57 feet to a point; thence North 23 degrees 32'05" East along said proposed right of way line a distance of 24.93 feet to the point of beginning and containing 0.01 acre, more or less.

SIGNED FOR IDENTIFICATION:

SELLER:

J.O. Richardson

J. O. Richardson, Trustee of the James A. Richardson Trust u/t/d May 1, 1998

BUYER:

Dan Coody

Dan Coody, Mayor

Tina Roberts

~~Heather Woodruff~~, City Clerk
Deputy

ACKNOWLEDGMENT

STATE OF ARKANSAS)
Benton) ss.
COUNTY OF ~~WASHINGTON~~)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **J. O. Richardson, Trustee of the James A. Richardson Trust, u/t/d May 1, 1998**, to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 4th day of November, 2002.

HOLLY F. JONES
NOTARY PUBLIC, STATE OF ARKANSAS
MY COMMISSION EXPIRES 05-01-2008
BENTON COUNTY

Holly F. Jones
Notary Public

MY COMMISSION EXPIRES: 5/1/2008

ACKNOWLEDGMENT

STATE OF ARKANSAS)
BENTON) ss.
COUNTY OF ~~WASHINGTON~~)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Dan Coody** and Gina Roberts **~~Heather Woodruff~~**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and Acting **City Clerk** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 30th day of October, 2002.

Holly F. Jones
Notary Public

MY COMMISSION EXPIRES: 5/1/08

HOLLY F. JONES
NOTARY PUBLIC, STATE OF ARKANSAS
MY COMMISSION EXPIRES 05-01-2008
BENTON COUNTY

TEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

October 25, 2002

Mary I. Heflin
3473 Redwood
Fayetteville AR 72703

RE: Pt NE¼ NW¼ 29-16-30 16.50 Acres
Tree & Trails Task Force Conservation Area

Dear Mrs. Heflin:

As you are aware, the City of Fayetteville is interested in purchasing your property described above, as well as two other properties adjoining yours. We would preserve this property for its natural beauty as a natural gateway into the City from the South. You should have recently received an information packet, with all the details regarding the need for this purchase, from the Tree and Trails Task Force.

I have enclosed the Offer and Acceptance Contract and a Vendor Form requiring information about you to be returned so that an earnest money check may be obtained and mailed to you in the amount of **$4,000.00**. We are offering to purchase your entire parcel of property for a total value of **$200,000.00**. This offer is contingent upon approval by the City Council, a consensus of the three property owners approached and a good survey of the properties.

The offer is based upon a recent appraisal by Mr. Mark Risk of The Real Estate Consultants and I have included a copy of the appraisal summary for your records. Included in this packet is a map of the anticipated purchase area for conservation, as well as a drawing of your specific property.

Should you elect to accept this offer, the *Offer and Acceptance Contract* 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. The Vendor Form containing a Social Security Number should also be signed and returned with the signed Offer so that the earnest money check can be obtained and mailed to you, usually within two weeks of our receipt.

A City Land Agent will be happy to meet with you and/or your representatives to discuss this offer, or witness/notarize the documents, at your convenience. Please contact Holly Jones at (479) 444-3414 or Jill Goddard at 444-3407 to set up an appointment. You may also contact Tim Conklin, City Planner at 575-8265 or Steve Hatfield, Park Landscape Architect at 718-7688 with any questions you may have regarding this project.

Sincerely,

Dan Coody
Mayor

Encl
DC/hj

113 WEST MOUNTAIN 72701 479-521-7700
FAX 479-575-8257

OFFER AND ACCEPTANCE CONTRACT

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

SEE ATTACHED EXHIBIT "A"

FOR PROPERTY DESCRIPTION

2. **Purchase Price**: Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash payment of **$200,000**.

3. **Adjacent Parcel Contingency:** Buyer asserts and Seller hereby acknowledges that this offer is expressly contingent upon the acceptance of the separate offers made this date for the purchase of two (2) adjacent parcels give Washington County Tax Parcel ID Number 765-15417-000 and Number 765-15422-000, and that the rejection of either of the above-referenced offers shall render this offer null and void.

4. **Contingent Earnest Money Deposit**: The Buyer will tender a check for **$4,000.00** to **Mary I. Heflin, Surviving Spouse of Walter L. Heflin**, 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. A Vendor Form is attached hereto on which the Seller must provide to the Buyer a Tax Identification Number (Corporation) or Social Security Number so that the earnest money check can be written and mailed to the Seller within two weeks of the Seller's acceptance of this contract.

5. 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.

6. 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. The cost of such title insurance policy shall be equally shared by the Seller and the Buyer.

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.

9. The closing date is to be within thirty (30) days after approval of this contract by Fayetteville City Council. If the last date of such closing falls on a weekend or holiday, it will be held the following working day. The closing agent will be a mutually agreed upon closing firm within Washington County.

10. Possession of the property shall be delivered to the Buyer on the date of closing.

11. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.

12. All fixtures, improvements and attached equipment are included in the purchase price.

13. 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.

14. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge. Upon acceptance of all conditions and terms of this Offer and Acceptance, Buyer and Seller shall share equally the costs of any and all testing for the existence of environmental hazards. Should the existence of environmental hazards be known or determined, Seller shall cure such, at Seller's expense, or in the alternative, at Buyer's discretion, Buyer may cure such environmental hazard, and Seller shall indemnify Buyer for all costs associated with said cure.

15. This agreement shall be governed by the laws of the State of Arkansas.

16. 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.

17. This contract expires, if not accepted by the Seller on or before the 27th day of November, 2002.

18. **NOTICE: BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE $4,000.00 EARNEST MONEY DEPOSIT.**

OFFER AND ACCEPTANCE CONTRACT

SELLER:

Mary I. Heflin
Mary I. Heflin

Date: 11-1-2002

AGENT OR WITNESS:

David A. Schaefer

Date: 11-1-02

OFFICIAL SEAL
DAVID A. SCHAEFER
NOTARY PUBLIC-ARKANSAS
MADISON COUNTY
MY COMMISSION EXPIRES 01-19-2006

BUYER:

City of Fayetteville, Arkansas,
a municipal corporation

Dan Coody
Dan Coody, Mayor

Date: 10/24/02

Gina Roberts
~~Heather Woodruff~~, City Clerk
Deputy

Date: 10-30-02

(SEAL)

EXHIBIT "A"
PROPERTY DESCRIPTION

A part of the Northeast Quarter of the Northwest Quarter of Section Twenty-nine (29) in Township Sixteen (16) North of Range Thirty (30) West, described as follows: Beginning at the Northeast corner of said forty acre tract, and running thence West forty (40) rods; thence South Eighty (80) rods to the South line of said forty acre tract; thence East Sixteen (16) rods; thence North Twenty (20) rods; thence Northeast to a point on the East line of said forty acre tract, which is Fifty-three and one third (53 1/3) rods South of the beginning point; thence North to the beginning point, containing sixteen and one-half (16½) acres, more or less

SIGNED FOR IDENTIFICATION:

SELLER:

Mary I. Heflin

Mary I. Heflin

BUYER:

Dan Coody

Dan Coody, Mayor

Tina Roberts

~~Heather Woodruff,~~ City Clerk
Deputy

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF ~~WASHINGTON~~ Madison)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Mary I. Heflin, Surviving Spouse of Walter L. Heflin**, to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged that she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 1st day of November, 2002.

David A. Schaefer
Notary Public

MY COMMISSION EXPIRES: 1-19-2006

OFFICIAL SEAL
DAVID A. SCHAEFER
NOTARY PUBLIC-ARKANSAS
MADISON COUNTY
MY COMMISSION EXPIRES 01-19-2006

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF ~~WASHINGTON~~ Benton)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Dan Coody** and ~~**Heather Woodruff**~~ Gina Roberts, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and Deputy **City Clerk** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 30th day of October, 2002.

Holly F. Jones
Notary Public

MY COMMISSION EXPIRES: 5/1/2008

HOLLY F. JONES
NOTARY PUBLIC, STATE OF ARKANSAS
MY COMMISSION EXPIRES 05-01-2008
BENTON COUNTY

Land Purchase
C. 6. Page|6

TEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

December 9, 2002

Hiram Brandon Family Trust
c/o Aubrey Harris
13825 Pleasant Forest Drive
Little Rock, Arkansas 72212

RE: Pt E½ SW¼ NE¼ NW¼ 29-16-30 2.72 Acres
Alice G. Brandon & Hiram Brandon Family Trust 50% Interest Each
Tree & Trails Task Force Conservation Area

Dear Mr. Harris:

As you are aware, the City of Fayetteville is interested in purchasing your property described above, as well as two other properties adjoining yours. We would preserve this property for its natural beauty as a natural gateway into the City from the South.

As per your conversations today with Holly Jones, Land Agent, I have enclosed the Offer and Acceptance Contract and a Vendor Form requiring information to be returned so that two earnest money checks may be obtained and mailed to you in the amount $300.00 each for a total of **$600.00**. One of these will be written to Alice G. Brandon and one to the Hiram Brandon Family Trust. We are offering to purchase your property for a total value of **$30,000.00,** which will also be split at closing. This offer is contingent upon approval by the City Council and a good survey of the property. The other two parcels adjoining this one, have accepted our offers to them.

The offer is based upon a recent appraisal by Mr. Mark Risk of The Real Estate Consultants and I have included a copy of the appraisal summary for your records. Included in this packet is a map of the anticipated purchase area for conservation, as well as a drawing of your specific property.

Should you elect to accept this offer, the *Offer and Acceptance Contract* 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. The Vendor form containing a Social Security Number should also be signed and returned with the signed Offer, so that the earnest money check can be obtained and mailed to, usually within two weeks of our receipt.

