FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
FOR
CITY COUNCIL MEETING
APRIL 15, 2003

A meeting of the Fayetteville City Council will be held on April 15, 2003 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT:

Approve April 1 minutes at May 6 meeting

1. **Approval Of The Minutes:** Approval of the March 18, 2003 meeting minutes and approval of the April 1, 2003 meeting minutes.

2. **Black & Veatch:** A resolution to award an engineering services contract to Black & Veatch in the amount of $126,300.00 for a comprehensive study and rehabilition recommendations for the existing 36 inch water transmission line from Beaver Water District into/through the City of Fayetteville. Approval of a project contingency in the amount of $20,000.00 is also requested.

Passed

3. **Black & Veatch:** A resolution approving Contract Amendment Number 3 with Black & Veatch for continuing services associated with the 2002/2003 Water and Sewer Rate study. Approval of a project contingency in the amount of $5,000.00 is also requested.

4. **Community Development Block Grant 1.5 FTE:** A resolution to approve 1.5 FTE for the Community Development Block Grant.

5. **Community Development Block Grant Allocation**: A resolution to approve the acceptance on the 2003 Community Development Block Grant (CDBG) partial allocation in the amount of $217,000.00.

6. **ADM 03-2.00 Master Street Plan 46th Street:** A resolution to amend the Master Street Plan to include changing 46th Street to a Local Street from a Collector Street and to add Broyles Avenue extension as a Collector Street.

7. **ADM 03-11.00 Master Street Plan Bridgewater Lane**: A resolution to amend the Master Street Plan to relocate Bridgewater lane and an unnamed minor arterial street, as well as accept a lesser dedication for the unnamed minor arterial.

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

B. OLD BUSINESS:

Tabled Ind.

1. **Compactor And Dropbox Business Expansion:** A resolution approving a budget in the amount of one million one hundred seventy-three thousand two hundred eight dollars ($1,173,208.00) to allow the Solid Waste and Recycling division to implement a new commercial drop box program. The resolution was tabled at the March 18, 2003 City Council meeting.

Tabled Ind.

2. **New Commercial Compactor And Drop Box Program:** A resolution authorizing the hiring of seven (7) additional full time employees to implement a new commercial compactor and drop box program. The resolution was tabled at the March 18, 2003 City Council meeting.

C. NEW BUSINESS:

Left on 1st reading

1. **R-PZD 03-1.00: Planned Zoning District Jackson Place:** An ordinance as submitted by Phil Hagan of Crafton, Tull & Associates on behalf of T-Crow, LTD for property located at the south of Skillern Road and the east of Crossover Road. The property is zoned A-1, Agricultural and R-1, low Density Residential and contains approximately 8.37 acres with 14 residential lots proposed.

passed

2. **VAC 03-4.00 (Bencore):** An ordinance as submitted by Geoffrey Bates of Keystone Consultants on behalf of BENCORE for property located at the northeast corner of 6th Street and S. School Avenue. The property is zoned C-3, Thoroughfare Commercial and contains approximately 0.076 acres. This request is for an alley vacation.

passed

3. **Public Hearing on Raze and Removal at 1233 S. Washington Avenue:** A resolution to approve the raze and removal of 1233 S. Washington.

passed

4. **Public Hearing on Raze and Removal at 525 S. Lytton Avenue:** A resolution to approve the raze and removal of 525 S. Lytton Avenue.

passed

5. **Banc of America Leasing Agreement Amendment 78:** An ordinance to approve a master lease agreement with Banc of America Leasing & Capital, LLC. The leasing agreement provides the opportunity for the City to utilize Amendment 78 to obtain fire apparatus vehicles.

passed

6. **LEECO's Fire Equipment:** A resolution authorizing the City to accept the low bid from LEECO Fire Equipment to purchase two replacement pumpers, one replacement aerial ladder unit and one expansion pumper for Fire Station 7 in the amount of $1,769,865.49 and to authorize the city to execute the necessary agreements the necessary agreements with Banc of America Leasing and Capital, LLC for a lease to own lease agreement for the fire apparatus units.. Budget Adj. of.

passed

7. **Emergency One Fire Apparatus & LEECO Fire Equipment, Inc.**: An ordinance to waive further competitive bidding granting the City the authority to enter into a fifteen (15) year purchasing agreement with Emergency One Fire Apparatus and Leeco Fire Equipment, Inc.

passed

8. **Cato Springs Road and Highway 45 Land Exchange:** A resolution to approve a land exchange between the Water and Sewer Fund and the General Fund. The Water and Sewer Fund is exchanging land owned by the utility on Cato Springs Road and Highway 45 East plus $105,000.00 for approximately 61 acres in the South Industrial Park owned by the General Fund. Approval of a budget adjustment is also requested in order to appropriately record the exchange.

passed

9. **Cromwell Architects Engineers, Inc.**: A resolution approving a contract with Cromwell Architects Engineers, Inc. in the amount of $237,490.00, a 9.5% contingency of $22,510.00 for a total budget authorization of $260,000.00. The contract addresses architectural design, construction and additional services to construct a Water and Wastewater Operations Center at South Industrial.

passed Added @ CC Mtg:
10. Juvenile Accourttability Incentive Block Grant. (Resolution

passed
11. Edward Byrne State and Local Law Enforcement ASSISTANCE.

Added at the meeting. These 2 grants

Meeting Adjourned 7:10 pm Pro- Earth Day - Mayor Read.

Meeting of April 15, 2003

Subject:	Roll					
Motion By: Seconded:						
Motion To:						
Reynolds	absent					
Thiel	✓					
Cook	✓					
Marr	✓					
Rhoads	✓					
Davis	✓					
Lucas	✓					
Jordan	✓					
Mayor Coody	✓					

Subject:	Motion to Add the 2 Grants					
Motion By: Seconded:		Davis / Jordan				
Motion To:						
Reynolds	absent					
Thiel	✓					
Cook	✓					
Marr	✓					
Rhoads	✓					
Davis	✓					
Lucas	✓					
Jordan	✓					
Mayor Coody						

Passed

Meeting of April 15, 2003

March 18 Minutes Samp. Change spelling page 21 Kauper Brenda Theil

Subject:	Consent					
Motion By:		Mass				
Seconded:		Jordan				
Motion To:						
	Reynolds	—				
	Thiel	✓				
	Cook	✓				
	Marr	✓				
	Rhoads	✓				
	Davis	✓				
	Lucas	✓				
	Jordan	✓				
	Mayor Coody	—				

All Resolutions

Pull April 1, 2003 Next Meeting

Subject:	Compactor & Dropbox Business Expansion					
Motion By:		Thiel				
Seconded:		Marr				
Motion To:		Ind Table				
	Reynolds	—				
	Thiel	✓				
	Cook	✓				
	Marr	✓				
	Rhoads	✓				
	Davis	✓				
	Lucas	✓				
	Jordan	✓				
	Mayor Coody	—				

#1 Old Business

Table Ind. resolution

Meeting of April 15, 2003

Subject:	New Commerical Compactor & Drop Box Program					
Motion By:		Davis				
Seconded:		Marr				
Motion To:		Ind. Table				
	Reynolds					
	Thiel	✓				
	Cook	✓				
	Marr	✓				
	Rhoads	✓				
	Davis	✓				
	Lucas	✓				
	Jordan	✓				
	Mayor Coody					

#2 Old Business

Table Ind. / Resolution

Subject:	R-PZD 03-1.00					
Motion By:						
Seconded:						
Motion To:						
	Reynolds					
	Thiel					
	Cook					
	Marr					
	Rhoads					
	Davis					
	Lucas					
	Jordan					
	Mayor Coody					

#1 New Business

Left on First Ordinance

Meeting of April 15, 2003

Subject:		UAC 03-4.00 (Bencore)				
Motion By: / **Seconded:**		Davis / Thiel	Thiel / Jordan			
Motion To:		2nd reading	3rd/final	Pass		
	Reynolds	—	—	—		
	Thiel	✓	✓	✓		
	Cook	✓	✓	✓		
	Marr	✓	✓	✓		
	Rhoads	✓	✓	✓		
	Davis	✓	✓	✓		
	Lucas	✓	✓	✓		
	Jordan	✓	✓	✓		
	Mayor Coody	—	—	—		

#2 New Business

Passed

Ordinance 4477

Subject:	Public Hearing 1233 S. Washington Ave. Raze & Removal.					
Motion By: / **Seconded:**						
Motion To:		Davis / Jordan				
	Reynolds	—				
	Thiel	✓				
	Cook	✓				
	Marr	✓				
	Rhoads	✓				
	Davis	✓				
	Lucas	✓				
	Jordan	✓				
	Mayor Coody	—				

#3 New Business

Passed

Resolution

Meeting of April 15, 2003

Subject:	Public Hearing / Rare & Removal / 525 S. Lythan Ave.					
Motion By: **Seconded:**		Jordan / Lucas				
Motion To:						
	Reynolds	—				
	Thiel	✓				
	Cook	✓				
	Marr	✓				
	Rhoads	✓				
	Davis	✓				
	Lucas	✓				
	Jordan	✓				
	Mayor Coody	—				

#4 New Business: Passed Resolution

Subject:	Banc of America Leasing Agreement Adm 78					
Motion By: **Seconded:**		Marr / Jordan	Jordan / Davis			
Motion To:		2nd reading	3rd reading	Pass		
	Reynolds					
	Thiel	✓	✓	✓		
	Cook	✓	✓	✓		
	Marr	✓	✓	✓		
	Rhoads	✓	✓	✓		
	Davis	✓	✓	✓		
	Lucas	✓	✓	✓		
	Jordan	✓	✓	✓		
	Mayor Coody	—	—	—		

#5 New Business Ordinance #4478 Passed

Meeting of April 15, 2003

Subject:	Lecco's Fire Equipment					
Motion By: / **Seconded:**		Jordan / Lucas				
Motion To:						
	Reynolds	—				
	Thiel	✓				
	Cook	✓				
	Marr	✓				
	Rhoads	✓				
	Davis	✓				
	Lucas	✓				
	Jordan	✓				
	Mayor Coody	—				

#6
New Business
Resolution
Passed

Subject:	Emergency One Fire Apparatus & Lecco Fire Equip. Inc.					
Motion By: / **Seconded:**		Marr / Jordan	Jordan / Davis			
Motion To:		2nd reading	3rd reading	Pass		
	Reynolds	—	—	—		
	Thiel	✓	✓	✓		
	Cook	✓	✓	✓		
	Marr	✓	✓	✓		
	Rhoads	✓	✓	✓		
	Davis	✓	✓	✓		
	Lucas	✓	✓	✓		
	Jordan	✓	✓	✓		
	Mayor Coody	—	—	—		

#7
New Business
Ordinance
Passed
4479

Meeting of April 15, 2003

Subject:		Cato Springs Road & Highway 45 Land Exchange				
Motion By:		Marr				
Seconded:		Thiel				
Motion To:						
	Reynolds	—				
	Thiel	✓				
	Cook	✓				
	Marr	✓				
	Rhoads	✓				
	Davis	✓				
	Lucas	✓				
	Jordan	✓				
	Mayor Coody	—				

Jeff Erf.

Greg Boettcher

Steve Davis

#8 New Business resolution

Passed

Subject:		Cromwell Architects Engineers, Inc.				
Motion By:		Jordan				
Seconded:		Lucas				
Motion To:						
	Reynolds	—				
	Thiel	✓				
	Cook	✓				
	Marr	✓				
	Rhoads	✓				
	Davis	✓				
	Lucas	✓				
	Jordan	✓				
	Mayor Coody	—				

#9 New Business Resolution

Passed

Meeting of April 15, 2003

Subject:	Juvenile Accountability Incentive Block Grant					
Motion By: / **Seconded:**		Jordan / Marr				
Motion To:		Approve				
	Reynolds	—				
	Thiel	✓				
	Cook	✓				
	Marr	✓				
	Rhoads	✓				
	Davis	✓				
	Lucas	✓				
	Jordan	✓				
	Mayor Coody	—				

Added to Agenda at the Council Meeting

Subject:	Drug Law Enforcement Grant					
Motion By: / **Seconded:**		Jordan / Davis				
Motion To:		Approve				
	Reynolds	—				
	Thiel	✓				
	Cook	✓				
	Marr	✓				
	Rhoads	✓				
	Davis	✓				
	Lucas	✓				
	Jordan	✓				
	Mayor Coody	—				

Added to Agenda at the Council Meeting

Announcements: Bid review after Agenda Session
Ward IV 4/28 Room 111
Cleanup 4/26 –

REVISED
MINUTES OF A MEETING
OF THE
CITY COUNCIL MEETING
MARCH 18, 2003

A meeting of the Fayetteville City Council was on March 18, 2003 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Alderman Reynolds, Cook, Marr, Davis, Rhoads, Lucas, Jordan, and City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

CONSENT:

APPROVAL OF THE MINUTES: Approval of the March 4, 2003 meeting minutes. Revision of February 18, 2003 meeting minutes.

BOND ISSUES AND LEASE AGREEMENTS: A resolution of intent to reimburse for bond(s) issues and lease agreement(s) for 2003.

RESOLUTION 38-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

FLYING INVESTMENTS, LLC: A resolution to review and approve ground lease to Flying Investments, LLC for construction of a hangar and office/shop at Fayetteville Municipal Airport, Drake Field.

RESOLUTION 39-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Davis moved to approve the Consent Agenda as read. Alderman Jordan seconded. Upon roll call the motion carried unanimously.

OLD BUSINESS:

COMPOSTING SITE: A resolution authorizing staff to begin the purchasing process for a compost row turner and to solicit bids for a contractor to construct the compost pad. The resolution was tabled at the February 18, 2003 City Council meeting.

Alderman Jordan moved to table this resolution indefinitely. Alderman Marr seconded. Motion carried unanimously.

COMPACTOR AND DROPBOX BUSINESS EXPANSION: A resolution approving a budget in the amount of one million one hundred seventy-three thousand two hundred eight dollars ($1,173,208.00) to allow the Solid Waste and Recycling division to implement a new commercial drop box program. The resolution was tabled at the February 18, 2003 City Council meeting.

Alderman Marr moved to remove from the table. Alderman Jordan seconded. Upon roll call the motion passed unanimously.

Gary Dumas addressed some of the questions about this program. One of the concerns has been the discussion of the residential composting and recycling program last year when we talked about the need for an additional half million dollars or so in revenue for that program. Some concerns have been as I understand, if this new program expansion for the large commercial customers was approved that there might be uncontrolled rate increases for that large commercial sector in the future in order to cover that necessary income needed for the composting and recycling operation. I think that we all learned something last year when we talked about the rate increases for the residential system in that what we need to do first if the Council approves this, the large commercial rates will be adopted by Ordinance by the Council. I would suggest that if we get into a need to review our rate structure that we look at all the rates of the system, the residential, the small commercial and the large commercial together so that there can be an equity built into the system that is based on the Councils desires and we would not be looking at just one sector of the solid waste system, make decisions on it and six months later look at another sector. They are all special areas that we would like to protect, so if we look at them all inclusively we would be looking at all those special areas that we want to protect at one time instead of separately and hopefully we can maintain a very viable solid waste system as we have right now without penalizing any one user group. That is something I would recommend if you do choose to approve this. I would recommend that anyway to look at all of our rates what ever the business lines are in the future all at one time instead of looking at them separately. I have a short presentation that talks about what some of the large container rates were in the community as best as we could determine. I think they are fairly accurate. The rate structure that we proposed that has been in existence now for some time at solid waste is $150.00 for a service call with a lease rental depending on the container size if it is open top of $37.00 for 20 yard, $40.00 for the 30 yard and $45.00 for the 40 yard, plus disposal. This has been the rate structure that we have had for a while.

Alderman Davis asked Mr. Dumas to repeat the rates.

Mr. Dumas said $37.00, $40.00 and $45.00. Mr. Dumas went over the memo where they talked about how the funds would be expended. There is about $550,000.00 in equipment, the equipment that we are talking about are for the containers. Those containers are leased out; they will be purchased in small groups, and then leased out to the customers. That lease rate recovers that capital investment plus eight percent over eight years, so that we have recovered enough in that initial term to replace that container when its life is up and hopefully its life will be much more than eight years. Eight years is a fairly reasonable term for some of the containers. The vehicles which is another $130,000.00 a piece, almost a half million dollars, those will be paid for out of the fleet fund and there is built into the fleet charge backs to the various user departments, a more than adequate replacement rate that covers replacement, repairs, all of the expenses of the fleet, that a vehicle would have in the fleet. When we talk about the $150.00 rate it recovers the operational expenses, which are vehicles and personnel, and the operational expenses for the vehicles and the personnel. The lease covers the containers. Does this make sense?

Alderman Marr said your explanation makes sense.

Mr. Dumas said when we talk about the return on that $600,00.00 or so in operating cost what we are doing is not utilizing the equipment purchase in that revenue except for just that replacement. There is approximately $92,000.00 in administrative cost, depreciation and building expansion cost that are expenses; there is about $77,678.00 in current expenses that the system is now absorbing just in administration and depreciation. What we will be doing by expanding this service is spreading those expenses over a larger basis. There has been some discussion about the rate of return and the fact that this proposal only makes $3,592.00, ideally it wouldn't make anything, because the purpose of the government is not to make money the purpose of the government is to provide as efficient a service as possible and as economically as possible, that's what I think we have done here. The Council if you choose as you discussed last week to delete the dispatcher that would add $30,000.000 to that bottom line which could easily be taken up in additional depreciation for the other fixed assets of the system. Mr. Dumas asked if there were any questions on the background that he has provided. Mr. Dumas presented a slide presentation. In September 2002 Roll Off Services attorney mentioned that they had recently acquired a contract in Gravette and Decatur and lost one in Sulphur Springs. I talked to the Mayor's of these three communities to try to find out what there rates were and this is the contract rate not the actual rate that the actual rate that the customers there may be paying, because I think in each of these communities there is a sur charge added on. In Gravette the contract was $6.40 with fairly limited additional services and $3.90 per cubic yard for commercial waste. In Sulphur Springs, which was an American Disposal contract, not a Roll Off Service contract, $5.75 again with fairly limited services that they provide and $3.90 for commercial disposal. Decatur $7.90, no yard waste, no recycling, twice a year curb side bulk pickup and I cannot explain the $17.00 per cubic yard commercial disposal cost except that is what the Mayor told him. There were some discrepancies in some of those rates, but we are only talking about the commercial side of the equation now, $3.90 in Gravette $17.00 indicator and the cities commercial rate is $3.78 per cubic yard. There is no comparison between the services that these other communities were getting and what the citizens of Fayetteville get. A lot of these services here could just as easily be considered expenses of the system as they are expenses of the residential program, but now all of these services are incorporated within the residential rate structure. Perhaps what we should do in our rate analysis is take out some of these that are basic system cost, they may even be most reasonably allocated to the commercial sector rather than the residential sector, but in the past that is just the way that all of these have been considered recycling efforts and therefore have been considered part of the residential portion. Those are some of the things that we are doing. We did get some information on what some rates were in some of the larger commercial businesses, for example, this is third party information as of August, 2002, for Walmart, Harps and Hanna's they were all $120.00 a service call plus disposal at $28.85 a ton. Kohl's was $115.00 a service call plus $28.80 a ton plus $75.00 a month rental. Some of the open top rates, that we collected ourselves by making a few phone calls, on March 10th the 30 yard container, you can look at the various numbers, was $338.00 of one service call per month, the 40 yard $350.00. Back in February the cost for a 40 yard was $418.00. On Waste Management we have some information primary from the City of Rogers that has an exclusive franchise with Waste Management and these number are from their ordinance but you can go through the various ways to get to the total cost per month, for example

those rates would range is you had a 20 yard open top permanent container is $238.00, plus the initial $40.00 delivery fee, plus $82.20 for the monthly container rental, plus a two hour haul minimum of $131.00. The minimum price would be $491.00 and if you went with the largest container, up to $739.00 per the ordinance in Rogers. Temporary service rates are higher than that as per the ordinance. We have a little bit of information from a few locations here in Fayetteville, Tyson Foods Location 1 $ 120.00 per services call, $36.00 per ton, plus $325.00 per month lease. Tyson location 2 - $120.00 per service call, $36.00 per ton, plus $125.00 per month lease.

Mayor Coody asked Mr. Dumas that is a pretty big discrepancy between the lease rates is that based on the size of the container?

Mr. Dumas said he did not know. There are discrepancies all across the board in these and that's why I think what we would do is to have our rates adopted by ordinance so everyone would know what they are, what to expect, what to plan for and the Council would be the recourse in changing or leaving the rates as they are as the system moves forward in the future. We have one fairly good example here as what has happened since we have entered the market. This is a local business that has asked that their name not be used, prior to January, 2002, their average monthly bill was $5,280.00, since we acquired the account, and their average monthly bill be $4,011.00 for a savings of $1,269.00 per month on average. They are saving money and we are making money on the account and we are servicing it very well. If Waste Management wants to talk about it they can tell you who it is, but there was a head to head competition on service levels and the business chose to move to us.

Mayor Coody asked if there were any questions for Mr. Dumas

Alderman Thiel said the two concerns that she has was the price going up eventually and the other concern is that right now the service is very good because of the competition and they are concerned that the services won't be as good, so I guess I want some assurances from the City that the services will be as good and that they will whenever they call they will have someone there johnny on the spot because that is really critical particularly on construction sites and areas like that.

Mr. Dumas said that is a very real concern that any customer of any business would have especially in an exclusive franchise, I guess my response to that is we have an exclusive franchise now on the residential system and small commercial and that with very few exceptions, and there is always an exception, but I don't think there are any complaints by any of our customers. The people down there strive to provide that service they have strived to provide that service on the limited number of large container customer we have now. We have a extraordinary competent staff and competent management down there and I don't think that any of the things that have been accomplished, even before the current administration there was a very good staff down there who did a bang up job, I think it has only gotten better since then and there is no reason to think that it would so anything but continue to improve.

Mayor Coody asked if there were any other question.

Alderman Reynolds said he would like to ask the City Attorney to rule on is he thinks I have a conflict of interest in this solid waste matter.

City Attorney Kit Williams said Alderman Reynolds I saw the newspaper political ad posing that question so I thought about it and I realize that your daughter does work in the solid waste division and has done that for a couple of years or so, I am not sure exactly how long, obviously her job is not dependent upon whether or not the city decides to expand its commercial operation, she has been working there for a couple of years under the system where we didn't expand into commercial operation. Therefore I could not see how you would have any conflict of interest in making a decision whether or not the city should expand into commercial operations, I do not see how that could affect your daughter at all and therefore you would have no conflict of interest in my opinion.

Alderman Reynolds thanked Mr. Williams. Gary I had an industrial customer call me from our part and he said if he needed a dumpster pulled in 30-45 minutes he could make that call and it would be done. Do you think the city would be able to furnish that same service level?

Mr. Dumas said yes. I can ask the people who respond to those questions to respond to that question if you would like also, they are here.

Alderman Reynolds said he was satisfied.

Alderman Marr said one of the questions that he has is there are different types of waste and I guess I want to know by this decision that we are looking at tonight is special waste a part of the program, not a part of this program and if it is in some cases and not in other could you explain to me what the parameters are gong to be.

Mr. Dumas said we will not be hauling any special or hazardous waste, we are not licensed to do that and we do not want to be licensed to do that. We had a request last year from Hiland Dairy, the person that comes to get their spoiled milk didn't come to get it so they wanted us to come and take it. Which at the front end that was a pretty good idea, mix it with the our compost for example to add some moisture to it, but our license for the transfer station does not allow liquid on the transfer station floor and our license for the composting area doesn't allow that kind of product in the compost, it is just milk, but we could not haul it. Fiberglass is a special waste also we would not haul it either. Anyone who currently has a special or hazardous waste hauler would maintain that contract with them.

Alderman Rhodes asked Gary as far as the Council setting rates what factor and I presume you will make a recommendation on how we should go about setting those rates, but what factor should we consider?

Mr. Dumas said the basic factor is that this operation should pay for itself. The rates that we have proposed do that, the Council is up to do whatever they choose. I would suggest that might be a variable portion of that would be the amount of depreciation or administration that you would allocate to this program. That could be a big number, much bigger than we proposed or it could be what we proposed which I think initially at least is a very reasonable number until we

get into a comparative rate analyst on all parts of the system which I would not expect to happen for another year or two.

Alderman Rhodes said how to we factor in as you walked us through those slides I was unsure exactly if we were ever getting an apples to apples comparison with what was out there being charged to people in the community. How would we go about seeing where are potential or our proposed rates would fit in with the rest of the competitors?

Mr. Dumas said I think the rates have dropped in the community over the last couple years, one when Roll Off Services first came to the community and then secondly when the city got into the business back in late 2001, early 2002. I think that we have had a very real impact on the rates that the commercial customers are now paying. I think that is fairly obvious in the fact that one fairly large commercial customer that I used as an example decided to come with us, and that was not only based on rates although $1,000.00 per month for even a large business is still $1,000.00 per month, but it was based on our ability to provide the service that they wanted also. I do not know if there is a definitive answer except what it cost to provide the service. You can see from the numbers that the rates charged in other parts of the area and even in the City of Fayetteville were all across the board. Maybe it is whatever the market will bear but it was beyond me to understand that logic in looking at it too.

Mayor Coody asked do you think those prices could have been negotiated business by business and not just.

Mr. Dumas said he was sure.

Mayor Coody said so there wasn't a consistent policy that what it appears.

Mr. Dumas said our rates are set to recover the expenses of the system, that is the basis of it and for the Council who were here when we first got into this, you allowed us to play with the rates a little so we could, not play with the rates, that is the wrong term, but to adjust the rates accordingly so that we could find exactly what our expenses were and what the market was. What we found was that the market was well above what our expenses were.

Alderman Davis said competition as I see it is good, as you brought out a minute ago one business has saved $1.029.00 per month because of the competition, that is wonderful, I think that is what we want to see in the community. We also have two other providers, you have Roll Off and Waste Management, we being a third, I am not sure that the city needs to get involved in another aspect, I looked at the city, we need to supply those things that others can't, such as water, sewer and things of that nature. I am not sure that we really need to continue to go further outside of what our public services really should be in my opinion. That is just my opinion. Concerns that I have, this is definitely a profit center I know for Waste Management and Roll Off, I assume right now we use the Waste Management landfills to dump our trash. They pick it up from the transfer station and take it for us, is that correct.

Mr. Dumas said that is correct.

Alderman Davis said if we begin to take away their profit center on the commercial side what can our residents expect to see as an increase, because you have all of the sudden taken away a businesses profit center and they have to make up that profit somewhere along the line possibility, so what do we see the residents facing in the future as these contracts come up for renewal for landfill space along with the commercial side, because once again we have taken away that profit center.

Mr. Dumas said the response to that is we have a contract with Waste Management right now and they will honor that through the term of the contract, which has another 2 plus years to run. I would think that when that contract does expire I would suspect that whether Waste Management continues to haul large commercial waste in Fayetteville or not there will be a rate increase just because of the expenses that they incurred last year. Probably substantial which will pale by comparison of a loss of a half a million dollars per year or so from the Fayetteville waste hauling Waste Management portion of the business, but in anticipation of that increase already we are beginning to explore other options when that contract does expire which might include the city hauling our waste to some other approved landfill, it might include another provider for that service. We or they will have to take it to an approved landfill that is the only given. I would expect regardless of whom the provider is and even if the city, there will be an increase.

Alderman Davis said do you see where I am coming from, if you take away some ones profit center the chances are you are going to receive a bigger increase in the long run than if you allow them to be a competitor of yours for a segment of the business

Mr. Dumas said he thinks there are probably different business centers in Waste Management, that's transfer station services and land fill providers, but whether those profit centers merge at some port higher up the corporate ladder, I don't know, I'm sure they do, but regardless we will be looking at all avenues to maintain an attractive disposal rate, I'm note sure what it will include, but we will look at all those options.

Alderman David asked Mr. Williams should we pass this tonight should the city begin to take on more of the trash throughout the community and we are actually picking it up and someone else is transferring it to the landfill does than increase our potential liability exposure for super funds in the future if and when we find that landfill has contamination because we are little more involved now, in this case if we pass this vs. what we ere before if we approve this evening.

Mr. Williams said if there is any increase in our exposure it would be very minimal I think, our current contract with Waste Management is for them to run the transfer station, the trash becomes theirs at the time it is dumped at the transfer station then they load it and deliver it to the proper landfills which happens to be their landfills. That is something we have to look at very carefully in two years when we renegotiate that contract or decide to do something else with it, that is the place where potential liability would be much more likely to arise, here we are already collecting commercial trash and a lot of residential trash and so if there is any potential liability we are just slightly, but I think it is minimal compared to what we need to look at when this contract expires and we have to decide again who is going to do the transfer station and who is going to take control of the trash at that point. Hopefully the way the contract was written up and it is my understanding that it pretty much when we dump the trash at the transfer station it is

no longer ours, we give it up to Waste Management, they then assume jurisdiction over it and it is their responsibility to transport it to a proper landfill and have it properly land filled. I think we are fairly well protected at this point in time.

Alderman Davis said does that mean that once their liability limits are fully used then the city's policy probably somehow the citizens would be responsible and be layered in regardless, depending on what cities are involved and what percentage of trash they themselves have possibility contributed to this.

Mr. Williams said it is possible, when you are dealing with trash you are dealing with something that they try to spread the net as wide as possible, fortunately Waste Management as you are aware is a very large company and handles probably the largest trash hauling company and trash disposal company in the United States and so we hope that case will never happen and it will never be beyond their limits of liability if something happens. Also they have done a very good job at our transfer station and disposing of our trash despite some problems with the local landfill they have several other landfills, I think for the most part they have a fairly good record I think of disposing of it despite some of the problems at the Tontitown Land fill when eventually will be closed and we will have to use other landfills.

Mr. Dumas said the transfer station just the way the operation works it's unlikely, not impossible, but unlikely that inappropriate waste is going to get hauled out of there. Just by the nature of the operation, the fact that it comes in is dumped on the floor and then actually handled twice after that, so there is an opportunity to observe what is leaving the facility, vs. at a landfill when the trucks just pull in and its out in the middle of wherever and it's dumped and then it is covered by large equipment. Here it is dumped on the floor, it's observed by the driver, it's pushed around by the transfer station equipment operator and then it is compacted into the trailer, so it is observed three times after it is dumped on the floor at a minimum.

Alderman Davis said he has had some calls from some of the business individuals in the community and they have indicated that they have a rate but they are also able to get dollars back for recycle able items such as cardboard, glass and things of that nature so you may show a $250.00 rate but actually in reality it is less than that because of the return they get for the recyclables that they contribute.

Mr. Dumas said we have talked about that and we even had some large cardboard user give us a call yesterday and I tried to get what their return was on their recycling. What we are talking about here first of all is just the waste that is going into the landfill. The recycling rates would be different and if they are a large user and they do recycle we can provide the same type of bulk that any other private company might provide because we broker our recycle able right now also. Went we get an adequate supply we check the market, find out whom the highest bidder is and call them to come and get it or haul it to them. We can provide for those large contributors because we will be making some money off of it also, a return just like any other providers do.

Alderman Marr asked what are the most volatile areas of rate impact?

Mr. Dumas said probably at this time fuel, and that is going to impact not just the commercial but the residential also. We have been looking at fuel increases already over the past six months and if they continue to increase the way they are that could be substantial. Every operational department budget it would have a significant impact on their budgets.

Alderman Marr asked if there were other areas.

Mr. Dumas said he could not think of any that would have a short term impact, all of the others increasing volumes might require additional vehicles but then that additional vehicle and equipment is going to be paid for by the users anyway so that's not something that is going to impact the rate, it would just impact the overall cost of the system. I can't think of anything that would have a short-term impact except for fuel.

Alderman Marr said we received an article on going into going into business, an article on decisions that should be made and looked at when making this kind of decision. It talks about areas as to why someone would want to go this route and it gave options of increased control of waste stream, increase revenue potential, act like a business spreading your overhead over a larger base, improve quality control cost, implement policy objectives and when a city gets into it competitively spur competition. Which of these areas is the primary reason for pursuing this?

Mr. Dumas said he thinks there are three areas. Spreading the overhead cost across a larger basis. But I think more importantly it is controlling the waste stream to try to encourage throughout the system the same types of programs that we have tried to promote in the residential sector, that being the recycling effort and the reduction of waste going into the landfill.

Alderman Marr said it also gives obstacles or challenges or things to be concerned about one of them is experience and know how, so I guess my question is do we have the management expertise on staff to do that and if so could you give us a little background about why you think we do.

Mr. Dumas said the current group cannot take credit for all the improvements that are in the system that is out there now. Three years ago there was a very efficient system in place the Council made a lot of decisions back in the late 90's that I think helped make the system become what it is. I think that in the last couple of years thought we have made some leaps in knowledge and abilities in the system. One of those is the current environmental affairs administrator who has very serious experience I will not get into the decades in managing waste with a very large waste hauler in the U.S. that perhaps the City Attorney mentioned a while ago. I think that the teamwork down there, the ability of the group to come together through a lot of adversity shortly before I got here, I think it is an extraordinary good group down there now, turnover has reduced almost to nothing and there is an extraordinary team spirit that, I think that is indicative at how they have handled their expansion over the last year or so and the way they provide the customer service to those new large commercial accounts and existing small commercial accounts.

Alderman Marr said you have given us an outline of the container impact, the fleet impact, are there any issues on future computer systems or billing system, that we going to need to do that is there any anticipated upcoming cost related to the administrative functions of this.

Mr. Dumas said there will be some issues in the billing system but we will be using the billing office now. Whatever issue those are they pale in comparison to the change that we have had to go through with the multiple size carts, as we are going through right now and the new billing system that will be in place as a result of that come April and May. There will be a few issues I'm sure there always are when you expand a program like that, but I don't anticipate any increase in staff required at either the solid waste division or in the budget and accounting area.

Alderman Marr said did we consider any other alternates, did we look at the degree of exclusivity compared to taking it all, did we look at franchise arrangements, setting service covered areas, whatever the issues that we were trying to control before we made this recommendation.

Mr. Dumas said there was a cursory evaluation at franchising the system out and I think if you look at what the small communities of Gravette, Decatur and Rogers also they have added a service call to the contract price. In Rogers, you can see that those rates up there by their ordinance are fairly substantial compared to even the private hauler here in Fayetteville. There was some discussion by one waste hauler of providing a $30.00 franchise fee per service call. It did not take very long to think that that $30.00 franchise fee per service call is going to be an add on to their bill every month which is going to be identified as a franchise fee to the City of Fayetteville, so there would be a franchise fee in addition to their profit, which it is a business they have to make a profit, but if we could provide the same service with the same efficiencies and customer service levels that they are or better than they are and save the $30.00 franchise fee and save the profit, spread the cost of the system over the larger basis and save the customer in some cases substantial annual or monthly bill, it did not take much thought to come to the conclusion that we should be providing the service. There may be some debate on that but I think that franchise fee plus profit is a substantial savings right off the top that you are saving the consumer, if we can provide the service and I think that not all communities may have the same type of system that Fayetteville is lucky enough to have in the solid waste area but we have a good system, even though it is trash it is something we all make and we all have to get rid of every day. If it does not go away every Monday morning I am going to be upset and so are you. It is the same thing whether it is a residence or a business.

Alderman Jordan said how much commercial waste do we generate per day in the city, do you have any idea.

Mr. Dumas said no. City wide no, 136 tons is what we haul. There is suppose to be as I understand in the solid waste regulations of the state some reporting that goes on to the waste management district, I am not sure if those numbers are getting in or not, that number is suppose to be available, but I don't think it is.

Aldermen Jordan said we will not have any sites inside residential areas where will be any containers left open will we.

Mr. Dumas said no. We will store all of our equipment at the Happy Hollow site in a neat matter, which I hope you think we keep it pretty neat right now.

Alderman Jordan asked Mr. Williams I have heard a lot of talk and have received a lot of letters that they think it is illegal for the city to venture out into this commercial business and take it completely over is it illegal for the city to do that.

Mr. Williams said I think the correct answer is no it is not I gave you memos to this effect in August, I sited the ordinance that has been on the books for more than 40 years in Fayetteville that gives us the right to control who would pick up trash, that they are suppose to have a contract with us. There was a specific law passed by the legislature and the solid waste management act is I think what it was that gave the cities the power to control the trash flow and also the responsibility. So you have both the power and the responsibility t do that. It also gives the cities the right to enter into an exclusive franchise agreement and that is what Rogers has done and I think probably that is what Springdale has done. I think it also gives us the right to enter into a comprehensive plan and run it ourselves plus I think we have the right just under general police powers and things like that even without that particular act because trash was picked up long before that act was even instituted. When I wrote that memo there were five different basis I found in Arkansas law that I thought gave us the right to do this if that what the City Council wanted to do and I think that what you decided to do back on August 20, 2002 when you passed the resolution for an action plan to implement the consolidated solid waste management plan for Fayetteville. I think this is kind of the combination of it tonight.

Mayor Coody asked if there were any more questions for Mr. Dumas. There were no more questions. The Mayor then thanked Mr. Dumas for his presentation.

Mayor Coody said he saw an ad also in today's paper where one of our staff is quoted about saying something about a 50% rate increase. I was wondering if you had any information on that because that was news to him.

Mr. Dumas said the person quoted in the paper is here and he would be happy to answer that question since he was the one quoted that was quoted in the paper.

Mayor Coody asked Travis from solid waste, the ad today said you are probably familiar with it said that you are quoted as saying that there would be something about a 50% rate increase and I didn't know if you had a response to that.

Travis from Solid Waste said Mr. Mayor when we quote rates the only time we change a rate is when I talk to either Gary Dumas or Carol Hill and we haven't done that in quite some time and I don't know how they figured that there was a 50% increase. For quite some time we have charged the same rates $187.00 for a 20 yard that includes a lease, $190.00 for a 30 yard which includes a lease and $195.00 for a 40 yard which includes the lease. When anyone calls in these are the prices, this is what we charge every time someone calls in.

Mayor Coody said there is the per tonnage rate.

Travis said I am sorry, plus the disposal rate of $29.20 per ton.

Mayor Coody said that varies depending on each pull?

Travis said yes it does. We try to stress to people when they call in and ask us to supply them with a roll off that the rate is $29.20 plus the $187.00, the $190.00 and the $195.00 includes proper disposal as well.

Mayor Coody asked how many tons average, I think it is 3 ½ tons if I remember correctly.

Travis said the best that we can figure Mr. Mayor is that last year we pulled over 900 loads and the average rate on average 20's, 30's and 40's yards all together, the average weight was about 3 ½ tons per load, some would weigh considerably more and some considerably less than 3 ½ tons.

Mayor Coody asked the public to sign your name on the form on the podium so we can correctly reflect that in the minutes of the meeting, please.

John Sampier, I am here tonight speaking on behalf of Waste Management, for many years Waste Management and its predecessors USA Waste, Fulton Sanitation and Sunray Services have been pleased to have a business relationship within the City of Fayetteville and the Fayetteville business community. Currently today we have over 70 contracts within the city limits that we serve in terms of what we call open top roll off containers and industrial compactors. We have never interfered with the City of Fayetteville servicing commercial dumpsters as they are called or residential services, we have not been in the newspaper, we have not been sponsoring websites, we are just trying to quietly and professionally provide service to our customer that have been our customers for many years in the City of Fayetteville. We have also had a good relationship we believe with the City of Fayetteville itself some of which has been eluded to tonight. We operate under contract with your transfer station as has been discussed earlier and for the pleasure of doing business in Fayetteville we have remunerated a franchise fee to the city for that. We are a long time and active member of the Fayetteville Chamber of Commerce and we provide complimentary services within the city limits of Fayetteville to such events as Bikes, Blues and BBQ, the Walton Arts Center the recent Northwest Arkansas Home Builders Association show that was held in Fayetteville, the University of Arkansas and others. We believe that we have provided a completive rate and reliable service as a member of the business community n the City of Fayetteville for many years. We believe than since we are providing a reliable service at fair and competitive rates that we should be allowed to continue to do so. I want to close with just three comments, our purpose tonight and my representation of Waste Management is not to be argumentative or to challenge certain ideas, but I must tell you that I think if your decision is partially based on the financial information that you heard tonight, I can tell you that there are miss calculations in the way Waste Managements rates were presented tonight and if that is part of it we should have the opportunity to provide you the City Council with our rate structure and what we have within the city limits of Fayetteville and areas for that matter. Mr. Dumas made a reference tonight that he foresaw some clandestinely rate increase in the years to come because of the reference of the closure of our landfill that has no basis in fact; we said form the time that happened and continue

to say that we have never tried to recoup those losses and we never will. Their record will show that any rate increase that we have had commercially or residentially in the cities that we serve in Northwest Arkansas since that time have been due t the consumer price index for this part of the United States and that's all and that is all it ever will be. Finally there was mention of a $30.00 franchise fee, Waste Management did not propose a $30.00 franchise fee to the City of Fayetteville, we proposed a $25.00 fee pull for our containers, you set the rates, you control the rates, and we act as a subcontractor. Currently we pull some, we call it pulling, we haul some 300 loads per month, at $25.00 per load that is $7,500.00 per month into Fayetteville's coffers just from Waste Management thus allowing you apply over one million dollars to other needs that the citizenry may have. Thank you for this opportunity.

Mayor Coody said you have been very professional to work with too and I commend you for that.

Delia Foster a resident of Elkins, I worked for the City of Fayetteville for ten years which included working in your solid waste division. I am here tonight in response to the article that was in today's Northwest Arkansas Times. I was absolutely shocked and out raged to read a half page ad by Roll Off Service that included a letter of resignation with my name on it. I had to come tonight to make sure you the City Council, City Staff and Fayetteville Residents know the truth about this ad and Roll Off Service. I did not write that letter of resignation nor did I supply any documents to Roll Off Service or anyone else. Roll Off Service manipulated that document. This is not the first time that Roll Off Service has manipulated or fabricated City documents and unless you take action it will not be the last. I am outraged at this attempt to take advantage of me, Alderman Reynolds and the City. The truth is that I am absolutely embarrassed to even be associated with the Roll Off name. I hope that you and all companies doing business with Roll Off take note of this action. This once again demonstrates their lack of respect for laws and regulations. They believe that they do not have to follow rules, regulations, permits and basis business ethics. I intend to take legal action and I hope that you City Council will also prove to Roll Off Service that they are not invincible by voting to support your solid waste divisions request to privatize the industrial waste collection program. Thank you for your time.

Alderman Rhodes said he appreciated Ms. Foster coming forward and saying what you had to say. Can you tell me you mentioned that the manipulated a document.

Ms. Foster said yes, that was not the letter of resignation that I wrote and it is proven in my personnel file here at the City. I do not know where or how they got it but it was not what I wrote to the City and turned in.

John Scott, representing Hanna's candle company, said he is a little considered about this current proposal to take over industrial waste hauling in the City of Fayetteville. We are currently customers of Roll Off Services, we have been customers of Waste Management, we were benefited by Roll Off coming to town, and the increased competition lowered our average pull bill from $425.00 to $385.00. Usually when the City wants to get involved in spending monies it's for a need that has been identified by its constituents, someone complaining about a road needing to be paved in front of their house, a neighborhood wanting a new city park near their house. In this case I don't know of anyone that has complained or ask the city for help in

controlling our cost, as businesses it is our responsibility to control our cost not yours. If I think that Roll Off is charging too much, I go to Waste Management and I ask for a new deal or I ask Roll Off for a new deal. I don't need a monopoly coming in and dictating who will haul my trash and how much they will charge me. I don't have any control in this situation. It has been said that the city wants to spread its overhead and control its waste stream. Mr. Dumas was quoted in the paper, as saying the purpose of this program is to keep our rates lower for the residential customers. It is already well known that the solid waste division ahs a $568,000.00 operating deficit this year. Based upon the numbers that Mr. Dumas provided in the previous meeting the total cost of operating this new division or service is going to be $635,000.00 and they project to have about 3,000 pulls a year which makes our cost initially $284.20 per pull which is better than what we are paying now, that's great, but you add in the short fall, which it is going to be real tempting for you guys to put the residential short fall on the residential customers, you put that short fall on top of the cost, that is 1.2 million dollars that the industrial customers I suppose will be asked to shoulder, 3,000 pulls per year that is $ 401.00 per pull, now you are over what I am charged right now. I don't want that, if you guys want to be in the industrial waste hauling business, come on in but don't make yourself a monopoly, compete with these guys, if you are better, do it but don't kick them out. I am not asking for you to be in this business I will handle my own cost. It is not your responsibility. I went to a manufactures committee meeting a couple weeks ago this is a committee of the Chamber of Commerce and we talked about that, there was probably ten manufactures represented in that room and not one of them supported this. We are the constituents in this case, we didn't ask for this so we don't want you involved.

Mayor Coody said Mr. Scott brings up a question; Mr. Dumas the $284.20 is that the rate this Council would be approving?

Mr. Dumas said no, it would be approving $150.00 plus lease plus disposal. The lease was $37, $40 and $45 dollars per open top container, if it is compactor containers it is based on whatever the price is when we work that out with the customer before we purchase. They purchase and we lease it back to them after they purchase it. We made an assumption on a certain number of service calls per year, I told you I thought that number was conservative and it very likely is based on the 3600 or so service calls that I think Waste Management mentioned they had per year. If you increase your number of service calls the revenue portion ally increases.

Bob Bracey of Superior Industries, in the presentation I heard as an industry rather than, I assume that when we use the term here commercial this is including the industrial basis. I n our particular case we have a private contractor that has been servicing us for many years. I heard mention that this will not initial special waste, more than 50% of our waste is classified as special waste. I don't know how that would impact Superior as a long time manufacturer employer in the City of Fayetteville. What are compact hauls, we have a compacter that handles general waste and I assume that that would classify into this particular proposal. Is the waste going to be hauled directly to the landfill, I think I am hearing that it will not be, it will be put in the transfer station, I presume it's the one that is in the industrial park. It is my understanding the way that operates a truck drives in drops that waste on the floor and it's spread out on the floor and gone through for whatever particular recycling needs and then it is re-picked up, re-packaged and sent to the landfill if I understand that correctly. That is like handling our waste

two different times, because most of or all of our waste is going to end up in the landfill, we feel that we have a significantly amount of programs that there is very little recyclable materials that the City or any hauler is going to find from Superior. We haul tons of material out of Fayetteville, most of it is recycled material, and it goes to other parts of the country for feedstock and to other materials. About that we want to put into the Tontitown landfill is things that nobody wants for any other particular reasons. We are not sure how we can contribute to the financial gain of this particular program. We have hauled approximately 28-30 truckloads per month, more than 50% of those must go into a Class IV landfill, special waste it is not recycled material. A lot of our preventive work is done on the weekend, many times we call on our present hauler to come in Saturdays and Sundays to pick up containers and then bring them back to us. Right now on site we probably have about 7 – 8 containers on our property that are being filled up at random rates and pulled on a continuous weekly basis we are a 24/7 operation. That is a large concern for an organization like ours that we have service on the weekends. The contractor that presently services us tells us that we are one of their largest customer in the city, I understand listening tonight that the city also contracts that contractor, if we are not allowed to allow them to competitively quote us for services for us to stay in a competitive business, what would that revenue loss to them mean to the rest of their base. They may have to recover those losses in some other fashion. We want to have the opportunity to stay competitive, we would be considered that any monopoly or dictatorship comes into our community that really restricts our ability to go out and fairly price what we have to do. Would we have two contracts, with a private carrier and with the city?