113 WEST MOUNTAIN 72701 479-521-7700
FAX 479-575-8257

A City Land Agent will be happy to meet with you and/or your representatives to discuss this offer, or witness/notarize the documents, at your convenience. Please contact Holly Jones at (479) 444-3414 or Jill Goddard at 444-3407 to set up an appointment. You may also contact Tim Conklin, City Planner at 575-8265 or Steve Hatfield, Park Landscape Architect at 718-7688 with any questions you may have regarding this project.

Sincerely,

Dan Coody

Dan Coody
Mayor

Encl

DC/hj

OFFER AND ACCEPTANCE CONTRACT

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

SEE ATTACHED EXHIBIT "A"

FOR PROPERTY DESCRIPTION

2. **Purchase Price**: Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash payment of **$30,000**.

3. **Adjacent Parcel Contingency**: Buyer asserts and Seller hereby acknowledges that this offer is expressly contingent upon the acceptance of the separate offers made this date for the purchase of two (2) adjacent parcels given Washington County Tax Parcel ID Number 765-15415-000 and Number 765-15417-000, and that the rejection of either of the above-referenced offers shall render this offer null and void.

4. **Contingent Earnest Money Deposit**: The Buyer will tender two checks of $300.00 each and totaling **$600.00** to **Alice G. Brandon and Hiram Brandon Family Trust**, 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. A Vendor Form is attached hereto on which the Seller must provide to the Buyer a Tax Identification Number (Corporation) or Social Security Number so that the earnest money check can be written and mailed to the Seller within two weeks of the Seller's acceptance of this contract.

5. 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.

6. 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. The cost of such title insurance policy shall be equally shared by the Seller and the Buyer.

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.

9. The closing date is to be within thirty (30) days after approval of this contract by the Fayetteville City Council. If the last date of such closing falls on a weekend or holiday, it will be held the following working day. The closing agent will be a mutually agreed upon closing firm within Washington County.

10. Possession of the property shall be delivered to the Buyer on the date of closing.

11. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.

12. All fixtures, improvements and attached equipment are included in the purchase price.

13. 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.

14. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge. Upon acceptance of all conditions and terms of this Offer and Acceptance, Buyer and Seller shall share equally the costs of any and all testing for the existence of environmental hazards. Should the existence of environmental hazards be known or determined, Seller shall cure such, at Seller's expense, or in the alternative, at Buyer's discretion, Buyer may cure such environmental hazard, and Seller shall indemnify Buyer for all costs associated with said cure.

15. This agreement shall be governed by the laws of the State of Arkansas.

16. 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.

17. This contract expires, if not accepted by the Seller on or before the **16th** day of **December**, 2002.

18. **NOTICE: BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE $600.00 EARNEST MONEY DEPOSIT.**

SELLER:
Hiram Brandon Family Trust
Trustee
Hiram Brandon Family Trust

Date: 12-16-02

AGENT OR WITNESS:

Jerry M. Campbell

Date: 12-16-02

BUYER:

City of Fayetteville, Arkansas,
a municipal corporation

Dan Coody, Mayor

Date: 12/11/02

Heather Woodruff, City Clerk

Date: 12/11/02

(SEAL)

EXHIBIT "A"
PROPERTY DESCRIPTION

The East Half (E½) of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section 29, Township 16 North, Range 30 West, containing 5 acres, more or less; LESS AND EXCEPT starting at the Southwest corner of the Northeast Quarter of the Northwest Quarter of Section 29; thence North 89°58' East along the South line thereof a distance of 330.0 feet to the point of beginning; thence North 1°42' West a distance of 654.55 feet to a point on the northeasterly proposed right of way line of Fayetteville Loop; thence South 25°59' East along said proposed right of way line a distance of 658.3 feet to a point; thence South 33°20' East along said proposed right of way line a distance of 74.6 feet to a point on the South line of the Northeast Quarter of the Northwest Quarter of Section 29; thence South 89°58' West along said South line a distance of 310.0 feet to the point of beginning and containing 2.28 acres in the exception, leaving 2.72 acres, more or less.

SIGNED FOR IDENTIFICATION:

SELLER: Hiram Brandon Family Trust
[signature] Trustee 12-16-02
Hiram Brandon Family Trust

BUYER:
[signature]
Dan Coody, Mayor

[signature]
Heather Woodruff, City Clerk

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF Pulaski)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared ______________, to me well known as the **Trustee of the Hiram Brandon Family Trust**, who executed the foregoing document, and who stated and acknowledged that **he/she/they** had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 16th day of December, 2002.

Jerry M. Campbell
Notary Public

JERRY M. CAMPBELL COM. NOTARY PUBLIC 11-15-2006 PULASKI COUNTY, ARK.

MY COMMISSION EXPIRES: 11-15-2006

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Dan Coody** and **Heather Woodruff**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

NOTARY PUBLIC WASHINGTON COUNTY, ARKANSAS

WITNESS my hand and seal on this 11 day of DECEMBER, 2002.

Lana Brogles
Notary Public

MY COMMISSION EXPIRES: 4-1-08

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

December 9, 2002

Alice G. Brandon
711 North Oak
Searcy, Arkansas 72143

RE: Pt E½ SW¼ NE¼ NW¼ 29-16-30 2.72 Acres
Alice G. Brandon & Hiram Brandon Family Trust 50% Interest Each
Tree & Trails Task Force Conservation Area

Dear Mrs. Brandon:

As you are aware, the City of Fayetteville is interested in purchasing your property described above, as well as two other properties adjoining yours. We would preserve this property for its natural beauty as a natural gateway into the City from the South.

As per conversations today between Holly Jones, Land Agent and Mr. Harris, I have enclosed the Offer and Acceptance Contract and a Vendor Form requiring information to be returned so that two earnest money checks may be obtained and mailed to you in the amount $300.00 each for a total of **$600.00**. One of these will be written to Alice G. Brandon and one to the Hiram Brandon Family Trust. We are offering to purchase your property for a total value of **$30,000.00,** which will also be split at closing. This offer is contingent upon approval by the City Council and a good survey of the property. The other two parcels adjoining this one, have accepted our offers to them.

The offer is based upon a recent appraisal by Mr. Mark Risk of The Real Estate Consultants and I have included a copy of the appraisal summary for your records. Included in this packet is a map of the anticipated purchase area for conservation, as well as a drawing of your specific property.

Should you elect to accept this offer, the *Offer and Acceptance Contract* 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. The Vendor form containing a Social Security Number should also be signed and returned with the signed Offer, so that the earnest money check can be obtained and mailed to, usually within two weeks of our receipt.

113 WEST MOUNTAIN 72701 479-521-7700
FAX 479-575-8257

A City Land Agent will be happy to meet with you and/or your representatives to discuss this offer, or witness/notarize the documents, at your convenience. Please contact Holly Jones at (479) 444-3414 or Jill Goddard at 444-3407 to set up an appointment. You may also contact Tim Conklin, City Planner at 575-8265 or Steve Hatfield, Park Landscape Architect at 718-7688 with any questions you may have regarding this project.

Sincerely,

Dan Coody

Dan Coody
Mayor

Encl

DC/hj

OFFER AND ACCEPTANCE CONTRACT

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

SEE ATTACHED EXHIBIT "A"

FOR PROPERTY DESCRIPTION

2. **Purchase Price**: Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash payment of **$30,000**.

3. **Adjacent Parcel Contingency**: Buyer asserts and Seller hereby acknowledges that this offer is expressly contingent upon the acceptance of the separate offers made this date for the purchase of two (2) adjacent parcels given Washington County Tax Parcel ID Number 765-15415-000 and Number 765-15417-000, and that the rejection of either of the above-referenced offers shall render this offer null and void.

4. **Contingent Earnest Money Deposit**: The Buyer will tender two checks of $300.00 each and totaling **$600.00** to **Alice G. Brandon and Hiram Brandon Family Trust**, 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. A Vendor Form is attached hereto on which the Seller must provide to the Buyer a Tax Identification Number (Corporation) or Social Security Number so that the earnest money check can be written and mailed to the Seller within two weeks of the Seller's acceptance of this contract.

5. 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.

6. 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. The cost of such title insurance policy shall be equally shared by the Seller and the Buyer.

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.

9. The closing date is to be within **thirty (30)** days after approval of this contract by the Fayetteville City Council. If the last date of such closing falls on a weekend or holiday, it will be held the following working day. The closing agent will be a mutually agreed upon closing firm within Washington County.

10. Possession of the property shall be delivered to the Buyer on the date of closing.

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12. All fixtures, improvements and attached equipment are included in the purchase price.

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14. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge. Upon acceptance of all conditions and terms of this Offer and Acceptance, Buyer and Seller shall share equally the costs of any and all testing for the existence of environmental hazards. Should the existence of environmental hazards be known or determined, Seller shall cure such, at Seller's expense, or in the alternative, at Buyer's discretion, Buyer may cure such environmental hazard, and Seller shall indemnify Buyer for all costs associated with said cure.

15. This agreement shall be governed by the laws of the State of Arkansas.

16. 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.

17. This contract expires, if not accepted by the Seller on or before the **16th** day of **December**, 2002.

18. **NOTICE: BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE $600.00 EARNEST MONEY DEPOSIT.**

SELLER:

Alice G. Brandon
Alice G. Brandon

Date: 12-16-02

AGENT OR WITNESS:

Date:

BUYER:

City of Fayetteville, Arkansas,
a municipal corporation

Dan Coody
Dan Coody, Mayor

Date: 12/11/02

Heather Woodruff
Heather Woodruff, City Clerk

Date: 12/11/02

(SEAL)

EXHIBIT "A"
PROPERTY DESCRIPTION

The East Half (E½) of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section 29, Township 16 North, Range 30 West, containing 5 acres, more or less; LESS AND EXCEPT starting at the Southwest corner of the Northeast Quarter of the Northwest Quarter of Section 29; thence North 89°58' East along the South line thereof a distance of 330.0 feet to the point of beginning; thence North 1°42' West a distance of 654.55 feet to a point on the northeasterly proposed right of way line of Fayetteville Loop; thence South 25°59' East along said proposed right of way line a distance of 658.3 feet to a point; thence South 33°20' East along said proposed right of way line a distance of 74.6 feet to a point on the South line of the Northeast Quarter of the Northwest Quarter of Section 29; thence South 89°58' West along said South line a distance of 310.0 feet to the point of beginning and containing 2.28 acres in the exception, leaving 2.72 acres, more or less.