Mayor Coody asked Mr. Dumas will we be able to service weekends.

Mr. Dumas said yes. They can call at any time and get a service call.

Mayor Coody asked about the recycling off the floor.

Mr. Dumas said we do not recycle off the floor.

Mayor Coody said so it goes straight to the trailer and is compacted.

Mr. Dumas said yes.

Mayor Coody told Mr. Bracey the special waste contract would be continued with the current special waste hauler.

Mr. Dumas said yes, he did not know what Mr. Bracey's special waste is, we will haul Class I and Class IV waste, that is not special waste, but if it is hazardous waste we will not haul it.

Alderman Thiel asked Mr. Dumas you stated you had not looked at contracting with Waste Management, was there any real consideration, an offer or a discussion with Waste Management about them providing the service, that would still be a monopoly, but us not getting into the business and they can handle the special waste I understand. It does not sound like you had a very serious discussion on that.

Mr. Dumas said the hazardous waste hauler would still be here. I just go back to the basis issue if there is a cost of the service and then you are adding a city fee to it that would seem like it would be costing the consumer more than it would if there was not that additional fee on top of it. There would be a fee above the cost of service that you would be charging to the consumer. That is certainly an option. The city can provide this service foe the same or less.

Alderman Thiel said it all goes back to why we are doing this. I would support this because it would help implement a recycling program for industrial and commercial that probably private providers don't encourage, but we haven't even looked at the cost of that yet.

Alderman Davis said as you were making your statement Mr. Dumas Mr. Sampier was in the back shacking his head indicating that what you were saying was incorrect to some degree. I would like to give him the opportunity to rebuttal what you stated.

Mr. Dumas said there is a cost of service whether we do it or any private provider provides it.

Alderman Dais said I agree with that but the cost of service could be different between the city and the individual provider.

Mr. Dumas said I know it is, I can tell from the rate structures that are out there that there is a different cost of service. Whatever that cost of service is though is you add an additional tax onto it, which I suppose that is what this would be, then that is the cost of service plus the tax.

Mr. Sampier said he did not say they would add on a rate increase because of this, I wasn't suggesting that we would be the only one, whoever the private haulers are impose a $25.00 per haul fee on everybody. Our rates would be controlled by the City Council, adjusted by the City Council, certainly in concert with the private haulers so there was a fair profit for the private hauler, but not to establish a fee and then tack something on to the end of it, that is not what we are suggesting. That was one conversation we haven't had the opportunity to pursue that any further. As members of the private sector it seems it is something worth exploring if it is practical, I have had a little experience in this business myself, if the municipality can gain some revenue without having to put out the cost of equipment, workers compensation, labor cost and that sort of thing it is certainly something worth looking at. Out rate structure has variables in different cities, the length of the haul and any number of things, your decision, making may be based on other thing, but there may be an opportunity here to explore this a little further.

Paul Pinneo with Marshalltown Tools we have been in business some 110 years and we attribute that 110 years to doing good economic decision during those 110 years. A year and a half ago we had Roll Off come to us with a proposal. Our cost for trash hauling in the year 2000 was 7,800.00. Roll Off services gave us a proposal that ended up saving us $3,000.00 in one year, offered us saw dust removal, provided us a trailer to store our recyclable bailed cardboard, paid us for that bailed cardboard, poured us a concrete slab to set the trash container on and provided us with a trash compactor for just $287.00 for the first 12 months which was a total of $3344.00. During that year and a half Roll Off has performed flawlessly, the cost they gave they gave us is exactly what we have been getting, we have a much better looking service area now that we have a closed compaction system, our bailed cardboard no longer sets in the back yard, but in one of

Roll Off's trailers and we have been receiving approximately $7,500.00 annually for recycled cardboard. We are now being faced with the city coming to us and saying we have to go to the city for our trash hauling. We have received a quote from the city and it appears as thought the trash hauling per load is approximately the same, within $10.00 of each other, not a big problem. The real problem we have is if Roll Off can longer be our provider, we are without a compact system and we have been given a quote by the city for $16,520.00 plus tax to purchase a 40 yard container and a compacting unit. We have the opportunity to do that over an eight-year period, which would run the cost of $21,806.00 plus tax. We are looking at a considerable increase if you go through with this proposal tonight. I am concerned that we will wind up with a monopoly, Mr. Dumas was apologizing for having an extra $3,250.00, but with a budget like that, that will be spilled on a certain day, a truck goes bad and has to be repaired, gasoline goes up, I can see the cost we have today is going to escalate. I am also concerned about my recycling of cardboard and my $7,500.00 a year recycling fee for the cardboard could go away, there is one in Fort Smith that we have had in the past that was unreliable. I would encourage you not to pass this, I have heard the reason for doing this is for more revenue, I would loved to have heard that you were doing it because you could do a better service for the community and that you could do it more economically but I haven't heard that.

Mayor Coody said the cardboard recycling would stay in place and I suspect you would not see a change there. The compactor I do not know how to answer that we might discuss that. I don't think the staff's intent here is to increase anyone's fees or rates. I think the intent is to bring the rates down and to have a more equitable distribution of rates across the board.

Mr. Pinneo said he brought them an example where his was going to cost more.

Alderman Reynolds asked the city Ordinance pertaining to this matter be read and how long it has been into effect and what year it went into effect. About allowing outside haulers to come into our city.

Mr. Williams said it is a short ordinance; it was passed on April 6, 1959. Mr. Williams read the ordinance.

Tom Smith of Roll Off Services said we contact our competitors to see what they charge; we have had contracts of Waste Management shared with us so we are very familiar with their rate structure. The rate structure proposed by Mr. Dumas, as I understand it is $190.00 per haul fee plus a rate of $29.00 per ton for disposal. If you compare apples to apples with an eight-ton load in an open top container with a size of 30 yards that would be a $422.00 bill, plus the lease on the container while it is at the location. Roll Off Service provides the very same service for $235.00 in the City of Fayetteville, eight tons of trash included in that price. Waste Management's price is $235.00 for the very same service with a ten-ton limit. The rate structure proposed by Mr. Dumas is over 50% higher that Waste Management now services. The rate structure in the PowerPoint presentation is not accurate. We would be happy to discuss our rates with the Council and Mr. Dumas; we have made several attempts to so in the past. I am in agreement with Mr. Sampier on a proposed fee paid by each private hauler to the City of Fayetteville as a franchise fee, I am all about competition, I would encourage the City of Fayetteville to compete with Roll Off Services and Waste Management side by side.

Competition is good it can only bring more competitive prices. We supply service to our customers within one hour of a phone call 24 hours a day 7 days a week. I believe the City of Fayetteville could provide that service also, but at what cost. How much do you want to send to supply this service to be the exclusive hauler? I do feel the City of Fayetteville has knowledgeable people, however there are some limitations there. I think the myth that the municipalities are exempt from having permits, so instance I am aware of the Fayetteville truck hauling recycled glass over to Oklahoma to the recycler. The commercial and the industrial people of Fayetteville risk losing competitive rates. I do not believe there is a need for you to get into this type of business. Charge a franchise fee, we do not want to lose the business and the folks that are here tonight don't want to lose us as their service provider.

Alderman Rhoades asked Mr. Smith if you were to lose the business what percentage of your business would that be?

Mr. Smith said Roll Off Services has invested right at $967,000.00 to do business in the City of Fayetteville; the percentage of business would be approximately 20%. We would lose 27 employees if you pass this measure and we have to leave town.

Mayor Coody asked about the letter Ms. Foster spoke of, would you please explain that, where you got it, how the changes were made, why, etc.

Mr. Smith said that was not from him, he did not put that letter in there and know nothing of it. Roll Off Services had nothing to do with the ads in the paper, nor did they have anything to do with the letter from Ms. Foster.

Mayor Coody said was that Marc Berry with LOOK, is he here tonight?

Mr. Smith said I believe so.

Mr. Berry said a copy was provided me through the Freedom of Information Act, that is the copy that I got. I was not able to get a hold of Delia, I was out of town, so she may have a problem with me and I will take it up with her.

Mayor Coody said from what I understand that was not asked for nor was it delivered, plus the fact that that is not the letter that we have in our file. It would have been nice for you to visit with Ms. Foster to ask permission to use that to make sure everything was accurate.

Mr. Berry said I understand that.

Mayor Coody said you work with Roll Off.

Mr. Berry said I am an employee of Roll Off, I have several other clients, and tonight I am here on behalf of Look. I have brought with me tonight 950 signatures on a petition of business owners, managers, and citizens of Fayetteville, along with 325 letters indicating that they would like a chose with their waste disposal within the city limits of Fayetteville. This information was compiled in five days, these pieces of paper represent the voices of the business community and

citizens in Fayetteville, I would hope that each of you would take careful consideration when passing this legislation tonight and listen to your constitutions. I will go to the clerk if you don't mind.

Alderman Thiel asked Mr. Berry, you said you FOI'd that letter, who did you FOI?

Mr. Berry said I had some information that I had gotten from the City in the past.

Mayor Coody said but you didn't get it from the city.

Mr. Berry said maybe I didn't get it from the city.

Mayor Coody asked might it have been from a former city employee?

Mr. Berry said possibly.

Alderman Rhoades said lets presume the letter was perfectly accurate which it sounds like the author does not believe it to be accurate, what was the purpose.

Mr. Berry said I have been coming to these meetings for the last six months and nobody has gotten excited about this issue. I have dealt with this issue for about the last eight years and I wanted to get some involvement, am I extremely proud of what I have done maybe not 100%, did I get some people out to tackle the issues. My purpose was to get people up in arms about having the city taking over the rates and them doing nothing about it. If that is the best decision for the city and you have discussed all the issues and discussed them fully and having your community come out and talk to you about that, so be it, pass it that's what the purpose was.

Mike Stout with Associated Builders and Contractor of Arkansas, we are a trade organization of general contractors, subcontractors industry professionals and suppliers. I represent commercial contractors that are mostly building schools, hospitals and other infractstructure in Northwest Arkansas; many of these projects are for the City of Fayetteville or the University of Arkansas. I was asked to prepare a consensus of the thoughts of our membership. During my poll of the members I found one that was so concise that I paraphrased his thoughts here. A few years back construction waste removal was a mess, rates were high and service was either lousy or not existent. Since we now have competition in this area our rates are better and service is great. Why does the City of Fayetteville want to take this away from us? This is proof that the free enterprise system and competiton work in real life. I don't know anyone in Northwest Arkansas who doesn't want this lesson taught to our children in their economics classes. If the City of Fayetteville wants to get into the business of construction waste and compete with the two companies currently doing business, then we welcome you. However compete on the basis of service and price, don't create a monopoly to insure your success. I remind you that the citizens of the City of Fayetteville are the people that pay for public building through their taxes, are the citizens willing to pay for the increased cost that we have experienced when the competition is removed.

Mr. Bracey said we have the opportunity here to demonstrate that we live in democracy. We welcome the opportunity to be in competition.

Chris Sargent a business owner said he his excited that the city would get into this business on a competitive level because our rates would get lower.

Alderman Rhoads said Mr. Sargent are you advocating the city get into the business with the other two remaining or by itself.

Mr. Sergeant said on a competitive level. It would be just one more place to shop.

Susan Porter, a resident said she would hate to see the city take on such a major administrative and management job as this and I think that it is nice that it would help our residential rates but I think it would be eaten up with the management of a large system.

Frances Langham, a business owner, said she is disturbed, as a business broker in the area, I saw their businesses and many were not saleable. I find that this is a hardship for those that have spoken tonight and I think that I have a view when a municipality gets in trouble they ask for a tax increase, so I wonder if this is not something that would affect everyone. This is just not good, there is not a choice here, competition is always good. I can't imagine why we would do this, I can tell you a lot of businesses fail and I would hope that we the citizens of Fayetteville wouldn't have to be responsible for something that could be this drastic.

Bill Ramsey, President of the Fayetteville Chamber of Commerce said I think what we have heard here tonight is competition and competition is good. There is not anything wrong with the city being in the business, the concern is that you are in an exclusive business and that you are eliminating competition. There are a lot of unanswered questions, I had one today and maybe you can answer this for me know, that was concerned about they have another private company that's coming and picking up scrap metal of which they pay them to do that. Is this included in the proposal, will they continue to be able to do that. I think we need to get all the facts, some of the figures have been disputed, I would just urge you to not rush into this decision, lets have some meetings of the mind and lets get some true facts and lets not do something in haste, something that we are going to regret down the road. I will admit I am a free enterpriser and I believe that private industry can do it better that government any day of the week, but I don't have any problem, I think we have competition, the city is in the business now and I think that has been a good marriage and its working, just think about that as you make your decision.

Alderman Thiel said initially she was in favor of us doing this for the reasons that we discussed early on that it might provide some savings on the residential side and that we would be able to encourage recycling more actively. After listening to the constituents in this case the commercial and industrial business it has been quite an eye opener, because they pointed out they did not ask for this, what is the motive for us doing this, why do we need to do this. At this point I don't think I can favor this proposal like it is, I would like for us to have some discussions thought based on our ordinance that we have with Roll off and Waste Management about a contract, apparently we have an ordinance in place that requires that we have a contract, I think we need to certainly pursue that and at that time maybe we can discuss the possibility of a

franchise fee. I think the commercial business that we are doing with resources right now has been a goof thing it has added to the competition. With the economic times like they are that aren't very sure I think this is not a good time for us to hamper our commercial and industrial businesses in the City of Fayetteville, this is probably the worst time for us to do this. I am not going to discuss some of the issues that we have had with one of the competitor's in the city, but I think we can work out some of the problems we have had without resorting to doing this. I think I will probably vote against this at this time.

Mayor Coody asked for a motion to table this so we can do some more homework and come back with some more information or some different ideas and look at some alternatives.

Alderman Jordan moved to table the resolution to the April 15, 2003 City Council meeting. Alderman Reynolds seconded.

Alderman Thiel asked what are we coming back with.

Mayor Coody said we may be coming back with talks about franchise fees, there were a lot of questions here tonight, and if the business community is not interested in this, I don't want to force any thing on anyone that they are not interested in. Right now we are not fulfilling the ordinance that was put in place in 1959. We need to find a way to start fulfilling that ordinances responsibilities, at the same time meet the needs of the community. If we can do that then I would like to bring something back to the Council to discuss at that time, that is basically my intent here.

Alderman Davis said my concern about this is that we have had good show of people tonight that are opposed to this and with just cause in my opinion and trying to get these same people out again at a latter date may be more difficult. I would hate for the Council at that point in time to forget what has been said tonight because of other conflicts that may occur in the future where they couldn't attend. I think we have to make sure that we listen to what the people in the business community have just stated because this is who this really affects and if it is their wishes and desires for us to not implement this we need to listen and we need to act on their behalf and I think that this past weekend at our retreat we all talked about one of those 23 items was that we did want to work with the business community and work to have a better relationship, so we need to make sure that we follow through with the things that we talked about this weekend.

Mayor Coody said I don't think anyone is going to bring anything up to try to sneak it through or past anybody. I don't think anything that has been said here will be forgotten by any of us tonight.

Alderman Lucas said she thinks we will not forget. I do think we do need to consider our ordinance that we have in place and work within that.

Mayor Coody said I am sure I speak for all of us; we don't want to ignore an ordinance that has been ignored for the last 44 years.

Alderman Jordan said he would like for us to look into the what John Sampier and John Smith said tonight about their proposals of what they can do for the city, I would like to see what there rate structure is and look into what they have.

Alderman Marr said I am glad we are tabling this to get further information, because one area that I am very uncomfortable with is dealing with special waste and the impact that it might have on the overall rates of someone. If we pull out the good part of the business and they are stuck with the bad part of the business what that might do in terms of their cost structure to get that service taken care of. That is certainly something that I think we need to investigate more. Alderman Marr said there was a very good article in Municipal Solid Waste that talks about various options. Chris Sargent said he liked that the city got into rate because it did make rates lower. I think that we need to remember that was a positive outcome for our businesses going back to our Retreat and our desire to do that. It went lower because other people providing it dropped their rate, it wasn't necessarily just our rate that impacted them. I do think we need to look at this and we need to ask ourselves the overall question how does this fit our priorities. There are two areas that I see it, one is additional positive impact for businesses and two was other revenue streams, which is something we talked about at the city level. This is another revenue stream; we can't forget that, we can't forget that it does allow us to spread our administrative cost over a much wider base. Those are things that I think we need to keep in mind. I appreciate the business constituent's comments tonight.

Upon on roll call the motion passed unanimously.

NEW COMMERCIAL COMPACTOR AND DROP BOX PROGRAM: A resolution authorizing the hiring of seven (7) additional full time employees to implement a new commercial compactor and drop box program. The resolution was tabled at the February 18, 2003 City Council meeting.

Alderman Jordan moved to table the resolution to the April 15, 2003 City Council meeting. Alderman Lucas seconded. Upon roll call the motion passed unanimously.

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 December 3, 2003 meeting.

Mayor Coody said as of this afternoon we have a signed contract with Mr. Keenan so that we can avid this condemnation.

Mr. Williams said I would suggest that you indefinitely table this resolution, which is sometimes known as killing it.

Alderman Thiel moved to table this resolution indefinitely. Alderman Jordan seconded.

Alderman Marr said he would abstain; he has a personal business relationship with Mr. Keenan.

Mayor Coody thanked Mr. Keenan for working with the city on this. I made a personal guarantee that this project would not lag, drag or slow down, so once we kick this off I will be taking a personal interest in making sure that this gets done as quickly as possible.

Upon roll call the motion passed 7-0-1 with Alderman Marr abstaining.

STUDENT HOUSING: An ordinance authorizing the Fayetteville Public Facilities Board to develop student housing facilities and to issue revenue bonds for the purpose of financing student housing to be developed in compliance with all city development ordinances. The ordinance was tabled at the February 4, 2003 meeting.

Alderman Davis moved to table this resolution indefinitely. Alderman Jordan seconded. Upon roll call the motion passed unanimously.

NEW BUSINESS:

ANIMAL CONCERNS COMMITTEE: A resolution establishing an Animal Concerns Committee.

Alderman Thiel said Mayor Coody I brought this forward and I am passing out some amendments to the original resolution based on recommendations coming out of our retreat to reduce permanent citizen committees and some of the concerns made to me about his committee I have the following amendments to the resolution, it now reads to establish it as an ad hoc committee, to serve until such time as a successful spay/neuter program has been established with a major reduction with the number of animal being euthanized at the City's animal shelter. I would also like to increase the number of at large members from three to four. I would also like to add term limits to the Humane Society of the Ozark members. They will have the same terms as the citizen-at-large member.

Alderman Dais said I think of an ad hoc committee being something that lasts for 6-12 months; I don't look at something that lasts for 3-4 years when I think of ad hoc. and you are talking about having terms for everybody of 3-4 years at a time.

Alderman Thiel said I don't know if there is any particular length of time for an ad hoc committee because the Tress and Trails Task Force has been going on now for almost three years. I think that I am trying to specific a time until such time as a successful spay/neuter program has been established with a major reduction with the number of animal being euthanasied at the City's animal shelter. I think that is the main reason that his committee has been meeting, there were concerns from the general public and the Human Society. The Human Society of the Ozarks paid for and built the clinic at the animal shelter and contributed a large amount of the revenue and fund raising to build the new shelter so they felt like they had a lot at stake out there.

Alderman Dais said how you establish a measurable reduction. Is that 50%, 100%, I am just asking how do you determine that.

Alderman Thiel said we have the shelter director here and our new veteranian here, possibility they could elaborate on the need for this committee and possibility they could help me out on what constitutes measurable if you do want some percentages. That is a good question.

Alderman Marr asked on the membership makeup, it was my understanding there was some discussion on dissolving the Human Society. Have there been discussions about that and if they are how do you plan to adjust the membership if that group doesn't exist any longer.

Alderman Thiel said that has not been discussed publicly to my knowledge. I don't think that is going to be an issue at all. They are having some reorganization problems and whenever their membership discovers that there is an issue, there will no longer be an issue. There has been a resignation of the President, Vice President and secretary, but the treasurer is still there. I think in a very short time you will have new officers; there is still a full board.

Alderman Marr said the reason he asked is that if it wasn't going to exist that this is not back in front of us 6 months later.

Mayor Coody said this committee was started back when we got surprised by the letter from the National Humane Society about some concerns at the animal shelter, we didn't have a vet in place and we had a problem keeping a good vet down there. We thought about making a Vet/Director combined position which did not set well with the Humane Society folks so I asked some people to get together to form an ad hoc committee to help get some of the issues resolved at the animal shelter that I think are now resolved. From my perspective the purpose for that ad hoc committee with the hiring of Dr Moore and resolving the other problems down there, I think the committee has basically has done a very good job in fulfilling its original intent. Mayor Coody asked Rick Hoyt, Police Chief to address the Council since he is over that department.

Chief Hoyt said I would hope you would not vote on this tonight due to the fact that there have been some changes in it, table to another meeting so the Police Department can take a look at these changes. I was unaware until you brought them up that there was going to be some changes. I was under the impression that the resolution was to establish a permanent city committee and I had come prepared tonight after consulting with my staff and members of the animal division to actually oppose the establishment of a permanent committee for a number of reasons. Bear in mind that my remarks are aimed at establishing a permanent committee. In January of 2003 of this year there was reorganization and it was announced that the Animal Services Division was now going to be under the Police Department. After talking with my staff and the staff of animal services we did not see the necessity of formalizing the Animal Concerns Committee. The current committee was formed in April of 2002 because of specific problem that had faced the Animal Shelter, since that time these problems have been address. I put Captain Frank Johnson of the Animal Services division; he will continue the best practice possible. Mr. Sumek talked about the down swing of committees across the nation and that task a task force seems to be a better way to go, because you have a starting and ending point. This Council has had discussion in the past about limiting the committees that you have. I think with the leadership and the management that the Police Department brings to the table, I do not see the necessity in formalizing this committee. I think you should here from members of my staff

and the Animal Services people here to form your opinions any further. I would say for the time being you should table this until be can look at the amendments that have been offered.

Captain Johnson with the Police Department said Dr. Moore and Jill Hatfield have a lot of good ideas. Things are going pretty good right know in my opinion.

Jill Hatfield, the Director of the Shelter said the overseeing of the Police Department for our division is a very good transition for us. We feel very comfortable that we are on the right track. Dr. Moore and I have come together to try to improve our services and make people aware of what we are about and what we are trying to do. I really wanted to reach out to the citizens of Fayetteville; I was hoping that the Animal Concerns Committee would help me do so. Throughout our meetings it has been very disheartening to see that not more citizens come to us. My time is invested heavily within that committee, sometimes it puts precedence over priorities that I feel that needs to be addressed. I would like to see me be able to reach out more to the community. At this point in time I am not getting service complaints. I would like to see a lot of my time spent in the community.

Alderman Rhoades asked as a committee how will it help you do that.

Ms. Hatfield said it is not, citizens are not coming to the Animal Concerns Committee to talk to us about complaints and that is not happening. We have had three citizens come to the committee meeting, they are the same citizens, we talk about issues that are important, but I don't think I am getting results.

Alderman Rhoades said maybe a committee is not necessary at all maybe what is necessary is whatever is keeping you from doing your job to the perfection that you are looking for; get those roadblocks taken out of your way vs. having this committee. I am having difficulty understanding what this committee will do to lower the number of dogs and cats that we are having to deal with.

Alderman Thiel said she was not aware that the Police Department and the Animal Services was not happy with this committee, this is a major surprise to me tonight, it would have been nice if someone would have let me know in advance of this, I would probably pulled it. I discussed this via email that this proposal was going to be on here. The committee has served the purpose to this point, we have lost two vets since this committee was formed, we finally have one now, I certainly hope that you keep her. That is largely why this committee has stayed active because there are some issues down there. I certainly don't want you spending one night a month at this committee meeting taking away from you going out and doing public service, I think you should go to the Ward meetings and Council of Neighborhood meetings. I also saw this as venue also for being televised and being a way of publicizing events, but you are right we don't have good attendance. I have no problem pulling this, we have a meeting scheduled for Thursday and I will let you contact everyone via email that this committee no longer exists and we can start this up again if there is another issue.

Alderman Rhoads said he thought that is probably the right thing to do and I did not mean to put you on the spot, because my questions were just pure ignorance I don't know much about the subject but I think that is probably the best idea. If things need another set of eyes so be it.

Alderman Thiel said this probably the last shot that we are going to get at a veteranian and I just hope it works out.

Alderman Lucas said I don't think they have a problem with the committee, they feel like they can reach out to the community, better in a different way since there is not a participation from the community coming to the committee meeting.

Alderman Marr said the committee was suppose to end on 12/31/2002 and now we are in March. She like other aldermen was asked to look at certain committees at our retreat at the Airport. Is there any action that needs to be done to dissolve it or does it dissolve by the nature of not creating a new resolution of an ad hoc committee?

Alderman Thiel said just us notifying the member that there is no longer a committee.

Alderman Marr said I just want to make sue that whatever we are deciding tonight we are doing it in the point of order.

Mr. Williams said he is not aware of any resolution that formally established this even as an ad hoc or task force. Therefore you would not need any type of resolution to de-establish it. It might be that since the Mayor originally asked them to serve it might be that the Mayor may want to send them a letter to thank them for their service and the fact that the original purpose of the task force has been met and he is appreciative of them helping Fayetteville get past the problems that were in existence at that point in time.

Alderman Thiel said the Mayor did not form it, she did.

Mr. Williams said then it should come from you with the same sort of information though that we certainly appreciate all the work that they have put in and that it has showed good results, they have accomplished their task.

Alderman Thiel said absolutely, I think Jill would testify to that.

Ms. Hatfield said the committee has been a big help, we have been through some rough times as Brenda says, it has been a big challenge and they have been very helpful so I don't want to say that there weren't issues talked about and discussions that weren't valid. I do want to thank her and the other members of the committee. It was s good thing.

Mayor Coody congratulate the Shelter and Dr. Moore, there have been some really good stories in the paper about the new programs that you put in place and the work that you are doing down there.

Ms. Moore thanked the Mayor and the City Council members for giving her the chance to have this job. The pet over population has always been a huge concern of hers and she feels like in this job she can finally make a difference and I do think we are making a difference in the short time that I have been there. I just want to assure you that we will continue to make a difference, not only are the public needs going to be met for the stray animals but also I think we are going to reduce the euthanasia and increase the spay/neuter. I want to thank that committee and Brenda Thiel.

Mayor Coody thanked Ms. Moore foe her hard work, the Shelter is going very smoothly down there. The Animal Shelter having the authority of the Police Department behind them has been a big help. Jill you have done a good job, Frank we are really pleased with your involvement and De. Moore. We appreciate you more than you know.

Alderman Rhoads said he firmly supports what you all are doing, I appreciate the fact that Brenda started this thing rolling in the first place and I also appreciate her flexibility tonight as we looked at the issue and them pulling back on it, I think that was great.

Alderman Thiel moved to table this resolution indefinitely. Alderman Marr seconded. Upon roll the motion passed unanimously.

SENATE BILL 407: A resolution to express the City of Fayetteville's opposition to Senate Bill 407 prohibiting most zoning and regulation of mobile homes.

Mayor Coody said this has been brought forward by the State Legislature to regulate mobile homes anything built before 1976 I think would be a mobile home anything after that would be considered manufactured housing and we would be forced to allow them in a particular zone in Fayetteville. Mayor Coody asked Mr. Williams if he had any other input.

Mr. Williams said this was presented by Alderman Thiel so I should probably allow her to go forward first with any comments that she would like to make.

Alderman Thiel said she passed out some information from the Northwest Arkansas Regional Planning Commission's Executive Committee sent pointing out that they have voted unanimously to express their opposition to Senate Bill 407. Bill 407 would not allow cities to regulate or set standards for mobile homes, our UDO currently allows mobile homes in mobile home parks and on three acre agriculturally zoned lots in certain circumstances. If this passes we would be required to allow mobile homes in our residential zones without the same regulations and conditions imposed on other single family dwellings. The bottom line is that planning and zoning issues should be decided by the local government who listens to their citizens directly affected by these zoning decisions. I strongly support that we adopt this resolution and send this message to general assembly that they not pass SB 407.

Mayor Coody said I think this comes up in the committee meeting tomorrow so if this is approved tonight we will be sure and fax it down first thing in the morning.

Alderman Davis thanked Alderman Thiel for bringing this forward; I think this is something that we probably were not aware of.

Mayor Coody said the Municipal League has been very adamant in support upon rule and municipalities being able to determine their own futures and this is something they opposed.

Alderman Thiel moved to approve the resolution. Alderman Davis seconded. Upon roll call the motion passed unanimously.

RESOLUTION 40-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NARENDRA KRUSHIKER BID WAIVER AND COST-SHARE: An ordinance approving a cost-share and bid waiver in the amount of $ 25,491.00 with Narendra Krushiker for the construction of approximately 650 feet of 8" water main.

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

Shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDIANANCE 4469 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RZN 03-6.00 (Brophy): An ordinance approving a rezoning as submitted by Bill Rudasill on behalf of Ralph Brophy for property located north of Township and east of 71B. The property is zoned C-2, Thoroughfare Commercial and contains approximately 1.65 acres. The request is to rezone to R-3, High Density Residential.

Mr. Williams read the ordinance.

Mr. Rudasill said that we have an arbitrary line established by the city wide rezoning, which created a straight line which didn't follow any property lines and we have a piece of property that has some property lines that cut into a portion of the commercial property, but that commercial property is basically land locked, it is too small to do anything with. It is attached to a portion of land that was originally planned as a multi-family R-3 type development, with townhouse type homes, so this is to resolve that issue of the arbitrary line that was established by the zone to bring the R-3 back to the property lines.

Alderman Davis moved to suspend the rules and go to the second reading. Alderman Jordan seconded. Upon roll call the motion passed 6-2-0. Alderman Thiel and Marr voting nay.

Mr. Williams read the ordinance.

Alderman Thiel said she would like to leave this on this reading until the council has a chance to look at this.

Tim Conklin, Planning Department said why the petitioner has asked for a re-zoning is to take what has been platted, zoned already R-3 up against Brophy circle and take the back portion of those lots that are zoned C-2 and make those R-3 also. It is already developed down the hill on College Avenue this would just make the entire lot zoned R-3.

Alderman Thiel said so you are taking some C-2 and making it R-3.

Mr. Conklin said there are some existing lots; access to this property is from Brophy Circle. The back portion of these lots is zoned commercial. We are taking on Brophy Circle you have the majority of the lot zoned R-3 currently, as you move down the hill toward College Avenue this same property owner has a portion of that lot zoned C-2, we are trying to make all of the lot the same zoning district.

Alderman Thiel said she personally would like to go look at this and see hoe steep this is, how it relates to the commercial property down below.

Alderman Marr asked will this allow additional density in this area, is there plans for additional building.

Alderman Reynolds asked is this to correct a mistake or is it to make room for more building.

Mr. Rudasill said the commercial line basically runs through the middle of these properties and it is a property that was approved as a multi-family project in the past.

Alderman Thiel said one of our priorities at the Retreat was to look at down zoning or rezoning and our zoning on hillsides, because we need look at the density that we are creating on our hillsides. That is why I would like for us to go visit this. I have no way determining how this slope is and how that impacts that hillside. This is in close proximity to College and we just looked at another area just a little further on and we are very reluctant about zoning it multi-family because of the proximately to the commercial area. So if we are going to do it in one circumstance we need to at least go look at this.

Alderman Marr said he agrees with Alderman Thiel. I think our priority of the study of hillside zoning's we need to at least take a tour and look at it. I would defer to our Ward III Aldermen who represent that area, we are directly on the other side of the road which we represent which is a hillside and I don't want to have someone come back later and say significant multi-family makes it okay to rezone this on the right. I am going to have a real problem with density on our

hillsides when we have that as a priority of study. I think it is very smart for us to go look at it first.

Mr. Rudasill said he had no problem with that. We can do the last reading next meeting or whenever it needs to be done and I can show you what I am talking about and explain it. It is not usable as commercial and it's creating a situation where the R-3 is not usable either because it cuts right through the developable portion of these lots. The access to it is through R-3 and R-1 development so there is no way to get commercial traffic into the property.

Alderman Davis said that is fine if you want to wait until the next meeting, I know that this came before the Planning Commission and there was nobody that night that opposed this, I have yet to receive any phone calls regarding this issue.

Alderman Marr asked is there currently some type of buffer between the commercial on College, a tree buffer or anything before it actually gets to the residential area.

Mr. Conklin said it is going up a fairly steep hillside, almost like a bluff. This recommendation from Staff and the Commission is not rezoning an entire lot or an entire area for development. We are looking at a split zone on a piece of property that is already currently zoned R-3. One of the discussions that we had with Mr. Rudasill and the applicant was that the applicant thought that maybe all of this should be rezoned commercial up there. It is partially zoned commercial and partially zoned multi-family. Staff is more in favor of matching the residential zone that is up there since it is between College and the R-3 up against Brophy Circle. We are not recommending rezoning an entire lot to R-3. We are recommending rezoning a portion of a lot that is currently zoned C-2 to what is up there already. Brophy Circle has developed with some duplexes and apartments; it is not an undeveloped area except at the end of Brophy Circle where you have these lots that are split zoned. Taking a look at it helps to understand what we are looking at and the decision that we are trying to make.

Mr. Rudasill said when you do that Council Tour if you would like for me to meet you out there.

Mayor Coody said generally at 4:30 on Monday afternoon we will be taking a tour that day. That will be March the 31st. You can get with Tim on that.

The Ordinance was left on the second reading.

RZN 03-12.00 (Broyles): An ordinance approving a rezoning as submitted by Jerry Kelso of Crafton, Tull & Associates on behalf of Tom Broyles for property owned by Helen Adams and located at the northeast corner of 18th Street and Futrall Drive. The property is zoned I-1, Heavy Commercial/Light Industrial and contains approximately 17.65 acres. The request is to rezone to C-2, Thoroughfare Commercial.

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

Alderman Jordan said he had not had any complaints.

Alderman Lucas said she had not had any either.

Alderman Jordan said the neighborhood seems to be alright with it, I have talked to Tom and looked at the plans.

Alderman Jordan moved to suspend the rules and go to the third and final reading. Alderman Lucas seconded. Upon roll call the motion passed unanimously.

Mr. Williams read the ordinance.

Shall the ordinance pass. Upon roll call the ordinance passed unanimously.

ORDIANANCE 4470 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Announcements:

- Ward I meeting at the Yvonne Richardson Center at 6:00 pm, Monday, March 24, 2003.
- Ward IV meeting City Administration Building Room 111 at 7:00 pm, Monday, March 24, 2003.
- The Nominating Committee will be meeting on Wednesday, March 26, 2003 at 4:00 pm, Room 111 to interview applicants for city committees. If you will get me your comments, for those Aldermen that are not on the nominating committee.

Meeting adjourned at 9:00 pm.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor and City Council

From: Gary Dumas, Director of Operations

Date: April 1, 2003

Subject: Commercial Drop Box Program

Attached is the letter sent to both Roll Off Services Inc. and Waste Management Inc. requesting the information that they both indicated that they would supply during the March 18, 2003 City Council meeting. As of this date neither has responded with the information requested.

The City Council on March 18, 2003 tabled the discussion on the Solid Waste Division Drop Box Program Expansion and requested information on enforcing the Contract Requirement within the Code of Ordinances which prohibits empting, transporting, or conveying garbage and trash within the City without a written contract with the City. Currently no waste hauler has a contract with the City.

With the enforcement of the Ordinance requiring a contract, both waste haulers, Roll Off Services, Inc. and Waste Management, Inc. indicated a willingness to pay a fee for the privilege of being permitted to haul waste within the City of Fayetteville and to use public right-of-way for their business.

The fee proposed would be based on the number of service calls performed (the volume of service). This would be a difficult performance measure to independently verify to make certain that all payments are being received and that one company is not gaining an unfair advantage over the other by not paying required contract fees. However, this method would also require timely monthly reports and payment of fees in order to insure contract provisions are being satisfied.

As we contemplate entering into a contractual relationship with both of these companies for what may be substantial fees, it may be appropriate to recall that Roll Off Services, Inc. had six outstanding past due invoices from the City of Fayetteville from 6-10-01 through 4-10-02 which were not paid until October 2002 and that Waste Management, Inc. has yet to remit on two invoices for administrative costs during their additional use of the Transfer Station during the Tontitown Landfill closure last year and have yet to repair the Transfer Station wear lip at the drive through. Additionally, the City has received neighbor complaints regarding the Roll Off Services, Inc. facilities at Warford Drive and

at Cato Springs; and the City has had to initiate Code Enforcement action at the Cato Springs site and has requested an ADEQ permit review of the Warford Site. Also, Bill Lonon, Washington County Office of Environmental Affairs has investigated Roll Off Services, Inc regarding alleged illegal dumping.

Concerning the comment from Waste Management, Inc. that there would be no increased contract fee for operating the Transfer Station and disposal of municipal waste, the City should begin negotiations to explore options on extending that contract beyond its current terms which at this time are quite fair to the City of Fayetteville.

Concerning Roll Off Services, Inc., the City of Fort Smith has only one requirement for someone to haul in their City. Any hauler will be granted a permit if they agree to take the waste hauled from the City to the City owned Landfill. Rolloff Services is actively hauling in the City without the benefit of a permit and defies the City to stop them. They are also taking the waste collected in the City to what ever landfill they choose, not the Fort Smith Landfill according to comments made by representatives of the City of Fort Smith.

The City of Fayetteville has a long history of environmental stewardship. The City's residential curbside recycling program, the quality of the city's compost and mulch yard waste program, the volume based residential trash program all set a very high standard for waste reduction and waste handling. The standards to which the staff maintains the transfer station, recycling center, composting and mulching yard and container storage areas indicate the standards which have been established by the residents of the community. Any contractor should also have those same standards in their maintenance of their facilities and in the manner in which they dispose of waste from the City of Fayetteville. For that reason the following contract provisions are recommended:

- All existing contracts with existing customers being serviced by any private hauler are void due to prior non-compliance with Ordinance 50.29, this will explicitly void short or long-term contracts which have inappropriately been used to limit the competitive market.

- This contract to haul and dispose of waste will be valid for only one year but will be canceled immediately without notice for failure to comply with any contract provision.

- The only waste which may be emptied or hauled by permitted haulers must come from what is commonly referred to as open top or compactor containers. These are further defined as permanent installations which normally have either a compactor and/or receiving box and are usually located at businesses like manufacturing businesses and major commercial centers such as the Northwest Arkansas Mall, etc. These businesses will either own their compacting units and receiver box, or they may choose to lease the equipment opting to pay a monthly

fee rather than an initial outlay of cash. This type of customer is usually charged a per load price and lease (if applicable) plus disposal. Then there is the temporary customer. These customers are usually contractors, who are building or remodeling structures, home owners who are doing a one time clean up or cleaning out and disposing of large items, brush etc.

- All waste hauled from Fayetteville must be properly disposed in a State of Arkansas, Oklahoma, or Missouri regulated landfill complying with all EPA and State regulations. A copy of the Landfill Operators permit from the State is required to be submitted to the Director of Operations or his designee.

- Any private hauler who utilizes the City's Transfer Station will be required to pay an administrative fee plus sinking fund expenses for repair and replacement of the Transfer Station in addition to currently required fees.

- The waste hauler must have a valid and current contract from a State regulated landfill allowing them to place waste in that landfill. A valid and current copy of the contract must be presented monthly to the Director of Operations or his designee. The contract or contracts must be for monthly tonnage in excess of the anticipated tonnage expected from Fayetteville. All waste tonnage, including but not limited to that originating in the City of Fayetteville, exported out of the State of Arkansas by the waste hauler must be included in the monthly information submitted to the Director of Operations or his designee along with along with appropriate landfill dump tickets. All waste tonnage exported by any waste hauler must comply with the receiving State's regulations. (The State of Oklahoma has a 200 ton limit per day per landfill for imported waste without special State permits.)

- The waste hauler must provide on a monthly basis load tickets and weights from the State regulated landfill. The load tickets must be in proper form with no printed details obliterated, crossed out or missing.

- The waste hauler must provide monthly a detailed customer list for the preceding month together with a customer service pull detail showing date, time, and tonnage of the service call.

- The waste hauler must provide a list of all commercial vehicles, proof of appropriate vehicle registration in the State of Arkansas, and proof of insurance.

- The waste hauler must provide a list of vehicle operators collecting and hauling waste in the City of Fayetteville and provide proof that they hold a valid and appropriate commercial drivers licenses issued by the State of Arkansas. The waste hauler must also provide, maintain, and implement a plan to verify regularly that the commercial vehicle operators maintain their commercial driver's license.

- The waste hauler must provide their rate structure and criteria for any deviation from that structure.

- The City of Fayetteville will reserve the right to perform any necessary audit of the waste haulers financial and other records to assure compliance with the contract requirements. Any necessary audit will be paid for by the waste hauler audited.

- The contracted waste hauler must have no invoices to the City of Fayetteville delinquent more than 45 days.

- The contracted waste hauler must have no, or be a party to, any current zoning violations within the City of Fayetteville.

- The contracted waste hauler must have no pending violations or requests for permit review by the City of Fayetteville before the ADEQ for property or actions within the City Limits of the City of Fayetteville.

- In order to encourage waste reduction, all private haulers, must base the fees upon a per ton disposal fee. In that manner, the low volume user will pay only for the volume disposed of and the high volume user will do likewise. With 8 ton or 10 ton minimum charges, those who only dispose of 1 or 2 or even 6 or 7 tons are being over charged for the benefit of the large waste user.

- The waste hauler will pay an initial deposit equal to the anticipated monthly contract fee. Monthly payments for service calls performed are required. Failure to make the required monthly payments for service calls performed within 30 days of the end of the month will result in forfeiture of the deposit and will result in cancellation of the contract and any vehicle operator emptying or hauling waste within the City of Fayetteville will be subject to arrest.

The per haul payment will be levied against all sanctioned waste haulers including the City of Fayetteville Solid Waste Division.

This type of contract will be difficult to enforce. Financial and field customer audits will be necessary to insure that all contract holders are complying and therefore not gaining a competitive advantage. The compliance will primarily be on the honor system, similar to the payment of HMR taxes. As the Council is aware this HMR type payment verification is and will continue to be problematic.

March 19, 2003

Tom Smith + Rolloff

Kevin Gardner
Waste Management Inc.
P.O. Box 1310
Springdale, AR 72765

Dear Kevin Gardner:

During the city council meeting on March 18, 2003, some questions arose about the service your company provides to temporary and permanent accounts in Fayetteville. Representatives from WMI expressed, that they would be more than willing to work with the city on any level, and would supply any information needed in correspondence. We are requesting a comprehensive price list, service schedule, and weight schedule of all accounts, temporary and permanent, within the city limits of Fayetteville. Your cooperation is needed for us to better understand the impact on your company, with options being evaluated by Fayetteville City Council.

Sincerely,

Gary Dumas

Roll Off Service, Incorporated

2156 E. Emma Avenue, Springdale AR 72764 (479) 872-9098

RECEIVED
APR 01 2003
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

March 31, 2003

City of Fayetteville
Mr. Gary Dumas
Director of Operations
113 W. Mountain
Fayetteville, AR 72701

RE: Letter Dated March 19, 2003

Mr. Dumas:

Per your letter dated March 19, 2003, the comments made by me at the city council meeting were directed to the city council members. Since you and staff from the Solid Waste Division, including Brian Pugh, have made an attempt to smear Roll Off Service, Inc. over the past few months, I am hesitant to give you information. In good faith, I will release to you the following:

Fayetteville Rates

Description	Price
20 yard open top	200.00 Flat Rate
30 yard open top	235.00 Flat Rate
40 yard open top	265.00 Flat Rate

This includes delivery, rent, and up to 10 net tons of waste in the container. I will be happy to share at anytime additional information to any member of the Fayetteville City Council.

According to the numbers you presented to the city council your rates are 50% higher than ours. I also found it ironic that the one "anonymous" customer you claimed to have saved over $1,000.00 per month was a former city of Fayetteville customer that was switched from small container service (2 – 8 yard) to a roll off style system. I am not sure if my source is correct, I was told you were speaking of Landers.

I am happy you have made contact with me and look forward to a more positive relationship.

Thank you,

Tom Smith

PLP

Crafton, Tull & Associates, Inc.
901 N. 47th Street, Suite 200 Rogers, AR 72756
479.636.4838 Fax: 479.631.6224 www.craftull.com

Architects, Engineers & Surveyors

LETTER OF TRANSMITTAL

DATE:	JOB NO.
3/25/03	021132-00
ATTENTION:	
RE: Jackson Place Subdivision	

TO: City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

WE ARE SENDING YOU: ☒ Attached **ITEMS ARE TRANSMITTED AS:**

☒ Other (For Approval)

NO. OF COPIES:	DATE:	DESCRIPTION:
31		Preliminary Plat Plan Set (Sheets 1 thru 4)

REMARKS:

The attached plans are being submitted for the April 15th City Council meeting.

#1 New Business

R-PZD 03-1.00

Jackson Place

COPY TO: File

SIGNED: Juli Zimmerman, E.I
Engineering Intern

If enclosures are not as noted, please notify us at once.

Agenda request for April 15, 2003 meeting

Engineering services contract with Black and Veatch for the 36 inch transmission line rehab study

This is the "standard" contract developed by Greg Boettcher and Kit Williams with the scope tailored by Black and Veatch for the specific scope of the 36 inch transmission line.

These contracts were received Thursday, March 27.

If there are questions which delay the agenda item please let me know and I will revise and reschedule for the May 6 Council meeting.

Thank you,

Jim Beavers
208

STAFF REVIEW FORM

__x__ AGENDA REQUEST
__x__ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of April 15, 2003

FROM:

Jim Beavers	Engineering	CPE Services
Name	Division	Department

ACTION REQUIRED:

1. Approval of a resolution awarding an engineering services contract to Black and Veatch in the amount of $126,300.00 for a comprehensive study and rehabilitation recommendations for the existing 36 inch water transmission line from Beaver Water District into/through the City of Fayetteville.