SIGNED FOR IDENTIFICATION:

SELLER:

Alice G. Brandon
Alice G. Brandon

BUYER:

Dan Coody
Dan Coody, Mayor

Heather Woodruff
Heather Woodruff, City Clerk

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF)

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

WITNESS my hand and seal on this 16th day of December, 2002.

Susan Kay Herrin
Notary Public

SUSAN KAY HERRIN NOTARY PUBLIC ... COUNTY

MY COMMISSION EXPIRES: ______________

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Dan Coody** and **Heather Woodruff**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 11 day of DECEMBER, 2002.

LARA BROYLES NOTARY PUBLIC WASHINGTON COUNTY, ARKANSAS

Lara Broyles
Notary Public

MY COMMISSION EXPIRES: 4-1-08

RESOLUTION NO. ______

A RESOLUTION AMENDING THE RULES OF ORDER AND PROCEDURE FOR THE FAYETTEVILLE MAYOR/ CITY COUNCIL, SECTION A. CITY COUNCIL MEETINGS SUBSECTION 1 REGULAR MEETINGS

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends the rules of Order and Procedure for the Fayetteville Mayor/City Council by replacing "6:30 P.M." with "5:30 P.M." as the time for the beginning of regular City Council meetings so that paragraphs A.1 reads as follows:

> "The City Council shall meet in regular session on the first and third Tuesday of each month at 5:30 P.M. When a holiday occurs on any such Tuesday, the regular meeting shall be held on the following Wednesday at the same hour unless otherwise provided for by motion. The regular meeting time may be rescheduled by the City Council in special circumstances, but when so done the change must be made far enough in advance to allow normal public notification."

PASSED and **APPROVED** this 3rd day of December, 2002.

APPROVED:

By: DRAFT

DAN COODY, Mayor

ATTEST:

By: ______________________

Heather Woodruff, City Clerk

RESOLUTION NO. _____

A RESOLUTION APPROVING AN OFFER AND ACCEPTANCE CONTRACT BETWEEN THE CITY OF FAYETTEVILLE AND THE METHODIST WESTERN ASSEMBLY ASSOCIATION FOR THE PURCHASE OF THE SEVENTY (70) ACRE TRACT KNOWN AS SEQUOYAH FOREST IN THE AMOUNT OF ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000.00).

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an Offer and Acceptance contract between the City of Fayetteville and the Methodist Western Assembly Association for the purchase of the seventy (70) acre tract known as Sequoyah Forest in the amount of One Million Three Hundred Thousand Dollars ($1,300,000.00). A copy of the contract is attached hereto marked Exhibit "A" and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to sign said Offer and Acceptance contract with the Methodist Western Assembly Association.

PASSED AND APPROVED this 7th day of January, 2003.

APPROVED:

By: ____________________
DAN COODY, Mayor

ATTEST:

By: ____________________
HEATHER WOODRUFF, City Clerk

December 31, 2002

AGENDA SESSION
CITY COUNCIL
JANUARY 7, 2003

NEW ITEMS:

1. **ALPINE HOLDINGS:** An ordinance approving a bid waiver for extending lease agreement with Alpine Holdings to March 30, 2003.

ADDITIONAL INFORMATION:

1. **MT. SEQUOYAH:** Additional information.

CITY COUNCIL TOUR

STAFF REVIEW FORM

• AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council Meeting of: January 7th, 2003

FROM:

Name	Division	Department
Brian Pugh	Solid Waste & Recycling	General Services

ACTION REQUIRED:

Approve bid waiver for extending lease agreement with Alpine Holdings to March 30th, 2003 and declare an emergency

COST TO CITY:

$ 6,000.00 Cost of this request	$ 902,979.00 Category/Project Budget	Lease of Storage for Carts Program Category / Project Name
5500.5020.5308.00 Account Number	$ - Funds Used to Date	 Program / Project Category Name
 Project Number	$ 902,979.00 Remaining Balance	Solid Waste Fund Name

BUDGET REVIEW: • Budgeted Item ____ Budget Adjustment Attached

Budget Manager — 12-19-02 Date
Administrative Services Director — Date

CONTRACT/GRANT/LEASE REVIEW:

Martha Farthing — Accounting Manager — 12/19/02 Date
Danny Smith — Internal Auditor — 12/19/02 Date
City Attorney — 12/20/02 Date
ADA Coordinator — Date
Purchasing Manager — 12/23/02 Date
Grant Coordinator — Date

STAFF RECOMMENDATION: Staff recommends approval of the bid waiver for extending lease agreement.