2. Approval of a project contingency in the amount of $20,000.00.

COST TO CITY:

$ 146,300	$1,082,670	Water Impvt
Cost of this Request	Category/Project Budget 2003	Category/Project Name
5400-5600-5808.00	$0	Water mains
Account Number	Funds Used To Date 2003	Program Name
03018-20	$ 1,082,670	W/S Fund
Project Number	Remaining Balance 2003	Fund

BUDGET REVIEW: __x__ Budgeted Item ____ Budget Adjustment Attached

Budget Manager

Finance and Internal Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marsha Tarkington 3/28/03
Accounting Manager Date

GRANTING AGENCY:

Nancy Smith 3/28/03
Internal Auditor Date

City Attorney	Date	ADA Coordinator	Date
Purchasing Officer	Date	Grant Coordinator	Date

STAFF RECOMMENDATION: Approval

Division Head	Date	Cross Reference
Department Director	Date	New Item: Yes x No
Finance and Internal Services Director		Prev Ord/Res #:
		Date
Chief Administrative Officer	Date	Orig Contract Date:
Mayor	Date	Orig Contract No:

STAFF REVIEW FORM

Description 36 inch water transmission line Black and Veatch

Meeting Date April 15, 2003

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

Pur. Req

ADA Coordinator

Internal Auditor

Need a Purchase Req. ✓ Sent to Peggy

Grant Coordinator

FAYETTEVILLE

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

To: Dan Coody, Mayor
Fayetteville City Council

Thru: Tim Conklin, Director CPE T.C.
Staff Review

From: Jim Beavers, Engineering Jim Beavers

Date: March 27, 2003

Re: City Council Meeting April 15, 2003

Proposed engineering services contract with Black and Veatch for the comprehensive study and rehabilitation recommendations for the existing 36 inch water transmission line from Beaver Water District into/through the City of Fayetteville.

Please find attached the proposed engineering services contract with Black and Veatch in the amount of $126,300.00.

1. Background.

The existing 36 inch water transmission line from the Beaver Water District Treatment Plant in Lowell into the City of Fayetteville was completed in 1971 (City of Fayetteville as-built "F"). This existing transmission line traverses open pastures, forested areas, rocky hills, developed areas in Springdale and developed areas within Fayetteville. Over the past ten years there have been four failures on this line.

Funding was established through the City's CIP program in the amount of $1,082,670.00 to study, design, rehabilitate or replace areas as needed (project 00025). Because of the highly specialized experience necessary to evaluate the potential corrosion and pipeline failures it was determined to contract with a qualified firm with such specialized experience.

The request to outsource this project was approved at the September 10 and October 29, 2002 Water/Sewer Committee meetings.

2. Current status

The purpose and scope of the project includes two phases:

a. The technical analysis of the approximate 11 mile, 36 inch cast iron water transmission main connecting to the Beaver Water District Treatment Plant. The qualifications of several firms were evaluated with Black and Veatch of Kansas City being ranked the best qualified consultant for this study. A scope of work and compensation were negotiated. The initial costs for the engineering analysis, subconsultant services, contingent pipeline testing (uncovering for inspection, electrical conductivity or stray current analysis) represents a potential costs of $126,300.00. This analysis is driven by the known soil corrosivity, the threat pipeline failures pose to persons/property and the specialized nature of pipe/soil corrosion activities. The approximate 58,000 feet of 36-inch iron piping represents a replacement costs of more than $10 million; therefore, replacement with a corrosion-resistant new pipeline is the choice of last resort. Conversely, as water demands grow, this parallel 36-inch (parallel to the newer 42-inch pipeline) is a necessary not redundant facility.

b. Subsequent/future design and construction of the recommended improvements.

3. Recommendations.

a. Staff recommends the approval of the engineering services contract in the amount of $126,300.00 with Black and Veatch for the 36 inch water main study. Copy of contract enclosed. Please note that the format of the contract is the new standard contract developed by the Water/Wastewater Director and the City Attorney.

b. Staff recommends approval of a $20,000.00 project contingency.

Enclosures:

1. Proposed engineering service contract with Black and Veatch.

BLACK & VEATCH

8400 Ward Parkway
P.O. 8405
Kansas City, MO 64114 USA

Tel: (913) 458-2000

RECEIVED
MAR 27 2003

Black & Veatch Corporation

Fayetteville, Arkansas
36 Inch Water Main Study

B&V Project 90104.9575
March 24, 2003

Mr. Jim Beavers, P.E.
City Engineer
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Dear Mr. Beavers,

Enclosed are four copies of the revised contract for the study. The contract has been revised to mirror the contracts for the program manager projects. Clauses and references to the program manager have been deleted.

Please return at least one executed document for our files.

If you need additional data or clarification, please do not hesitate to call me at (913) 458-3429 or Greg Miller at (913) 458-3236.

Very truly yours,

BLACK & VEATCH CORPORATION

Earl E. Jenkins, P.E.
Project Manager

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
BLACK & VEATCH CORPORATION

THIS AGREEMENT is made as of _____, 2003, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and BLACK & VEATCH CORPORATION with offices located in Kansas City, Missouri (hereinafter called BLACK & VEATCH).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the planning, design, permitting, construction, operation, maintenance, management, and financing of the Fayetteville Existing 36 inch Water Transmission Line – Rehabilitation Study (The "Project"). Therefore, CITY OF FAYETTEVILLE and BLACK & VEATCH in consideration of their mutual covenants agree as follows:

BLACK & VEATCH shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of BLACK & VEATCH's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field. If Construction Phase Services are to be provided by BLACK & VEATCH under this Agreement, the construction shall be executed under the observation of a professional engineer registered in the State of Arkansas in accordance with Arkansas Code Amended §22-9-101.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of BLACK & VEATCH.

1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of BLACK & VEATCH.

1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the

Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF BLACK & VEATCH

2.1 General

2.1.1 Perform professional design services in connection with the Project as hereinafter stated, which shall include normal civil, structural, mechanical, and electrical engineering services and normal architectural design services incidental thereto.

2.1.1.1 The Scope of Services to be furnished by BLACK & VEATCH during the Project is included in Appendix A attached hereto and made part of this Agreement.

SECTION 3 - ADDITIONAL SERVICES OF BLACK & VEATCH

3.1 General

If authorized in writing by the CITY OF FAYETTEVILLE Mayor and the City Council and agreed to in writing by BLACK & VEATCH, BLACK & VEATCH shall furnish or obtain from others Additional Services of the following types that are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Grant and Loan Assistance

Prepare applications and supporting documents for governmental grants, loans, or advances.

3.1.2 Financial Consultation

Consult with CITY OF FAYETTEVILLE's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1.3 Administrative Assistance

Provide Contract and Project administration to the degree authorized by CITY OF FAYETTEVILLE.

3.1.4 Furnishing renderings or models of the Project for CITY OF FAYETTEVILLE's use.

3.1.5 Supplemental Inspections and Testing.

1. Prepare a plan for a supplemental inspection and testing program for CITY OF FAYETTEVILLE's approval. Possibilities include:

   Field site survey
   Surge Analysis
   Field dig-ups
   Soil sampling
   Pipe Coupons for material testing
   Pipeline pressure test

2. Conduct supplemental inspections and testing program.
3. Review results of supplemental inspections and testing with CITY OF FAYETTEVILLE.
4. Prepare letter report summarizing the results of the supplemental inspections and testing program.
5. Update report and provide ten copies.

3.1.6 Planning, Design, and construction related services associated with any rehabilitation work approval by the City of Fayetteville.

3.1.7 Miscellaneous Studies

Investigations involving detailed consideration of operations, maintenance, and overhead expenses, and the preparation of rate schedules, earnings, and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by CITY OF FAYETTEVILLE.

3.1.8 Preparing to serve or serving as a witness for CITY OF FAYETTEVILLE in any litigation or other proceeding involving the Project.

3.1.9 Extra Services

3.1.9.1 Services not specifically defined heretofore that may be authorized by CITY OF FAYETTEVILLE.

3.2 Contingent Additional Services

3.2.1 If services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond BLACK & VEATCH's control, BLACK & VEATCH shall notify CITY OF FAYETTEVILLE and request a formal contract amendment approved by the Mayor and the City Council prior to commencing such services. If CITY OF FAYETTEVILLE deems that such services described in 3.2 are not required, CITY OF FAYETTEVILLE shall give prompt written notice to BLACK & VEATCH. If CITY OF FAYETTEVILLE indicates in writing that all or parts of such Contingent Additional Services are not required, BLACK & VEATCH shall have no obligation to provide those services.

3.2.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:

3.2.2.1 Required because of inconsistent approvals or instructions previously given by CITY OF FAYETTEVILLE, including revisions made necessary by adjustments in CITY OF FAYETTEVILLE's program or Project Budget.

3.2.2.2 Required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

SECTION 4 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of BLACK & VEATCH:

4.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

4.2 Assist BLACK & VEATCH by placing at BLACK & VEATCH's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

4.3 Guarantee access to and make all provisions for BLACK & VEATCH to enter upon public and private property as required for BLACK & VEATCH to perform his services under this Agreement.

4.4 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by BLACK & VEATCH and render in writing decisions pertaining thereto.

4.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.

4.6 Designate in writing a person to act as CITY OF FAYETTEVILLE's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

4.7 Give prompt written notice to BLACK & VEATCH whenever CITY OF FAYETTEVILLE observes or otherwise becomes aware of any defect in the Project.

4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Pay directly to the governmental authorities the actual filing and permit fees.

4.9 Pay for placement of legal notices and advertisements in newspapers or other publications required by program requirements.

4.10 Furnish, or direct BLACK & VEATCH to provide, necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.

4.11 If CITY OF FAYETTEVILLE's standard bidding requirements, Agreement forms and General Conditions are to be used, CITY OF FAYETTEVILLE shall provide copies of such documents for BLACK & VEATCH's use in coordinating the Contract Drawings and Specifications.

4.12 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to BLACK & VEATCH in a timely manner.

SECTION 5 - PERIOD OF SERVICE

5.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

5.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. BLACK & VEATCH will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

SECTION 6 - PAYMENTS TO BLACK & VEATCH

6.1 Compensation

6.1.1 Existing 36 inch Water Line Rehabilitation Study

For the Scope of Services during the Final Design Phase described herein, CITY OF FAYETTEVILLE shall pay BLACK & VEATCH the lump sum amount of One Hundred Twenty Six Thousand Three Hundred Dollars (US $126,300).

6.1.1.1 Evaluation and Report. A lump sum amount of Seventy-Six Thousand Five Hundred Thirty Dollars (US $76,530).

6.1.1.2 Reimbursable expenses for travel, substance lodging, motor vehicle rental and fuel by DESIGN PROFESSIONAL shall be billed at cost and shall not exceed Two Thousand Fifty Dollars (US $2,050).

6.1.1.3 Subconsultant costs shall be billed at invoice amount times 1.05 and shall not exceed Forty-Seven Thousand, Seven Hundred Dollars (US 47,720).

6.1.1.4 Additional services shall be billed based on a negotiated lump sum amount or billing rates and a predetermined scope of services.

6.1.1.5 Subject to the City Council approval, adjustment of the lump sum amount may be made should BLACK & VEATCH establish and CITY OF FAYETTEVILLE agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if CITY OF FAYETTEVILLE decides to shorten the duration of

work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment. Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

6.1.1.6 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for Design services consistent with BLACK & VEATCH's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by BLACK & VEATCH and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project design schedule as the basis for determining the value earned as the work is accomplished. Final payment for Design services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the Design phase for the Project.

6.1.2 Additional Services

For authorized Additional engineering services under Section 3, "Additional Services", compensation to BLACK & VEATCH shall be negotiated at the time Additional services are authorized.

6.2 Statements

Statements and updated progress schedule for each calendar month will be submitted in electronic format simultaneously to CITY OF FAYETTEVILLE and Program Manager, followed by signed original document to CITY OF FAYETTEVILLE. Statements will be based on BLACK & VEATCH's estimated percent of services completed at the end of the preceding month, and justified by the updated progress schedule. Program Manager shall review the statement and forward them to CITY OF FAYETTEVILLE with his recommendations.

6.3 Payments

All statements are payable upon receipt and due within thirty (30) days. If a portion of BLACK & VEATCH's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise BLACK &

VEATCH in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

6.4 Final Payment

Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, BLACK & VEATCH shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by BLACK & VEATCH to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against BLACK & VEATCH or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 During the course of performance of these services, BLACK & VEATCH will maintain (in United States Dollars) the following minimum insurance coverages:

Type of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	$500,000 Each Accident
Commercial General Liability	
Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Automobile Liability:	
Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Professional Liability Insurance	$1,000,000 Each Claim

BLACK & VEATCH will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

7.1.2 Construction Contractors shall be required to provide (or CITY OF FAYETTEVILLE may provide) Owner's Protective Liability Insurance naming CITY OF FAYETTEVILLE as a Named Insured and BLACK & VEATCH as additional insureds, or, to endorse CITY OF FAYETTEVILLE and BLACK & VEATCH as additional insureds on construction Contractor's liability insurance policies covering claims for personal injuries and property damage. Construction Contractors shall be required to provide certificates evidencing such insurance to CITY OF FAYETTEVILLE and BLACK & VEATCH.

7.1.3 CITY OF FAYETTEVILLE and BLACK & VEATCH waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of BLACK & VEATCH's services. If the services result in a Construction Phase, a provision similar to this shall be incorporated into all Construction Contracts entered into by CITY OF FAYETTEVILLE, and all construction Contractors shall be required to provide waivers of subrogation in favor of CITY OF FAYETTEVILLE and BLACK & VEATCH for damage or liability covered by any construction Contractor's policy of insurance.

7.2 Professional Responsibility

7.2.1 BLACK & VEATCH will exercise reasonable skill, care, and diligence in the performance of BLACK & VEATCH's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. BLACK & VEATCH agrees not to seek or accept any compensation or reimbursements from the City of Fayetteville for engineering work it performs to correct any errors, omissions or other deficiencies caused by BLACK & VEATCH 's failure to meet customarily accepted professional engineering practices. CITY OF FAYETTEVILLE retains all other remedies to recover for its damages caused by any negligence of BLACK & VEATCH.

7.2.2 In addition BLACK & VEATCH will be responsible to CITY OF FAYETTEVILLE for damages caused by its negligent conduct during its activities at the Project Site to the extent covered by BLACK & VEATCH's Commercial General Liability and Automobile Liability Insurance policies as specified in Paragraph 7.1.1.

7.3 Cost Opinions and Projections

Cost opinions and projections prepared by BLACK & VEATCH relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on BLACK & VEATCH's experience, qualifications, and judgment as a design professional. Since BLACK & VEATCH has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, BLACK & VEATCH does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by BLACK & VEATCH.

7.4 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of BLACK & VEATCH's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the President or any Vice President of BLACK & VEATCH.

7.5 Termination

7.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

7.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

7.5.1.2 An opportunity for consultation with the terminating party prior to termination.

7.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that BLACK & VEATCH is given:

7.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

7.5.2.2 An opportunity for consultation with the terminating party prior to termination.

7.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

7.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

7.5.3.2 Any payment due to BLACK & VEATCH at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of BLACK & VEATCH's default.

7.5.4 If termination for default is effected by BLACK & VEATCH, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to BLACK & VEATCH for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by BLACK & VEATCH relating to commitments which had become firm prior to the termination.

7.5.5 Upon receipt of a termination action under Paragraphs 7.5.1 or 7.5.2 above, BLACK & VEATCH shall:

7.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

7.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by BLACK & VEATCH in performing this Agreement, whether completed or in process.

7.5.6 Upon termination under Paragraphs 7.5.1 or 7.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

7.5.7 If, after termination for failure of BLACK & VEATCH to fulfill contractual obligations, it is determined that BLACK & VEATCH had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 7.5.4 of this clause.

7.6 Delays

In the event the services of BLACK & VEATCH are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond BLACK & VEATCH's reasonable control, BLACK & VEATCH shall be entitled to additional compensation and time for reasonable costs incurred by BLACK & VEATCH in temporarily closing down or delaying the Project.

7.7 Rights and Benefits

BLACK & VEATCH's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

7.8 Dispute Resolution

7.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and BLACK & VEATCH which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or BLACK & VEATCH in the performance of this Agreement, and disputes concerning payment.

7.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 7.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.8.3 and 7.8.4 have been complied with.

7.8.3 Notice of Dispute

7.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give BLACK & VEATCH written Notice at the address listed in Paragraph 7.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

7.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and BLACK & VEATCH shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of BLACK & VEATCH and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

7.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to BLACK & VEATCH for services rendered by BLACK & VEATCH.

7.10 Publications

Recognizing the importance of professional development on the part of BLACK & VEATCH's employees and the importance of BLACK & VEATCH's public relations, BLACK & VEATCH may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to BLACK & VEATCH's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to BLACK & VEATCH. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of BLACK & VEATCH's activities pertaining to any such publication shall be for BLACK & VEATCH's account.

7.11 Indemnification

7.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE, and BLACK & VEATCH from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

7.12 Computer Models

BLACK & VEATCH may use or modify BLACK & VEATCH's proprietary computer models in service of CITY OF FAYETTEVILLE under this Agreement, or BLACK & VEATCH may develop computer models during BLACK & VEATCH's service to CITY OF FAYETTEVILLE under this Agreement. Such use, modification, or development by BLACK & VEATCH does not constitute a license to CITY OF FAYETTEVILLE to use or modify BLACK & VEATCH's computer models. Said proprietary computer models shall remain the sole property of the BLACK & VEATCH. CITY OF FAYETTEVILLE and BLACK & VEATCH will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use BLACK & VEATCH's computer models.

7.13 Ownership of Documents

All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of CITY OF FAYETTEVILLE. BLACK & VEATCH may retain reproduced copies of drawings and copies of other documents.

Engineering documents, drawings, and specifications prepared by BLACK & VEATCH as part of the Services shall become the property of CITY OF FAYETTEVILLE when BLACK & VEATCH has been compensated for all Services rendered, provided, however, that BLACK & VEATCH shall have the unrestricted right to their use. BLACK & VEATCH shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of BLACK & VEATCH.

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. BLACK & VEATCH makes no warranty as to the compatibility of

these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

7.14 Notices

Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:

113 West Fayetteville
Fayetteville, Arkansas 72701
Attn: Mr. Greg Boettcher, P.E., Director of Water and Wastewater

BLACK & VEATCH's address:

8400 Ward Parkway
Kansas City, Missouri 64114
Attn: Mr. Steven D. Phillips, Vice President

7.15 Successor and Assigns

CITY OF FAYETTEVILLE and BLACK & VEATCH each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor BLACK & VEATCH shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

7.16 Controlling Law

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

7.17 Entire Agreement

This Agreement represents the entire Agreement between BLACK & VEATCH and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do

not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to BLACK & VEATCH a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by BLACK & VEATCH, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 8 - SPECIAL CONDITIONS

8.1 Additional Responsibilities of BLACK & VEATCH:

8.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve BLACK & VEATCH of responsibility for the technical adequacy of the work. The CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

8.1.2 BLACK & VEATCH shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by BLACK & VEATCH's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

8.1.3 BLACK & VEATCH's obligations under this clause are in addition to BLACK & VEATCH's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against BLACK & VEATCH for faulty materials, equipment, or work.

8.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and BLACK & VEATCH arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

8.3 Audit: Access to Records

8.3.1 BLACK & VEATCH shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. BLACK & VEATCH shall also maintain the financial information and data used by BLACK & VEATCH in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. BLACK & VEATCH will provide proper facilities for such access and inspection.

8.3.2 Records under Paragraph 8.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

8.3.3 This right of access clause (with respect to financial records) applies to:

8.3.3.1 Negotiated prime agreements:

8.3.3.2 Negotiated change orders or agreement amendments in excess of $10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

8.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

8.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of BLACK & VEATCH;

8.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

8.3.3.3.3 If the subagreement is terminated for default or for convenience.

8.4 Covenant Against Contingent Fees

BLACK & VEATCH warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by BLACK & VEATCH for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.5 Gratuities

8.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that BLACK & VEATCH or any of BLACK & VEATCH's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, the State or EPA in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to BLACK & VEATCH terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

8.5.2 In the event this Agreement is terminated as provided in Paragraph 8.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against BLACK & VEATCH as it could pursue in the event of a breach of the Agreement by BLACK & VEATCH. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs BLACK & VEATCH incurs in providing any such gratuities to any such officer or employee.

8.6 Arkansas Freedom of Information Act

City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, BLACK & VEATCH will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.7 Debarment And Suspension

I certify that to the best of my knowledge and belief that the company that I represent and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both. I further certify that I will obtain a similar certification for each subcontract awarded in excess of $25,000.

DEBARMENT CERTIFICATION
AUTHORIZED REPRESENTATIVE

COMPANY NAME: BLACK & VEATCH CORPORATION

SIGNATURE: Steven D. Phillips DATE: 24-March-03

PRINTED NAME: Steven D. Phillips TITLE: Vice President

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and BLACK & VEATCH, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

BLACK & VEATCH CORPORATION

By: _____
Steven D. Phillips

Title: Vice President

Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES

APPENDIX A – SCOPE OF SERVICES FOR 36 INCH WATER TRANSMISSION LINE – REHABILITATION STUDY

This is **Appendix A**, consisting of 4 pages, referred to in and part of the **Agreement for Professional Engineering Services** between CITY OF FAYETTEVILLE, ARKANSAS and BLACK & VEATCH CORPORATION dated _____, 2003.

Initial:
CITY OF FAYETTEVILLE
BLACK & VEATCH CORPORATION

The following contains additional Scope of Services tasks for the Rehabilitation Study and supplements those services listed in Section 2 of the Agreement. Contained in this appendix is scope of services.

PART A – DESCRIPTION OF PROJECT

The City of Fayetteville is requesting professional services for a comprehensive review and recommendations for upgrades to the existing 1971 water transmission line from the Beaver Water District plant into the City of Fayetteville. The general basis for these services was presented in the Request For Proposal No. 02-09.

PART B – EVALUATION AND REPORT

1. Meet with City of Fayetteville staff to make sure all parties understand the task, outcome of the evaluation and report, and schedule.

2. Collect existing data and operational records including soil reports, DIPRA reports, geotechnical information, construction drawings, construction records, pipe-laying schedule, pipe material specifications, City of Fayetteville reports of breaks, capacity/pressure studies, current and planned development along route, easements and rights-of-way, property ownership maps along the pipeline route, and any other available information.

3. View and photograph any artifacts that remain from previous breaks.

4. Tour the pipeline route to identify and photograph field conditions that might affect performance of the pipeline or risk of damage in the event of a failure.

5. Meet with representatives of Beaver Water District to discuss operating conditions and surge control.

6. Obtain new aerial photographs along pipeline route. The aerial photographs will be used as the base maps for identifying the location of breaks, soil and geotechnical conditions along the route, areas that might be influenced by pipeline breaks, and other related topographical features. The aerial maps will be flow at an altitude that would make them suitable for use as the base maps for construction drawings.

7. If warranted, evaluate the existing pipe at selected locations. All test pits are to be excavated by the City of Fayetteville. Perform non-destructive testing of the pipe in the excavated areas.

8. If warranted, evaluate electrical continuity of the water line(s).

9. If warranted, evaluate electrical stray current activity and interference at major utilities.

10. Organize and evaluate data and other information collected.

11. Identify, develop, and evaluate alternatives.

    a. Identify and discuss with City of Fayetteville alternatives for consideration including alternatives that may involve issues associated with the operation of the pipeline during various flow conditions and moving the public away from the hazard in lieu of relocating the pipeline.

    b. In the course of the evaluation, the flow rates, static pressures, dynamic pressure, and related operational parameters will be used to evaluate the existing pipeline and the proposed improvements.

    c. Evaluate feasible alternatives on the basis of functional and financial aspects including; first cost, maintenance cost, ease of repair, service life, and present worth.

    d. Probabilities of pipeline failures based upon the soil conditions, age of pipe, type of pipe and pipe condition, using such assessment to assign a priority for the recommended work will be examined and discussed.

    e. A detailed description of each alternative will be provided including means by which the work could be accomplished while maintaining service and a level of reliability. For alternatives using rehabilitation processes, the general process, material, and installation information on the lining/repair systems will be provided.

f. Develop short-term and long-term strategies to address the risks and improvements associated with the continued use of this pipeline.

   i. The long-term strategy would address issues of pipe integrity, pipe lining/replacement, priority segments for lining/replacement, and other elements associated with a five-year or greater capital improvements program. The strategy will include consideration of the hydraulics of the two pipelines that deliver water to the City of Fayetteville and an assessment of the McGoodwin, Williams and Yates capacity study and related factors.

   ii. The short-term strategies will assess the pipeline risk to life, property, water supply reliability, and identify segments that should be prioritized for immediate improvement. These strategies would include replacement, relining, additional interconnections between the two pipelines, automatic shutdown in the event of breaks or combinations of these.

   iii. Long and short-term strategies will be evaluated and ranked on the basis of costs, time to implement, effectiveness, reliability, level of hazard/risk and risk potential.

g. Prepare an opinion of probable project costs for the recommended improvements, including administrative, engineering, construction and rights-of-way. The construction cost will be representative for work of this time and conditions and suitable for planning purposes.

h. As an appendix to the report, recommendations will be provided as to the type and class of materials to be employed for future replacement. This recommendation will include an evaluation of the types of pipe, the advantages of each material, the costs for the different materials, the difficulties in connection/repair and a recommendation as to future application. Also, technical specifications, for the pipe and the installation will be developed for the City of Fayetteville's review.

12. Prepare and submit to City of Fayetteville ten (10) of an interim report. The report will discuss, but not be limited to:

   a. Doing nothing.

   b. Corrosion control/protection of the existing line, or segments thereof.

   c. Partial or total replacement(s).

   d. Potential lining of the existing line.

e. Applicability of additional valves, flow sensors, pressure sensors automated valves with SCADA and/or other automation.

f. Projected useful life and without specific improvements.

g. Risks associated with existing line, and/or rehabilitated line, in developed areas.

h. Application at differing and specific water main segments and locations based upon findings and development.

i. Estimated costs in accordance with requirements above.

13. Meet with City of Fayetteville to review the interim report and recommendations with applicable City of Fayetteville staff and City of Fayetteville committees.

14. Finalize Phase 1 report and provide ten (10) copies. Final report will include recommendations and prioritize for short-range and long-range construction plans, a master construction plan with priorities and cost estimates, recommendations and alternatives for financing necessary capital improvements including schedules, and cash flow requirements.

BLACK & VEATCH CORPORATION
City of Fayetteville
36 Inch Water Transmission Line Rehabilitation
Sept 13, 2002 Update for salaries 3/2003
Engineering Estimate

File Website

CITY OF FAYETTEVILLE
36 INCH WATER TRANSMISSION LINE REHABILITATION STUDY

	BLACK & VEATCH													SUBCONSULTANTS								
Department	110	110	104	104	104	A	A	104	104	104	103	103		104	104	104	104	104	103	103	104	
Work Code	A	A	A	A	A			A	A	L	B	B		A	A	A	A	A	A	A	A	
Job Title	Principle	Proj. Man	Advisor	Proj. Engr	Staff Engr	Sr Staff Sp	Staff Spec	Tech	Cost Con	Clerical	Cost	Editor	STAFF DAYS	Cost	Acctgt			Des			Cons	SUB'S
Job Family	(0013)	(0003)	(0003)	(0003)	(0004)	(0003)	(0003)	(0439)	(0439)	(0224)	(0439)	(0439)	TOTAL	Pub.	Pub.	Pub.	Pub.	Pub.	Pub.	Pub.	Pub.	EXPENSE
TASKS														MCE	MJH			BH				
Phase 1 - Evaluation and Report																						
1.00 Meet with City		8.0		8.0									16.0									$0
2.00 Collect existing data				16.0									16.0	$7,000				$1,000				$11,000
3.00 View and Photo				2.0									2.0		$5,000							$5,000
4.00 Conduct field survey				24.0									24.0									$0
5.00 Meet with Beaver Water District				4.0									4.0									$0
6.00 Obtain Aerial Photos				2.0									2.0									$0
													0.0									
													0.0									
													0.0									
10.00 Organize and evaluate data				40.0									40.0									
11.00 Identify, develop and evaluate alternatives		16.0	40.0	80.0	40.0						4.0	40.0	220.0									
a. Identify alternative													0.0									$0
b. Pipeline hydraulics													0.0									$0
c. Facilities & Proposal													0.0									$0
d. Failure probabilities													0.0									$0
e. Alternative descriptions													0.0									$0
f. Shortlist													0.0									$0
g. Costs													0.0									$0
h. Appendix													0.0									$0
													0.0									$0
12.00 Prepare Interim Report		8.0		40.0	16.0			40.0	8.0	16.0			128.0	$3,000	$3,000			$1,000				$8,000
13.00 Meet with City		8.0		8.0									16.0									$0
14.00 Finalize Report		4.0		16.0	8.0			8.0	2.0	4.0			42.0									$0
													0.0									$0
													0.0									$0
													0.0									$0
Project Administration	2.0	16.0								12.0			30.0									$0
Additional Meetings (2 days)		16.0		16.0									32.0									
													0.0									$0
SUB TOTAL STAFFHOURS	2.0	76.0	40.0	256.0	64.0	0.0	0.0	48.0	0.0	32.0	4.0	40.0	570.0	$9,000	$8,000	$0	$0	$9,000	$0	$0	$0	$22,000
Contingency for undefined services													$78.0									
7.00 If Warranted, Leaksite Inv																					$5,000	$5,000
8.00 If Warranted, Wire conductivity																					$5,000	$5,000
9.00 If warranted stray current																					$5,000	$5,000
Other undefined services																					$10,000	$10,000
SUB TOTAL STAFFHOURS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	$0	$0	$0	$0	$0	$0	$0	$25,000	$25,000
Phase 2- Supplemental Inspections and Testing																						$0
																						$0
													0.0									$0
SUB TOTAL STAFFHOURS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Phase 3 - Update Phase 1 Report																						$0
													0.0									$0
													0.0									$0
SUB TOTAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL STAFF HOURS	2.0	76.0	40.0	256.0	64.0	0.0	0.0	48.0	0.0	32.0	4.0	40.0	570.0									
SALARY PER HOUR	$60.00	$53.00	$60.00	$46.00	$30.00	$41.00	$31.00	$28.00	$53.00	$19.00	$45.00	$44.00										
DIRECT SALARY =(HOURS SALARY)	$120	$3,952	$2,400	$11,820	$1,920	$0	$0	$1,344	$318	$608	$180	$1,760	$24,228									
ANY EXPENSES SUMMARY (if required)														TAXPAYER'S NOT INCLUDED IN BH'S & BH SUMMARY								
Expenses @ $ 35.75 per (Meal) hour	$10	$665	$420	$2,240	$560	$0	$0	$420	$70	$280	$56	$350	$5,054									$0
Lodging @ $75 per day		$150		$825									$975					$150				$150
Car Rental Transportation @ $75 per trip		$150		$825									$975					$75				$75
Meals @ $35 per day		$140		$840									$700					$70				$70
Airfare													$0					$425				$425
													$0									$0
													$0									$0
													$0									$0
													$0									$0
Subconsultants														$8,000	$8,000	$0	$0	$5,000	$0	$0	$25,000	$47,000
TOTAL EXPENSES	$10	$1,105	$420	$5,000	$560			$420	$70	$280	$56	$350	$7,105	$8,000	$8,000	$0	$0	$5,720	$0	$0	$25,000	$47,720

FEE = DIRECT SALARY X 3.95 + SUBCONSULTANT + CONTINGENCY $128,300

Evaluation and Report	78530
Reimbursable expenses	2050
Subconsultant plus contingency	47720
Total	128300

Black & Veatch
A. 2. Page 34

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.:	**Date:** 3-28-03
P.O. Number:	**Expected Delivery Date** ASAP

Vendor #: 21690	**Vendor Name:** BLACK AND VEATCH		**Mail:** Yes ___ No X
Address: 1500 Meadow Lake Parkway - PO Box 8405		**FOB Point:**	**Taxable:** Yes ___ No
City: Kansas City	**State:** MO	**Zip:** 64114	**Ship To Code:** 090
Requester: Jim Beavers		***Requester's Employee#:** 327	**Division Head Approval:** Jim Beavers
			Extension: 208

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
1	Engineering Services Contract to study the existing 36" Water Transmission Line				$126,300	5400-5600-5808.00	00025-20(old) 03018-20(new)		
	SHIPPING/HANDLING								

RECEIVED
MAR 2 8 2003
PURCHASING

Special Instructions: Please return PO to Engineering

Subtotal: $126,300.00

Tax:

TOTAL: $126.300.00

Approvals: (for purchasing office use only)

Mayor:

Department Director:

Purchasing Manager:

Admin. Services Director:

Budget Coordinator:

Data Processing Mgr:

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT WITH BLACK AND VEATCH, INC. IN THE AMOUNT OF $126,300.00 PLUS A $20,000.00 CONTINGENCY FOR ENGINEERING SERVICES RELATED TO A COMPREHENSIVE STUDY AND REHABILITATIVE RECOMMENDATIONS FOR THE EXISTING 36" WATER TRANSMISSION LINE FROM THE BEAVER WATER DISTRICT INTO THE CITY OF FAYETTEVILLE

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 the contract attached as Exhibit "A" with Black and Veatch, Inc. in the amount of $126,300.00 plus a $20,000.00 contingency for a comprehensive engineering study and rehabilitative recommendations for the existing 36" water transmission line from Beaver Water District into the City of Fayetteville.

PASSED and **APPROVED** this the 15th day of April, 2003.

APPROVED:

By: DRAFT
_____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

STAFF REVIEW FORM

Black & Veatch
A. 3. Page 1

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council Meeting of: April 15, 2003

FROM:

Stephen Davis	Finance & Internal Services Dir.	Finance & Internal Services
Name	Division	Department

ACTION REQUIRED: A resolution approving Contract Amendment Number 3 with Black & Veatch for continuing services associated with the 2002/2003 Water & Sewer Rate Study. Approval of a contingency in the amount of $5,000 is also requested.

COST TO CITY:

$42,000.00	$ 63,043.00	Water & Sewer Rate Study
Cost of this request		Program Category / Project Name
5400-1810-5314-00	$ 13,043.00	
Account Number	Funds Used to Date	Program / Project Category Name
02064	$ 50,000.00	Water & Sewer
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

Budget Manager — 3-31-03 Date

CONTRACT/GRANT/LEASE REVIEW:

Marsha Fawkner — 3/31/03 Date
Accounting Manager

Internal Auditor — Date

D. J. Whitaker — 3/31/03 Date
City Attorney

Plice — 3/31/03 Date
Purchasing Manager

STAFF RECOMMENDATION: Staff recommends approval of this contract amendment.

Division Head — Date

Department Director — Date

Finance & Internal Services Dir. — 3-28-03 Date

Chief Administrative Officer — 3-31-03 Date

Mayor — 4/1/03 Date

Cross Reference

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

Previous Ord/Res#: _____

Orig. Contract Date _____

Orig. Contract Number _____

K:\Steve Davis\Water & Sewer\Water & Sewer Rate Study_amendment 3 Staff_Review

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Internal Auditor

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THROUGH: Dan Coody, Mayor
Hugh Earnest, Chief Administrative Officer

FROM: Stephen Davis, Finance & Internal Services Director

DATE: March 27, 2003

SUBJECT: Black & Veatch Contract Amendment Number Three

Background

Black & Veatch has been actively involved in conducting an operations review of the City's water & sewer utility in compliance with the appropriate bond document provisions. The operations report, as required by the bond indenture agreements, was completed and distributed during the 4th quarter 2002. The City Council Water & Sewer Committee was presented the results of the operations study. The Committee provided guidance to Black & Veatch for the development of the water & sewer rates. The rate design incorporates the projected increased cost of operations that will be a result of the Wastewater System Improvements Project (WSIP). This overall rate increase of 29% is consistent with the amount reported to the voters in the November 2001 sales tax election. The suggested water rate design incorporates the Beaver Water District 15% wholesale water rate increase, being factored into a 10% retail rate increase for our customers.

Current Status

Black & Veatch has completed the draft rate study and Staff has submitted the draft report to the Arkansas Soil & Water Conservation Commission (ASWCC) for review and comment. The ASWCC reviews the draft rate study to verify compliance with the federal guidelines attached to the $100 million of revolving loan proceeds that will partially fund the City's Wastewater System Improvement Project.

After Staff receives the ASWCC's approval the final report will be presented to the City Council Water & Sewer Committee for review and comment and then on to the City Council for adoption and approval of rate amendments. It should be noted that the City's water & sewer rates were last adjusted in 1997 and the proposals contained in the draft report are designed to provide predicted revenue needs for current operations and capital for the next five years.

The City provides water and sewer services to a number of outside city customers under either a wholesale services contract or as individual retail customers. Some of these agreements call for the City to present any rate adjustment proposal to these affected customers in a timely manner. The City

may expect that participation in meetings with the ASWCC will be needed to review the Commissions comments prior to their acceptance of the rate report.

Due to anticipated numerous meetings, with outside City customers and ASWCC, Staff is proposing a contract amendment with Black & Veatch for Black & Veatch to provide support for the rate methodology and to explain the impact. It is predicted that up to eight meetings will be needed to properly present the rate study and resolve concerns pertaining to the methodology.

Recommendation

Staff recommends that City Council approve a contract amendment with Black & Veatch for $37,000 and approve a contingency of $5,000 to provide contract authorization and funds for any additional meetings (above eight) or other costs that may be necessary to complete this portion of the work.

K:\STEVE DAVIS\WATER & SEWER\BLACK & VEATCH ADDENDDUM NUMBER 3 RATE STUDY AGENDA MEMO.DOC

ADDENDUM NO. 3
To
CONTINUING SERVICES AGREEMENT
Between
City of Fayetteville and Black & Veatch Corporation

In accordance with the Agreement effective March 14, 2001 between City of Fayetteville, Arkansas (Client) and Black & Veatch Corporation (Consultant), Consultant agreed to perform consulting services as requested by Client. Client has requested Consultant to provide the following additional services in conjunction with preparation of the Report on Operations of the Water & Sewer System and the Report on Revenue Requirements, Cost of Service, and Rates for Water & Sewer Service conducted under Addendum No. 2 to the Continuing Services Agreement:

(1) Expansion of the benchmarking study.
(2) Revision of the cost of service study to recognize increases in costs of purchased water.
(3) Attendance of 4 meetings with customers outside the City; 2 meetings with City Council, City Chamber, and Water and Sewer Committee; and 2 meetings with Arkansas Soil and Water Conservation Commission.

To cover the cost of these additional services, Black & Veatch is requesting additional authorization in the amount of $37,000. If the services can be completed for less than this amount, the City will be invoiced only for costs actually incurred. Additional meetings or analyses requested as a result of the meetings set out in Item 3 above are not included in the $37,000 fee, but will be performed upon authorization by the City with associated costs invoiced at our standard hourly billing rates.

City of Fayetteville, Arkansas (CLIENT)	Black & Veatch Corporation (CONSULTANT)
By: _____	By: J. Lane McKinley
Date: _____	Date: 3/27/03

ADDENDUM NO. 3
To
CONTINUING SERVICES AGREEMENT
Between
City of Fayetteville and Black & Veatch Corporation

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City of Fayetteville, Arkansas (CLIENT)	Black & Veatch Corporation (CONSULTANT)
By: _____	By: Shawe McKinley
Date: _____	Date: 3/27/03

D

STAFF REVIEW FORM

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council Meeting of: April 15, 2003

FROM:

Hugh Earnest	Administration	
Name	Division	Department

ACTION REQUIRED: Approval of 1.5 FTE for the Community Development Block Grant

COST TO CITY:

$0.00	$ -	
Cost of this request		Program Category / Project Name
	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: ____ Budgeted Item N/A Budget Adjustment Attached
Federal Grant

Budget Manager — 3-28-03 Date

CONTRACT/GRANT/LEASE REVIEW:

N/A		N/A	
Accounting Manager	Date	Internal Auditor	Date
David F. Whitlock	3/28/03	N/A	
City Attorney	Date	Purchasing Manager	Date

STAFF RECOMMENDATION:

3-28-03
Division Head — Date

3-28-03
Department Director — Date

3-28-03
Finance & Internal Services Dir. — Date

Hugh Earnest 3-28-03
Chief Administrative Officer — Date

3/28/03
Mayor — Date

Cross Reference

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

Previous Ord/Res#: _____

Orig. Contract Date _____

Orig. Contract Number _____

Staff Review Form - Page 2

Description _____ Meeting Date _____

Comments: Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DATE: March 27, 2003

TO: The Mayor and City Council

FROM: Yolanda Fields, CRCC Director
Tim Conklin, Director of Community Planning & Engineering Svs.
Hugh Earnest Chief Administrative Officer

RE: Approval of 1.5 FTE for the Community Development Block Grant

Background
In April of last year the Community Resources and Code Compliance Division was created. This division includes the Community Development Block Grant (CDBG) programs and the Code Compliance program. The CDBG programs are funded by the U.S. Department of Housing and Urban Development (HUD). These programs include grant administration, housing programs, public services and public facilities. The funding for Code Compliance comes from the City General Fund. The rationale behind the creation of this division was to increase our emphasis on code enforcement in the City. We have been, over the past year, successful in improving the quality of this program and we anticipate continued improvement for the foreseeable future.

Current Status
The CDBG staff is working on applications for additional HUD funding to assist with the rehabilitation projects. Other areas of emphasis include the following:

- Working with the Northwest Arkansas Housing Coalition in seeking funding to help eliminate homelessness
- Establishing the first NWA Children's Fest to bring awareness to childhood hunger in the United States
- Working toward the development of a local housing advisory group
- Partnering with the University of Arkansas on a housing project
- Assisting the local Rebuilding Together group to provide rehabilitation services to individuals and non-profits agencies
- Improving the information flow on CDBG to the community
- Working with the Arkansas Center for Health Improvement to develop a solution for the large number of medically uninsured in the state of Arkansas

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

The addition of the work associated with Code Compliance over the past year is causing a number of problems within the six person staff. Specifically, the merger of responsibilities and additional duties in managing housing rehabilitation and code compliance and the growth in both program areas has caused us to consider a structural change in the organization.

Recommendation
The work load in this important area can be expected to increase as we become more assertive and proactive in the areas listed above. In addition, as we noted, the dual responsibilities assigned to one individual for rehabilitation and enforcement is becoming more and more difficult to properly manage.

We are, therefore, recommending that the Council approve an additional one and a half (1.5) full time equivalent (FTE) employees for this area. Such a move will enable us to improve our service delivery in housing and enforcement and will ensure that we can continue to manage the growth in the quality and quantity of services in these critical areas. Most importantly, we propose to do this by utilizing only CDBG monies.

The proposed change will be accomplished by focusing the work of a code compliance officer to work on redevelopment within the CDBG target area. This allows us to fund that position from CDBG. We will secure an individual who will be solely responsible for coordination of our Code Compliance program. This proposed change will increase our service delivery capabilities and will be done with no additional cost to the General Fund of the City.

The half time FTE requested is to cover a position that was included in the 2003 grant budget as submitted.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE CONTRACT AMENDMENT #3 WITH BLACK AND VEATCH, INC. TO INCREASE FUNDING IN THE AMOUNT OF $37,000.00, PLUS A CONTINGENCY OF $5,000.00 FOR ADDITIONAL 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 approves Contract Amendment #3 with Black and Veatch, Inc. attached as Exhibit A and authorizes the expenditure of an additional $37,000.00 plus a contingency of $5,000.00 pursuant to that Contract Amendment.

PASSED and **APPROVED** this the 15th day of April, 2003.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

#4 NB

RESOLUTION NO. _____

A RESOLUTION ORDERING THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE OWNED BY JAMES R. AND BECKIE E. TACKETT LOCATED AT 525 LYTTON AVENUE IN THE CITY OF FAYETTEVILLE, ARKANSAS.

WHEREAS, James R. and Beckie E. Tackett are the record owners of the real property situated at 525 Lytton Avenue, City of Fayetteville, Washington County, Arkansas, more particularly described as:

> A part of Lot 16, Block 3, Fairland Addition to the City of Fayetteville, Arkansas; and,
>
> Lots numbered Fourteen (14) and Fifteen (15) in Block Numbered Three (3) in Fairland Addition to the City of Fayetteville, Arkansas, as per plat of said addition on file in the Office of the Circuit Clerk and Ex-Officio Register of Deeds of Washington County, Arkansas; and,

WHEREAS, the City Council has determined that a structure located on said property is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and,

WHEREAS, James R. and Beckie E. Tackett, having been properly served with a Violation Notice via Certified Mail, and given thirty (30) days to correct said violation, have refused to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1. That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Ordinance No. 3948 of 1996, James R. and Beckie E. Tackett are hereby ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located on the aforementioned real property. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2. That if James R. and Beckie E. Tackett do not comply with this order, the Mayor is hereby directed to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property

#4 NB

shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

PASSED and **APPROVED** this 15th day of April, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

STAFF REVIEW FORM

CDBG Grant 1.5 FTE
A. 4. Page 1

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council Meeting of: April 15, 2003

FROM:

Hugh Earnest	Administration	
Name	Division	Department

ACTION REQUIRED: Approval of 1.5 FTE for the Community Development Block Grant

COST TO CITY:

$0.00	$ -	
Cost of this request		Program Category / Project Name
	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: ____ Budgeted Item N/A Budget Adjustment Attached
Federal Grant

Budget Manager — 3-28 03 Date

CONTRACT/GRANT/LEASE REVIEW:

N/A		N/A	
Accounting Manager	Date	Internal Auditor	Date
David F. Whitlock	3/28/03	N/A	
City Attorney	Date	Purchasing Manager	Date

STAFF RECOMMENDATION:

3-28-03
Division Head — Date

3-28-03
Department Director — Date

3-28-03
Finance & Internal Services Dir. — Date

Hugh Earnest 3-28-03
Chief Administrative Officer — Date

3/28/03
Mayor — Date

Cross Reference

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

Previous Ord/Res#: _____

Orig. Contract Date _____

Orig. Contract Number _____

CDBG Grant 1.5 FTE
A. 4. Page 2

Staff Review Form - Page 2

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

The addition of the work associated with Code Compliance over the past year is causing a number of problems within the six person staff. Specifically, the merger of responsibilities and additional duties in managing housing rehabilitation and code compliance and the growth in both program areas has caused us to consider a structural change in the organization.

Recommendation
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FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DATE: March 27, 2003

TO: The Mayor and City Council

FROM: Yolanda Fields, CRCC Director
Tim Conklin, Director of Community Planning & Engineering Svs.
Hugh Earnest Chief Administrative Officer

RE: Approval of 1.5 FTE for the Community Development Block Grant

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- Partnering with the University of Arkansas on a housing project
- Assisting the local Rebuilding Together group to provide rehabilitation services to individuals and non-profits agencies
- Improving the information flow on CDBG to the community
- Working with the Arkansas Center for Health Improvement to develop a solution for the large number of medically uninsured in the state of Arkansas

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

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN INCREASE OF ONE AND ONE-HALF FULL TIME EQUIVALENT POSITIONS WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT DIVISION

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 increasing the amount of full-time equivalent positions within the Community Development Block Grant Division by one and one-half full time equivalent positions.

PASSED and **APPROVED** this the 15th day of April, 2003.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

CDBG Allocation
A-5 Page 47

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT THE 2003 COMMUNITY BLOCK GRANT PARTIAL ALLOCATION IN THE AMOUNT OF $217,000.00

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 accepts the initial, partial allocation of Community Block Grants funds for 2003 in the amount of $217,000.00.

PASSED and **APPROVED** this the 15th day of April, 2003.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

STAFF REVIEW FORM

__XX__ AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of April 15, 2003.

FROM:

Yolanda Fields	Community Resources	Community Planning
Name	Division	Department

ACTION REQUIRED:
Acceptance of the 2003 Community Development Block Grant (CDBG) partial allocation of in the amount of $217,000.

COST TO CITY:

Cost of this Request	Category/Project Budget	CDBG Funding Category/Project Name
Account Number	$-0- Funds Used To Date	Community Development Program Name
Project Number	$217,000.00 Remaining Balance	Community Development Fund

BUDGET REVIEW: ___ Budgeted Item ___ Budget Adjustment Attached

Budget Manager	Administrative Services Director

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

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

STAFF RECOMMENDATION: Acceptance of the CDBG grant agreement for partial funding.

Division Head	Date	Cross Reference
Department Director	3-17-03 Date	New Item: □ Yes □ No
Finance + Enhanced Services	3-19-03 Date.	Previous Ord/Res Number: _____ Contract Date: _____
Mayor	3/20/03 Date	Original. Contract Number: _____
CAO	3-19-03	

STAFF REVIEW FORM

Description: Approval of the sub-recipient grant agreement **Meeting Date:** _____

Comments: **Reference Comments:**

Budget Manager:

Accounting Manager:

City Attorney:

Purchasing Manager:

Internal Auditor:

ADA Coordinator:

Grants Coordinator:

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: March 19, 2003

TO: The Mayor and Council

FROM: Hugh Earnest
Chief Administrative Officer

SUBJECT: Community Development Block Grant (CDBG) 2003 Funding Agreement (Partial Funding)

Background

Fayetteville has been a Community Development Block Grant (CDBG) Entitlement City since 1975. The grants are based on a formula allocation that takes into account such factors as population, percent of low/moderate income persons and the number of housing units. Each year the Community Resources Division submits an annual "Action Plan" and funding request to the U.S. Department of Housing & Urban Development (HUD) for CDBG funding. The plan is published for a 30 day public comment period and submitted to HUD for approval.

The City of Fayetteville's Consolidated Action Plan (CP) has been approved for fiscal 2003. Grant amounts vary each year dependent on funding levels authorized by congress through the annual federal budget process. This year that budget process will be delayed until late May of this year. At this time the City of Fayetteville CDBG program has been approved for a partial grant funding amount of $217,000.00. These funds will be utilized for grant administration and program costs related to the Housing Rehabilitation, Emergency Repair and Taxicab Programs. We have attached a copy of the current city Consolidated Plan (CP) that lists the programs submitted by the city for funding that have now been approved for this fiscal year. That is, of course, dependent on a later release of federal funds.

Current Status
The council is being asked to approve the grant agreement for partial funding for the 2003 grant year.

Recommendation

The staff recommends approval of this resolution.

CITY OF FAYETTEVILLE

2003
CONSOLIDATED ACTION PLAN

"Helping to Make a Better Community"

Submitted November 15, 2002

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONSOLIDATED ACTION PLAN – 2003

COMMUNITY PROFILE

The City of Fayetteville, county seat of Washington County, is located in the northwestern part of Arkansas and is regarded as the business and cultural center of the Metropolitan Statistical Area for Benton and Washington Counties, which has an estimated population of approximately 311,000. Fayetteville is situated near the tallest of the mountains in the Ozark Mountain Range and is the fourth largest city in the state. It is located approximately 185 miles northwest of Little Rock, Arkansas, 125 miles east of Tulsa, Oklahoma, 350 miles northeast of Dallas, Texas, and 210 miles south of Kansas City, Missouri. Fayetteville and Northwest Arkansas region have gained a national reputation as one of best places in the country to live and raise a family. The City and the region are experiencing rapid population growth and an increasing number of visitors. Fayetteville's population has increased from approximately 20,000 in 1960 to 58,047 according to the 2000 census.

The City was settled in 1828 and was incorporated on August 23, 1870. The City operates under a Mayor-Council form of government, in which a Mayor, City Attorney, City Clerk/Treasurer, Municipal Judge, and eight Aldermen are elected. Based on the population thresholds in Arkansas law, City Council adopted an ordinance that provides for staggered aldermanic terms. Beginning with the 2000 election, all terms for elected officials are four years.

INTRODUCTION

The City of Fayetteville is a participant in the Community Development Block Grant (CDBG) Entitlement Cities Program and is awarded funds annually to carry out eligible activities in pursuit of these statutory goals:

- **Provide Decent housing** - - which includes:
assisting homeless persons obtain affordable housing; assisting persons at risk of becoming homeless; retention of affordable housing stock; increase the availability of affordable permanent housing in standard condition to low-income and moderate-income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability; increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS) to live in dignity and independence; and providing affordable housing that is accessible to job opportunities.

- **Provide a suitable living environment** - - which includes:
improving the safety and livability of neighborhoods; increasing access to quality public and private facilities and services; reducing the isolation of income groups within areas through spatial deconcentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods; restoring and preserving properties of special historic, architectural, or aesthetic value; and conservation of energy resources.

- **Expand economic opportunities** - - which includes:
job creation and retention; establishment, stabilization and expansion of small businesses (including micro businesses); the provision of public services concerned with employment; the provision of jobs to low-income persons living in areas affected by those programs and activities, or jobs resulting from carrying out activities under programs covered by the plan; availability of mortgage financing for low-income persons at reasonable rates using non-discriminatory lending practices; access to capital and credit for development activities that promote the long-term economic and social viability of the community; and empowerment and self-sufficiency for low-income persons to reduce generational poverty in federally assisted housing and public housing.

Community Development Focus in 2003

Public Access and Participation: CDBG Activities are designed and carried out based on local needs. Through public meetings, consultation with area public and non-profit service agencies, informal discussion with citizens, studies, city staff, and special purpose committees, input from community stakeholders and resources holders is integrated to designate action priorities.

One formal public hearing was held to present and discuss proposed CDBG activities for fiscal year 2003. The meetings were well attended by non-profit agency representatives and the media but citizen attendance was low. Community Development staff has been active in the presentation of program information. Information was provided during National Community Development Week. Community Development program information is presented at local agency meetings on a regular basis. Program literature in Spanish was requested and received. City of Fayetteville program information and forms have been translated into Spanish.

In accordance with Fayetteville's Citizen Participation Plan, the 2003 Consolidated Action Plan is submitted for a 30 day citizen review period. Citizen comments on the plan are encouraged and may be submitted to:

Yolanda Fields, Director
City of Fayetteville Community Resource Division
113 West Mountain Street
Fayetteville, AR 72701

Citizen Comments: None

Housing Housing rehabilitation and housing issues are a primary focus of Community Development activities. The City is committed to the development of programs which address the need for housing for Low and Moderate Income (LMI) persons and families. In response to priority needs revealed during the development of the City's five year Consolidated Plan in 1999, the City has focused on developing of community partnerships with outstanding local entities with expertise in specialized housing activities. This cooperation will further the Attainable Housing effort in the City of Fayetteville.

Attainable housing has become a topic of great concern for this division. Housing costs in Northwest Arkansas have increase at a considerable rate throughout the past 10 years according to the latest round of information from the 2000 Census. The cost of the median mortgage payment in the City of Fayetteville remains the highest in Northwest Arkansas at $916, an increase of 45 percent. It is the highest median mortgage payment of any city in Northwest Arkansas and 24 percent higher than the state median of $737. The City of Fayetteville, Community Development program will work on the development of a plan to bring Attainable housing to the City of Fayetteville. This office is working with the Northwest Arkansas Housing Coalition (NAHC) and the committees of the organization to build a relationship with the local Public Housing Office. The HUD provided Technical Assistance will be a very important component in reaching the Attainable Housing goal.

Analysis of Impediments to Fair Housing The city is in the process of updating its "Analysis of Impediments to Fair Housing" (AI). CDBG Program regulations require recipient jurisdictions to "affirmatively further fair housing," which flows from HUD's obligation under Section 808 of the Fair Housing Act.

The AI is conceived as an effort to affirmatively further fair housing choice by identifying all impediments to fair housing choice which presently exist in the community, and to develop strategies and actions designed to reduce or eliminate the identified impediments. Further, the process of developing the AI will foster the collaboration of stakeholders and resource providers in the public, non-profit, and private sectors, thereby promoting relationship-building and consensus on fair housing issues. The AI process will help describe a clearer picture of housing conditions for LMI households in Fayetteville, and aid us in defining current and future housing directions.

Public Services Utilization of CDBG funds for the provision of public services, particularly those which serve LMI groups, has been, and continues to be a focus of the Community Development Program. The Taxi Voucher program provides subsidized cab fare for our city's elder citizens, allowing an inexpensive transportation choice for many who would not have transportation available otherwise. This simple, cost effective program receives unwavering support from those who use it to go shopping, to the doctor, post office, church, out to eat, or any number of other destinations. The program is hugely successful in providing our elders opportunity to participate in community life and to live independently.

Public Facilities - Community Needs CDBG has historically supported community services facilities projects in Fayetteville. Through the last decade, CDBG dollars have assisted construction, renovation or development of facilities for local non-profit organizations such as Youthbridge, Children's House, Head Start, Fayetteville Free Health & Dental Clinic, YRCC, as well as renovations and improvements to City parks, streets, sidewalks and other infrastructure.

CONSOLIDATED ACTION PLAN - 2003

I. AVAILABLE RESOURCES

A. Resources- Federal / State The City is the recipient of only one formula grant program, the Community Development Block Grant. Private non-profit organizations in Fayetteville receive no formula allocations and are funded through competitive State allocations administered by the Arkansas Department of Human Services, the local United Way campaign, private foundation grants, other special competitive grants, and private donations including fund-raising activities. The City anticipates the CDBG formula allocation in 2003 will be approximately $778,000.

B. Resources - Municipal Government

The City's Street Division has estimated $30,000 for street overlay and repair of streets located in the designated Community Development Target Area. The City's Budget Division has budgeted approximately $8,000 for maintenance of city-owned buildings occupied by area non-profit agencies performing public service activities.

II. DESCRIPTION OF ACTIVITIES

A. Housing Services

- **Residential Rehabilitation**
  This allocation provides forgivable and partially repayable loans to low and moderate income persons for rehabilitation of owner-occupied housing.
  The following services are offered:
  - Comprehensive rehabilitation up to $20,000
  - Emergency Repair up to $5,000
  - Mobile Home emergency repair up to $3,500

The program provides labor, materials, project management, Lead Based Paint (LBP) Hazard Control, and other associated costs to bring a home into compliance with State and City Housing Codes. Emphasis is placed on repairs that improve energy efficiency, those that alleviate deferred maintenance conditions, safety devices, and replacement of principal fixtures and components. $340,888 is allocated and includes salary and program delivery costs for management and oversite of all housing programs, design and studies.

Location: Citywide, applicants are prioritized according to established criteria to give preference on the waiting list to those most in need of services. Priority criteria include; Very Low Income, Elderly, Disabled, Single parented household, Located in Target Area, Length of time on waiting list. This program will assist about 30 eligible families.

- **Housing Design and Fair Housing Study**
  This allocation will provide an updated "Analysis of Impediments to Fair Housing". This study will provide valuable housing information which will be utilized to ensure compliance to the Section 808 of the Fair Housing Act and will assist in reaching the goal attainable housing. In addition, a design for attainable housing will be developed and a home will be built. This project will serve as a model for the Attainable Housing program. $100,000 will allocated for these components.

- **Habitat for Humanity of Fayetteville, AR, Inc.**
  Habitat for Humanity (HFH) mission to eliminate poverty housing. HFH was chartered in December 1992 and has completed seventeen (17) houses that have housed 50 children and 20 adults. HFH is builder and mortgage lender, homes sold at no-profit and no-interest. Funding mostly from donations, club pledges, religious community, fund for HFH homeowners principle payments, community organizations and in-kind donations. Participants are in the 30-50% of median income range. Their monthly payments are 20-25% of their monthly gross income including taxes and insurance. CDBG funds allocated - $50,000.

  Revenue Sources:

Wal-Mart Shoe/Jewelry Divs. Golf Tournament	54,000
Dr Scholl's HFH Tin Cup 5K Run/Walk	15,000
Covenant Church Commitment	10,000
Clubs/organizations	3,000
Carpenters Club pledges	55,000
Unspecified donations	10,000

B. Public Services

- **Seven Hills Homeless Shelter**
  This project provides essential services (including meals, shelter, transportation, showers, phone, laundry, clothing; etc.) and case management services to homeless men, women and children in an effort to enable them to return to a stable, self-sufficient lifestyle. Seven Hills is a dual-purpose facility. Providing a safe, supportive drop-in day center environment where men, women and children can come to gather resources, set plans, and move forward toward jobs, housing, and self-sufficiency. In winter, providing emergency cold-weather night shelter. In addition, the Transitional Housing program for men at Seven Hills provides eight residents with three to six month's room, board, life-skills training, life coaching, and other assistance to support their progress toward stable, independent living.

The center currently serves an average of over 40 persons per day. To date, 42 men have been placed in the Transitional Housing Program, which provides life-skills training in the areas of money management, anger management, and health for eight men at a time. They also receive weekly private goal-setting/progress sessions with a life coach, as well as 24-hour staff support in a drug and alcohol free environment.

Location: 1561 W. 6th

Revenue Sources:

Private Foundation Grants	45,600
Individual contributions	28,500
Church contributions	12,000
Program fees	6,000
Fundraising events	5,200
Corporate Support	30,000
In-kind support	90,000

- **Fayetteville Elderly Taxicab Program**
  This program provides an alternative transportation choice for elderly residents of Fayetteville through subsidized cab fare. 200 elderly, low to moderate individuals will be served by this transportation program. CDBG funds allocated - $40,000.

  Location: Citywide

- **Girl Scouts of NOARK Council**
  Project Every Girl seeks to involve girls residing in the Southeast Fayetteville Target area in the Girl Scout program. Southeast Fayetteville is an under-served area as it is difficult Recruit volunteer leadership and involve girls in what would be considered a "traditional troop". This particular project will be a staff-lead group (girls of all ages). Girls will meet twice a week in southeast Fayetteville. Key to the Girl Scout program is girl planning. The goals of the project are 1. Develop insight to individual potential; 2. Learn to relate to others with understanding, skill and respect; 3. Develop values to guide actions and provide the foundation for sound decision making; 4. Contribute to the improvement of society through the use of abilities and skills while working in cooperation with others. CDBG funds allocated - $6,600 and a $3.300 match.

- **Fayetteville Library**
This program will provide Spanish language materials and outreach/programming to the community. Funds will be utilized to purchase literacy and Spanish language materials for adults and children. Program development will include outreach and activities to improve services to our community at large. Program will benefit low and moderate income persons to improve their reading and language skills. This project will match $13,000 of CDBG funds with $5,842 in-kind funding. City of Fayetteville has experienced an increase in the Hispanic population. The concentration is in the CD Target Area, which is designate low to moderate income. This program would provide training which is needed by this population.

This program will provide the technology to improve access to information for the disabled citizens of our community. Focusing on both the visually impaired and those with physical disabilities that make physically manipulating a book or computer difficult, this grant will allow us to improve the literacy rates of this segment of our community. This project will match $20,000.00 of CDBG funds with $6,141.00 in-kind funding. According to the 2000 census, 12.5% of the population of Fayetteville between the ages of 5-20 years has a disability. Also 15.2% of the population aged 21-64 and 44.6% of the population over 65 have disabilities. The need for this project is particularly important given that illiteracy rates within this community can be shockingly high. For example, according to the Arkansas Chapter of the National Federation for the Blind, 12% of blind students who graduate from high school are illiterate.

Location: 217 East Dickson

C. ***Public Facilities - Community Needs***

- **Walker Park Playground Equipment**
$60,000 replacement of unsafe playground equipment at Walker Park. Walker Park is located in the Target Area.

Location: 10 W. Fifteenth Street

- **Fayetteville Head Start**
This project will enhance the outdoor curriculum area to better provide and promote a higher quality, safe comprehensive child development activities that will promote social, mental and physical competence. 3-5 year olds from low to moderate income families will be able to utilize the improved outdoor area. This project will match $14,100.00 of CDBG funds with $11,335.00 from the Fayetteville Head Start Program.

Location: 2052 S. Garland

D. Administration and Indirect Costs

Administration funds are used for the salary and benefits of the Community Development Director, administration staff, office supplies, travel and training costs, some Fair Housing activities and other costs associated with administration of community development activities. Indirect costs are those charged by the City for office space, maintenance and services provided by other City divisions. $108,412.00 is allocated.

Location: City Engineering Building, 125 West Mountain Street

III. Monitoring

Community Development Programs will be monitored by the Community Development Division and other City of Fayetteville Divisions to ensure long-term compliance with federal, state and local regulations and statutes. Goals and objectives outlined in the Consolidated Plan will be reviewed periodically by the Community Development staff to ensure compliance to plan.

Housing Programs will be monitored by the CD Housing Program staff and the City of Fayetteville Building Safety Division, when needed for compliance to building ordinances. All building ordinances must be met prior to final payment on all housing rehabilitation projects. Follow up visits will be made to all moderate rehabilitation project sites.

Public Facilities Improvements will be monitored by the Community Development staff and a professional playground equipment inspector from the City of Fayetteville Parks and Recreation Division. This will ensure compliance to the codes which govern the installation of playground equipment and the project contract and specifications.

Public Service Activities Sub-recipient agreements will be required for all public service activities. Monitoring area will include program performance, financial performance and regulatory compliance. Sub-recipient agreements will require documentation of activities and results. In addition, agreements will require an estimated project schedule and a project completion date. Agreement will outline procedures to be followed in the case a non-compliance situation may occur.

IV. Lead-Based Paint Hazards

Rehabilitation projects are evaluated and tested for lead-based paint hazards in accordance with the City of Fayetteville lead-based paint policy. The policy has been established based on current federal regulation for lead-based paint. This policy will be reviewed on an annual basis by CD staff.

U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0001	Administration	21A General Program Administration	CDBG	$ 108,412
0001	Planning and Administration	570.206	ESG	$ 0
			HOME	$ 0
			HOPWA	$ 0
		1 People (General)	ASSISTED HOUSING	$ 0
	Salary and indirect costs, Fair Housing activities, studies, travel & training. Indirect costs are those charged to the division for office space, maintenance, postage, and services provided by other city division.		PHA	$ 0
			TOTAL	$ 108,412
			Total Prior Funding	$ 0

Help the Homeless? No Start Date: 01/01/03
Help those with HIV or AIDS? No Completion Date: 12/31/03

Eligibility: 570.208(a)(1) - Low / Mod Area
Subrecipient: Local Government
Location(s): N/A

U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0002	Housing Services	14A Rehab; Single-Unit Residential	CDBG	$ 440,888
0002	Housing	570.202	ESG	$ 0
			HOME	$ 0
			HOPWA	$ 0
		25 Households (General)	ASSISTED HOUSING	$ 0
	Addressing current housing conditions for low and moderate income residents. Residential housing rehabilitation, emergency repair, mobile home repair.		PHA	$ 0
			TOTAL	$ 440,888
			Total Prior Funding	$ 0

Help the Homeless?	No	Start Date:	01/01/03
Help those with HIV or AIDS?	No	Completion Date:	12/31/03

Eligibility:	570.208(a)(3) - Low / Mod Housing
Subrecipient:	Local Government
Location(s):	Community Wide

U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0003	Housing-Habitat for Humanity	01 Acquisition of Real Property	CDBG	$ 50,000
			ESG	$ 0
0003	Housing	570.201(a)	HOME	$ 0
			HOPWA	$ 0
		3 Households (General)	ASSISTED HOUSING	$ 0
	Eliminate poverty housing by building and providing mortgage lending homes at no-profit and no-interest. Participants are in the 30-50% of median income range.		PHA	$ 0
			TOTAL	$ 50,000
			Total Prior Funding	$ 0

Help the Homeless?	No	Start Date:	01/01/03
Help those with HIV or AIDS?	No	Completion Date:	12/31/03

Eligibility:	570.208(a)(3) - Low / Mod Housing
Subrecipient:	Local Government
Location(s):	Community Wide

U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0004	Public Services - Seven Hills Homeless Shelter	05 Public Services (General)	CDBG	$ 25,000
			ESG	$ 0
0004	Public Services	570.201(e)	HOME	$ 0
			HOPWA	$ 0
		200 Persons who are Homeless	ASSISTED HOUSING	$ 0
	Provides essential services and case management services to homeless individuals in an effort to enable then to return to a stable, self-sufficient lifestyle.		PHA	$ 0
			TOTAL	$ 25,000
			Total Prior Funding	$ 0

Help the Homeless?	Yes	Start Date:	01/01/03
Help those with HIV or AIDS?	No	Completion Date:	12/31/03

Eligibility: 570.208(c) - Urgent Need
Subrecipient: Local Government
Location(s): Addresses

1561 W. 6th, Fayetteville, AR 72701

U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0006	Public Services-Fayetteville Elderly Taxi Program	05A Senior Services	CDBG	$ 40,000
			ESG	$ 0
0006	Senior Programs	570.201(e)	HOME	$ 0
			HOPWA	$ 0
		80 Elderly	ASSISTED HOUSING	$ 0
	Alternative transportation choice for elderly residents of Fayetteville through subsidized cab fare.		PHA	$ 0
			TOTAL	$ 40,000
			Total Prior Funding	$ 0

Help the Homeless?	No	Start Date:	01/01/03
Help those with HIV or AIDS?	No	Completion Date:	12/31/03

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Local Government
Location(s): Community Wide

U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0007	Public Services - NOARK Girls Scouts	05D Youth Services	CDBG	$ 6,600
			ESG	$ 0
0007	Youth Programs	570.201(e)	HOME	$ 0
			HOPWA	$ 0
		1 Youth	ASSISTED HOUSING	$ 0
	Every Girl Program will involve girls residing in the Southeast Fayetteville Target area in the Girl Scout Program.		PHA	$ 0
			TOTAL	$ 6,600
			Total Prior Funding	$ 0

Help the Homeless?	No	Start Date:	01/01/03
Help those with HIV or AIDS?	No	Completion Date:	12/31/03

Eligibility:	570.208(a)(1) - Low / Mod Area
Subrecipient:	Local Government
Location(s):	N/A

U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0008	Public Services-Fayetteville Public Library	05 Public Services (General)	CDBG	$ 33,000
			ESG	$ 0
0008	Public Services	570.201(e)	HOME	$ 0
			HOPWA	$ 0
		35 People (General)	ASSISTED HOUSING	$ 0
	Program development will incuide outreach and activities to improve services to the community. Activities will include the purchase of literacy materials in english and spanish. Program to provide the technologht to improve access to information for the disabled citizens of the community.		PHA	$ 0
			TOTAL	$ 33,000
			Total Prior Funding	$ 0

Help the Homeless? No Start Date: 01/01/03
Help those with HIV or AIDS? No Completion Date: 12/31/03

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Local Government
Location(s): Addresses

217 East Dickson, Fayetteville, AR 72701

U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0009	Public Facilities-Walker Park Playground Equipment	03F Parks, Recreational Facilities	CDBG	$ 60,000
			ESG	$ 0
0009	Public Facilities	570.201(c)	HOME	$ 0
			HOPWA	$ 0
		1 Public Facilities	ASSISTED HOUSING	$ 0
	Replacement of unsafe playground equipment at Walker Park located in the Target Area.		PHA	$ 0
			TOTAL	$ 60,000
			Total Prior Funding	$ 0

Help the Homeless?	No	Start Date:	01/01/03
Help those with HIV or AIDS?	No	Completion Date:	12/31/03

Eligibility: 570.208(a)(1) - Low / Mod Area
Subrecipient: Local Government
Location(s): Addresses

10 W Fifteenth Street, Fayetteville, AR 72701

U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0010	Fayetteville Head Start	03M Child Care Centers	CDBG	$ 14,100
			ESG	$ 0
0010	Public Facilities	570.201(c)	HOME	$ 0
			HOPWA	$ 0
		1 Public Facilities	ASSISTED HOUSING	$ 0
	Project will enhance the outdoor curriculum area to better provide and promote a higher quality, safe comprehensive child development activities that will promote social, mental and physical competence.		PHA	$ 0
			TOTAL	$ 14,100
			Total Prior Funding	$ 0

Help the Homeless? No Start Date: 01/01/03
Help those with HIV or AIDS? No Completion Date: 12/31/03

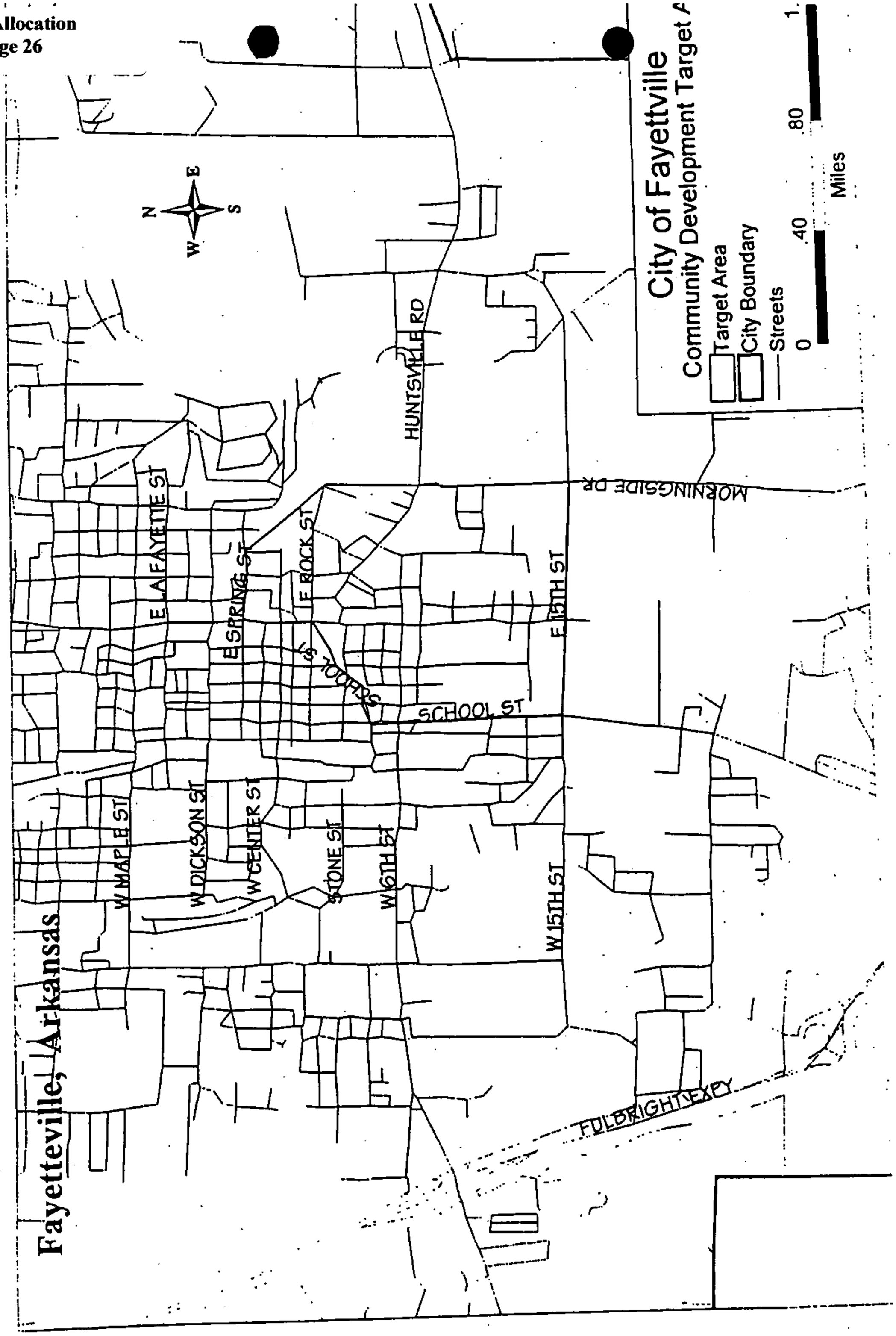
Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Local Government
Location(s): Addresses

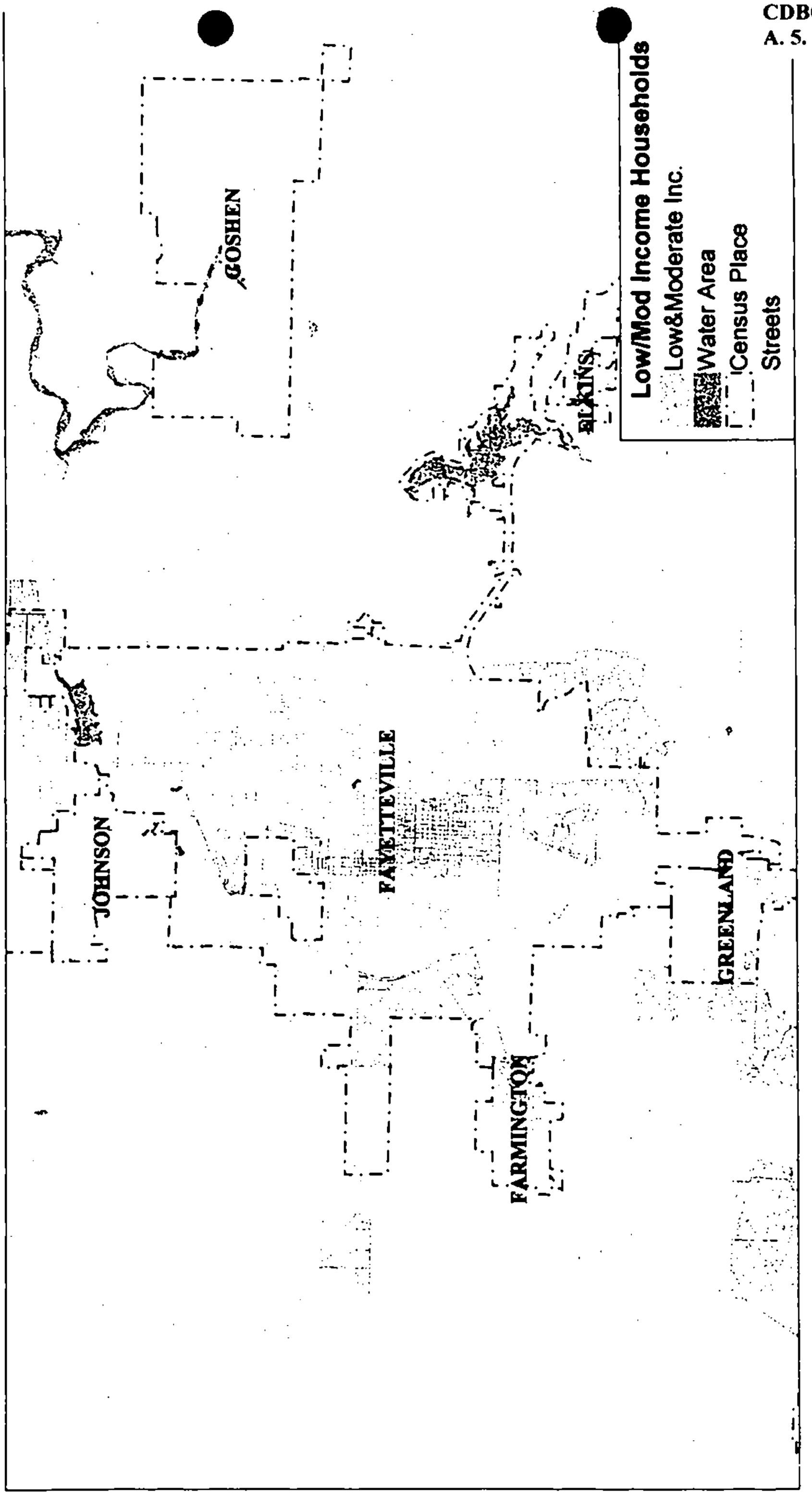
2052 Garland, Fayetteville, AR 72701

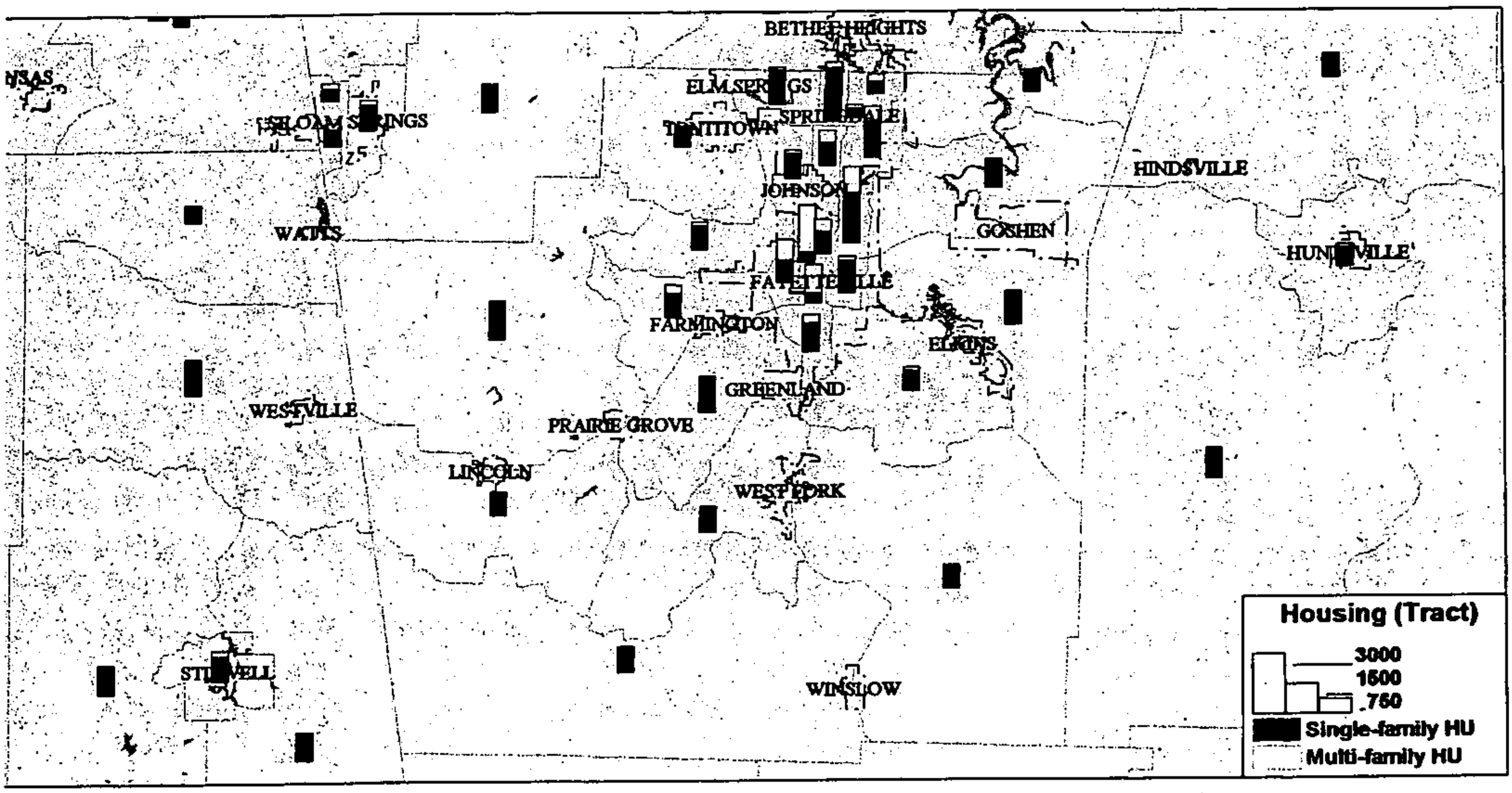
Entitlement Grant (includes reallocated funds)		
CDBG	$778,000	
ESG	$0	
HOME	$0	
HOPWA	$0	
Total		$778,000
Prior Years' Program Income NOT previously programmed or reported		
CDBG	$0	
ESG	$0	
HOME	$0	
HOPWA	$0	
Total		$0
Reprogrammed Prior Years' Funds		
CDBG	$0	
ESG	$0	
HOME	$0	
HOPWA	$0	
Total		$0
Total Estimated Program Income		$0
Section 108 Loan Guarantee Fund		$0
TOTAL FUNDING SOURCES		$778,000
Other Funds		$0
Submitted Proposed Projects Totals		$778,000
Un-Submitted Proposed Projects Totals		$0

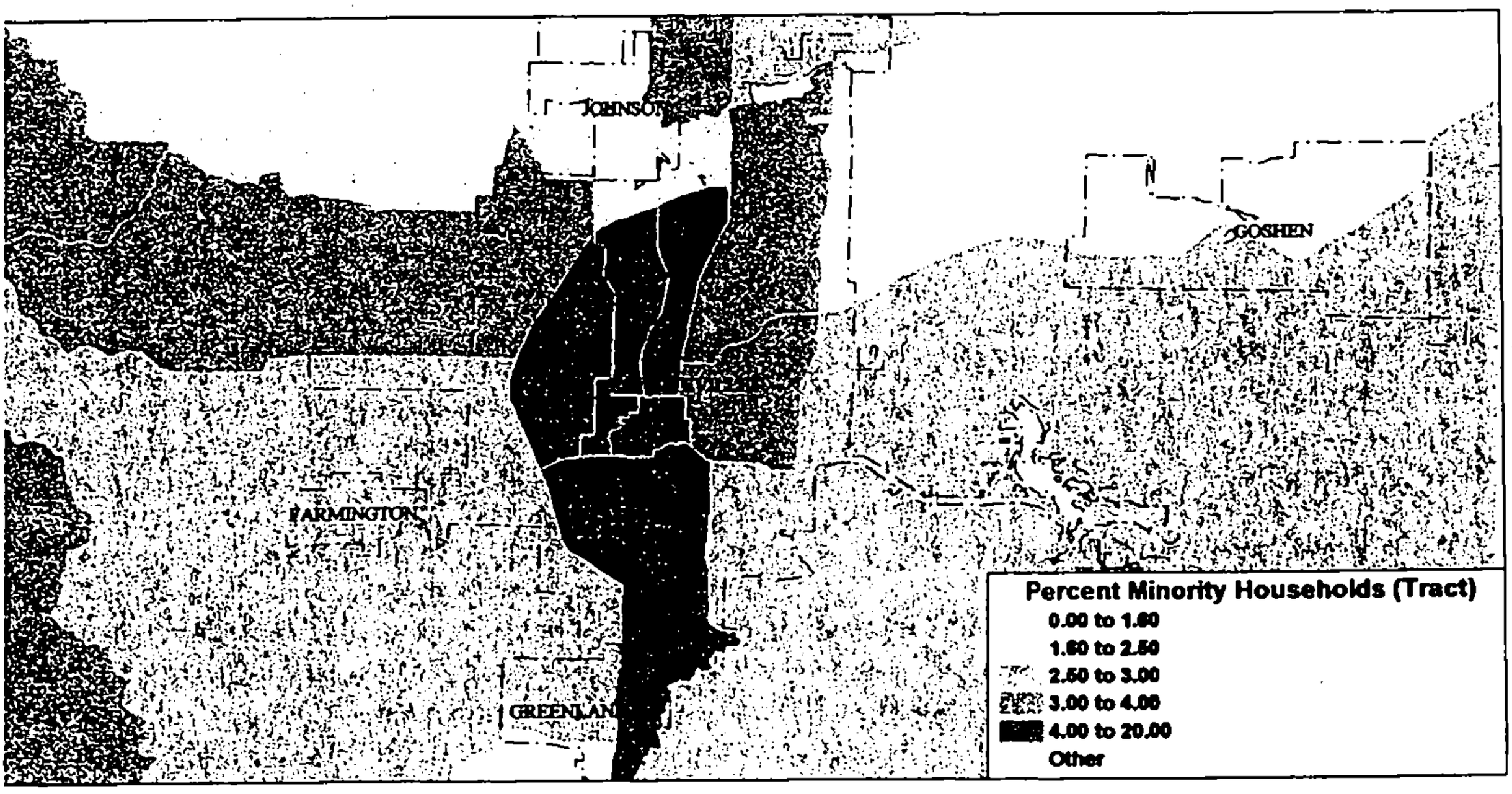
CPD Consolidated Plan/Budget Summary FY2003

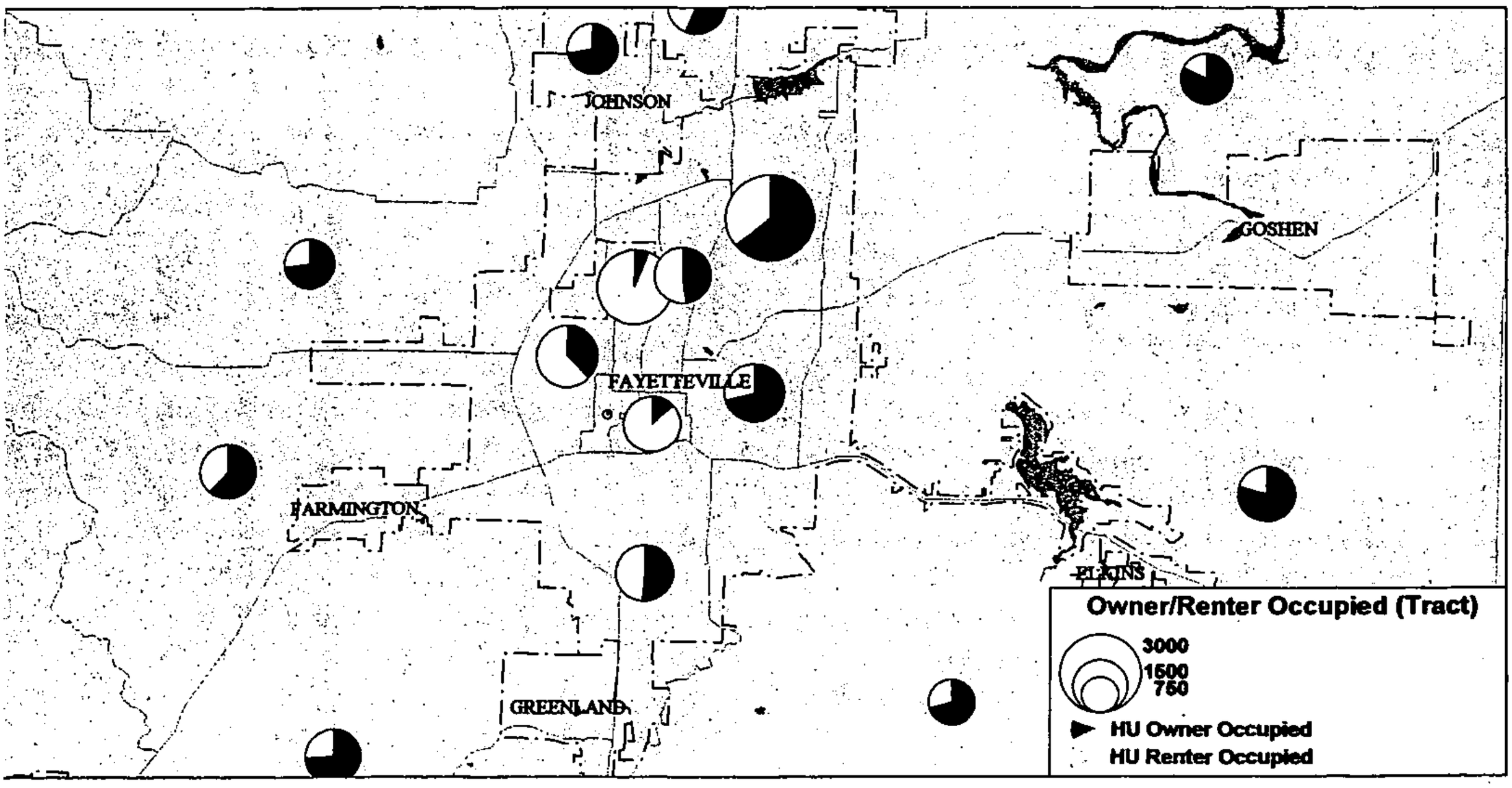
City Progam Number	Program	Budgeted 2003
4930	Administration	108,412.00
4940	Housing	490,888.00
4960	Public Services	104,600.00
4990	Public Facilities	74,100.00
	Total 2003 Grant Request	778,000.00

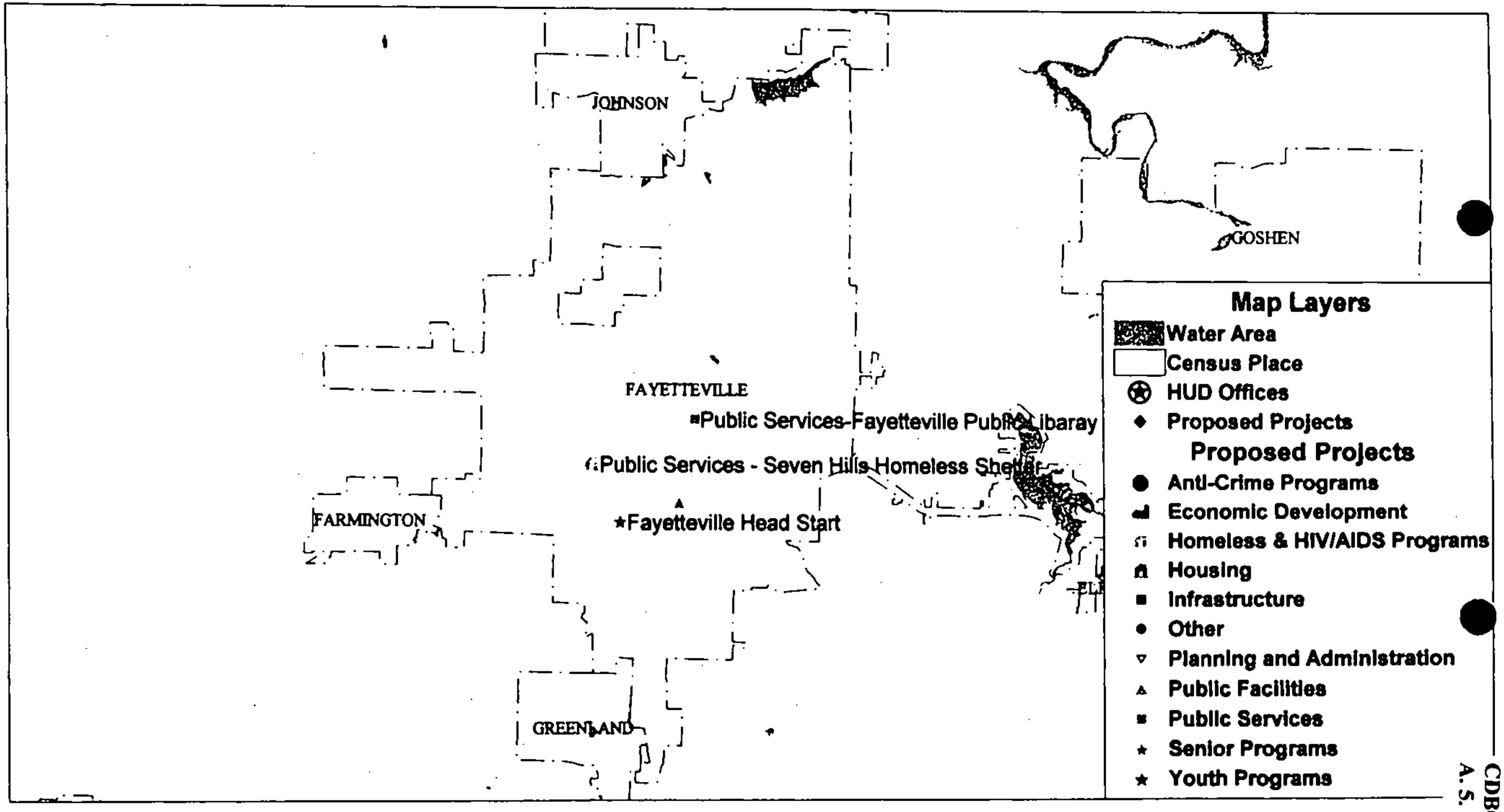

City of Fayettville
Community Development Target A
Target Area
City Boundary
Streets
0
.40
.80
1.
Miles
N
E
S
W
HUNTSVILLE RD
MORNINGSIDE DR
E LAFAYETTE ST
E SPRING ST
E ROCK ST
E 15TH ST
S 700 RDS
SCHOOL ST
W MAPLE ST
W DICKSON ST
W CENTER ST
STONE ST
W 6TH ST
W 15TH ST
FULBRIGHT EXPY
Fayetteville, Arkansas


GOSHEN
ELKINS
FAYETTEVILLE
JOHNSON
FARMINGTON
GREENLAND
Low/Mod Income Households
Low&Moderate Inc.
Water Area
Census Place
Streets


BETHEL HEIGHTS
ELM SPRINGS
SPRINGDALE
TONTITOWN
JOHNSON
HINDSVILLE
GOSHEN
HUNTSVILLE
WATTS
FAYETTEVILLE
FARMINGTON
ELKINS
GREENLAND
WESTVILLE
PRAIRIE GROVE
LINCOLN
WEST FORK
WINSLOW
Housing (Tract)
3000
1500
.750
Single-family HU
Multi-family HU


JOHNSON
GOSHEN
FARMINGTON
GREENLAN
Percent Minority Households (Tract)
0.00 to 1.80
1.80 to 2.50
2.50 to 3.00
3.00 to 4.00
4.00 to 20.00
Other


JOHNSON
GOSHEN
FAYETTEVILLE
FARMINGTON
GREENLAND
ELKINS
Owner/Renter Occupied (Tract)
3000
1600
750
HU Owner Occupied
HU Renter Occupied


JOHNSON
FAYETTEVILLE
FARMINGTON
GREENLAND
GOSHEN
Public Services-Fayetteville Public Libaray
Public Services - Seven Hills Homeless Shelter
Fayetteville Head Start
Map Layers
Water Area
Census Place
HUD Offices
Proposed Projects
Proposed Projects
Anti-Crime Programs
Economic Development
Homeless & HIV/AIDS Programs
Housing
Infrastructure
Other
Planning and Administration
Public Facilities
Public Services
Senior Programs
Youth Programs

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about -

   (a) The dangers of drug abuse in the workplace;
   (b) The grantee's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -

   (a) Abide by the terms of the statement; and

   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Dan Coody — 11/14/02

Signature/Authorized Official — Date

Mayor
Title

OPTIONAL CERTIFICATION
CDBG

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Dan Coody — Signature/Authorized Official

11/14/02 — Date

Mayor — Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Dan Coody 11/14/02

Signature/Authorized Official Date

Mayor
Title

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2001,(a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with the requirements of 24 CFR §570.608;

Compliance with Laws -- It will comply with applicable laws.