Division Head — Date

Department Director — Date

Administrative Services Director — 12/23/02 Date

Dan Coody — Mayor — 12/27/02 Date

Cross Reference

New Item: Yes No

Previous Ord/Res#:

Orig. Contract Date

Orig. Contract Number

To: Gary Dumas

From: Brian Pugh

Date: Wednesday, December 18, 2002

Subject: Lease Agreement for Cart Storage

Background:

The Solid Waste and Recycling Division entered into a lease Agreement with Alpine Holdings on November 25th for lease of 20,000 sq/ft of warehouse space at 20 cents per sq. foot, located at 1800 South Stirman in Fayetteville, for storage of the Divisions residential solid waste carts. The term of the lease agreement is set to expire on February 7th, 2003.

Discussion:
Due to manufacturer production delays, delivery of the automated waste collection trucks have been altered. This delay will affect the beginning of program operations for the automated Volume Based /Pay as You Throw program and further storage of the carts is required until the program can begin. Most of the carts have been delivered, with the last delivery of carts set for December 23rd.

The one week production shut down at Mack has affected our roll out of the cart delivery dates by 4 weeks. The trucks are presently scheduled for delivery as follows: 1 truck the week of December 16, 2002. The second truck the week of January 6, 2003 and the remainder by February 1, 2003. If this schedule does not change, we will have time to train on the equipment before the cart rollout which we have now scheduled for the first route on February 10th, 2003. Totter Carts have been notified about the schedule changes and they will notify the cart delivery company.

Recommendations:
Because of production delays the Solid Waste and Recycling staff request approval of a Bid Waiver for extension of the lease agreement with Alpine Holdings with the new termination date set for March 30th 2003.

Solid Waste and Recycling Division
1560 Happy Hollow Road.
Fayetteville, Arkansas 72701

Telephone: 479-575-8398
Fax: 479-444-3478
Email: bpugh@ci.fayetteville.ar.us

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody**, Mayor

THRU: **Heather Woodruff**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **January 8, 2003**

RE: **Passed Ordinances and Resolutions from City Council meeting of January 7, 2003**

The following Ordinances and Resolutions were passed at the last City Council meeting and are ready for the mayor's signature.

Enclosed are:

01-03 1. **Salem Meadows:** A Resolution to accept the recommendation of the Fayetteville Parks and Recreation Advisory Board to accept money-in-lieu of land for Salem Meadows Subdivision;

02-03 2. **Board of Health:** A Resolution to establish a City Board of Health and the Office of City Health Officer;

03-03 3. **Municipal Judge & Court Clerk Retirement Fund:** A Resolution to create a Board of Trustees to administer the Fayetteville Municipal Judge and Municipal Court Clerk Retirement Fund;

04-03 4. **CEMS:** A Resolution approving a contract extension for ambulance services in the amount of $150,000 between the City of Fayetteville and Central Emergency Medical Services to operate and maintain an emergency ambulance service to serve the residents of Fayetteville in 2003;

05-03 5. **Mt. Sequoyah:** A Resolution to encourage negotiation of a contract between City of Fayetteville and Methodist Western Assembly Association for purchase of about seventy acres of forested hillside known as Sequoyah Forest;

4454 6. **Park Impact Fees:** Ordinance amending §166.03 K.1.F. and G. Required Dedication of Land For Public Park Sites, or Reasonable Equivalent Contribution in Lieu of Dedication of Land, of the Unified Development Ordinance, to alter the contribution formula to reflect an increase in the average market price of land and the 2000 Census;

06-03 7. **Land Purchase:** Resolution approving acquisition of three parcels of property, totaling 21.35 acres, in the area of Razorback Road and Dowell Cemetery for conservation and preservation;

07-03 8. **Meeting Times:** Resolution amending Rules of Order and Procedure for Fayetteville Mayor/City Council Section A. City Council Meetings Subsection 1. Regular Meetings;

4455 9. **Alpine Holdings:** Ordinance waiving requirements of formal competitive bidding and authorizing City to lease 20,000 square feet of warehouse space from Alpine Holdings for $4,000 per month to store solid waste residential carts until they can be distributed and declaring an emergency.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

Need amend

TENTATIVE AGENDA
CITY COUNCIL
JANUARY 7, 2003

A meeting of the Fayetteville City Council will be held on January 7, 2003 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

OATHS OF OFFICE

NOMINATING COMMITTEE REPORT –

A. CONSENT

1. **APPROVAL OF THE MINUTES**

2. **SALEM MEADOW:** A resolution to accept the recommendation of the Fayetteville Parks and Recreation Advisory Board to accept money-in-lieu of land for Salem Meadows Subdivision.

3. **BOARD OF HEALTH:** A resolution to establish a City Board of Health and the Office of City Health Officer.

4. **MUNICIPAL JUDGE AND COURT CLERK RETIREMENT FUND:** A resolution to create a Board of Trustees to administer the Fayetteville Municipal Judge and Municipal Court Clerk Retirement Fund.