Signature/Authorized Official

11/14/02
Date

Mayor
Title

The Emergency Shelter Grantee certifies that:

Major rehabilitation/conversion -- It will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 10 years. If the jurisdiction plans to use funds for purposes less than tenant-based rental assistance, the applicant will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 3 years.

Essential Services -- It will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure as long as the same general population is served.

Renovation -- Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services -- It will assist homeless individuals in obtaining appropriate supportive services, including permanent housing, medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living, and other Federal State, local, and private assistance.

Matching Funds -- It will obtain matching amounts required under §576.71 of this title.

Confidentiality -- It will develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement -- To the maximum extent practicable, it will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, operating facilities, and providing services assisted through this program.

Consolidated Plan -- It is following a current HUD-approved Consolidated Plan or CHAS.

Dan Cooley — 11/14/02

Signature/Authorized Official — Date

Mayor
Title

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Dan Coody — 11/14/02

Signature/Authorized Official — **Date**

Mayor
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

connection..... insert in the space provided below the site(s) for the performance of work done in the specific grant:

Place of Performance (Street address, city, county, state, zip code)
City Administration Building, 113 West Mountain Street, Fayetteville, Arkansas, 72701

Check X if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

E.O. 12372
SPECIAL CONTRACT CONDITION
WATER OR SEWER FACILITIES

Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

CDBG Allocation
A. 5. Page 44

I/Agreemen
Community
Law 930383)

U.S. Department of Housing a Urban Development
Office of Community Planning a Development
Community Development Block Grant Program

CDBG 2003
FYI (T) ECC
CODE 863/50162
6FD

HI-00515R of 20515R

1. Name of Grantee (as shown in item 5 of Standard Form 424)	3. Grantee's 9-digit Tax ID Number	4. Date use of funds may begin
City of Fayetteville	71-601846	(mm/dd/yyyy) 01/01/03
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)	5a. Project/Grant No. 1	6a. Amount Approved
113 West Mountain Fayetteville, Washington County, AR 72701	B-03-MC-05-0001	$217,000
	5b. Project/Grant No. 2	6b. Amount Approved
	5c. Project/Grant No. 3	6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name)	Grantee Name	
Bessie M. Jackson	Honorable Dan Coody	
Title	Title	
Director, Little Rock Field Office	Mayor	
Signature	Date (mm/dd/yyyy)	Signature / Date (mm/dd/yyyy)
Bessie M. Jackson	FEB 20 2003	

7. Category of Title I Assistance for this Funding Action (check only one)
- [X] a. Entitlement, Sec 106(b)
- [ ] b. State-Administered, Sec 106(d)(1)
- [ ] c. HUD-Administered Small Cities, Sec 106(d)(2)(B)
- [ ] d. Indian CDBG Programs, Sec 106(a)(1)
- [ ] e. Surplus Urban Renewal Funds, Sec 112(b)
- [ ] f. Special Purpose Grants, Sec 107
- [ ] g. Loan Guarantee, Sec 108

8. Special Conditions (check one)
- [ ] None
- [X] Attached

9a. Date HUD Received Submission (mm/dd/yyyy) 11/19/02

9b. Date Grantee Notified (mm/dd/yyyy) FEB 20 2003

9c. Date of Start of Program Year (mm/dd/yyyy) 01/01/03

10. check one
- [X] a. Orig. Funding Approval
- [ ] b. Amendment Amendment Number

11. Amount of Community Development Block Grant

	FY ( )	FY ( )	FY (2003)
a. Funds Reserved for this Grantee			$217,000
b. Funds now being Approved			$217,000
c. Reservation to be Cancelled (11a minus 11b)			0

12a. Amount of Loan Guarantee Commitment now being Approved

12b. Name and complete Address of Public Agency

Loan Guarantee Acceptance Provisions for Designated Agencies:
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Name of Authorized Official for Designated Public Agency

Title

Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153 176											

Y — Project Number — Amount

Y — Project Number — Amount

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

4 ORIG Contracts to City Clerk 3/19

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

CDBG Allocation
A. 5. Page 45

HI-00515R of 20515R

1. Name of Grantee (as shown in item 5 of Standard Form 424)	3. Grantee's 9-digit Tax ID Number	4. Date use of funds may begin
City of Fayetteville	71-601846	(mm/dd/yyyy) 01/01/03
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)	5a. Project/Grant No. 1	6a. Amount Approved
113 West Mountain Fayetteville, Washington County, AR 72701	B-03-MC-05-0001	$217,000
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	5c. Project/Grant No. 3	6c. Amount Approved

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U.S. Department of Housing and Urban Development (By Name)	Grantee Name
Bessie M. Jackson	Honorable Dan Coody
Title Director, Little Rock Field Office	Title Mayor
Signature Bessie M. Jackson	Signature
Date (mm/dd/yyyy) FEB 20 2003	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action (check only one)
- [X] a. Entitlement, Sec 106(b)
- [ ] b. State-Administered, Sec 106(d)(1)
- [ ] c. HUD-Administered Small Cities, Sec 106(d)(2)(B)
- [ ] d. Indian CDBG Programs, Sec 106(a)(1)
- [ ] e. Surplus Urban Renewal Funds, Sec 112(b)
- [ ] f. Special Purpose Grants, Sec 107
- [ ] g. Loan Guarantee, Sec 108

8. Special Conditions (check one)
- [ ] None
- [X] Attached

9a. Date HUD Received Submission (mm/dd/yyyy) 11/19/02

9b. Date Grantee Notified (mm/dd/yyyy) FEB 20 2003

9c. Date of Start of Program Year (mm/dd/yyyy) 01/01/03

10. check one
- [X] a. Orig. Funding Approval
- [ ] b. Amendment
  Amendment Number

11. Amount of Community Development Block Grant

	FY ( )	FY ( )	FY (2003)
a. Funds Reserved for this Grantee			$217,000
b. Funds now being Approved			$217,000
c. Reservation to be Cancelled (11a minus 11b)			0

12a. Amount of Loan Guarantee Commitment now being Approved

12b. Name and complete Address of Public Agency

Loan Guarantee Acceptance Provisions for Designated Agencies:
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Name of Authorized Official for Designated Public Agency

Title

Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153 176											

Y — Project Number — Amount

Y — Project Number — Amount

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

E.O. 12372
SPECIAL CONTRACT CONDITION
WATER OR SEWER FACILITIES

Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

Compactor & Dropbox
B. 1. Page 1

City Council meeting
* 2 Old Business
Tabled [redacted]
@ 3/18/03 mtg

XX Agenda Request
__ Contract Review
__ Grant Review

For the Fayetteville City Council Meeting of: February 18th, 2003
FROM:

Travis Dotson	**Solid Waste and Recycling**	**Operations**
Name	Division	Department

ACTION REQUIRED: Approve budget and authorize new commercial roll-off expansion.

COST TO CITY:

$1,173,208.00		**Commercial Expansion**
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 — Date
ADA Coordinator — Date

City Attorney — 4-2-03 Date
Internal Auditor — Date

Purchasing Officer — Date

STAFF RECOMMENDATION: Approve new program and budget.

Division Head CAO — 2-6-03 Date
Department Director — 1-31-03 Date
Administrative Services Director — 2-6-03 Date
Mayor — 2/7/03 Date

Cross Reference

New Item:__ Yes __ No

Prev Ord/Res #:_____

Orig Contract Date:_____

STAFF REVIEW FORM

Description **Commercial Expansion** Meeting Date 2-18-03

Comments:
Budget Coordinator

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

ADA Coordinator

Reference Comments:

Internal Auditor

Reference Comments:

To: Gary Dumas

From: Travis Dotson

CC: Carrol Hill

Date: Friday, January 31st, 2003

Subject: Commercial Solid Waste and Recycling Exclusive Municipal Franchise

Background:

In August 2002, the Staff and City Council discussed the implementation of an exclusive franchise for all waste hauling and recycling services within the City of Fayetteville. Pursuant to that discussion on August 20 2002, resolution #131-02 was adopted. This resolution and accompanying background report (attached) authorized the staff to begin a process to implement an exclusive waste and recycling franchise within the City of Fayetteville. In that background report was a calendar of events which must occur for implementation. The staff has been proceeding along that timeline, but Council action is necessary to approve the budget for this program before equipment can be ordered and additional staff hired and trained for an implementation date of September 1, 2003.

Staff has finalized inventory of accounts and service levels needed for commercial expansion of waste services. Staff has prepared routing options and determined equipment, vehicles, and personnel requirements. It is now necessary to begin the purchasing process for this September start date. Additional staff necessary for this start-up will be hired shortly before September 1, but given enough time for necessary training.

Discussion:

Beginning September 1st, staff estimates that within the first year the Division will acquire 39 accounts. Staff has concluded through inventory and service levels, that purchases of 20 compactors of various styles and sizes, 23 receiver boxes, and approximately 93 additional open top containers of various sizes will be needed, however we will only order open top containers as the need arises. The service levels will total approximately **4262** calls annually. The current market price for these containers is estimated at $537,500. The Division will also require four additional roll-off trucks at $130,000 each for a total capital investment for the first year of $1,057,500.

Through the current equipment leasing structure, the capital investment plus 8% interest will be recovered in eight years.

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

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

Operating costs are estimated at $635,708 annually which includes cost of the trucks, fleet maintenance, electrical installation, minor equipment, office personnel, drivers, administrative costs, depreciation on fixed assets, and a fund for building expansion. We estimate that first year gross revenue will be $639,300. Gross revenue will exceed operating expenses by $3,592 in the first year. This program will be self supporting.

We will support the gross revenue from above with our current pricing structure. In comparison, our competition charges, for one service call in a given month, a low of approximately $355. This price includes lease, delivery and disposal. Our current load rate for one service call in a month is **$182** plus disposal. The disposal rate is a pass through charge of $29.20 per ton. The average load weight is approximately **3.50** tons, resulting in an average savings of **$70.80** to customers in Fayetteville.

In comparison, the load rates in our surrounding communities range upward to $530 for the same service available from the Fayetteville Solid Waste and Recycling Division for **$284.20.**

Last year Division staff had the capacity to service 1,100 commercial calls. We estimate with citywide takeover our market volume will become four times that of last year's volume. Therefore, with each step increase of 1,100 accounts an additional driver and truck will be required.

Budget:

This program will be totally funded by user revenue. Capital acquisition will be made through the use of Amendment 78 and the leasing and short-term debt options which it provides. The Finance and Internal Services Director will be providing a briefing on this issue within the next four weeks. That briefing and any necessary Council action should not delay this bid process. Given vehicle delivery timeframes the request for bids should be authorized at this time and if problems occur with the leasing and short-term debt options, the bids can be rejected or other financing options can be proposed.

Recommendations:

Estimation of arrival of new commercial trucks is six months. Staff recommends approval of capital expenditures so solicitation of bids for new trucks can begin and approval of the staffing plan.

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Background information concerning proposed budget

The Solid Waste and Recycling Division currently services 10 permanent accounts. The staff anticipates that this will increase to 49 permanent accounts after consolidation of large commercial waste hauling.

The current 10 permanent accounts generate a workload of 366 service requests per year. All but one of these accounts are serviced twice per month. The remaining one is serviced three times per week. A conservative assumption has been made that the mode of service requests per account will remain fairly constant at two service requests per month. With that assumption, the total number of service requests for permanent accounts will be 1,302.

Following the same logic, the Solid Waste and Recycling Division has served approximately 1/4 of the temporary container market; extrapolating then, the number of service request anticipated for temporary placements is 2,960 for the first year of operation.

1. # of new permanent accounts	39
2. # of existing permanent accounts	10
Total # of Permanent accounts after acquisition	**49**
3. # of service requests/year on existing permanent	366
4. # of service requests/year estimated for new permanent	936
Total # of service requests after acquisition permanent placements	**1,302**

1. # of *service requests* for old temporary accounts	740
2. # of *service requests* estimated for temporary placements *assuming we had ¼ of the current market*	**2,960**

The total number of service, for temporary and permanent accounts, is estimated to be 4,262 per year.

Operational Needs for Roll Off Service Business Line

The current work load of 1,106 service requests are handled by one driver. This is the maximum for one driver without substantial overtime. In order to handle the additional service requests three additional drivers will be required plus a relief driver to cover

vacation and sick leave. In addition, support staff will be necessary to serve these accounts.

The labor and equipment needs are as follow to be able to provide 4,262 requests for service.

Labor Needs	**Costs**
1 Current Driver 3 New Drivers 1 New Relief Driver 1 New Secretary 1 New Financial Coordinator 1 New Dispatcher ½ of Current Commercial Rep ½ of Current Crew Leader	$312,554
Other Needs	
Minor Equipment	$17,490
Electrical Install for Compactors	$40,000
Annual Vehicle and Fleet Costs for 5 trucks	$173,986
Administrative Costs	$27,678
Depreciation on Fixed Assets	$50,000
Building Expansion Costs	$15,000
Total Annual Operating Costs	**$635,708**

Equipment needs

20 New Compactors (avg. *of $11,000/container*):	$220,000.
23 New Receiver Boxes (*avg. of $4100/container*):	$94,300.
93 New Open Tops/Temp. Service (*avg. of $2400/container*)	$223,200.
Total	**$537,500**

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The total equipment, capital and personnel needs for the first year of operation are $1,173,208. The equipment costs will be recovered through leases to customers. The return from the lease will include the cost of capital, plus a repair and replacement fee. This will return cost plus 8% in 96 months. This expense is not included in the annual operating costs which are $635,708.

Average Charge/Service Call (plus disposal)	$150.00
# Estimated Service Calls	**4,262**
GROSS REVENUE – 1st YEAR	***$639,300***
Total Cost per year to operate	**$635,708**
Total Gross Revenue per year	***$639,300***
NET REVENUE	***$3,592***

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FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor and City Council

From: Carrol Hill

Thru: Gary Dumas

Date: August 8, 2002

Subject: Commercial Solid Waste and Recycling Exclusive Municipal Franchise

Background

At the Council meeting of August 6, 2002 the City Council concurred with the Administration recommendation to proceed with the development of a plan of action to incorporate all municipal solid waste activities into a consolidated waste management program. This program would include the provision of all municipal solid waste and recycling services by the City of Fayetteville.

The purpose of this consolidation is twofold: first to allow a full range of recycling options to all businesses and residents in a coordinated effort to reduce landfill utilization and second to assure the financial stability of the solid waste and recycling program of activities and to maintain an affordable residential rate structure.

Discussion

The City Council is well aware that the City of Fayetteville is the exclusive provider of municipal trash service to residents and small commercial container users. This change will expand exclusivity to all municipal trash and recycling collection and hauling within the City of Fayetteville.

In order to accomplish this transition there are two options. The first option is an immediate transition in which all service will be provided by the City. This immediate transition will require that the Solid Waste and Recycling Division contract for additional equipment, vehicles, and manpower for 120 to 180 days as the Division ramps up to be able to provide uninterrupted convenient and efficient service. A bid package soliciting this service has been developed and will be ready for distribution August 21. The second option is to provide a 12 month period in which the private haulers can continue to provide their services while the City acquires the necessary assets to implement service at the end of the 12 month notice period.

RES. 131-02

Plan of Action

Option 1, Immediate Transition.

1. Prepare and release bid package for short-term equipment, vehicles, and personnel services. Completed August 30, 2002.
2. Finalize inventory of accounts and service level needs. Completed September 16, 2002.
3. Hire contract services and equipment. Completed October 1, 2002.
4. Prepare routing options and determine equipment, vehicles, and personnel requirements. Completed October 4, 2002.
5. Bid equipment and vehicles . Completed October 11, 2002
6. Hire and train necessary staff. Completed January 3, 2003.
7. Equipment and vehicles delivered. Completed January 10, 2003.
8. Install equipment. Completed January 20, 2003.
9. Begin service. Completed January 21, 2003.

Option 2, Twelve Month Transition.

1. Finalize inventory of accounts and service level needs. Completed January 20, 2003.
2. Prepare routing options and determine equipment, vehicles, and personnel requirements. Completed February 3, 2003.
3. Bid equipment and vehicle. Completed April 4, 2003.
4. Hire and train necessary staff. Completed August 1, 2003.
5. Equipment and vehicles delivered. Completed August 1, 2003.
6. Install equipment. Completed August 19, 2003.
7. Begin service. Completed August 20, 2003.

Recommendation

Staff Option 2 and recommends approval of the resolution setting forth this Plan of Action.

RESOLUTION NO. 131-02

A RESOLUTION ADOPTING AN ACTION PLAN FOR THE IMPLEMENTATION OF A CONSOLIDATED WASTE MANAGEMENT PROGRAM; AND AUTHORIZING COMPETITIVE BIDDING FOR HAULING SERVICES AND CONTAINER RENTAL TO ACHIEVE SHORT-TERM IMPLEMENTATION OF THE PLAN.

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 adopts an Action Plan for the implementation of a Consolidated Waste Management Program, as set forth in Option 2 of Attachment "A," attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby authorizes competitive bidding for hauling services and container rental to achieve short-term implementation of the plan.

PASSED and **APPROVED** this 20th day of August, 2002.

APPROVED:

By: _____
DAN COODY, Mayor

FAYETTEVILLE

ATTEST

By: _____
HEATHER WOODRUFF, City Clerk

Date: 3/4/2003

# of Pages 11

To: Willie Newman

From: Sondra E. Smith
City Clerk
City of Fayetteville

Company:

Phone: 601-2390

Phone: 575-8323

Fax: 872-0548

Fax: 718-7695

Message: Here is a copy of the agenda item on compactor and dropbox business expansion.

Have a great day!

Sondra E. Smith

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN INCREASED CAPITAL EXPENDITURE BUDGET IN THE AMOUNT OF $1,057,500.00 FOR OPEN TOP CONTAINERS, COMPACTORS AND FOUR ROLL-OFF TRUCKS IN ORDER FOR THE CITY TO SERVICE ALL FAYETTEVILLE COMMERCIAL CUSTOMERS' SOLID WASTE NEEDS

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 the additional capital expenditure of $1,057,500.00 for the purchase of open top containers, compactors and four roll-off trucks pursuant to the January 31, 2003 memo from Travis Dotson in order for the Solid Waste Division to service all of Fayetteville commercial customers' solid waste needs (except for hazardous and special handling materials).

PASSED and **APPROVED** this the 15th day of April, 2003.

APPROVED:

By: DRAFT
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE SEVEN ADDITIONAL FULL TIME EMPLOYEES AS NEEDED TO IMPLEMENT SOLID WASTE SERVICE FOR ALL COMMERCIAL BUSINESSES IN FAYETTEVILLE

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 authorizes the increased staffing and hiring of seven additional full time employees in the Solid Waste Division as needed to implement solid waste service for all commercial businesses in Fayetteville.

PASSED and **APPROVED** this the 15th day of April, 2003.

APPROVED:

By: DRAFT
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 501-575-8264

ENGINEERING DIVISION CORRESPONDENCE

TO:	City Council Members
FROM:	Matt Casey P.E., Staff Engineer MC
DATE:	April 15, 2003
SUBJECT:	Jackson Place PZD

Some questions were asked at the agenda session last week concerning the drainage and tree preservation for the Jackson Place PZD. The original drainage design for the subdivision included a swale that diverted offsite runoff from the east down to the south property line and then to creek that crosses the property. The properties to the south currently have low areas at the north end of their lots where water stands. The construction of this swale might have given these properties the means to drain these areas of standing water from their yards.

During the Subdivision Committee meeting some of the adjacent property owners voiced their concern about the removal of trees to construct the swale. After having the purpose of this swale explained to them, they expressed to the committee that the trees were more important to them than the standing water in their yards. The developer agreed to allow the offsite water to cross his lots and enter the proposed storm sewer in the street instead of constructing the drainage swale. The water crossing these new lots is not significant enough to cause any damage or problems to the homes t hat will be constructed there.

STAFF AGENDA REQUEST FORM

FOR: COUNCIL MEETING OF April 15, 2003

FROM: Dawn Warrick, AICP, Zoning & Development Administrator

THROUGH: Tim Conklin, AICP, Director of Community Planning & Engineering Services

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ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

R-PZD 03-1.00: Planned Zoning District Jackson Place was submitted by Phil Hagan of Crafton, Tull & Associates on behalf of T-Crow, LTD for property located at the south of Skillern Road and east of Crossover Road. The property is zoned A-1, Agricultural and R-1, Low Density Residential and contains approximately 8.37 acres with 14 residential lots proposed.

APPROVED FOR AGENDA:

Dawn D. Warrick — 3/28/03
Zoning & Development Administrator — Date

3-28-03
Director of Community Planning & Engineering Services — Date

D. F. Whitlat — 3/28/03
City Attorney — Date

Hugh Garnett — 3-28-03
Chief Admin. Officer — Date

Dan Cooley — 3/28/03
Mayor — Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Dawn Warrick, AICP, Zoning & Development Administrator
THRU: Tim Conklin, AICP, Director of Community, Planning & Engineering Svcs.
DATE: March 28, 2003

Project: R-PZD 03-1.00: Planned Zoning District (Jackson Place, pp 255) was submitted by Phil Hagan of Crafton, Tull & Associates on behalf of T-Crow, LTD for property located south of Skillern Road and east of Crossover Road. The property is zoned A-1, Agricultural and R-1, Low Density Residential and contains approximately 8.37 acres with 14 residential lots proposed.

BACKGROUND
The proposal is for a 14 lot R-PZD. There is floodplain and wetlands on site which are located to the west, which is at the rear of residential lots. A detention pond will be constructed in the floodplain. Some filling will be done in order to make the lots have 6,000 square feet outside of the floodplain. Street improvements are planned to Old Wire Road to include the addition of curb, gutter, and storm drainage. A new street is proposed with water and sewer extensions. The proposal meets all R-1 zoning requirements with the exception of lot width. Lots 6, 7 and 8 are not 70 feet in width at the front building setback as required in an R-1 district. However, staff has found that the lots are still adequate to build the proposed residential structures. Draft Covenants have been submitted with restrictions similar to those of the Brookbury subdivision located to the south. This item must also be heard at City Council pursuant to the requirements for a PZD.

CURRENT STATUS
On March 24, 2003, the Planning Commission voted 9-0-0 to forward this item to the City Council with a recommendation for approval of the R-PZD zoning contingent upon the approved development plan.

RECOMMENDATION
Staff recommends approval of the requested R-PZD.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: **Mayor Dan Coody**
Fayetteville City Council
FROM: **Dawn Warrick, AICP, Zoning & Development Administrator**
THRU: **Tim Conklin, AICP, Director of Community, Planning & Engineering Svcs.**
DATE: **March 28, 2003**

Project: R-PZD 03-1.00: Planned Zoning District (Jackson Place, pp 255) was submitted by Phil Hagan of Crafton, Tull & Associates on behalf of T-Crow, LTD for property located south of Skillern Road and east of Crossover Road. The property is zoned A-1, Agricultural and R-1, Low Density Residential and contains approximately 8.37 acres with 14 residential lots proposed.

BACKGROUND
The proposal is for a 14 lot R-PZD. There is floodplain and wetlands on site which are located to the west, which is at the rear of residential lots. A detention pond will be constructed in the floodplain. Some filling will be done in order to make the lots have 6,000 square feet outside of the floodplain. Street improvements are planned to Old Wire Road to include the addition of curb, gutter, and storm drainage. A new street is proposed with water and sewer extensions. The proposal meets all R-1 zoning requirements with the exception of lot width. Lots 6, 7 and 8 are not 70 feet in width at the front building setback as required in an R-1 district. However, staff has found that the lots are still adequate to build the proposed residential structures. Draft Covenants have been submitted with restrictions similar to those of the Brookbury subdivision located to the south. This item must also be heard at City Council pursuant to the requirements for a PZD.

CURRENT STATUS
On March 24, 2003, the Planning Commission voted 9-0-0 to forward this item to the City Council with a recommendation for approval of the R-PZD zoning contingent upon the approved development plan.

RECOMMENDATION
Staff recommends approval of the requested R-PZD.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED JACKSON PLACE (R-PZD 03-01.00) LOCATED SOUTH OF SKILLERN ROAD AND EAST OF CROSSOVER ROAD; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ACCORDING TO THE ASSOCIATED DEVELOPMENT PROJECT AS APPROVED BY THE PLANNING COMMISSION.

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 R-1, Low Density Residential and A-1, Agricultural to R-PZD 03-01.00 as shown in Exhibit "A" attached hereto and made a part hereof.

Section 2. **That the change in zoning classification is based upon the approved master development plan and development standards as shown on the preliminary plat for Jackson Place and approved by the Planning Commission on March 24, 2003.**

Section 3. **That this ordinance shall not take effect and be in full force until approval of the final plat for the subdivision.**

Section 4. **That all conditions of approval of the subdivision as approved by the Planning Commission shall be satisfied prior to the issuance of a final plat.**

Section 5. **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:

By:_____
DAN COODY, Mayor

By: _____
Sondra Smith, City Clerk

EXHIBIT "A"
PROPERTY TO BE REZONED
JACKSON PLACE R-PZD 03-1.00

PART OF THE SOUTH HALF (S ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 31 IN TOWNSHIP 17 NORTH OF RANGE 29 WEST OF THE 5TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF THE SE ¼ OF THE NW ¼ OF SAID SECTION 31, BEING A FOUND PK NAIL IN THE LOCATION AS SHOWN ON A SURVEY PLAT RECORDED AS LAND RECORD DOCUMENT #96-016141;
THENCE S89°33'44"E ALONG THE NORTH LINE OF SAID 80 ACRE TRACT 119.66 FEET TO THE EXTENSION OF AN EXISTING WOOD RAIL FENCE;
THENCE S00°04'00"E 32.85 FEET TO A POINT IN THE CENTER OF SKILLERN ROAD FOR THE TRUE POINT OF BEGINNING;
THENCE LEAVING SAID CENTERLINE S00°04'00"E AND ALONG A WOOD RAIL FENCE 646.14 FEET; THENCE N89°34'22"W 540.71 FEET TO A FOUND IRON PIN; THENCE N00°01'40"E 679.08 FEET TO THE NORTH LINE OF THE SW ¼ OF THE NW ¼ OF SAID SECTION 31, SAID POINT BEING IN OLD WIRE ROAD AND FROM WHICH A REFERENCE IRON BEARS S00°01'40"W 25.68 FEET;
THENCE S89°33'44"E ALONG SAID NORTH LINE 419.94 FEET TO THE NE CORNER OF THE SW ¼ OF THE NW ¼ OF SAID SECTION 31;
THENCE S89°33'44"E 21.83 FEET TO THE CENTER OF SKILLERN ROAD;
THENCE ALONG THE CENTERLINE OF SKILLERN ROAD THE FOLLOWING BEARINGS AND DISTANCES: S54°43'46"E 34.25 FEET; S75°09'18"E 42.07 FEET; S84°03'35"E 29.39 FEET TO THE POINT OF BEGINNING, CONTAINING 8.37 ACRES, MORE OR LESS. THE ABOVE DESCRIBED TRACT BEING LOCATED IN THE CITY OF FAYETTEVILLE, WASHIGNTON COUNTY, ARKANSAS AND IS SUBJECT TO THE RIGHT OF WAY OF OLD WIRE ROAD AND SKILLERN ROAD ALONG THE ENTIRE NORTH BOUNDARY, AND TO ALL EASEMENTS OR RIGHTS OF WAY OF RECORD OR FACT.

R-PZD 03-1.00: Planned Zoning District (Jackson Place, pp 255) was submitted by Phil Hagan of Crafton, Tull & Associates on behalf of T-Crow, LTD for property located at the southeast corner of Crossover and Skillern Road. The property is zoned A-1, Agricultural and R-1, Low Density Residential and contains approximately 8.37 acres with 14 residential lots proposed.

Aviles: Next on our agenda this evening is R-PZD 03-1.00 for Jackson Place submitted by Phil Hagan of Crafton, Tull & Associates on behalf of T-Crow Ltd. for property located at the southeast corner of Crossover and Skillern. The property is zoned A-1, Agricultural and R-1, Low Density Residential and contains approximately 8.37 acres with 14 residential lots proposed. There are 15 conditions of approval. Ten through fifteen are standard. Do we have signed conditions?

Edwards: We do not.

Aviles: Thank you. Sara, can you give us the staff report please?

Edwards: Yes. This is an R-PZD, which incorporates both the subdivision approval and a rezoning approval. The proposal is a 14 lot subdivision. Right now it is zoned both R-1 and A-1. There are floodplains and wetlands on the site which are located to the west. The detention pond will be constructed within the floodplain and some filling will be done within the floodplain to allow for the lots to have 6,000 sq.ft. of buildable area. Street improvements are planned for Old Wire Road to include curb, gutter, and storm drainage. A new street is proposed interior to the subdivision with water and sewer extension. The proposal meets all of the R-1 zoning requirements with the exception of lot width. Lots 6, 7, and 8 are not 70' in width at the front building setbacks as required in an R-1 district. However, they will remain buildable for the size of structure that is proposed. Draft covenants have been submitted with restrictions similar to those found in the Brookbury subdivision located to the south. I would like to point out that this item must also be heard at City Council for approval. Tree preservation, right now existing on site is 80.1%, the proposal is for 52.8% to remain. We are recommending that this be forwarded to the City Council with a recommendation of approval of the requested rezoning and that Planning Commission approve the proposed development subject to the conditions as part of this staff report. Also, we have incorporated findings required for a Planned Zoning District and the associated rezoning and found this development to meet all the required findings.

Aviles: Thank you very much. I am going to go ahead and read the conditions of approval. 1) Planning Commission recommendation to the City Council regarding the rezoning of the subject property to the unique district for R-PZD 03-1.00 with all conditions of approval as determined by the

Planning Commission. 2) Planning Commission determination of required off-site improvements. Staff is recommending that curb, gutter, and storm drainage be added to Old Wire Road immediately adjacent to the site. 3) Lots will not be permitted to access Old Wire Road. 4) All signs must be approved by Planning Commission at the time of final plat approval. 5) A final plat must be processed prior to the sale of any lots. 6) All utilities shall be placed underground. 7) An ordinance creating this R-PZD shall be approved by City Council. 8) The detention pond shall be enlarged to allow for the removal of the drainage swale to rear of lots 6 through 8 in order preserve trees and a vegetative buffer along the rear of these lots. 9) Easements along the rear of lots 4 thorough 8 shall be relocated to the fronts of these lots in order to preserve trees and a vegetative buffer along the rear of these lots. 10) Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives. 11) Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements. 12) Payment of parks fees in the amount of $7,215.00 (13 new units @ $555) 13) Sidewalk construction in accordance with current standards to include a minimum six foot sidewalk with a ten foot greenspace along Old Wire and a minimum four foot sidewalk with a six foot greenspace on both sides f the proposed street. 14) Large scale development shall be valid for one calendar year. 15) Prior to the issuance of a building permit the following is required: Grading and drainage permits; Separate easement plat for this project that shall include the tree preservation area. Is the applicant present?

Zimmerman: Hello, my name is Julie Zimmerman with Crafton, Tull & Associates and I am here on behalf of the owner. I don't have a presentation but I will be glad to try to answer any questions you might have.

Aviles: Thank you very much. I will go ahead and take public comment. Is there any member of the public that would like to address us on this Residential Planned Zoning District? Yes, please come up and give us your name, address, and the benefit of your opinion please.

Calloway: My name is Pauline Calloway. My address is 3061 Skillern, which is next door to this property. I don't like the idea of a concrete fence so that would be one thing I would want to know about if they were going to put a concrete fence up. I know that is the other one.

Aviles: No, I don't think we have one proposed for this.

Calloway: Another thing that I'm not sure about is the trees. Some of the trees are very, very large and even though they are not on my property they are toward the back of my property and I am wondering if they are going to be gone. Someone from some place up here was going to come out and walk the property with me and we were going to discuss some of these things. The lines are going to be underground is that right? The house nearest the street, I don't see how it can be as large as they say the house is going to be on this small of a lot. Also, that brings to mind, if they straighten that road out and they put the stop signs on Old Wire, Skillern Road they already drive very, very fast and if that road is straightened out with stop signs I don't know how the people will ever get out.

Aviles: We actually went through this at agenda and I remember the intersection pretty well. Do you have any other questions?

Calloway: No.

Aviles: We will try to go through those and have the applicant and the staff answer your concerns.

Calloway: Ok.

Aviles: Thank you very much. Is there any other member of the public that would like to address on this Planned Zoning District?

Quattlebaum: My name is Charlotte Quattlebaum, I live at 3040 Summershade Drive. I am actually Ms. Calloway's backdoor neighbor. I had two concerns on the property. One is drainage. There is a small drainage area on Ms. Calloway's property and it is about 10' back from my property that drains down into this area. Our biggest concern is that that drainage area still goes, that it will drain out into that creek and doesn't back up into the property. The second one was the tree cover with the large trees that are at the back of the property. Phil Hagan did volunteer to walk that property but that property has quite a bit of water on it right now. We are wanting to follow up with them on that and to do over the trees that would be removed as well as how that drainage is going to work flowing down to the creek.

Aviles: Thank you. I will close public comment now. Would you like to go ahead and respond to these questions?

Zimmerman: For the comment about the drainage ditch along the south side of the property, it was one of the concerns, I believe Sam Turner is also a property owner along the south side and he was more concerned about saving the trees rather than the drainage issue so we proposed to remove the swale along the south property line and locate any proposed utilities to

the front of the lots of 4, 5, 6, 7, and 8 and save the trees rather than the drainage swale and then we will try to collect as much offsite drainage as we can in the street and upsize the storm sewer and the detention pond if necessary. It is basically we will do either thing, we will either work on saving the trees or we will keep the drainage swale, whichever you want us to do.

Aviles: That can be a dynamic process during the design of this development?

Zimmerman: Yes.

Aviles: Sara, can you add to that about the intersection?

Edwards: I did also talk to Perry about this issue today and what we will do as a city is go ahead and place a stop sign on Old Wire and at the entrance to this development as well as leave the one on Skillern Road until we can determine what the best thing will be and if there are some intersection redesign that needs to be done we need to look at that. For right now we are willing to leave that stop sign to control speeds.

Estes: From the plat material that we have I notice that we have before us Jackson Place a Planned Zoning District Bentonville, Arkansas. I think it is a splendid idea that we exercise superintendence authority over Bentonville I just wanted to know what is our statutory authority for doing so.

Zimmerman: That was a little accident.

Aviles: I assume you will get a new cover sheet before this goes any further.

Zimmerman: Definitely.

Shackelford: Sara, on the stop sign issue, you said there would be a stop sign on Old Wire Road. Will that be a stop sign for traffic that is coming south on Old Wire Road as well as traffic that is going east? Will there be two stop signs there or will there be one?

Edwards: It will be for traffic going south.

Shackelford: So the traffic coming off of Hwy. 265 and going east, if they are continuing on through that S corner they will not have a stop sign correct?

Edwards: That is right.

Hoover: I have a comment, I was reading carefully through the notes here and I wish I would've noticed this earlier, I would like staff to confirm this and

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talk about this a little bit here. It says that maximum density served by a cul-de-sac is 40 units, this is a requirement we have in our PZD? I am just curious because now I am relating it something else that came through tonight.

Conklin: We have a Residential street that states a maximum 24 hour volume is 300 to 500 vehicles per day. A single-family home produces about 10 trips per day so it is within that range.

Hoover: You are saying that is how we determined to establish 40 units is the maximum number we could put on a cul-de-sac?

Conklin: That is similar to our Master Street Plan standard.

Aviles: Commissioners? I will go ahead and make a motion to approve this PZD subject to all staff comments. You have not signed those, do you have any questions about any of those?

Zimmerman: No, I did fax it back.

Aviles: Ok, so we will go ahead with the 15 conditions as stated in the agenda. I am making this motion because every since I joined the Planning Commission however many years ago I have been looking for a PZD and it is my pleasure to make a motion to approve one before I'm off. With that being said I will make a motion.

Ward: I will second.

Aviles: I have a second by Commissioner Ward.

Shackelford: I am still somewhat concerned about traffic on that corner. If you are coming east on Old Wire and you don't have a stop sign and you are coming through an intersection where there are stop signs from two directions I am still not sure that we have alleviated the situation of trying to get off of Skillern Road and out of this neighborhood. Obviously this goes beyond this development and we don't need to slow down this development for this question but at what point will the city readdress that issue and look at the overall safety of that intersection?

Edwards: Our Traffic Superintendent, Perry Franklin, wants to leave the stop sign on Skillern while we look at how it works with this new street coming in. We are not willing to make a final commitment as to how that intersection design will work until we see how that functions. Long term our goal is to keep the traffic free flowing on Skillern. Once we get it better designed we are going to need to narrow that intersection.

Shackelford: Thank you.

Aviles: Is there anybody else?

Ostner: I have a question. I am not certain but it looks like this street is 24' wide curb to curb. I wanted to thank you for that. That is an option, you could've gone bigger and I think that is the way to go. I appreciate that.

Aviles: Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to approve R-PZD 03-1.00 was approved by a vote of 9-0-0.

Aviles: The motion carries unanimously. Thank you.

PC Meeting of March 24, 2003

FAYETTEVILLE

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

Jackson Place, R-PZD

TO: Fayetteville Planning Commission Members
THRU: Dawn Warrick, Zoning and Development Administrator, A.I.C.P.
FROM: Sara Edwards, Associate Planner
Matt Casey P.E. Staff Engineer
DATE: March 24, 2003

Project: R-PZD 03-1.00: Planned Zoning District (Jackson Place, pp 255) was submitted by Phil Hagan of Crafton, Tull & Associates on behalf of T-Crow, LTD for property located at the southeast corner of Crossover and Skillern Road. The property is zoned A-1, Agricultural and R-1, Low Density Residential and contains approximately 8.37 acres with 14 residential lots proposed.

Findings: The proposal is for a 14 lot R-PZD. There is floodplain and wetlands on site which are located to the west, which is at the rear of residential lots. A detention pond will be constructed in the floodplain. Some filling will be done in order to make the lots have 6,000 square feet outside of the floodplain. Street improvements are planned to Old Wire Road to include the addition of curb, gutter, and storm drainage. A new street is proposed with water and sewer extensions. The proposal meets all R-1 zoning requirements with the exception of lot width. Lots 6, 7 and 8 are not 70 feet in width at the front building setback as required in an R-1 district. However, staff has found that the lots are still adequate to build the proposed residential structures. Draft Covenants have been submitted with restrictions similar to those of the Brookbury subdivision located to the south. This item must also be heard at City Council pursuant to the requirements for a PZD.

Tree Preservation: Existing: 80.1%
Proposed: 52.8%

Recommendation: Forward to City Council with recommendation of approval of the requested rezoning.

Planning Commission approval of the proposed development subject to the conditions listed below.

Conditions to Address / Discuss:

1. Planning Commission recommendation to the City Council regarding the rezoning of the subject property to the unique district for R-PZD 03-1.00 with all conditions of approval as determined by the Planning Commission.

2. Planning Commission determination of required off-site improvements. Staff is recommending that curb, gutter, and storm drainage be added to Old Wire Road immediately adjacent to the site.

3. Lots will not be permitted to access Old Wire Road.

4. All signs must be approved by Planning Commission at the time of final plat approval.

5. A final plat must be processed prior to the sale of any lots.

6. All utilities shall be placed underground.

7. An ordinance creating this R-PZD shall be approved by City Council.

8. The detention pond shall be enlarged to allow for the removal of the drainage swale to rear of lots 6 through 8 in order preserve trees and a vegetative buffer along the rear of these lots.

9. Easements along the rear of lots 4 thorough 8 shall be relocated to the fronts of these lots in order to preserve trees and a vegetative buffer along the rear of these lots.

Standard Conditions of Approval:

10. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications)

11. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.

12. Payment of parks fees in the amount of $7,215.00 (13 new units @ $555)

13. Sidewalk construction in accordance with current standards to include a minimum six foot sidewalk with a ten foot greenspace along Old Wire and a minimum four foot sidewalk with a six foot greenspace on both sides f the proposed street.

14. Large scale development shall be valid for one calendar year.

15. Prior to the issuance of a building permit the following is required:
    a. Grading and drainage permits
    b. Separate easement plat for this project that shall include the tree preservation area.

c. Project Disk with all final revisions
d. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by §158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy
e. Parks fees paid and/or deed recorded and copy received.

Background:

The project was reviewed at the February 26, 2003 Technical Plat Review and the March 13, 2003 Subdivision Committee Meeting.

Discussion at the Subdivision Committee meeting included the common area, location of utilites, drainage, and street improvements.

The Subdivision Committee forwarded the Residential Planned Zoning District to the full Planning Commission subject to all staff comments.

PLANNING COMMISSION ACTION: **__yes__Required**
_____Approved _____Denied

Date: _____
Comments:

_____

_____

CITY COUNCIL ACTION: **__yes__Required**
_____Approved _____Denied

Date: _____
Comments:

_____

_____

The "CONDITIONS OF APPROVAL", beginning on page one of this report, are accepted in total without exception by the entity requesting approval of this development item.

_____
By

_____
Title

_____
Date

Findings associated with R-PZD 03-1.00

Sec. 166.06. Planned Zoning Districts (PZD).

(B) *Development standards, conditions and review guidelines*

(1) *Generally.* The Planning Commission shall consider a proposed PZD in light of the purpose and intent as set forth in Chapter 161 Zoning Regulations, and the development standards and review guidelines set forth herein. Primary emphasis shall be placed upon achieving compatibility between the proposed development and surrounding areas so as to preserve and enhance the neighborhood. Proper planning shall involve a consideration of tree preservation, water conservation, preservation of natural site amenities, and the protection of watercourses from erosion and siltation. The Planning Commission shall determine that specific development features, including project density, building locations, common usable open space, the vehicular circulation system, parking areas, screening and landscaping, and perimeter treatment shall be combined in such a way as to further the health, safety, amenity and welfare of the community. To these ends, all applications filed pursuant to this ordinance shall be reviewed in accordance with the same general review guidelines as those utilized for zoning and subdivision applications.

FINDING: The proposal includes residential development with lots and structures similar in size to the adjacent neighborhood to the south. Tree preservation has been considered with 51.4% of the existing canopy to remain after the infrastructure is completed. The Landscape Administrator has recommended approval of the associated tree preservation plan. There is no development planned within the floodway with some fill to be placed in the floodplain associated with lot development and construction of the detention pond. Proper erosion control and siltation methods will be utilized and final design will be completed prior to permitting.