5. **CEMS:** A resolution approving the renewal of the contract with Central Emergency Medical Services, Inc. in the amount of $150,000.00 for 2003.

B. OLD BUSINESS

Remove from agenda

1. **WATER TANK SITE:** A resolution approving the sale of 2.0 acres of he City's Gully Rd. Water Tank site (12.0 ac) as requested by Ozark Electric Cooperative for the appraised price of $70,000.00 including access to and from Gulley Road, plus payment for specific City costs associated with the preparation of said property to be sold. The resolution was tabled at the December 17, 2002 meeting.

113 WEST MOUNTAIN 72701 479-521-7700
FAX 479-575-8257

2. **RZN 02-40.00:** An ordinance approving RZN 02-40.00 as submitted by Jerry Kelso of Crafton , Tull & Associates on behalf of David Slone for property located behind 3195 N. College and east of Plainview Ave. The property is zoned A-1, Agricultural, C-2, Thoroughfare Commercial and R-1, Low Density Residential and contains approximately 8.84 acres. The request is to rezone to RMF-18, Medium Density, Multi-Family Residential. The ordinance was left on the first reading at the December 17, 2002 meeting. *hen*

Remove from agenda.

3. **OLD MISSOURI ROAD:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by JTK Trust, James T. Keenan and James F. Keenan, trustees, to secure the necessary easements and rights-of-way for Old Missouri Road improvements. The resolution was tabled at the November 19 meeting. This resolution was tabled at the December 3, 2002 meeting.

NEW BUSINESS

1. **MT. SEQUOYAH:** A resolution approving an offer and acceptance for property on Mt. Sequoyah. *Need copy of offer + acceptance. Need new ordinance.*

2. **ELECTION OF VICE MAYOR**

Remove from agenda

3. **TOWNSHIP BUILDERS:** A resolution approving Change Order #5 to the construction contract with Township Builders for Dickson Street Enhancement Project.

4. **PARK IMPACT FEES:** An ordinance accepting the Duncan Associates Impact Fee Study for Parks and for Ordinance 4199 to be amended as stipulated in the study.

5. **RZN 02-41.00:** An ordinance approving RZN 02-41.00 as submitted by Norman Moulden for property located at 1504 W. Cato Springs Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.33 acres. The request is to rezone to R-2, Medium Density Residential. *Tom*

6. **LAND PURCHASE:** A resolution approving the acquisition of three parcels of property, totaling 21.35 acres, in the area of Razorback Road and Dowell Cemetery for conservation and preservation.

need map. - see Tim.

7. meeting Time -

8. alpine holdings.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
CITY COUNCIL
JANUARY 7, 2003

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113 WEST MOUNTAIN 72701 479-521-7700
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NEW BUSINESS

1. **MT. SEQUOYAH:** A resolution approving an offer and acceptance for property on Mt. Sequoyah.

2. **ELECTION OF VICE MAYOR**

Remove for next agenda

3. **TOWNSHIP BUILDERS:** A resolution approving Change Order #5 to the construction contract with Township Builders for Dickson Street Enhancement Project.

4. **PARK IMPACT FEES:** An ordinance accepting the Duncan Associates Impact Fee Study for Parks and for Ordinance 4199 to be amended as stipulated in the study.

5. **RZN 02-41.00:** An ordinance approving RZN 02-41.00 as submitted by Norman Moulden for property located at 1504 W. Cato Springs Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.33 acres. The request is to rezone to R-2, Medium Density Residential.

6. **LAND PURCHASE:** A resolution approving the acquisition of three parcels of property, totaling 21.35 acres, in the area of Razorback Road and Dowell Cemetery for conservation and preservation. $295,000?

7. **MEETING TIMES:** A resolution amending the Rules of Order and Procedure for the Fayetteville Mayor/City Council Section A. City Council Meetings Subsection 1. Regular Meetings.

Committee appointments!

– Tony → info. about Marion.

DRAFT TENTATIVE AGENDA
CITY COUNCIL
JANUARY 7, 2003

A meeting of the Fayetteville City Council will be held on January 7, 2003 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT

1. **APPROVAL OF THE MINUTES**

2. **SALEM MEADOW:** A resolution to accept the recommendation of the Fayetteville Parks and Recreation Advisory Board to accept money-in-lieu of land for Salem Meadows Subdivision.

3. **HEALTH OFFICE:** A resolution to establish a City Board of Health and the Office of City Health Officer.

4. **CEMS:** A resolution approving the renewal of the contract with Central Emergency Medical Services, Inc. in the amount of $150,000.00 for 2003.

B. OLD BUSINESS

1. **WATER TANK SITE:** A resolution approving the sale of 2.0 acres of he City's Gully Rd. Water Tank site (12.0 ac) as requested by Ozark Electric Cooperative for the appraised price of $70,000.00 including access to and from Gulley Road, plus payment for specific City costs associated with the preparation of said property to be sold. The resolution was tabled at the December 17, 2002 meeting.

2. **RZN 02-40.00:** An ordinance approving RZN 02-40.00 as submitted by Jerry Kelso of Crafton , Tull & Associates on behalf of David Slone for property located behind 3195 N. College and east of Plainview Ave. The property is zoned A-1, Agricultural, C-2, Thoroughfare Commercial and R-1, Low Density Residential and contains approximately 8.84 acres. The request is to rezone to RMF-18, Medium Density, Multi-Family Residential. The ordinance was left on the first reading at the December 17, 2002 meeting.

3. **OLD MISSOURI ROAD:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by JTK Trust, James T. Keenan and James F. Keenan, trustees, to secure the necessary easements and rights-of-way for Old Missouri Road improvements. The resolution was tabled at the November 19 meeting. This resolution was tabled at the December 3, 2002 meeting

NEW BUSINESS

1. **TOWNSHIP BUILDERS:** A resolution approving Change Order #5 to the construction contract with Township Builders for Dickson Street Enhancement Project.

2. **TRASH CARTS:** A resolution approving a twenty dollar fee to residential customers for exchanging trash carts for a larger size cart. No charge for changing to a smaller size cart.

3. **PARK IMPACT:** An ordinance to amend the Park Land Dedication Ordinance 4199.

4. **RZN 02-41.00:** An ordinance approving RZN 02-41.00 as submitted by Norman Moulden for property located at 1504 W. Cato Springs Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 0.33 acres. The request is to rezone to R-2, Medium Density Residential.

NORTHWEST ARKANSAS EDITION
Arkansas Democrat-Gazette

AFFIDAVIT OF PUBLICATION

I, Diane Williams, do solemnly swear that I am Legal Clerk of the Arkansas Democrat-Gazette newspaper, printed and published in Lowell, Arkansas, and that from my own personal knowledge and reference to the files of said publication, the advertisement of:

Final Agenda was inserted in the regular editions on 1/6/03.

** Publication Charge: $ 138.90

Subscribed and sworn to before me this

6 day of January, 2003

Tammy Allen
Notary Public

Official Seal
TAMMY ALLEN
Notary Public-Arkansas
WASHINGTON COUNTY
My Commission Expires 11-05-2011

My Commission Expires: ______

** Please do not pay from Affidavit.
An invoice will be sent.

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CITY CLERK'S OFFICE

CITY OF FAYETTEVILLE
FINAL AGENDA NOTICE
CITY COUNCIL
Tuesday, January 7, 2003 · 6:30 p.m.
City Administration Building, Room 219
113 West Mountain, Fayetteville, Arkansas
PUBLIC MEETING - OPEN TO ALL

City of Fayetteville

OATHS OF OFFICE

NOMINATING COMMITTEE REPORT

A. CONSENT

1 APPROVAL OF THE MINUTES
2. SALEM MEADOW: A resolution to accept the recommendation of the Fayetteville Parks and Recreation Advisory Board to accept money-in-lieu of land for Salem Meadows Subdivision.
3 BOARD OF HEALTH. A resolution to establish a City Board of Health and the Office of City Health Officer.
4. MUNICIPAL JUDGE AND COURT CLERK RETIREMENT FUND: A resolution to create a Board of Trustees to administer the Fayetteville Municipal Judge and Municipal Court Clerk Retirement Fund
5. CEMS: A resolution approving a contract extension for ambulance services in the amount of $150,000 between the City of Fayetteville and Central Emergency Medical Services to operate and maintain an emergency ambulance service to serve the residents of Fayetteville in 2003.

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1. RZN 02-40.00: An ordinance approving RZN 02-40.00 as submitted by Jerry Kelso of Crafton, Tull & Associates on behalf of David Slone for property located behind 3195 N. College and east of Plainview Ave. The property is zoned A-1, Agricultural, C-2, Thoroughfare Commercial and R-1, Low Density Residential and contains approximately 8.84 acres. The request is to rezone to RMF-18, Medium Density, Multi-Family Residential. The ordinance was left on the first reading at the December 17, 2002 meeting.

C. NEW BUSINESS
1. MT. SEQUOYAH: A resolution to encourage the negotiation of a contract between the City of Fayetteville and the Methodist Western Assembly Association for the purchase of about seventy acres of forested hillside known as Sequoyah Forest.
2. ELECTION OF VICE MAYOR
3 PARK IMPACT FEES: An ordinance accepting the Duncan Associates Impact Fee Study for Parks and for Ordinance 4199 to be amended as stipulated in the study
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7. ALPINE HOLDINGS. A ordinance waiving the requirements of formal competitive bidding and authorizing the city to lease 20,000 square feet of warehouse space from Alpine Holdings for $4,000 per month to store solid waste residential carts until they can be distributed

NORTHWEST ARKANSAS TIMES

Monday, January 6, 2003

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FINAL AGENDA NOTICE
CITY COUNCIL
Tuesday, January 7, 2003 - 6:30 p.m.
City Administration Building, Room 219
113 West Mountain, Fayetteville, Arkansas
PUBLIC MEETING - OPEN TO ALL

City of Fayetteville

OATHS OF OFFICE

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