(2) *Screening and landscaping.* In order to enhance the integrity and attractiveness of the development, and when deemed necessary to protect adjacent properties, the Planning Commission shall require landscaping and screening as part of a PZD. The screening and landscaping shall be provided as set forth in §166.09 Buffer Strips and Screening. As part of the development plan, a detailed screening and landscaping plan shall be submitted to the Planning Commission. Landscape plans shall show the general location, type and quality (size and age) of plant material. Screening plans shall include typical details of fences, berms and plant material to be used.

FINDING: Due to surrounding residential uses no screening has been proposed.

(3) *Traffic circulation.* The following traffic circulation guidelines shall apply:

(a) The adequacy of both the internal and external street systems shall be reviewed in

light of the projected future traffic volumes.

(b) The traffic circulation system shall be comprised of a hierarchal scheme of local collector and arterial streets, each designed to accommodate its proper function and in appropriate relationship with one another.

(c) Design of the internal street circulation system must be sensitive to such considerations as safety, convenience, separation of vehicular and pedestrian traffic, general attractiveness, access to dwelling units and the proper relationship of different land uses.

(d) Internal collector streets shall be coordinated with the existing external street system, providing for the efficient flow of traffic into and out of the planned zoning development.

(e) Internal local streets shall be designed to discourage through traffic within the planned zoning development and to adjacent areas.

(f) Design provisions for ingress and egress for any site along with service drives and interior circulation shall be that required by Chapter 166 Development of this code.

FINDING: The interior street has been designed to residential street standards which is adequate to serve the 14 lots proposed. Old Wire Road is a minor arterial and is being improved as part of this development. Sidewalks are proposed along Old Wire Road and both sides of the proposed residential street. The residential street will end in a cul-de-sac which will not allow for through traffic but will provide for adequate access for service vehicles.

(4) *Parking standards.* The off-street parking and loading standards found in Chapter 172 Parking and Loading shall apply to the specific gross usable or leasable floor areas of the respective use areas.

FINDING: Off-street parking is not required for single family residential development.

(5) *Perimeter treatment.* Notwithstanding any other provisions of a planned zoning district, all uses of land or structures shall meet the open space, buffer or green strip provisions of this chapter of this code.

FINDING: Buffers and screening are not required between single family residential developments.

(6) *Sidewalks.* As required by §166.03.

FINDING: Sidewalks are proposed in conformance with current standards.

(7) *Street Lights.* As required by §166.03.

FINDING: Street lights are proposed in conformance with current standards.

(8) *Water.* As required by §166.03.

FINDING: Water is proposed in conformance with current standards

(9) *Sewer.* As required by §166.03.

FINDING: Sewer is proposed in conformance with current standards

(10) *Streets and Drainage.* Streets within a residential PZD may be either public or private.

(a) *Public Streets.* Public streets shall be constructed according to the adopted standards of the City.

(b) *Private Streets.* Private streets within a residential PZD shall be permitted subject to the following conditions:

(i) Private streets shall be permitted for only a loop street, or street ending with a cul-de-sac. Any street connecting one or more public streets shall be constructed to existing City standards and shall be dedicated as a public street.

(ii) Private streets shall be designed and constructed to the same standards as public streets with the exceptions of width and cul-de-sacs as noted below.

(iii) All grading and drainage within a Planned Zoning District including site drainage and drainage for private streets shall comply with the City's Grading (Physical Alteration of Land) and Drainage (Storm water management) Ordinances. Open drainage systems may be approved by the City Engineer.

(iv) Maximum density served by a cul-de-sac shall be 40 units. Maximum density served by a loop street shall be 80 units.

(v) The plat of the planned development shall designate each private street as a "private street."

(vi) Maintenance of private streets shall be the responsibility of the developer or of a neighborhood property owners association (POA) and shall not be the responsibility of the City. The method for maintenance and a maintenance fund shall

be established by the PZD covenants. The covenants shall expressly provide that the City is a third party beneficiary to the covenants and shall have the right to enforce the street maintenance requirements of the covenants irrespective of the vote of the other parties to the covenants.

(vii) The covenants shall provide that in the event the private streets are not maintained as required by the covenants, the City shall have the right (but shall not be required) to maintain said streets and to charge the cost thereof to the property owners within the PZD on a pro rata basis according to assessed valuation for ad valorem tax purposes and shall have a lien on the real property within the PZD for such cost. The protective covenants shall grant the City the right to use all private streets for purposes of providing fire and police protection, sanitation service and any other of the municipal functions. The protective covenants shall provide that such covenants shall not be amended and shall not terminate without approval of the City Council.

(viii) The width of private streets may vary according to the density served. The following standard shall be used:

Paving Width
(No On-Street Parking)

Dwelling Units	One-Way	Two-Way
1 - 20	14'	22'
21+	14'	24'

***Note:** If on-street parking is desired, 6 feet must be added to each side where parking is intended.

(ix) All of the traffic laws prescribed by Title VII shall apply to traffic on private streets within a PZD.

(x) There shall be no minimum building setback requirement from a private street.

(xi) The developer shall erect at the entrance of each private street a rectangular sign, not exceeding 24 inches by 12 inches, designating the street a "private street" which shall be clearly visible to motor vehicular traffic.

FINDING: A public residential street is proposed which conforms to current standards.

(11) *Construction of nonresidential facilities.* Prior to issuance of more than eight building

permits for any residential PZD, all approved nonresidential facilities shall be constructed. In the event the developer proposed to develop the PZD in phases, and the nonresidential facilities are not proposed in the initial phase, the developer shall enter into a contract with the City to guarantee completion of the nonresidential facilities.

FINDING: There are no non-residential facilities proposed.

(12) *Tree preservation.* All PZD developments shall comply with the requirements for tree preservation as set forth in Chapter 167 Tree Preservation and Protection. The location of trees shall be considered when planning the common open space, location of buildings, underground services, walks, paved areas, playgrounds, parking areas, and finished grade levels.

FINDING: Please see attached memo form the Landscape Administrator

(13) *Commercial design standards.* All PZD developments that contain office or commercial structures shall comply with the commercial design standards as set forth in §166.14 Site Development Standards and Construction and Appearance Design Standards for Commercial Structures.

FINDING: There are no office or commercial structures proposed.

(14) *View protection.* The Planning Commission shall have the right to establish special height and/or positioning restrictions where scenic views are involved and shall have the right to insure the perpetuation of those views through protective covenant restrictions.

FINDING: N/A

(E) *Revocation.*

(1) *Causes for revocation as enforcement action.* The Planning Commission may recommend to the City Council that any PZD approval be revoked and all building or occupancy permits be voided under the following circumstances:

(a) *Building permit.* If no building permit has been issued within the time allowed.

(b) *Phased development schedule.* If the applicant does not adhere to the phased development schedule as stated in the approved development plan.

(c) *Open space and recreational facilities.* If the construction and provision of all common open spaces and public and recreational facilities which are shown on the final plan are proceeding at a substantially slower rate than other project components.

Planning staff shall report the status of each ongoing PZD at the first regular meeting of each quarter, so that the Planning Commission is able to compare the actual development accomplished with the approved development schedule. If the Planning Commission finds that the rate of construction of dwelling units or other commercial or industrial structures is substantially greater than the rate at which common open spaces and public recreational facilities have been constructed and provided, then the Planning Commission may initiate revocation action or cease to approve any additional final plans if preceding phases have not been finalized. The city may also issue a stop work order, or discontinue issuance of building or occupancy permits, or revoke those previously issued.

(2) *Procedures.* Prior to a recommendation of revocation, notice by certified mail shall be sent to the landowner or authorized agent giving notice of the alleged default, setting a time to appear before the Planning Commission to show cause why steps should not be made to totally or partially revoke the PZD. The Planning Commission recommendation shall be forwarded to the City Council for disposition as in original approvals. In the event a PZD is revoked, the City Council shall take the appropriate action in the city clerk's office and the public zoning record duly noted.

(3) *Effect.* In the event of revocation, any completed portions of the development or those portions for which building permits have been issued shall be treated to be a whole and effective development. After causes for revocation or enforcement have been corrected, the City Council shall expunge such record as established above and shall authorize continued issuance of building permits.

(F) *Covenants, trusts and homeowner associations.*

(1) *Legal entities.* The developer shall create such legal entities as appropriate to undertake and be responsible for the ownership, operation, construction, and maintenance of private roads, parking areas, common usable open space, community facilities, recreation areas, building, lighting, security measure and similar common elements in a development. The city encourages the creation of homeowner associations, funded community trusts or other nonprofit organizations implemented by agreements, private improvement district, contracts and covenants. All legal instruments setting forth a plan or manner of permanent care and maintenance of such open space, recreation areas and communally-owned facilities shall be approved by the City Attorney as to legal form and effect, and by the Planning Commission as to the suitability for the proposed use of the open areas. The aforementioned legal instruments shall be provided to the Planning Commission together with the filing of the

final plan, except that the Guarantee shall be filed with the preliminary plan or at least in a preliminary form.

(2) *Common areas.* If the common open space is deeded to a homeowner association, the developer shall file with the plat a declaration of covenants and restrictions in the Guarantee that will govern the association with the application for final plan approval. The provisions shall include, but not necessarily be limited to, the following:

(a) The homeowner's association must be legally established before building permits are granted.
(b) Membership and fees must be mandatory for each home buyer and successive buyer.

(c) The open space restrictions must be permanent, rather than for a period of years.

(d) The association must be responsible for the maintenance of recreational and other common facilities covered by the agreement and for all liability insurance, local taxes and other public assessments.

(e) Homeowners must pay their pro rata share of the initial cost; the maintenance assessment levied by the association must be stipulated as a potential lien on the property.

FINDING: The proposed covenants have been submitted which establish a property owners association with responsibility for maintenance of the common area.

Sec. 161.25 Planned Zoning District

(A) Purpose. The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals.

(1) Flexibility. Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.

(2) Compatibility. Providing for compatibility with the surrounding land uses.

(3) Harmony. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.

(4) Variety. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.

(5) No negative impact. Does not have a negative effect upon the future development of the area;

(6) Coordination. Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.

(7) Open space. Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.

(8) Natural features. Maximum enhancement and minimal disruption of existing natural features and amenities.

(9) General Plan. Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.

(10) Special Features. Better utilization of sites characterized by special features of geographic location, topography, size or shape.

FINDING: The proposal is for a single use residential development. The rezoning of the property to a planned zoning district may be deemed appropriate due the compatibility of the proposal with adjacent properties.

(B) Rezoning. Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.

FINDING: Staff has reviewed the proposed development with regard to findings necessary for rezoning requests. Those findings are attached to this report. An ordinance will be drafted in order to create this Planned Zoning District which will incorporate all conditions placed on the project by the Planning Commission. Covenants provided by the developer will be included in the PZD ordinance. This ordinance will be forwarded to the City Council for approval.*

(C) R - PZD, Residential Planned Zoning District.

(1) Purpose and intent. The R-PZD is intended to accommodate mixed-use or clustered residential developments and to accommodate single-use residential developments that are determined to be more appropriate for a PZD application than a general residential rezone. The legislative purposes, intent, and application of this district include, but are not limited to, the following:

(a) To encourage a variety and flexibility in land development and land use for predominately residential areas, consistent with the city's General Plan and the orderly development of the city.

(b) To provide a framework within which an effective relationship of different land uses and activities within a single development, or when considered with abutting parcels of land, can be planned on a total basis.

(c) To provide a harmonious relationship with the surrounding development, minimizing such influences as land use incompatibilities, heavy traffic and congestion, and excessive demands on planned and existing public facilities.

(d) To provide a means of developing areas with special physical features to enhance natural beauty and other attributes.

(e) To encourage the efficient use of those public facilities required in connection with new residential development.

FINDING: The proposal provides a harmonious relationship with surrounding development by providing compatible residential development while efficiently providing city services by constructing a single street with adjacent water and sewer lines. The residential street provides a way for service vehicles to serve the site from a residential street rather than from Old Wire Road, a minor arterial. The stream on site is not being disturbed and will be protected from erosion and siltation during site development.

(2) Permitted uses.

Unit 1 City-wide uses by right
Unit 2 City-wide uses by conditional use permit
Unit 3 Public protection and utility facilities
Unit 4 Cultural and recreational facilities
Unit 5 Government facilities
Unit 8 Single-family dwellings
Unit 9 Two-family dwellings

Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Professional offices
Unit 26	Multi-family dwellings

FINDING: The proposal is for Use Unit 8 Single-family dwellings, which is a permitted use in an R-PZD.

(3) Condition. In no instance shall the residential use area be less than fifty-one percent (51%) of the gross floor area within the development.

FINDING: The proposed development meets this requirement with 100% of the gross floor area to be used for residential purposes.
***Required Findings for Rezoning Request.**

RECOMMENDATION:
Staff recommends approval of the requested rezoning based on the findings included as part of this report.

LAND USE PLAN: General Plan 2020 designates this site Residential. Rezoning this property to R-PZD03-1.00 is consistent with the land use plan and compatible with surrounding land uses in the area.

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 proposed zoning is consistent with the General Plan 2020 which designates the site Residential. This is also consistent with current land use planning objectives, principles and policies and with land use and zoning plans.**

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

Finding: **The proposed zoning is justified in that the majority of the site is currently zoned for residential purposes with areas on the south and east sides located**

within the A-1, Agricultural zoning district. Surrounding uses are residential and are compatible with the proposed planned zoning district.

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

Finding: **The proposed zoning will not create or appreciably increase traffic danger and congestion. Improvements to the intersection of Skillern and Old Wire Roads which will be installed as a part of this development will alleviate some of the existing traffic congestion in this area.**

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: **The proposed zoning will provide 14 single family residential lots. The average number of persons per unit in Fayetteville is 2.21, this will equate to approximately 31 additional persons in this area. This increase in population will not alter the population density in a manner which undesirably increases the load on public services including schools, water, and sewer facilities.**

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**

PZD03-1.00

Close Up View

JACKSON PLACE

SUBJECT PROPERTY

OLD WIRE RD

CROSSOVER RD

SKILLERN RD

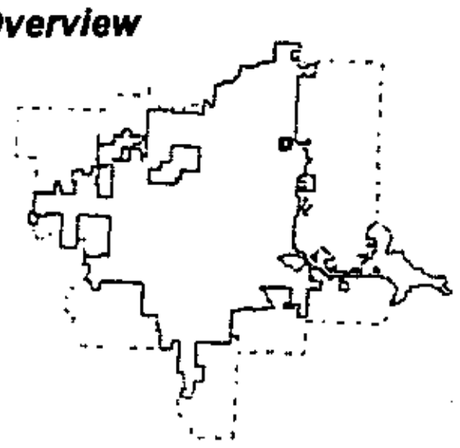
SUMMERSHADE DR

R-1

A-1

R-O

Overview



Legend

Subject Property
PZD03-1.00

Streets
Existing
Planned

Boundary
Planning Area
Overlay District
City Limits
Outside City

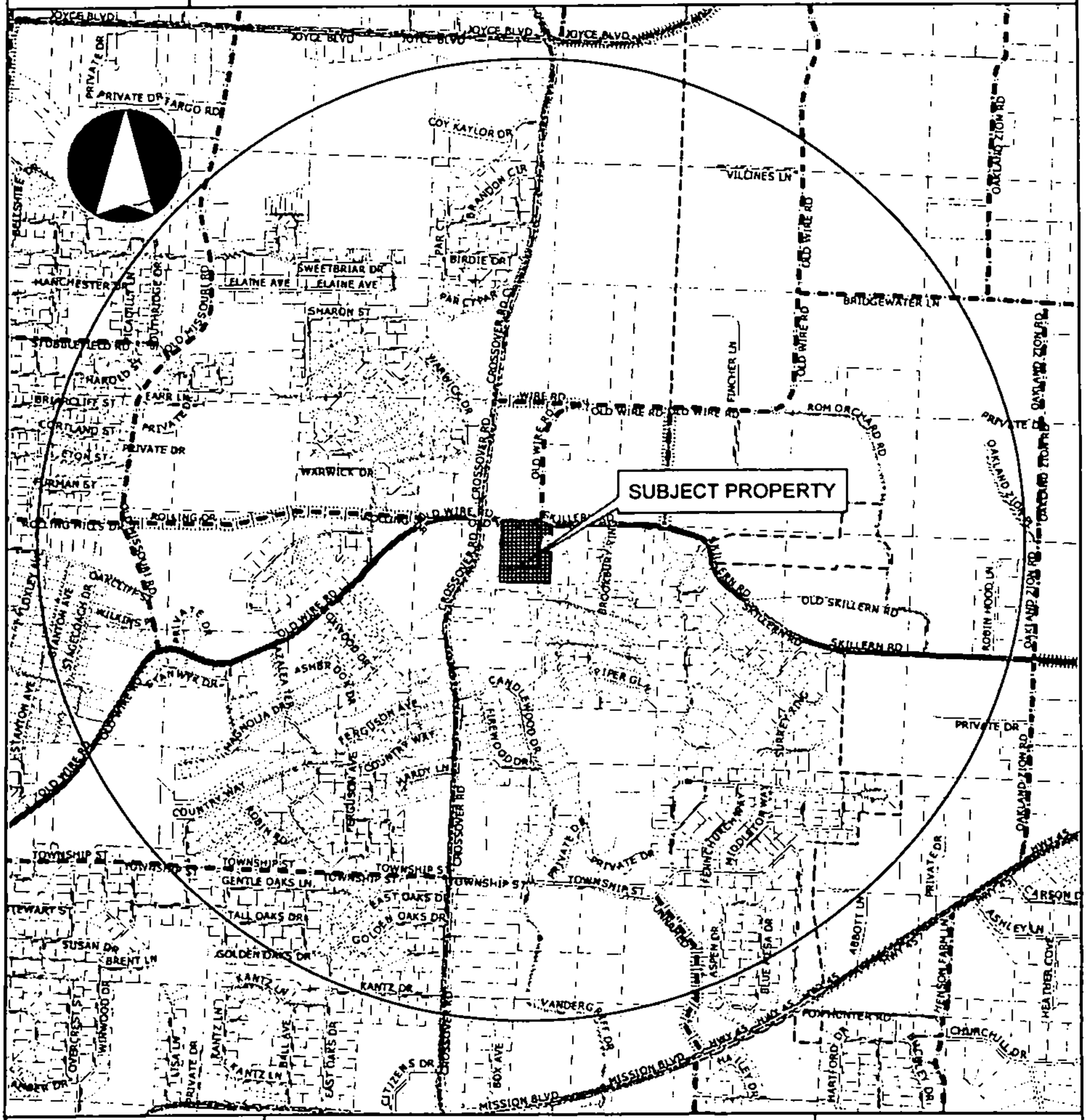
Master Street Plan
Freeway/Expressway
Principal Arterial
Minor Arterial
Collector
Historic Collector

0 75 150 300 450 600 Feet

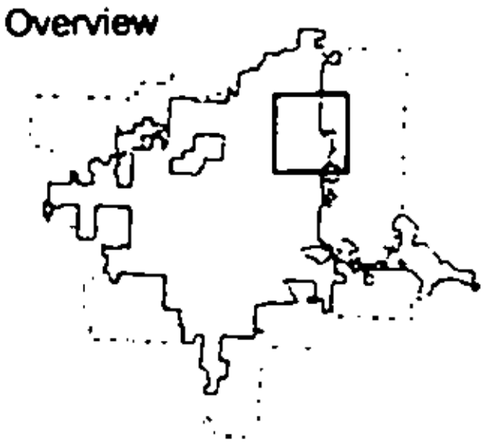
PZD03-1.00

One Mile View

JACKSON PLACE



Overview



Legend

Subject Property
- PZD03-1.00

Streets
- Existing
- Planned

Boundary
- Planning Area
- Overlay District
- City Limits
- Outside City

Master Street Plan
- Freeway/Expressway
- Principal Arterial
- Minor Arterial
- Collector
- Historic Collector

0 0.1 0.2 0.4 0.6 0.8 Miles

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED JACKSON PLACE (R-PZD 03-01.00) LOCATED SOUTH OF SKILLERN ROAD AND EAST OF CROSSOVER ROAD; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE

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 R-1, Low Density Residential and A-1, Agricultural to R-PZD 03-01.00 as shown in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the change in zoning classification is based upon the approved master development plan and development standards as shown on the preliminary plat for Jackson Place and approved by the Planning Commission on March 24, 2003.

Section 3. That this ordinance shall not take effect and be in full force until approval of the final plat for the subdivision.

Section 4. That all conditions of approval of the subdivision as approved by the Planning Commission shall be satisfied prior to the issuance of a final plat.

Section 5. 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 the 15th day of April, 2003.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

By: _____
Sondra Smith, City Clerk

STAFF AGENDA REQUEST FORM

FOR: COUNCIL MEETING OF April 15, 2003

FROM: Dawn Warrick, AICP, Zoning & Development Administrator

THROUGH: Tim Conklin, AICP, Director of Community Planning & Engineering Services

---

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

VAC 03-4.00: Vacation BENCORE was submitted by Geoffrey Bates of Keystone Consultants on behalf of BENCORE for property located at the northeast corner of 6th Street and S. School Avenue. The property is zoned C-2, Thoroughfare Commercial and contains approximately 0.076 acres. The request is for an alley vacation.

APPROVED FOR AGENDA:

Dawn J. Warrick — Zoning & Development Administrator — 3/28/03 — Date

Director of Community Planning & Engineering Services — 3-28-03 — Date

D J. Wheeler — City Attorney — Date

Hugh Earnest — Chief Admin. Officer — 3-28-03 — Date

Dan Cooley — Mayor — 3/28/03 — Date

ORDINANCE NO. _____

AN ORDINANCE APPROVING VAC 03-4.00 TO VACATE AND ABANDON A PORTION OF A 12' ALLEY IN BLOCK TEN (10) OF FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS AS DESCRIBED ON THE ATTACHED MAP AND LEGAL DESCRIPTION.

WHEREAS, a petition was duly filed with the City Council of the City of Fayetteville Arkansas, on the 3rd day of March, 2003, asking the City Council to vacate and abandon all that portion of the street (or alley) designated on the plat of the Ferguson's Addition to the City of Fayetteville now appearing of record in plat book 4 page 203 in the office of the Circuit Clerk of Washington County.

WHEREAS, after due notice as required by law, the council, has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the street (or alley) or the portion thereof, hereinbefore described, has heretofore been dedicated to the public us as a street (or alley) herein described; has not been actually used by the public generally for a period of at least five (5) years subsequent to the filing of the plat; that all the owners of the property abutting upon the portion of the street (or alley) to be vacated have filed with the council their written consent to the abandonment; and that public interest and welfare will not be adversely affected by the abandonment of the street (or alley).

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

Section 1. The City of Fayetteville, Arkansas releases, vacates, and abandons all its rights, together with the rights of the public generally, in and to the street (or alley) designated as follows:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. A copy of the ordinance duly certified by the city clerk shall be filed in the office of the recorder of the county and recorded in the deed records of the county.

Section 3. This ordinance shall take effect and be in force from and after its passage.

Section 4. That this Vacation approval is subject to the conditions of approval listed in the staff report and Planning Commission recommendation as described in

Exhibit "B" attached hereto and made a part hereof.

PASSED AND APPROVED this _____ day of _____, 2003.

APPROVED:

By_____
Dan Coody, Mayor

ATTEST:

By_____
Sondra Smith, City Clerk

DRAFT

EXHIBIT "A"
VAC 03-4.00

A PORTION OF A 12' ALLEY IN BLOCK TEN (10) OF FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS RECORDED IN BOOK 4, PAGE 203, ALL BEING PART OF THE SE ¼ OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

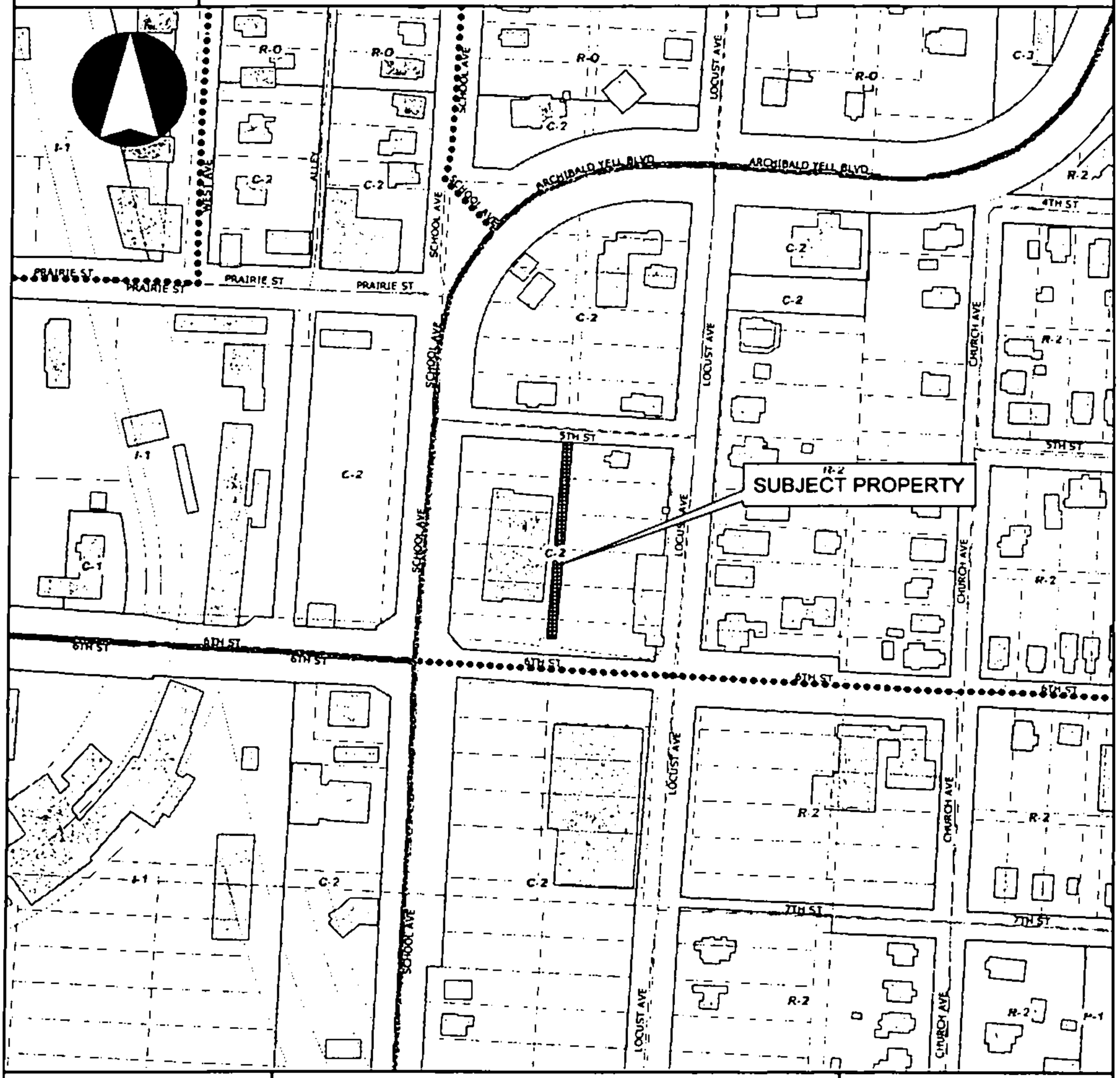
BEGINNING AT THE NORTHEAST CORNER OF LOT 12 OF SAID BLOCK TEN (10), OF FERGUSON'S ADDITION, SAID POINT BIENG A SET IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF WEST FIFTH STREET; THENCE S87°42'33"E 12.00 FEET ALONG SAID SOUTH RIGHT OF WAY LINE OF WEST FIFTH STREET TO A SET IRON PIN ON THE EAST SIDE OF A 12 FOOT ALLEY AS DEDICATED ON SAID FERUSON'S ADDITION; THENCE S03°25'22"W 274.42 FEET ALONG THE EAST SIDE OF SAID 12 FOOT ALLEY, TO A SET IRON PIN ON THE NORTH RIGHT OF WAY LINE OF WEST SIXTH STREET; THENCE N87°06'48"W 12.00 FEET ALONG SAID NORTH RIGHT OF WAY LINE OF WEST SIXTH STREET TO A SET IRON PIN ON THE WEST SIDE OF A SAID 12 FOOT ALLEY TO THE POINT OF BEGINNING, CONTAINING 3,292.31 SQUARE FEET OR 0.076 ACRES, MORE OR LESS, SUBJECT TO ANY RIGHT OF WAYS, EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

DRAFT

VAC03-4.00

Close Up View

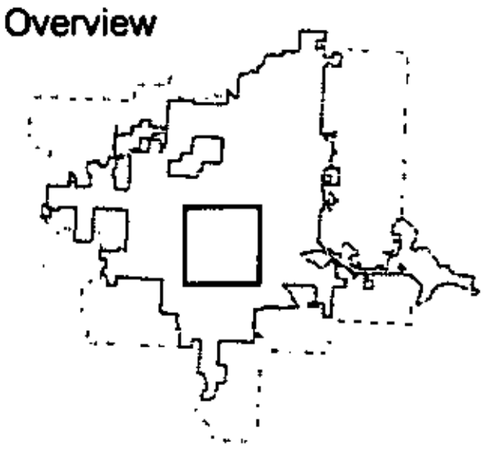
BENCORE



BENCORE

One Mile View

Overview



Legend

Subject Property
VAC03-4.00

Streets
Existing
Planned

Boundary
Planning Area
Overlay District
City Limits
Outside City

Master Street Plan
Freeway/Expressway
Principal Arterial
Minor Arterial
Collector
Historic Collector

0 0.1 0.2 0.4 0.6 0.8 Miles

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: **Mayor Dan Coody**
Fayetteville City Council
FROM: **Dawn Warrick, AICP, Zoning & Development Administrator**
THRU: **Tim Conklin, AICP, Director of Community, Planning & Engineering Svcs.**
DATE: **March 28, 2003**

Project: **VAC 03-4.00: Vacation (BENCORE), pp 523** was submitted by Keystone Consultants on behalf of BENCORE for property located at the northeast corner of Sixth and School. The property is C-2. The request is to vacate a 12' alley.

BACKGROUND
No objections from the adjacent property owners have been submitted to the City.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

UTILITIES	RESPONSE
Ozarks Electric	NA
AEP/SWEPCO	No Objections – Any relocation of existing facilities will be at the owner's expense.
Arkansas Western Gas	No Objections
SW Bell	No Objections.
Cox Communications	No Objections.
City of Fayetteville:	
Water/Sewer	No Objections
Street Department	No Objections
Solid Waste	No Objections
Engineering	No objections

CURRENT STATUS
On March 24, 2003, the Planning Commission voted 8-0-0 (consent agenda) to forward this item to the City Council with a recommendation for approval.

The area to be vacated (exhibit A) has been revised to include only that area in which the pool will be located in accordance with the request from AEP/SWEPCO.

RECOMMENDATION
Staff recommends approval of the requested easement vacation.

Aviles: Welcome to the Monday, March 24, 2003 meeting of the Fayetteville Planning Commission. Renee, would you call the roll please?

Roll Call: Upon the completion of roll call there were seven Commissioners present with Commissioner Ostner arriving at 5:35 p.m. and Commissioner Ward arriving at 5:40 p.m.

Aviles: We have a lengthy agenda this evening but first I would like you all to greet our Mayor, Dan Coody.

Coody: I wanted to present a couple of awards this evening for appreciation of all of you folks that are leaving the Planning Commission. I wanted to say thanks to the Chair, Lorel. The people don't know how much work the Planning Commission gets involved in. The folks who run for the City Council and get elected to City Council don't know what a real job is. You guys do it. It is this Commission that basically sees to it how Fayetteville unfolds into the future and this is a dramatically important committee and we certainly appreciate all of your efforts. If you will please let Lee know, I am assuming he is coming tonight. If you would give this to Lee for me I would appreciate it. Thank you all very much for all of your contributions.

VAC 03-4.00: Vacation (BENCORE, pp 523) was submitted by Geoffrey Bates of Keystone Consultants on behalf of BENCORE for property located at the northeast corner of 6th Street and S. School Avenue. The property is zoned C-2, Thoroughfare Commercial and contains approximately 0.076 acres. The request is for an alley vacation.

ADM 03-8.00: Administrative Item (Young, pp 610) was submitted by Chris Young for property located at 5635 E. Huntsville Road. The property is zoned C-1, Neighborhood Commercial and contains approximately 2.5 acres. The request is to appeal certain conditions of approval for CUP 03-3.00.

Aviles: I know that I can speak for Lee too and say that we have both been privy and honored to serve on this Planning Commission. Thank you very much again. You are welcome to stay. We have a lengthy agenda this evening. The first two items are consent items. First is VAC 03-4.00 for BENCORE properties located at the northeast corner of 6th Street and S. School Avenue. This property is zoned C-2, Thoroughfare Commercial and contains approximately 0.76 acres. The request is for an alley Vacation. The second item is ADM 03-8.00, which is an Administrative Item submitted by Chris Young for property at 5635 E. Huntsville Road. This property is zoned C-1, Neighborhood Commercial and contains approximately 2.50 acres. The request is to appeal certain conditions of approval for CUP 03-3.00. Is there any Commissioner that would like to discuss this and remove any of these items from the consent agenda? Is

there any member of the public that would like to address us on these items before we vote on them?

Shackelford: I will make a motion for approval of the consent agenda.

Hoover: I will second.

Aviles: There is a second by Commissioner Hoover. Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to approve the consent agenda was approved by a vote of 8-0-0.

Approval of the Minutes

Aviles: Let the record reflect that Commissioner Ostner is now present. The next thing we will do is consider a motion for approval of the minutes for the March 10, 2003 meeting.

Allen: I move for approval of the minutes.

Church: I will second it.

Aviles: Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to approve the minutes of March 10, 2003 meeting was approved by a vote of 8-0-0.

ORDINANCE NO. _____

AN ORDINANCE APPROVING VAC 03-4.00 TO VACATE AND ABANDON A PORTION OF A 12' ALLEY IN BLOCK TEN (10) OF FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS AS DESCRIBED ON THE ATTACHED MAP AND LEGAL DESCRIPTION

WHEREAS, a petition was duly filed with the City Council of the City of Fayetteville Arkansas, on the 3rd day of March, 2003, asking the City Council to vacate and abandon all that portion of the street (or alley) designated on the plat of the Ferguson's Addition to the City of Fayetteville now appearing of record in plat book 4 page 203 in the office of the Circuit Clerk of Washington County; and

WHEREAS, after due notice as required by law, the Council, has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the street (or alley) or the portion thereof, hereinbefore described, has heretofore been dedicated to the public use as a street (or alley) herein described; has not been actually used by the public generally for a period of at least five (5) years subsequent to the filing of the plat; that all the owners of the property abutting upon the portion of the street (or alley) to be vacated have filed with the Council their written consent to the abandonment; and that public interest and welfare will not be adversely affected by the abandonment of the street (or alley).

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 releases, vacates, and abandons all its rights, together with the rights of the public generally, in and to the street (or alley) designated as follows:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. That a copy of the ordinance duly certified by the city clerk shall be filed in the office of the recorder of the county and recorded in the deed records of the county.

Section 3. That this Vacation approval is subject to the conditions of approval listed in the staff report and Planning Commission recommendation as described in Exhibit "B" attached hereto and made a part hereof.

PASSED AND APPROVED this the 15th day of April, 2003.

APPROVED:

DRAFT

By: _____
Dan Coody, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

EXHIBIT "A"
VAC 03-4.00

A PORTION OF A 12' ALLEY IN BLOCK TEN (10) OF FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS RECORDED IN BOOK 4, PAGE 203, ALL BEING PART OF THE SE ¼ OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 12 OF SAID BLOCK TEN (10), OF FERGUSON'S ADDITION, SAID POINT BIENG A SET IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF WEST FIFTH STREET; THENCE S87°42'33"E 12.00 FEET ALONG SAID SOUTH RIGHT OF WAY LINE OF WEST FIFTH STREET TO A SET IRON PIN ON THE EAST SIDE OF A 12 FOOT ALLEY AS DEDICATED ON SAID FERUSON'S ADDITION; THENCE S03°25'22"W 274.42 FEET ALONG THE EAST SIDE OF SAID 12 FOOT ALLEY, TO A SET IRON PIN ON THE NORTH RIGHT OF WAY LINE OF WEST SIXTH STREET; THENCE N87°06'48"W 12.00 FEET ALONG SAID NORTH RIGHT OF WAY LINE OF WEST SIXTH STREET TO A SET IRON PIN ON THE WEST SIDE OF A SAID 12 FOOT ALLEY TO THE POINT OF BEGINNING, CONTAINING 3,292.31 SQUARE FEET OR 0.076 ACRES, MORE OR LESS, SUBJECT TO ANY RIGHT OF WAYS, EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

#3 NB

RESOLUTION NO. _____

A RESOLUTION ORDERING THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE OWNED BY JUDGE AND BERTHA HAYES LOCATED AT 1233 SOUTH WASHINGTON AVENUE IN THE CITY OF FAYETTEVILLE, ARKANSAS.

WHEREAS, Judge and Bertha Hayes are the record owners of the real property situated at 1233 South Washington Avenue, City of Fayetteville, Washington County, Arkansas, more particularly described as:

Lot numbered Nine (9) in Block Numbered Four (4) in Burl Dodd Addition to the City of Fayetteville; and,

WHEREAS, the City Council has determined that the structure located on said property is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and,

WHEREAS, Judge and Bertha Hayes, having been properly served with a Violation Notice via Certified Mail, and given thirty (30) days to correct said violation, have refused to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1. That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Ordinance No. 3948 of 1996, Judge and Bertha Hayes are hereby ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located on the aforementioned real property. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2. That if Judge and Bertha Hayes do not comply with this order, the Mayor is hereby directed to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

PASSED and **APPROVED** this 15th day of April, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

DRAFT

STAFF AGENDA REQUEST FORM

ADM 03-2.00 46th Street
Page 1

C. B

FOR: COUNCIL MEETING OF April 15, 2003

FROM: Dawn Warrick, AICP, Zoning & Development Administrator

THROUGH: Tim Conklin, AICP, Director of Community Planning & Engineering Services

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ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

ADM 03-2.00: Administrative Item Master Street Plan-46th Street
The request is to amend the Master Street Plan to include changing 46th Street to a Local Street from a Collector Street and to add Broyles Avenue extension as a Collector Street.

APPROVED FOR AGENDA:

Dawn D. Warrick — 3/28/03
Zoning & Development Administrator — Date

3-28-03
Director of Community Planning & Engineering Services — Date

3/28/03
City Attorney — Date

3-28-03
Chief Admin. Officer — Date

3/28/03
Mayor — Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Sara Edwards, Associate Planner
THRU: Dawn Warrick, Zoning and Development Administrator
DATE: March 28, 2003

ADM 03-2.00: Administrative Item (Master Street Plan-46th Street, pp 438) The request is to amend the Master Street Plan to include changing 46th Street to a Local Street from a Collector Street and to add Broyles Avenue extension as a Collector Street.

BACKGROUND:
The city is currently planning a new Sewer Treatment Plant to the southwest of this site. As part of the construction of this plant, there will be heavy construction traffic. There will also be approximately two trucks per day traveling to the plant to pick up sludge. Originally, the plans for the new plant included construction of roads and a bridge through Farmington to access the site. Upon further review, the city has found that it will be more cost effective to find a route from Wedington to the site. When the Persimmon Place preliminary plat was submitted, staff requested this developer to accommodate a collector in this subdivision in place of 46th street. This route will be easier for large trucks to maneuver and is less costly than any other proposed routes to the north. This route provides an equally adequate connection from Persimmon Avenue to Wedington Drive.

The City Council has authorized the pursuit of this route. Staff is currently in the process of acquiring the land needed for Broyles Avenue to extend from the proposed Persimmon Place subdivision to Wedington Drive.

CURRENT STATUS:
This will be the first time this change has been considered by the City Council. The Planning Commission recommended approval of this item by a vote of 9-0-0.

RECOMMENDATION:
Approval

ORDINANCE NO.

AN ORDINANCE APPROVING ADM 03-2.00 TO AMEND THE MASTER STREET PLAN OF THE CITY OF FAYETTEVILLE TO INCLUDE THE AMENDMENT OF THE CLASSIFICATION OF 46TH STREET BETWEEN PERSIMMON STREET AND WEDINGTON DRIVE TO A LOCAL STREET AND THE ADDITION OF BROYLES AVENUE, BETWEEN PERSIMMON STREET AND WEDINGTON DRIVE AS A COLLECTOR STREET.

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

Section 1. That the Master Street Plan is hereby amended to change the classification of 46th Street between Persimmon Street and Wedington Drive from a collector street to a local street.

Section 2. That the Master Street Plan is hereby amended to add Broyles Avenue as a collector street between Persimmon Street and Wedington Drive.

PASSED AND APPROVED this _____ day of _____, 2003.

APPROVED:

By_____
Dan Coody, Mayor

DRAFT

ATTEST:
By_____
Sondra Smith, City Clerk

ADM 03-2.00: Administrative Item (Master Street Plan-46th Street, pp 438) The request is to amend the Master Street Plan to include changing 46th Street to a Local Street from a Collector Street and to add Broyles Avenue extension as a Collector Street.

Aviles: Tenth on our agenda this evening is ADM 03-2.00 for a Master Street Plan amendment to 46th Street. The request is to amend the Master Street Plan to include changing 46th Street to a local street from a collector street and to add Broyles Avenue extension as a collector street. Sara?

Edwards: Yes. This is a city request. We are currently planning, as everyone knows, a new sewer treatment plant to the southwest of the corner of Persimmon and Broyles Avenue. As part of the construction of the plant there will be heavy construction traffic. After the construction there will be approximately two trucks per day to pick up sludge. Originally the plans for the new plant included construction of roads and a bridge through Farmington to access the site. Upon further review the city staff has found that it would be more cost effective to find a route from Wedington to this site. Subsequently, at the same time we had the Preliminary Plat for Persimmon Place submitted for review and saw an opportunity to accommodate a collector street through that subdivision that would be the most cost effective way for the city and the developer has agreed to do that. This route is easier for large trucks to maneuver and is less costly than any other proposed route and it is an equally adequate connection from persimmon Avenue to Wedington. The Street Committee of the City Council has reviewed this proposal and has authorized the pursuit of this route. We are currently in the process of acquiring the land needed for Broyles Avenue to extend from this Persimmon Place subdivision to Wedington Drive. We are recommending that you do forward to City Council a recommendation of approval to change the Master Street Plan.

Aviles: Is the applicant present?

Conklin: We are the applicant.

Aviles: Is there anyone from the public that wishes to address us on this item? I will bring it back to the staff and to the Commission for further discussion or motions.

MOTION:

Estes: Madam Chair, I would move for approval of ADM 03-2.00 to be forwarded to the City Council with a recommendation of approval.

Aviles: Thank you Commissioner. I have a motion, do I hear a second?

STAFF AGENDA REQUEST FORM

FOR: COUNCIL MEETING OF April 15, 2003

FROM: Dawn Warrick, AICP, Zoning & Development Administrator

THROUGH: Tim Conklin, AICP, Director of Community Planning & Engineering Services

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ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

ADM 03-11.00: Administrative Item Master Street Plan Bridgewater Lane and Unnamed Minor Arterial. The request is to amend the Master Street Plan to relocate Bridgewater Lane and an unnamed minor arterial street, as well as accept a lesser dedication for the unnamed minor arterial.

APPROVED FOR AGENDA:

Dawn D Warrick — 3/28/03
Zoning & Development Administrator — Date

[signature] — 3-28-03
Director of Community Planning & Engineering Services — Date

[signature] — 3/28/03
City Attorney — Date

[signature] — 3-28-03
Chief Admin. Officer — Date

[signature] — 3/28/03
Mayor — Date

City Council meeting of April 15,2003

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Sara Edwards, Associate Planner
THRU: Dawn Warrick, Zoning and Development Administrator
DATE: March 28, 2003

ADM 03-11.00: Administrative Item (Master Street Plan Bridgewater Lane and Unnamed Minor Arterial). The request is to amend the Master Street Plan to relocate Bridgewater Lane and an unnamed minor arterial street, as well as accept a lesser dedication for the unnamed minor arterial.

BACKGROUND:
Bridgewater Lane: The relocation of Bridgewater Lane will not significantly affect how the collector street will function. The original location connected the unnamed proposed minor arterial street with Gulley Road. This new alignment will still provide that connection.

Unnamed Minor Arterial: The original location of the proposed minor arterial was through an existing pond located within the proposed subdivision. The new alignment will allow the pond to remain as well as provide for a connection. The proposal is to reduce the classification from a minor arterial (90 feet of right-of-way) to a collector street (70 feet of right of way). Staff is in support of the reduction of right-of-way to 70 feet from the required 90 feet with a deed restriction which prohibits building within the 90 foot right-of-way.

CURRENT STATUS:

This will be the first time this change has been considered by the City Council. The Planning Commission voted to recommend approval by a vote of 9-0-0.

This proposal is in conjunction with the Bridgewater Estates preliminary plat. The proposal is to relocate Bridgewater Lane, a proposed collector street from the southern edge of the proposed Bridgewater Estates to the interior of the proposed subdivision. The second request is to relocate an unnamed proposed minor arterial from the western boundary of the proposed subdivision to the interior of the proposed subdivision as a collector. These changes are considered amendments to the Master Street Plan and must be heard by the Planning Commission with a recommendation made to the City Council.

RECOMMENDATION:
Approval of the Master Street Plan relocations.
Accepting a lesser dedication subject to the conditions listed below.

CONDITION OF APPROVAL:

1. A deed restricted area must be established which prohibits construction within the right-of-way needed for a minor arterial street.

Planning Commission
March 24, 2003

ADM 03-11.00: Administrative Item (Master Street Plan Bridgewater Lane and Unnamed Minor Arterial) The request is to amend the Master Street Plan to relocate Bridgewater Lane and relocate and reclassify an unnamed minor arterial to a collector.

Aviles: Eighth on our agenda this evening is ADM 03-11.00, which is a Master Street Plan for Bridgewater Lane and an unnamed minor arterial. The request is to amend the Master Street Plan to relocate Bridgewater Lane and to relocate and reclassify an unnamed minor arterial to a collector. There is one condition of approval. Do we have signed conditions?

Edwards: This item does not require signed conditions from the applicant.

Aviles: Sara, do you want to give us the staff report?

Edwards: This is in conjunction with our next item on the agenda, which is the Preliminary Plat for Bridgewater Estates. The proposal is to relocate Bridgewater Lane, which is a proposed collector street from the southern edge of the proposed subdivision to the interior of that subdivision. The second request is to relocate an unnamed minor arterial from the western boundary of the subdivision to the interior of the subdivision. These changes are considered amendments to the Master Street Plan and must be heard at Planning Commission with a recommendation made to the City Council. We are recommending approval of the Master Street Plan relocation and recommending accepting a lesser dedication subject to the deed restricted area. Our reasoning behind that is the relocation of Bridgewater Lane will not significantly affect how that collector street will function. It will still connect the unnamed minor arterial with Gulley Road. The second request also is moving the proposed street off an existing pond so it will allow for that pond to remain and it would still provide the same connection as it was originally planned to do. That deed restricted area will provide the city in the future if this area is annexed a way to construct that minor arterial if needed.

Aviles: Thank you. Is the applicant present?

Jorgensen: My name is Dave Jorgensen and I am here on behalf of Gaddy Developments and also we have John Rownak in the audience to assist in this matter. We are here to answer questions.

Aviles: Thank you very much. Is there any member of the public that would like to address us on this administrative item? Seeing no one, I will close it to the public and bring it back to the applicant for further discussion or motions.

ORDINANCE NO.

AN ORDINANCE APPROVING ADM 03-11.00 TO AMEND THE MASTER STREET PLAN OF THE CITY OF FAYETTEVILLE TO INCLUDE THE RELOCATION OF BRIDGEWATER LANE AND THE RELOCATION AND LESSER DEDICATION OF RIGHT OF WAY OF AN UNNAMED MINOR ARTERIAL STREET.

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

Section 1. That the Master Street Plan is hereby amended to relocate Bridgewater Lane as proposed in the Preliminary Plat of Bridgewater Estates.

Section 2. That the Master Street Plan is hereby amended to relocate the unnamed minor arterial street as proposed in the Preliminary Plat of Bridgewater Estates.

Section 3. That the City Council hereby approves a lesser dedication of right-of-way for the unnamed minor arterial street to include 70 feet with a deed restriction for the additional 20 feet of required right-of-way.

PASSED AND APPROVED this _____ day of _____, 2003.

APPROVED:

By_____
Dan Coody, Mayor

DRAFT

ATTEST:
By_____
Sondra Smith , City Clerk

Planning Commission
March 24, 2003

MOTION:

Estes: I would move for approval of ADM 03-11.00 with incorporating the one condition of approval.

Aviles: I will read that condition into the record. It says the deed restricted area must be established which prohibits construction within the right of way needed for a minor arterial street. I have a motion by Commissioner Estes.

Allen: I will second.

Ostner: I am trusting our staff on this. I just want to understand a little more clearly of where the new street is going.

Conklin: Bridgewater Lane is being incorporated into the development. With regard to the unnamed minor arterial, that is also being incorporated into the development with this deed restriction. Keep in mind a minor arterial street is designed to take you from one side of town to the other side of town and with high volumes of traffic. We are dealing with a fairly small subdivision that is not generating the amount of traffic that in our opinion would justify requiring the right of way at this time or construction so that is the recommendation that we are making. BWR is our Traffic Consultant. They will be looking at our Master Street Plan this spring and early summer. This is something that I will also ask them to take a look at when they evaluate our Master Street Plan and what streets are needed in Fayetteville. One of the issues that we recently dealt with was the issue of the eastern bypass and the abilities to build some of these streets in these areas and there are some concerns that staff has south of Hwy. 45 with the ability for this minor arterial to be connected further to the south.

Aviles: Thanks Tim. Are there any other questions? Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to approve ADM 03-11.00 was approved by a vote of 9-0-0.

PPL 03-7.00: Preliminary Plat (Bridgewater Estates, pp 219) was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Bridgewater Estates, LLC for property located north of Bridgewater Lane and west of Gulley Road. The property is in the Planning Area and contains approximately 74.22 acres with 31 lots proposed.

Aviles: Our companion item is PPL 03-7.00 for Bridgewater Estates. It was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of Bridgewater Estates, LLC for property located north of Bridgewater Lane and west of Gulley Road. The property is in the Planning Area and contains approximately 74.22 acres with 31 lots proposed. There are seven conditions of approval, five through seven are standard conditions. Sara, do we have signed conditions?

Edwards: Yes we do.

Aviles: I will go ahead and read those into the record. 1) Approval of the associated Master Street Plan amendments. The applicant is requesting to relocate Bridgewater Lane, a proposed collector, and Butterfield Road, a proposed minor arterial from the edges of the development to be incorporated into the subdivision and to change the Minor Arterial to a Collector Street. 2) The plat shall be revised to reflect a building setback of 35 feet for lots 8 thru 12, 15, 16 and 18 thru 20 along Horse Meadow Drive and the 70 foot right-of-way dedication extending to the north. 3) Gates shall be prohibited on the public streets within this development. 4) County approval is required prior to construction. 5) Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives. 6) Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements. 7) Preliminary Plat approval shall be valid for one calendar year. Is the applicant present?

Jorgensen: Yes, my name is Dave Jorgensen and also, as I mentioned, we have John Rownak from Gaddy Investments to help answer questions.

Aviles: Thank you very much. Is there any member of the public that would like to address us on this Preliminary Plat?

Culgrove: I am Sam Culgrove, I live at 3615, which is right along side what used to be Frank Kelly's land. Frank always said that the land wouldn't perk, it would take 20 years for sewer to come in. I have talked to John, he had come over to the house and said that they were going to eliminate lot 24, which was right across from our pond and then there was some other talk

that they might take out another lot. What our big concern is that we have a spring fed pond there and our other neighbor the water runs over to his pond and what happens if all these septic tanks just run into our pond? Is that EPA or does the City of Fayetteville help us? What happens?

Aviles: I am going to refer most of this to our Engineer. I know that the Health Department approval is required. Matt, can you answer this gentleman's questions?

Casey: Health Department approval will be required on each individual lot for the septic tank and design of their leach field. The City of Fayetteville does not regulate that so the construction of that will have to meet their approval.

Aviles: The State Health Department involves some testing before approving it would have to perk and so on?

Casey: Yes Ma'am, that is part of the design process. They don't necessarily perk anymore. They will have a soil morphologist come out on site and look at a couple of different test pits dug on each lot and they will determine how many feet of lines are needed for each individual lot based on their analysis of the soil.

Aviles: Once the State Health Department approves the construction of the septic tank are you aware of complaints from adjoining property owners about leakage?

Casey: That does not come to our division.

Aviles: Ok, so he could call the Health Department and probably find out about that.

Casey: That is correct.

Aviles: Did you have any other questions?

Culgrove: That will work.

Aviles: Is there any other member of the public that would like to talk about this? I will go ahead and close public discussion on this Preliminary Plat and I will bring it back to the applicant and to the Commission.

Jorgensen: To help answer that question concerning septic tank design, as a matter of fact, we are in the process of analysis of each and every lot. That is correct, we are going to eliminate lot 24 so we will be down to 30 lots instead of 31 lots. We want to take that area right there and redistribute the area and make them larger lots but all of the rest of the lots are in

pretty good shape. We are going to redistribute some lots down in the southwest corner also. We are in the process of evaluating each and every lot and that is correct, we have to get this approved through the Health Department.

Aviles: Thank you very much.

Estes: Sam, what do you use your pond for? Do you irrigate with it?

Culgrove: Yes and I have fish in it and cows enjoy it.

Culgrove, Sally:

We just had a new cow today. I am Sam's wife. We did have some concerns because we have agriculture. This is an agricultural area. We don't have city sewer, we don't have cable, we can't get city garbage but we can get a subdivision next to us. We were kind of unhappy about that. I understand that it is their land and they can do what they want with it but it is our land too. We have cattle, our neighbors have cattle and so we were a little bit concerned. We did wait here since 5:30 to say something. I understand nobody wants it in their back yard but I guess that is just hard on us. I know that they are eliminating a couple of lots so that makes us feel better. I personally wish they would've put a 5 acre lot out instead of a two acre lot. Yes we do have agriculture and yes our cows do drink of out of our pond. Our water to the pond comes right off their land which is spring fed underneath the water. We see it coming in because the land goes down and there are three ponds we are talking about and the land goes to one of the three, all of it. There are also two spring fed creeks going through there. We have geese wintering every year too and I am guess this will be their last year too. There are a lot of issues that we have. Thank you.

Ostner: I feel your pain about development. You bought that place and you were out in agricultural land. This is in the county and there is no legislative process to talk about whether they should be zoned into a residential zone or not, they are in the county and as you said, they can do what they want.

Culgrove, Sally:

The County told me they would vote on what you guys did. Somehow they are going to have to tie together because we have been chasing that every since we heard about this. You can't call the city because you are not in the city. We found out we couldn't even get fire protection without paying an extra $500 a year even though we pay almost $3,000 a year in taxes on our place and I know a lot of it comes right into Fayetteville so we can't talk to you guys because we are in the county but then the County says that they are just going to go along with what you guys do

and so it ties us up and we will have a subdivision with nobody to talk to really. At least the other neighborhood had somebody they could voice their opinions to but here you are just doing the streets from what they told us and they do the rest of it but they are going to go along with what you do so it kind of leaves us where we are in the middle kind of with nobody to protect us.

Aviles: There are a lot of times that people come to us with these concerns. I am going to ask our City Attorney to explain a little bit further about what we have to do with regard to approving developments. We go through opposition on Large Scale Developments inside the city and we are charged with trying to appease the neighbors and appease the developers and end up with conflicting interests. We are charged with whatever rules and regulations we have in front of us, which in this case does happen to be the streets and things that they put down in the conditions of approval and if they have met all of those.

Culgrove, Sally:

My one year old son developed asthma because Mr. Gaddy shot a cow next to us, 300' from our house and burned it for six weeks and burned green wood for another four months. His workers would come out and light it daily and leave it. That happened and you know what, we couldn't call anybody. Nobody wanted to help us. We called the sheriff but nobody wanted to take responsibility. My son developed asthma because of that. It is really a tough thing that we have gone through and maybe that is why we feel the way we do. My mom and dad were farmers and we had dead animals and we had somebody come and get them, he never burned them on the farm and we had 140 acres and never within 300' of someone's home.

Aviles: Ma'am, I'm sorry. I am going to have to go ahead and just say that we need to focus our attention on the subdivision and not on the other lands on the land. What I had started to do was to ask Mr. Williams to tell us in a county subdivision what it is that we are supposed to look at.

Williams: Basically, just as the staff has outlined it. We really don't have a tremendous amount of power, especially in the county. As you said, the County usually just goes along with whatever Fayetteville Planning Commission agrees to within our planning area but they don't have to. That is a decision that the quorum court has made and that is a political body that can be influenced by citizen's who want to see something different. This body is restricted to our ordinances and to what the County allows us to do and that is what they are doing now is looking at the road situation and that is all that this Planning Commission can do.

Aviles: Thank you for your comments and I am closing public discussion now.

We will go ahead and hear back if there is anything else the applicant has to add or any other comments from Commissioners. Is there a motion or further discussion?

MOTION:

Ward: I will go ahead and make a motion that we approve PPL 03-7.00 for Bridgewater Estates with 30 lots proposed instead of 31 and with all conditions of approval.

Aviles: I have a motion for approval by Commissioner Ward, is there a second?

Bunch: I will second.

Aviles: There is a second by Commissioner Bunch. Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to approve PPL 03-7.00 was approved by a vote of 9-0-0.

Aviles: The motion carries unanimously.

PC Meeting of March 24, 2003

FAYETTEVILLE

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

ADM 03-11.00 Master Street Plan

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner, A.I.C.P.
FROM: Sara Edwards, Associate Planner
Matt Casey P.E. Staff Engineer
DATE: March 20, 2003

Project: ADM 03-11.00: Administrative Item (Master Street Plan Bridgewater Lane and Unnamed Minor Arterial). The request is to amend the Master Street Plan to relocate Bridgewater Lane and relocate and reclassify an unnamed minor arterial to a collector.

Findings: This proposal is in conjunction with the Bridgewater Estates preliminary plat. The proposal is to relocate Bridgewater Lane, a proposed collector street from the southern edge of the proposed Bridgewater Estates to the interior of the proposed subdivision. The second request is to relocate an unnamed proposed minor arterial from the western boundary of the proposed subdivision to the interior of the proposed subdivision as a collector. These changes are considered amendments to the Master Street Plan and must be heard at Planning Commission with a recommendation made to City Council.

Recommendation: Recommend approval of the master street plan relocations.
Recommend accepting a lesser dedication subject to the conditions listed below.

Conditions of Approval:

1. A deed restricted area must be established which prohibits construction within the right-of-way needed for a minor arterial street.

Background:

Bridgewater Lane: The relocation of Bridgewater Lane will not significantly affect how the collector street will function. The original location connected the unnamed proposed minor arterial street with Gulley Road. This new alignment will still provide that connection.

Unnamed Minor Arterial: The original location of the proposed minor arterial was through an existing pond located within the proposed subdivision. The new alignment will allow the pond to remain as well provide for a connection. The proposal is to reduce the classification from a minor arterial (90 feet of right-of-way) to a collector street (70 feet of right of way). Staff is in support of the reduction of right-of-way to 70 feet from the required 90 feet with a deed restriction which prohibits building within the 90 foot right-of-way.

PLANNING COMMISSION ACTION: **__yes__Required**
_____Approved _____Denied

Date: _____

Comments:

_____

_____

CITY COUNCIL ACTION: **__yes__Required**
_____Approved _____Denied

Date: _____

Comments:

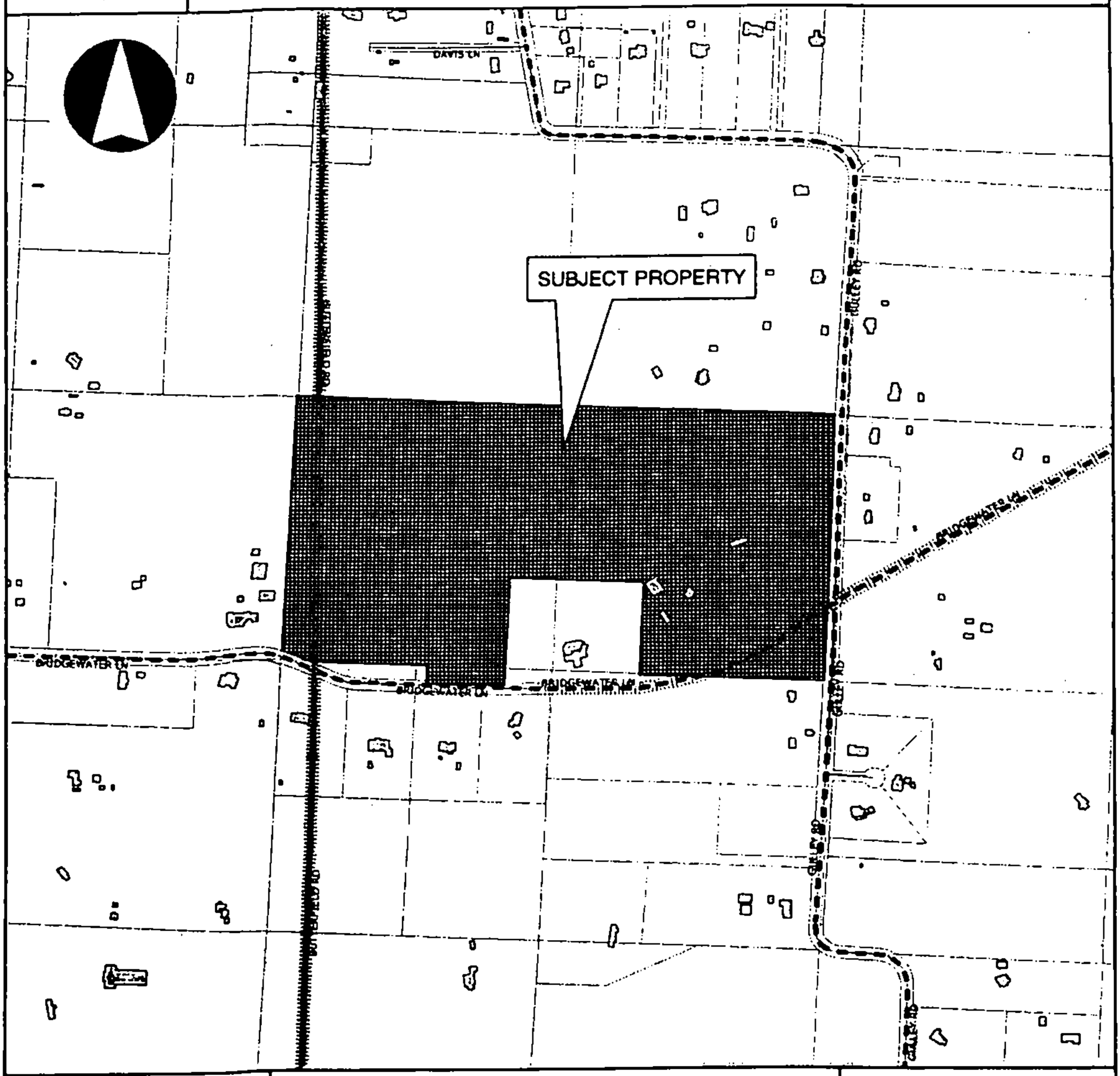
_____

_____

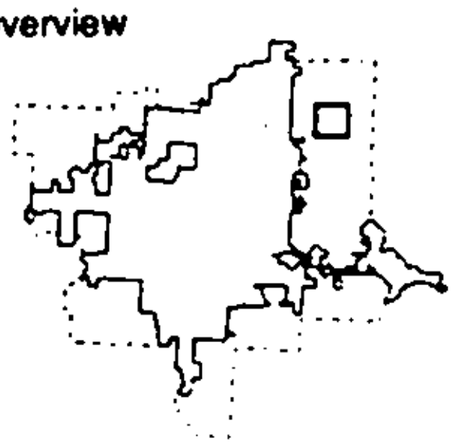
PPL03-7.00

Close Up View

BRIDGEWATER ESTATES



Overview



Legend

Subject Property

PPL03-7.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

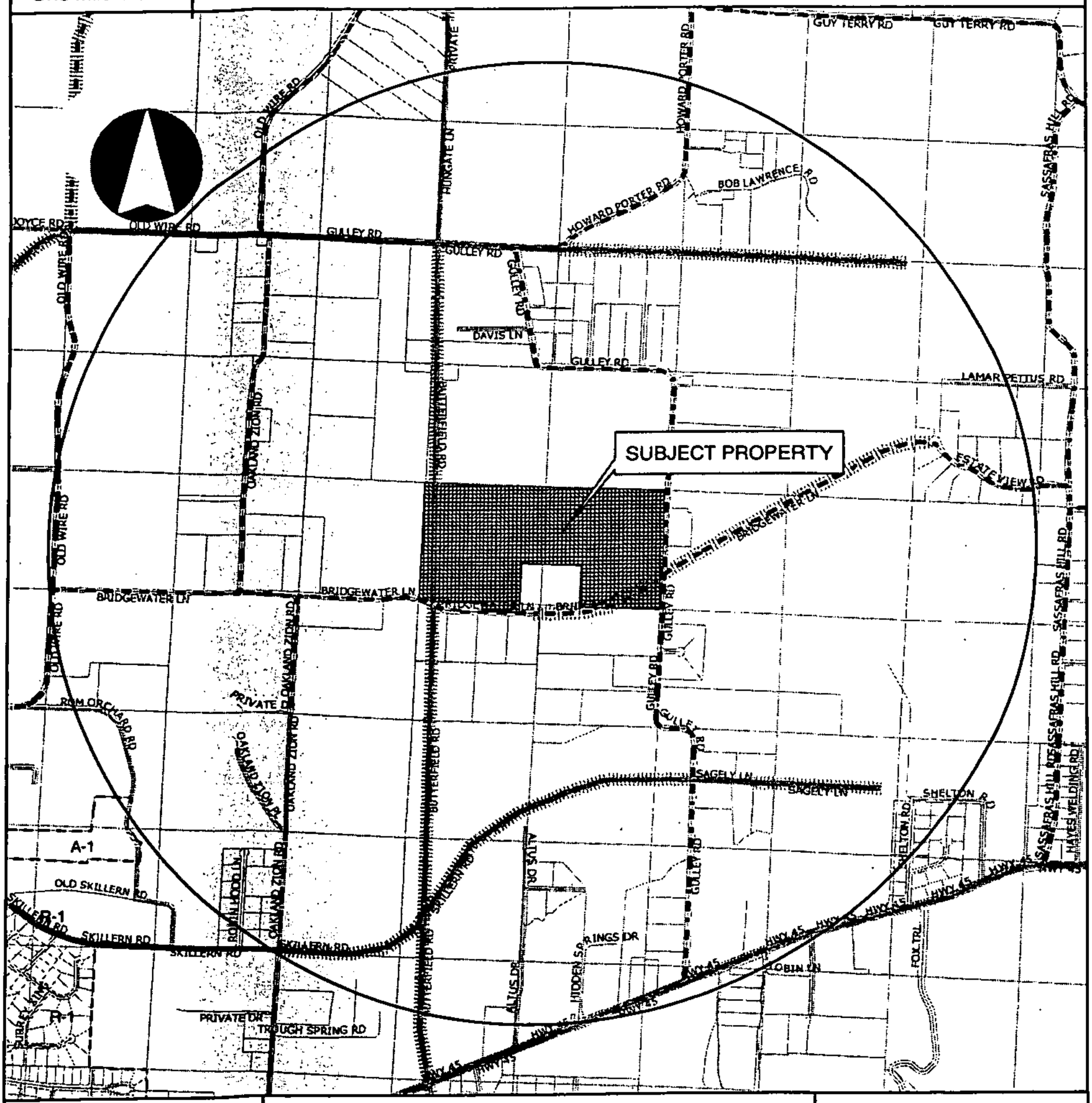
Historic Collector

0 250 500 1,000 1,500 2,000 Feet

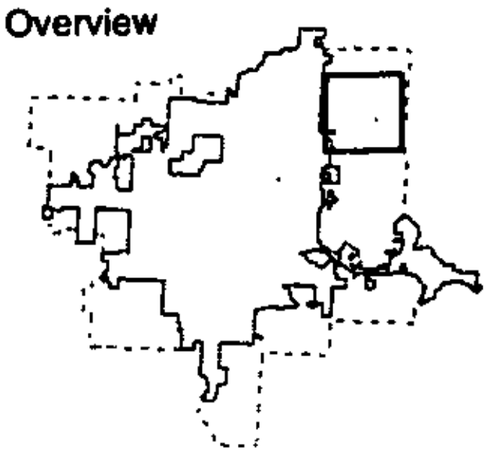
PPL03-7.00

One Mile View

BRIDGEWATER ESTATES



Overview



Legend

Subject Property
VAR03-6.00

Streets
Existing
Planned

Boundary
Planning Area
Overlay District
City Limits
Outside City

Master Street Plan
Freeway/Expressway
Principal Arterial
Minor Arterial
Collector
Historic Collector

0 0.125 0.25 0.5 0.75 1 Miles

ORDINANCE NO. _____

AN ORDINANCE APPROVING ADM 03-11.00 TO AMEND THE MASTER STREET PLAN OF THE CITY OF FAYETTEVILLE TO INCLUDE THE RELOCATION OF BRIDGEWATER LANE AND THE RELOCATION AND LESSER DEDICATION OF RIGHT OF WAY OF AN UNNAMED MINOR ARTERIAL STREET

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

Section 1. That the Master Street Plan is hereby amended to relocate Bridgewater Lane as proposed in the Preliminary Plat of Bridgewater Estates.

Section 2. That the Master Street Plan is hereby amended to relocate the unnamed minor arterial street as proposed in the Preliminary Plat of Bridgewater Estates.

Section 3. That the City Council hereby approves a lesser dedication of right-of-way for the unnamed minor arterial street to include 70 feet with a deed restriction for the additional 20 feet of required right-of-way.

PASSED and **APPROVED** this the 15th day of April, 2003.

APPROVED: DRAFT

By: _____
Dan Coody, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

RESOLUTION NO. _____

A RESOLUTION TO AMEND THE MASTER STREET PLAN IN RELATION TO BRIDGEWATER LANE AND AN UNNAMED ARTERIAL EAST OF THE CITY LIMITS AND TO APPROVE A LESSOR DEDICATION OF RIGHT OF WAY FOR THE UNNAMED ARTERIAL

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 amendment to the Master Street Plan to relocate Bridgewater Lane and an unnamed arterial street and accept a lessor dedication of right-of-way for said arterial to 70-feet with an additional 20-feet that will be restricted by deed to prohibit construction of any structures.

PASSED and **APPROVED** this the 15th day of April, 2003.

APPROVED:

By: DRAFT
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

Shackelford: I will second.

Aviles: Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to approve ADM 03-2.00 was approved by a vote of 9-0-0.

PC Meeting of March 24, 2003

FAYETTEVILLE

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

Master Street Plan ADM

TO: Fayetteville Planning Commission Members
THRU: Dawn Warrick, Zoning and Development Administrator, A.I.C.P.
FROM: Sara Edwards, Associate Planner
DATE: March 20, 2003

Project: ADM 03-2.00: Administrative Item (Master Street Plan-46th Street, pp 438) The request is to amend the Master Street Plan to include changing 46th Street to a Local Street from a Collector Street and to add Broyles Avenue extension as a Collector Street.

Recommendation: Forward to City Council with a recommendation of approval.

Background: The city is currently planning a new Sewer Treatment Plant to the southwest of this site. As part of the construction of this plant, there will be heavy construction traffic. There will also be approximately two trucks per day traveling to the plant to pick up sludge. Originally, the plans for the new plant included construction of roads and a bridge through Farmington to access the site. Upon further review, the city has found that it will be more cost effective to find a route from Wedington to the site. When the Persimmon Place preliminary plat was submitted, staff requested this developer to accommodate a collector in this subdivision in place of 46th street. This route will be easier for large trucks to maneuver and is less costly than any other proposed route to the north. This route provides an equally adequate connection from Persimmon Avenue to Wedington Drive.

The City Council has authorized the pursuit of this route. Staff is currently in the process of aquiring the land needed for Broyles Avenue to extend from the proposed Persimmon Place subdivision to Wedington Drive.

PLANNING COMMISSION ACTION: **__yes__Required**
_____Approved _____Denied

Date: _____

Comments:

CITY COUNCIL ACTION: **__yes__Required**
_____Approved _____Denied

Date: _____

Comments:

The "CONDITIONS OF APPROVAL", beginning on page one of this report, are accepted in total without exception by the entity requesting approval of this development item.

By

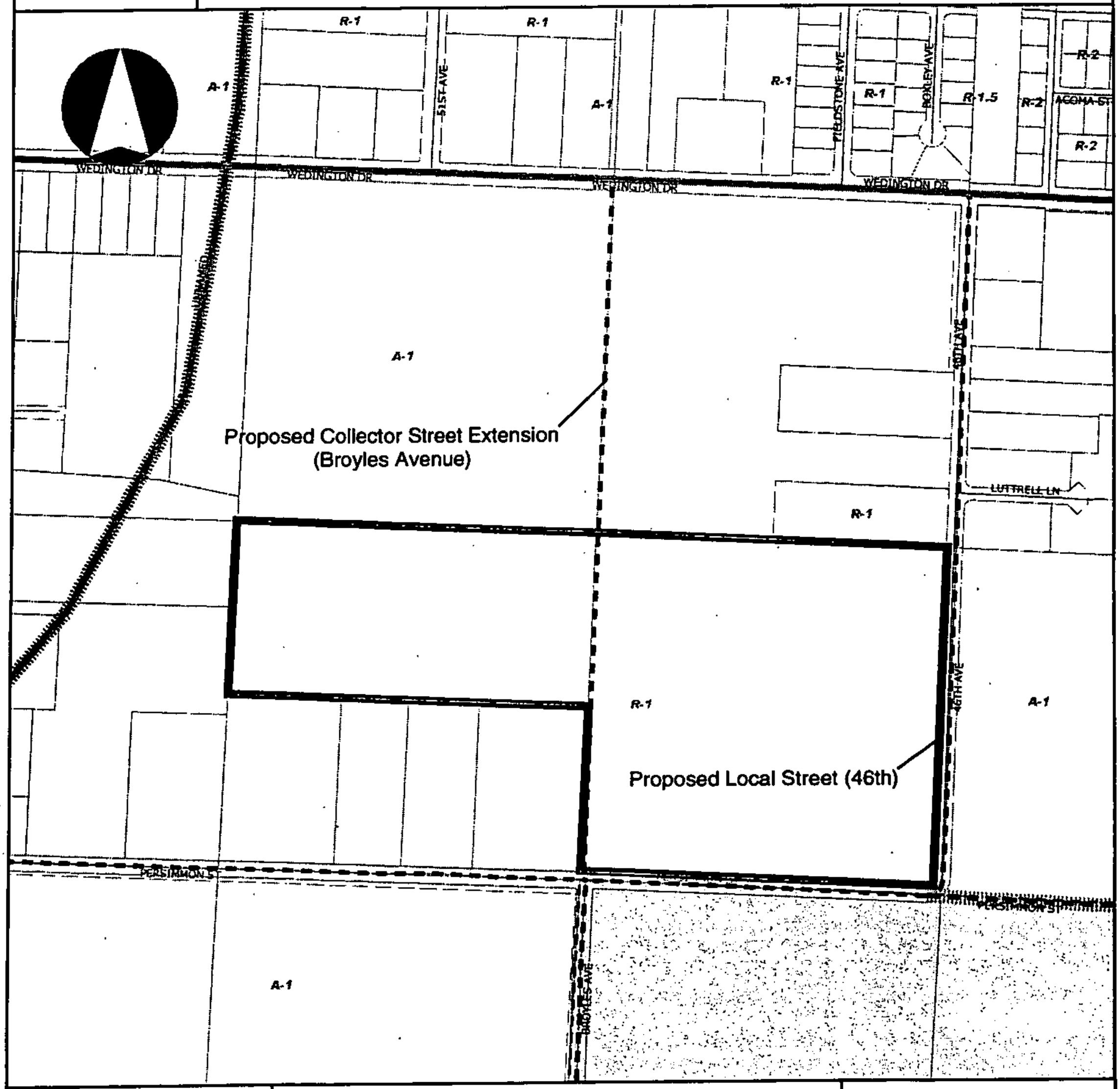
Title

Date

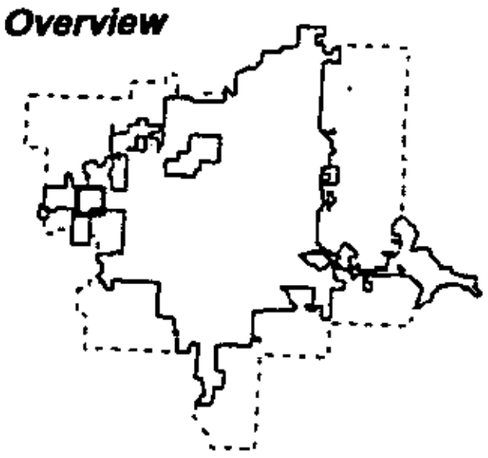
ADM03-2.00

One Mile View

ADM 03-2.00



Overview



Legend

Subject Property

PPL03-1.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

ORDINANCE NO. _____

AN ORDINANCE APPROVING ADM 03-2.00 TO AMEND THE MASTER STREET PLAN OF THE CITY OF FAYETTEVILLE TO INCLUDE THE AMENDMENT OF THE CLASSIFICATION OF 46TH STREET BETWEEN PERSIMMON STREET AND WEDINGTON DRIVE TO A LOCAL STREET AND THE ADDITION OF BROYLES AVENUE, BETWEEN PERSIMMON STREET AND WEDINGTON DRIVE AS A COLLECTOR STREET

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

Section 1. That the Master Street Plan is hereby amended to change the classification of 46th Street between Persimmon Street and Wedington Drive from a collector street to a local street.

Section 2. That the Master Street Plan is hereby amended to add Broyles Avenue as collector street between Persimmon Street and Wedington Drive.

PASSED and **APPROVED** this the 15th day of April, 2003.

APPROVED: DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

RESOLUTION NO. _____

A RESOLUTION TO AMEND THE MASTER STREET PLAN
IN RELATION TO 46TH STREET AND BROYLES AVENUE

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 amendment to the Master Street Plan changing 46th Street to a Local street from its current Collector status extension from Persimmon to Wedington and denoting the Broyles Avenue extension from Persimmon to Wedington as a Collector Street.

PASSED and **APPROVED** this the 15th day of April, 2003.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

Public Hearing
Washington Ave
C. 5. Page 1

DEPARTMENTAL CORRESPONDENCE

TO: Mayor / City Council

FROM: Yolanda Fields, Code Compliance Director

DATE: February 27, 2003

SUBJECT: **Case:** Raze & Remove: 1233 S Washington Ave
Service Request Number 2633, Case Number 1030

This case opened in July 2002. Property is located on Washington Ave in Southeast Fayetteville.

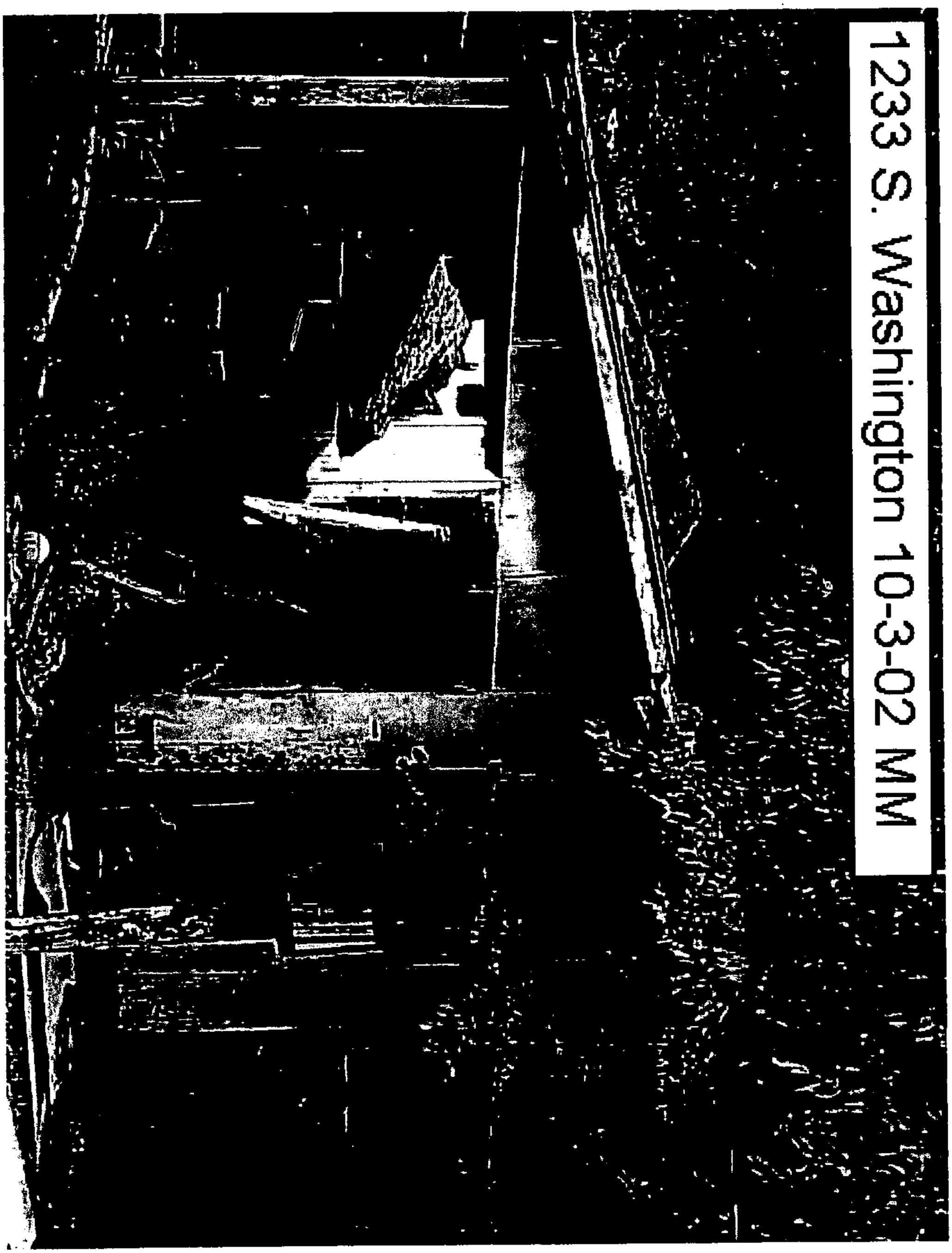
Current Status:

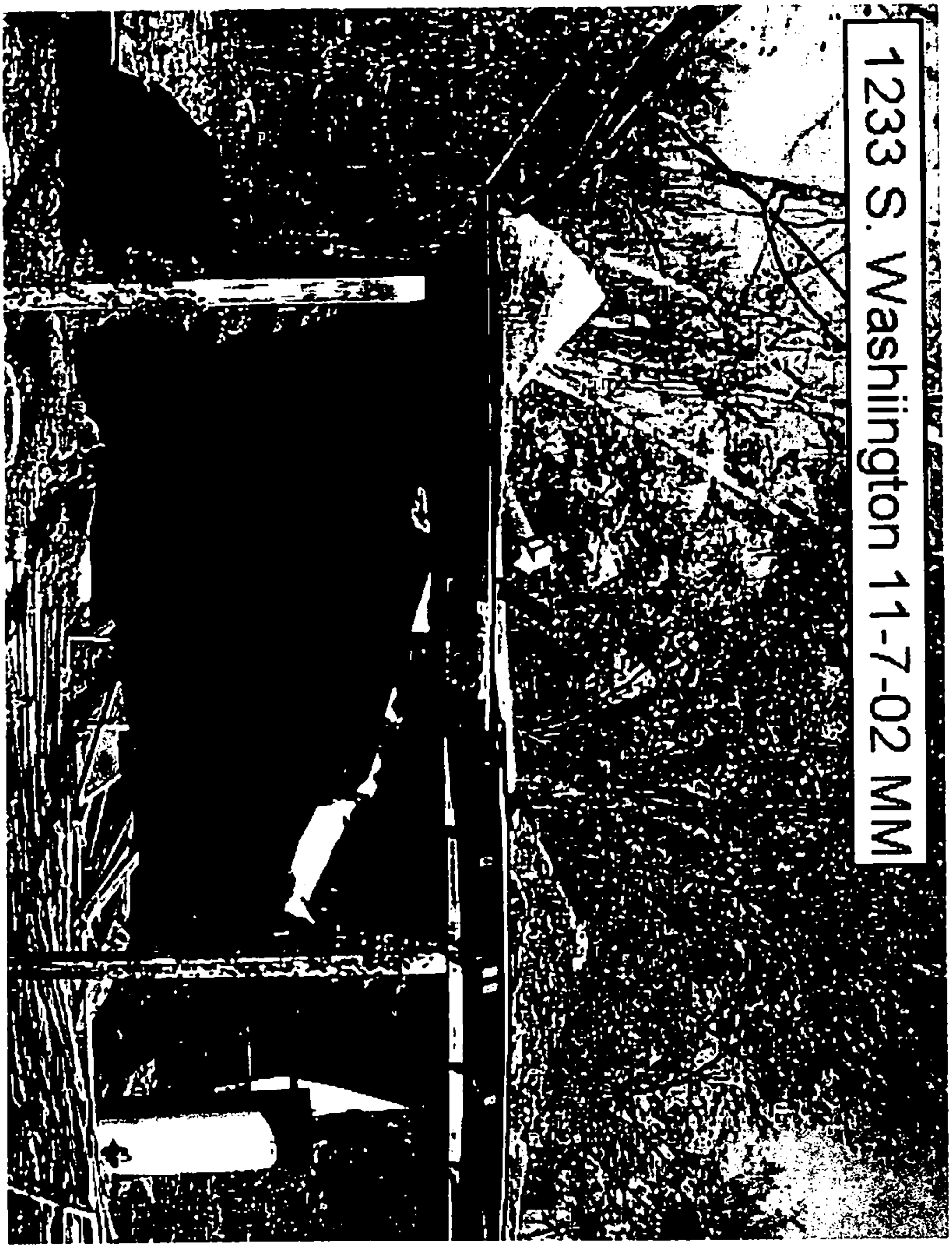
On August 2, 2002, Bertha Hayes (owner) signed for the violation notice which was sent via certified mail. A time period of thirty days was given to acquire a permit and make repairs or demolish the structure. This is a garage.

An inspection was performed on November 7, 2002. There has not been any improvements or demolition work performed on this dwelling. As of February 27, 2003 there is not an active permit on this dwelling.

Based on the inspections conducted by the Code Compliance staff, it has been determined that this structure is beyond repair.

Hugh Earnest ok for agenda
CDO


1233 S. Washington 10-3-02 MM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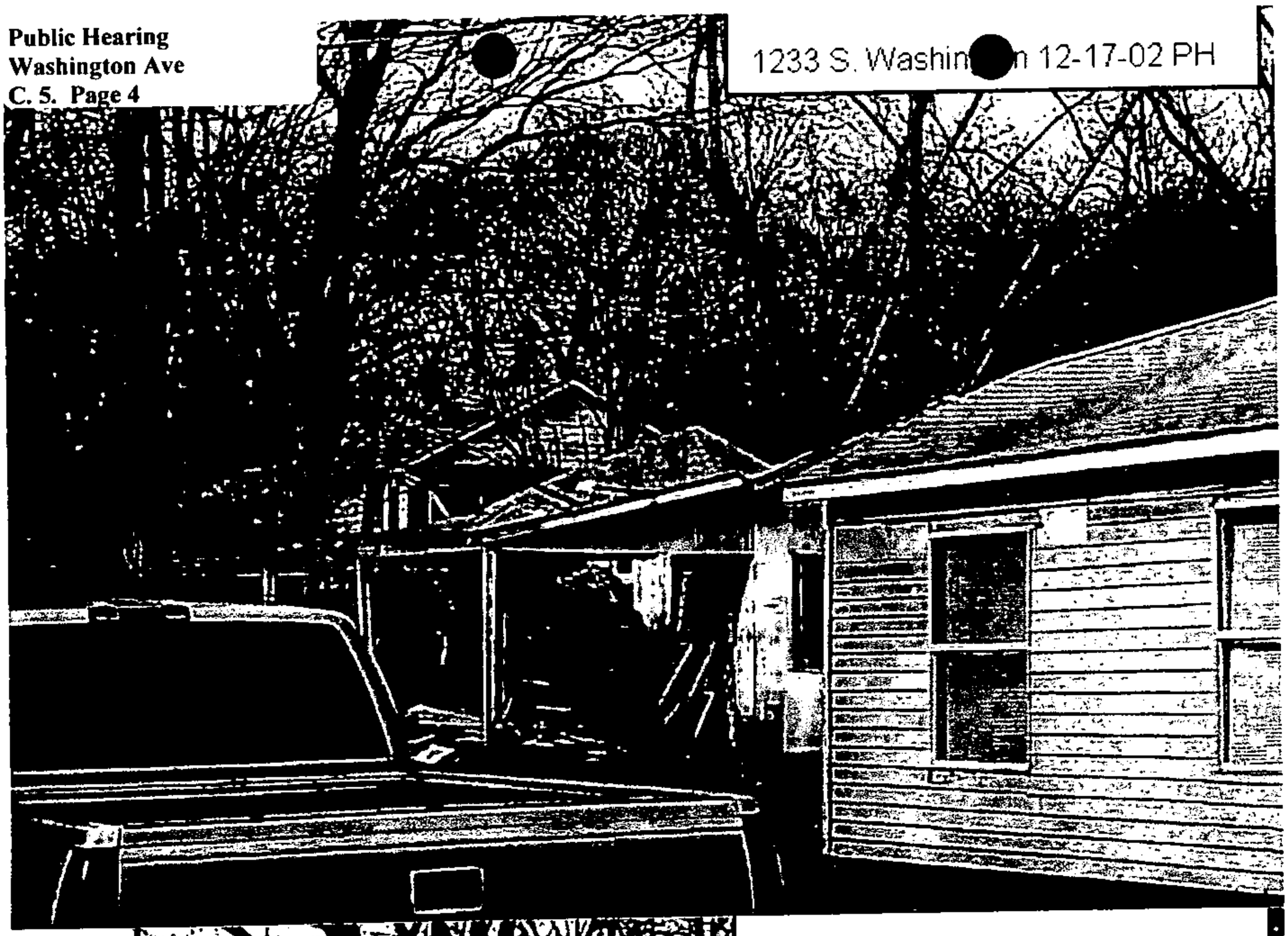
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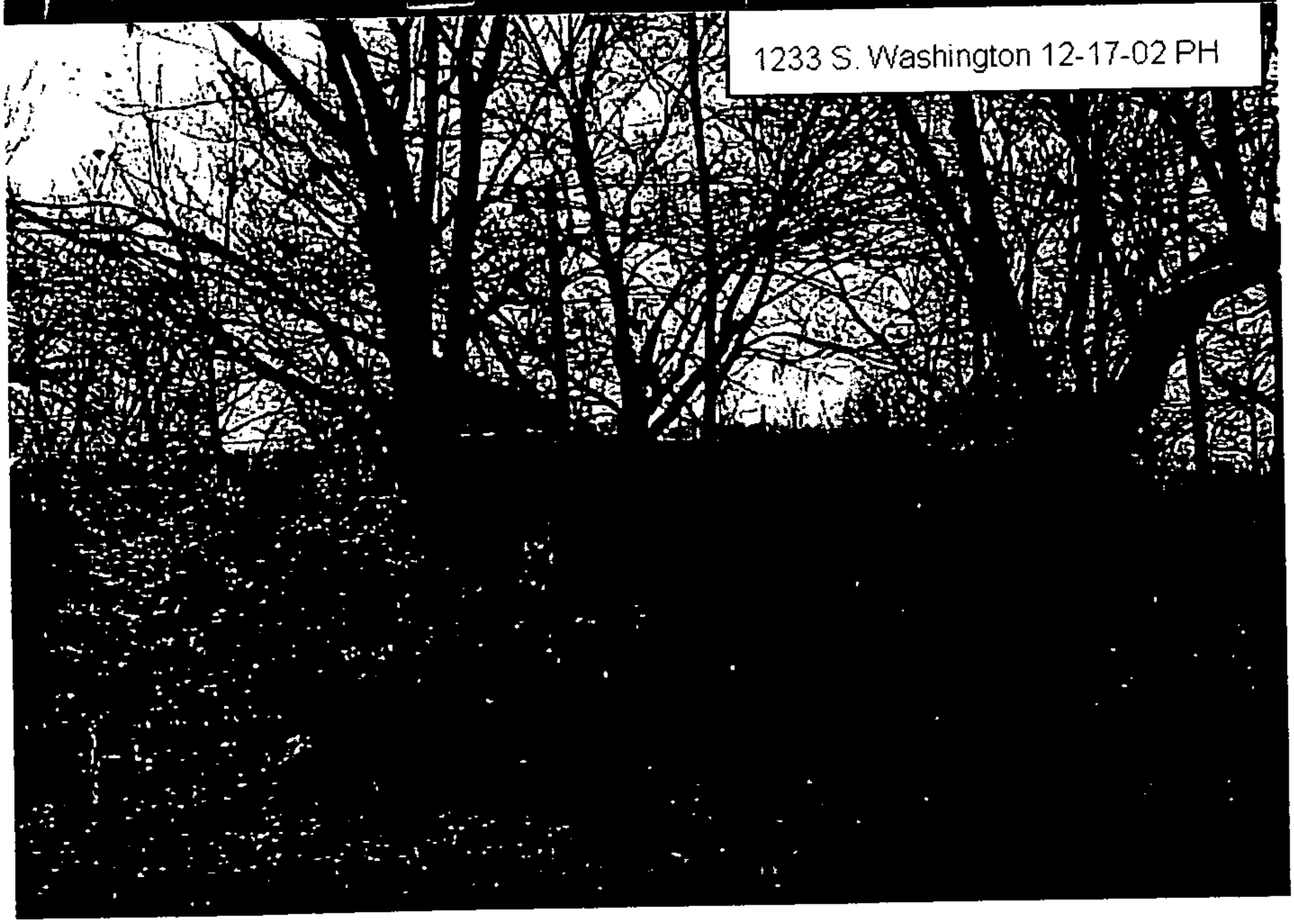
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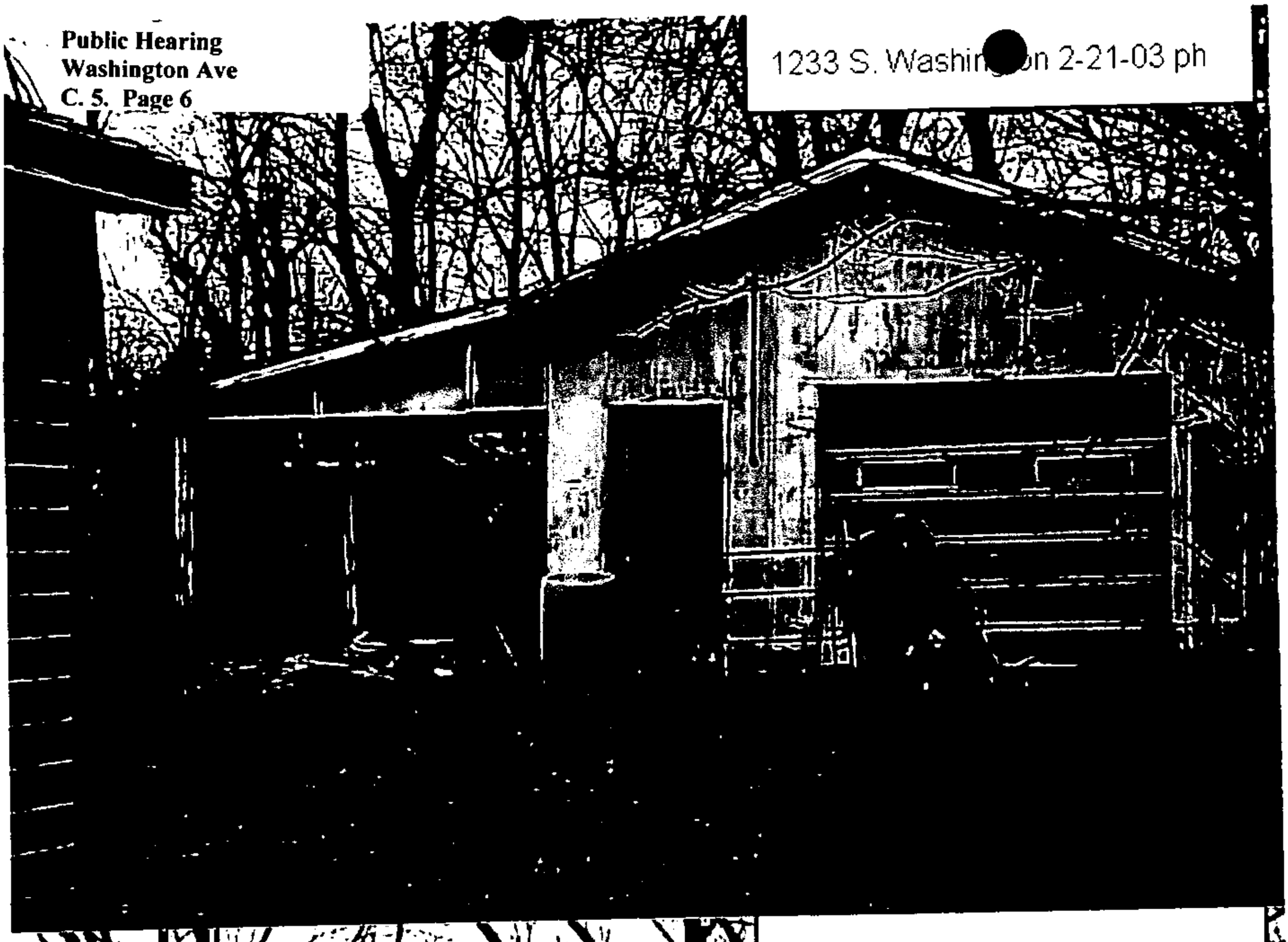
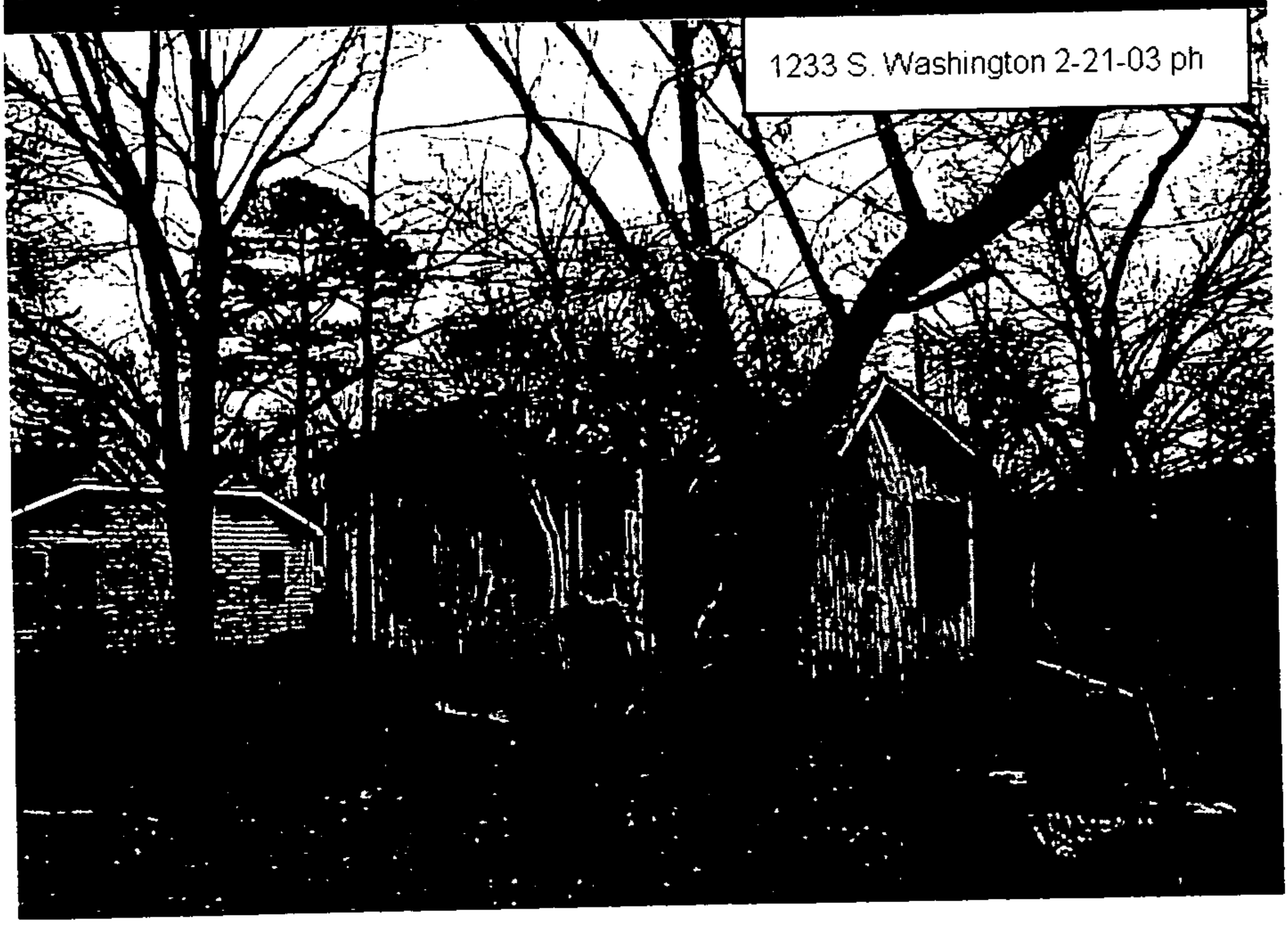
1233 S. Washington 2-21-

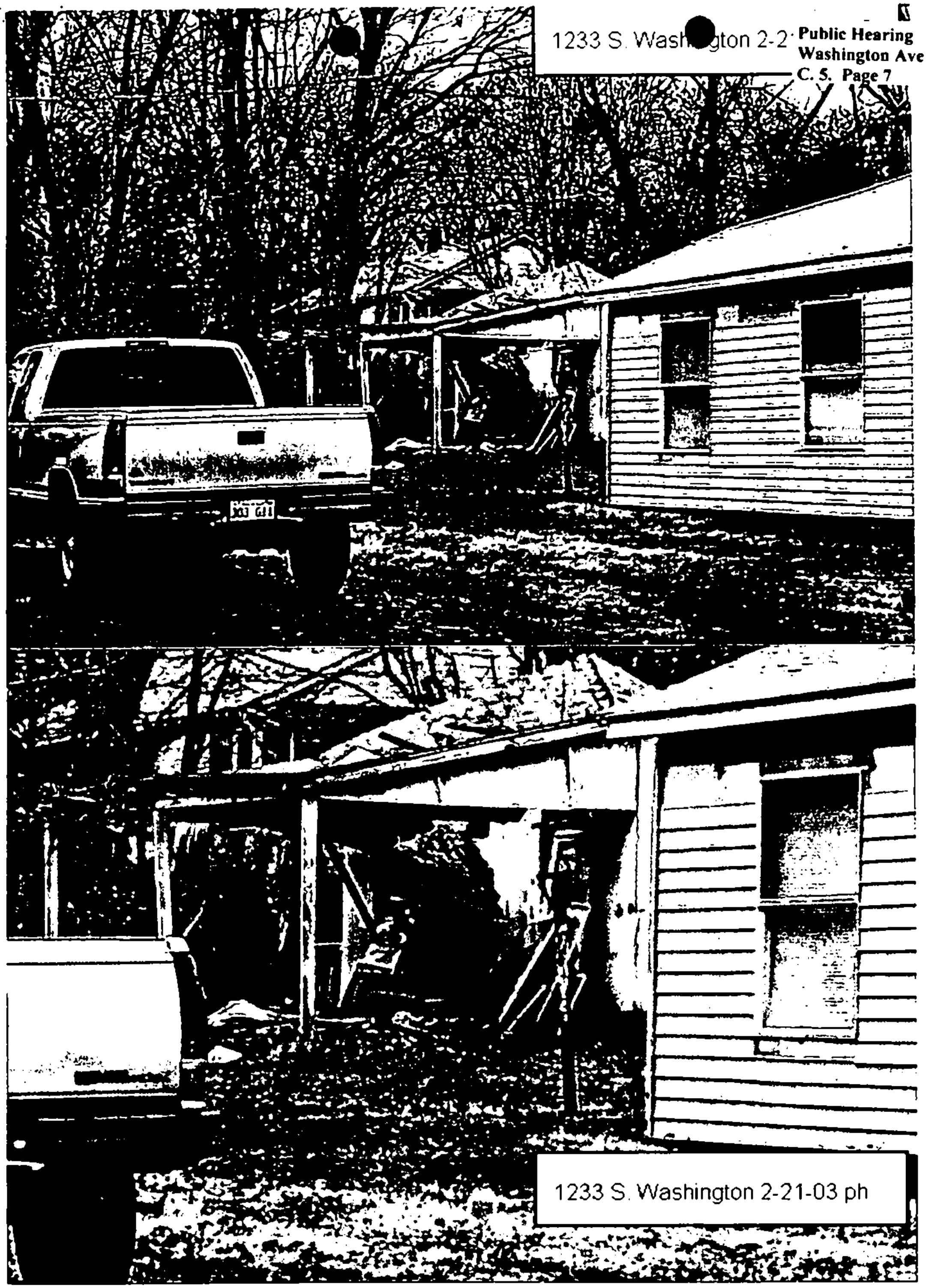
1233 S. Washington 2-21-03 ph

Public Hearing
Washington Ave
C. 5. Page 6



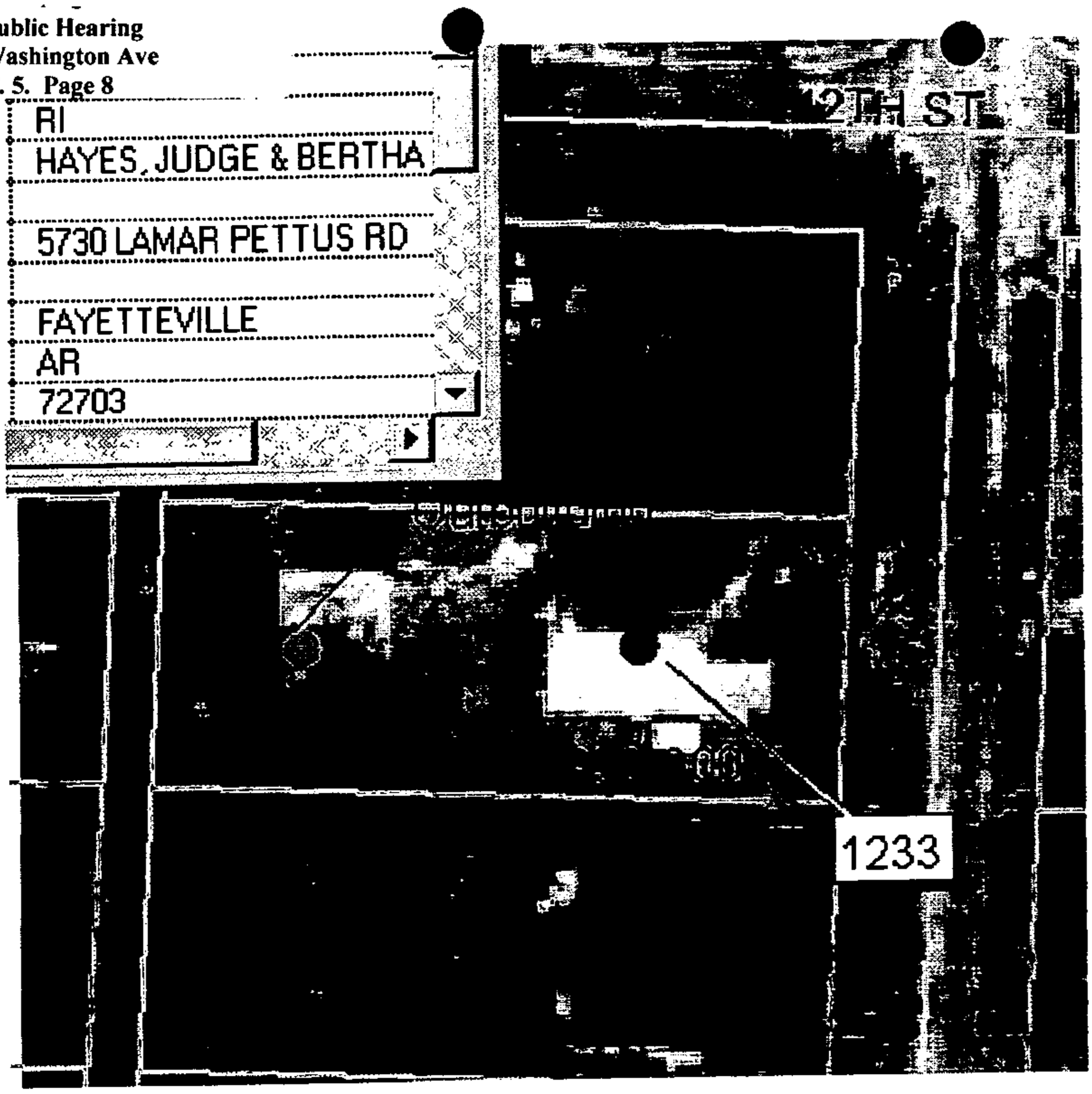


1233 S. Washington 2-2 Public Hearing
Washington Ave
C. 5. Page 7



1233 S. Washington 2-21-03 ph

Public Hearing
Washington Ave
C. 5. Page 8



WARRANTY DEED

With Relinquishment of Dower and Curtesy

29.70

FILED FOR RECORD
'00 JUL 31 PM 2 56
WASHINGTON CO AR
K. HARNESS
29.70

KNOW ALL MEN BY THESE PRESENTS:

That Nathan Gregory and Brenda Gregory, husband and wife, hereinafter called GRANTOR a, for and in consideration of the sum of One ($1.00) and other good and valuable consideration DOLLARS in hand paid by Judge Hayes and Bertha Hayes, husband and wife the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Judge Hayes and Bertha Hayes, husband and wife, hereinafter called GRANTEES, and unto their heirs and assigns forever, the following lands lying in Washington County, Arkansas, to wit:

Lot Numbered Nine (9) in Block Numbered Four (4) in Burl Dodd Addition to the City of Fayetteville, Arkansas as per plat of said Addition on file in the office of the Circuit Clerk of Washington County, Arkansas. Subject to all roadways, restrictions, and easements of record.

ARKANSAS DOCUMENTARY $27.50 B210238

ARKANSAS DOCUMENTARY $2.20 D1764

I certify that this document is a true and exact copy to the best of my knowledge.
Granted Judge Hayes
address 5730 Lewis Ellis Rd
Fayetteville, AR 72703

To have and to hold the same unto the said GRANTEE a, and unto their heirs and assigns forever, with all appurtenances thereunto belonging.

And we hereby covenant with said GRANTEE a that we will forever warrant and defend the title to the said lands against all claims whatever.

And we, Nathan Gregory husband and Brenda Gregory wife, for and in consideration of the sum of money, do hereby release and relinquish unto the said GRANTEE a all our rights of curtesy, dower and homestead in and to the said lands.

Witness my hand and seal as such Grantors this 27th day of July 2000

(L.S.) Nathan Gregory (L.S.)
Nathan Gregory

(L.S.) Brenda Gregory (L.S.)
Brenda Gregory

(L.S.) (L.S.)

ACKNOWLEDGMENT

STATE OF Arkansas
COUNTY OF Washington } ss.

20000062891

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Nathan Gregory and Brenda Gregory, husband and wife to me well known as the Grantor a in the foregoing Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Official Notary Public this 27th day July 2000

My Commission expires: 11-22-2003

REBA J SQUIRREL
Notary Public-Arkansas
WASHINGTON COUNTY
My Commission Expires 11-22-2003

Prepared by
Prepared under the direction of the Grantor/Grantee

Reba J Squirrel
NotaryPublic

File No.: 00-2208

Public Hearing
Washington Ave
C. 5. Page 10

HELPING TO BUILD A BETTER COMMUNITY

City of Fayetteville, Arkansas
Community Code Enforcement
113 West Mountain Street
Fayetteville, Arkansas 72701
479- 575- 8232 Fax 479- 444-3445

VIOLATION NOTICE

July 30, 2002

CASE NO. 02630

Owner: Hayes, Judge & Bertha
5730 Lamar Pettus Rd.
Fayetteville, AR 72703

RE: Property @ 1233 S. Washington., Fayetteville, AR
WC Parcel# 765-03353-000

copy

Dear Madam:

It is the goal of the City of Fayetteville to assist property owners whenever possible. The violations that exist on your property require immediate attention.
At this time you have twenty [20] days to correct the following violations:

§ 95.01 Unsightly or unsanitary conditions on real property.
***Corrections required: Remove all trash and debris from property**
Dispose of per City Ordinance

Ordinance 3948 Substandard Structures –
****Correction required: Remove collapsed structure behind house**

*If corrections are not made within 20 days of receipt of this notice, the city will perform the corrections and you will be invoiced for all costs to correct the violations.
**If removal of structure is not done within 30 days the matter will be referred to the City Council for further action
Please call (479) 575-8232 if you have questions or need further information.

Sincerely,

Mike McKimmey
Property Inspector

7-29-02 VT.doc

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7001 1940 0001 4913 6961

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To

Street, Apt. No.; or PO Box No.

City, State, ZIP+4

PS Form 3800, January 2001 — See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Hayes, Judge & Bertha
5730 Lamar Pettus Rd
Fayetteville, AR 72703

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x Bertha Hayes ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery 8-2-02

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☒ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label) 7001 1940 0001 4913 6961

PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-2509

Public Hearing
Washington Ave
C. 5. Page 12

FAYETTEVILLE

City of Fayetteville
Code Compliance Section
113 West Mountain Street
Fayetteville, AR 72701

Helping to build a better Community

FAYETTEVILLE

Feb 24, 2003

Judge & Bertha Hayes
5730 Lamar Pettus Rd
Fayetteville, AR 72703

RE: Enforcement of Ordinance173.08
Arkansas Code Ann. § 15-55-207

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A. §15-55-207 at 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the structure located at 1233 S Washington Ave, Fayetteville, Arkansas 72701, should be Razed and Removed. You are free to appear at this hearing to present any evidence or statements.

The hearing will be part of a regular City Council meeting – probably on April 1, 2003 beginning at 6:00 p.m. at the City Administration Building, 113 W. Mountain St, Fayetteville, AR 72701. It is possible that this hearing may be conducted at a later meeting such as April 15, 2003 or thereafter. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (575-8323) for information confirming the date of the public hearing. If you need additional information concerning this process please call the Code Compliance Office (575-8270).

Sincerely,

Don Hancock
Code Compliance
Project Coordinator

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7001 1940 0001 4913 4080

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To: Judge & Bertha Hayes
Street, Apt. No., or PO Box No.: 5730 Lamar Petus Rd
City, State, ZIP+4: Fayetteville AR 72703

PS Form 3800, January 2001 — See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Judge & Bertha Hayes
5730 Lamar Petus Rd
Fayetteville AR
72703

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Judge Hayes ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery: 12503

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label): 7001 1940 0001 4913 4080

PS Form 3811, August 2001 — Domestic Return Receipt — 102595-01-M-2509

Public Hearing
Washington Ave
C. 5. Page 14

Record 1 of 1 Last Updated 06/01/02

Parcel Number: 765-03353-000 Prev. Parcel Number: 137238-000-00 Type: RI
Location: 1233 S WASHINGTON AVE
Owner Name: HAYES, JUDGE & BERTHA
Mailing Address: 5730 LAMAR PETTUS RD FAYETTEVILLE AR 72703
Lot: 009 Block: 004 S-T-R: 22-16-30
Addition: BURL DODD ADD
School District: FAYETTEVILLE SCHOOLS Tax District: 011
City: FAYETTEVILLE
Legal:
Current Year A79 Credit Status: V

Last Appraised: 2001	Appraised Value	Taxable Value
Land	11,000	2,160
Improvement	26,400	4,224
Total	37,400	6,384

Tax History

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Total Tax	Total Tax Paid	A79 Credit	A79 Status	Payment Status
2001	6,852	$304.07	$0.00	$0.00	$0.00	$304.07	$0.00			
2000				DELIQUENT						
1999	6,320	$272.38	$0.00	$0.00	$0.00	$272.38	$272.38			PAID
1998	6,320	$272.92	$0.00	$0.00	$0.00	$302.81	$302.61			PAID
1997	6,320	$272.92	$0.00	$0.00	$0.00	$325.40	$325.40			PAID
1996	6,320	$272.92	$0.00	$0.00	$0.00	$272.92	$272.92			PAID
1995	6,320	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			PAID

Available Tax Payment Receipt(s)

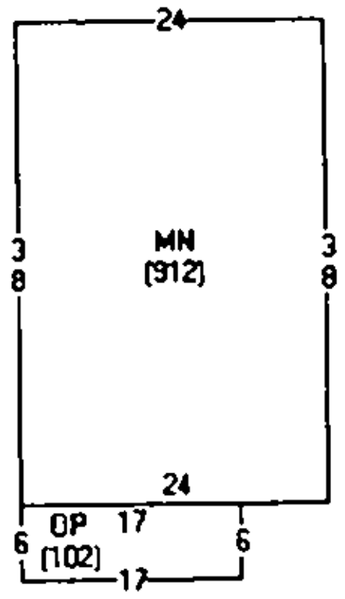
Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty Tax	Payment
1999	8105	07/31/00	$272.38	$0.00	$0.00	$0.00	$0.00	$272.38
1998	8104	07/31/00	$136.46	$0.00	$0.00	$0.00	$29.69	$166.15

Deed History

Date	Book	Page	Grantee1	Grantee2	Deed Type	Sale Amount	Revenue Amount
7/27/2000	2000	62891	HAYES, JUDGE & BERTHA		WD	8,000	29.70
	LDS 2000-62891 WD REV $29.70 (9M)						
2/25/2000	2000	14822	GREGORY, NATHAN & BRENDA		WD	0	0.00
	LRR 2000-14822 WD NO REV QCD 2000-14823 QCD NO REV						
1/1/1985	1133	781	GREGORY, LENA DELOICE			0	0.00

Structure Number	Occupancy Type	Construction Type	First Floor Living Area	Total Living Area	Age or Year Constructed	Basement Area
01	SF	FS	912	912	64	0

Sketch:



Next Item | Previous Item | Return to Search Results | Modify Search | New Search

#6 NB

RESOLUTION NO. _____

A RESOLUTION APPROVING THE ACQUISITION, PURSUANT TO A LEASE-TO-OWN AGREEMENT WITH BANC OF AMERICA LEASING AND CAPITAL, LLC, OF ONE (1) 95' TELESCOPING PLATFORM AERIAL UNIT AND THREE (3) FIRE ENGINE UNITS (PUMPERS) FROM LEECO, INC. FOR A TOTAL AMOUNT OF ONE MILLION SEVEN HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED SIXTY-FIVE DOLLARS AND FORTY-NINE CENTS ($1,769,865.49) AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF THIRTY-SEVEN THOUSAND ONE HUNDRED FORTY-FOUR DOLLARS ($37,144.00) FOR SAME.

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 the acquisition, pursuant to a lease-to-own agreement with Banc of America Leasing and Capital, LLC, of One (1) 95' Telescoping Platform Aerial Unit and Three (3) Fire Engine Units (pumpers) from Leeco, Inc. for a total amount of One Million Seven Hundred Sixty-Nine Thousand Eight Hundred Sixty-Five Dollars and Forty-Nine Cents ($1,769,865.49)

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a budget adjustment in the amount of Thirty-Seven Thousand One Hundred Forty-Four Dollars ($37,144.00) for same.

PASSED and **APPROVED** this 15th day of April, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor / City Council

FROM: Yolanda Fields, Code Compliance Director

DATE: February 27, 2003

SUBJECT: **Case:** Raze & Remove: 525 S Lytton Ave
Service Request Number 1611, Case Number 1028

This case opened in May 2002. Property is located off Huntsville Rd in Southeast Fayetteville.

Current Status:

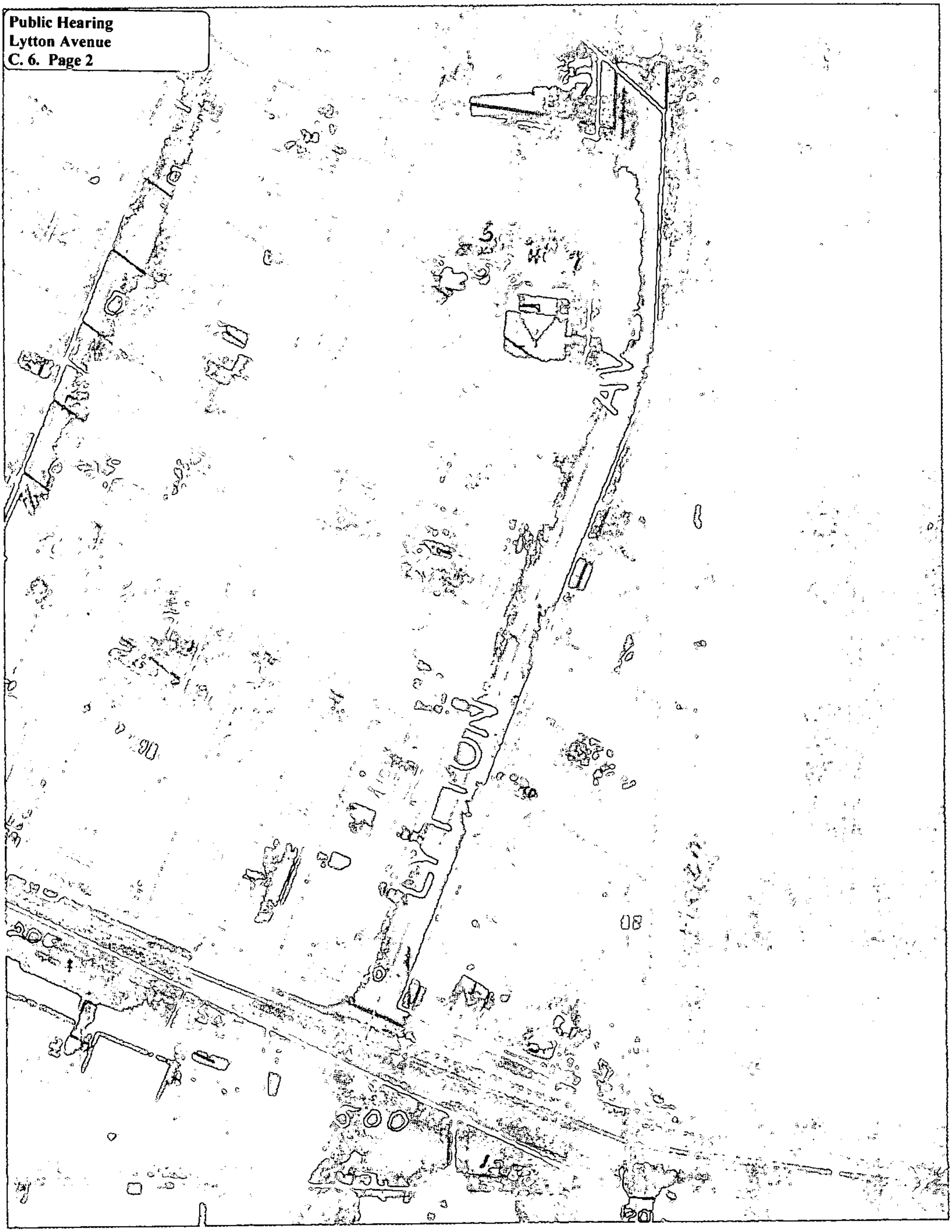
On December 7, 2002, Judean Tackett signed for the violation notice which was sent via certified mail. A time period of thirty days was given to acquire a permit and make repairs or demolish the dwelling.

An inspection was performed on January 16, 2002. There has not been any improvements or demolition work performed on this dwelling. As of February 27, 2003 there is not an active permit on this dwelling. There has not been any water service to this dwelling since 1987.

Based on the inspections conducted by the Code Compliance staff, it has been determined that this dwelling is beyond repair.

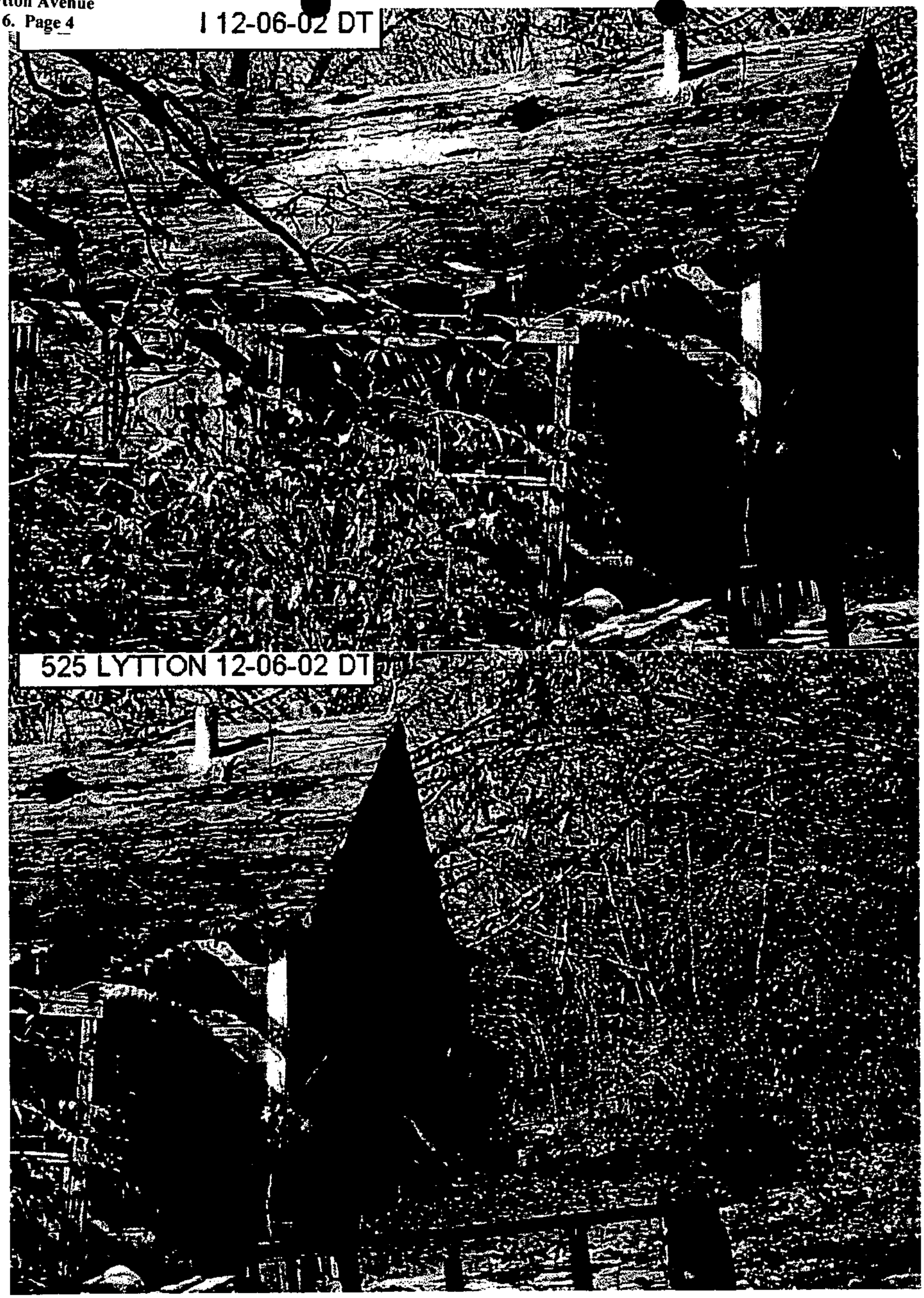
Hugh Sainet ok for agenda
CAO

Public Hearing
Lytton Avenue
C. 6. Page 2



525 LYTTON 12-12-02 D1

525 LYTTON 12-12-02 D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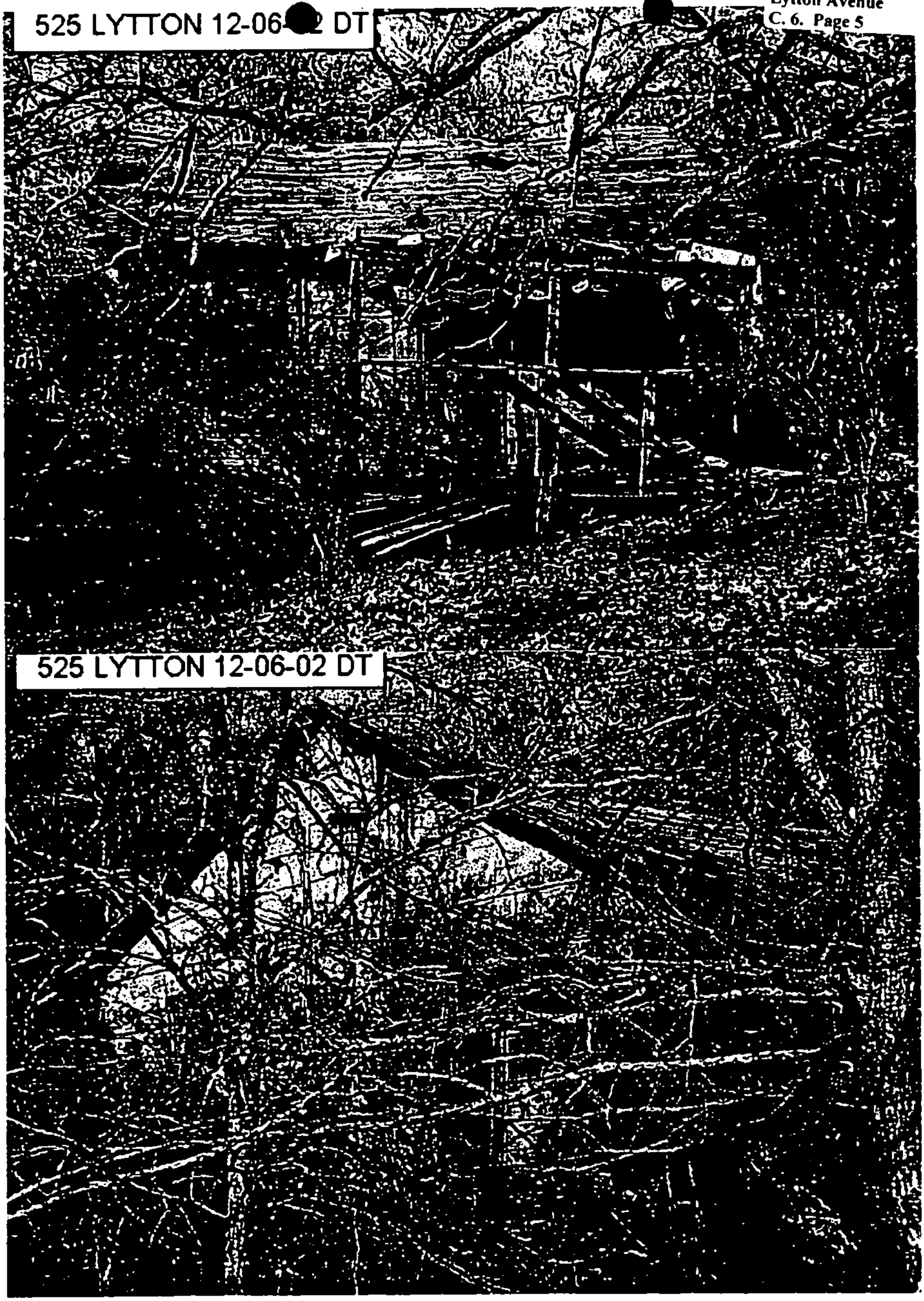
525 LYTTON 12-06-02 DT

525 LYTTON 12-06-02 DT



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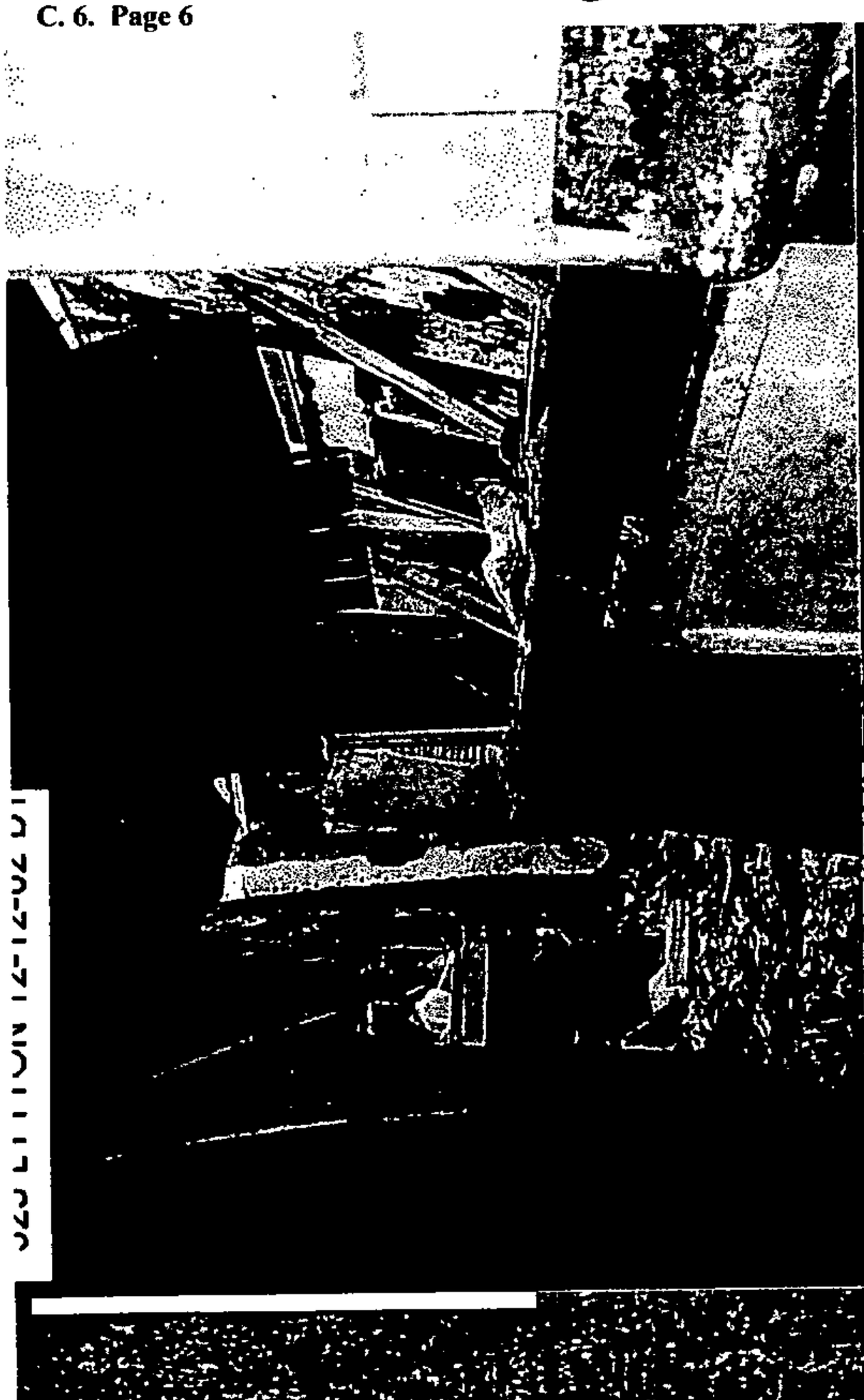
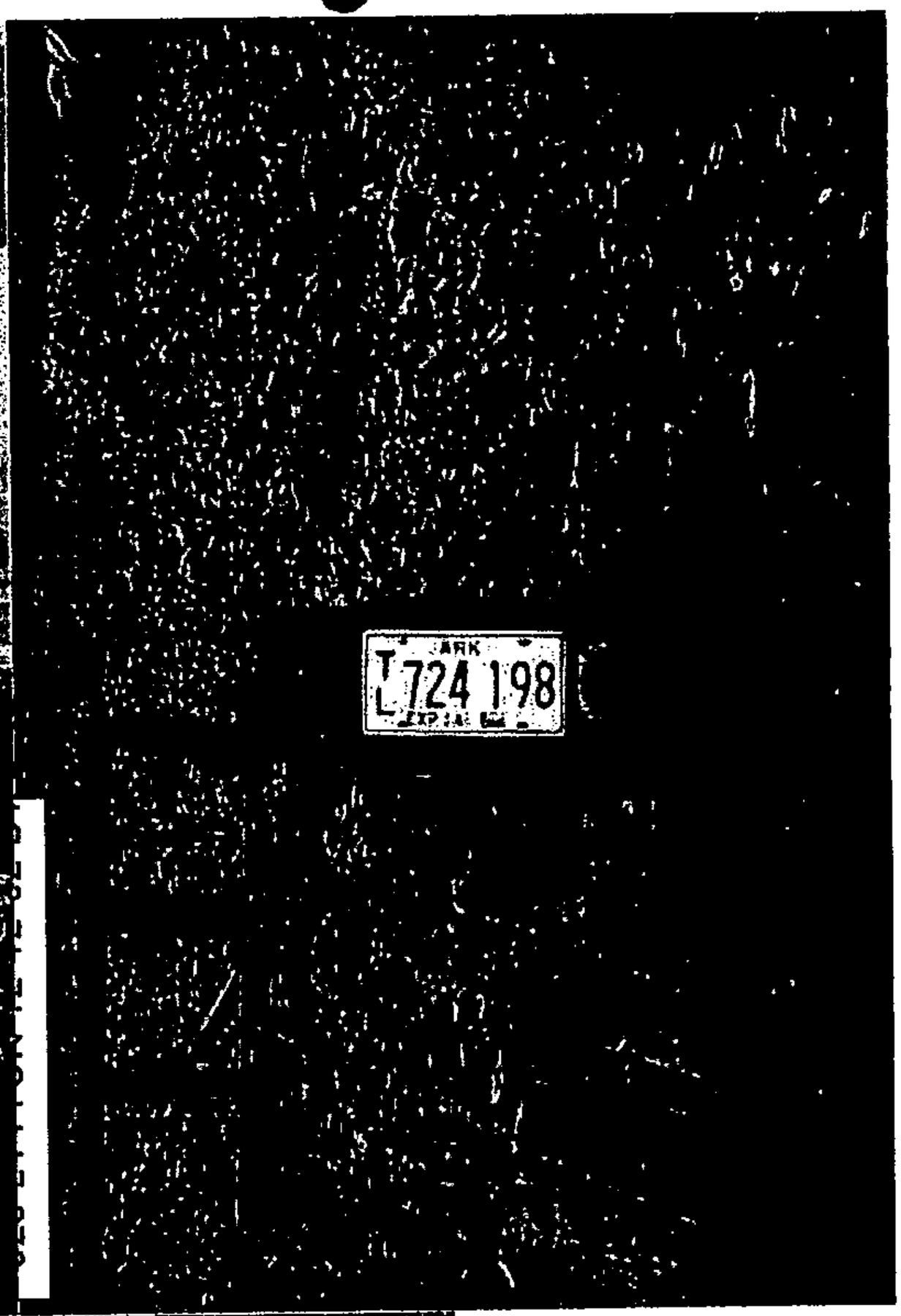
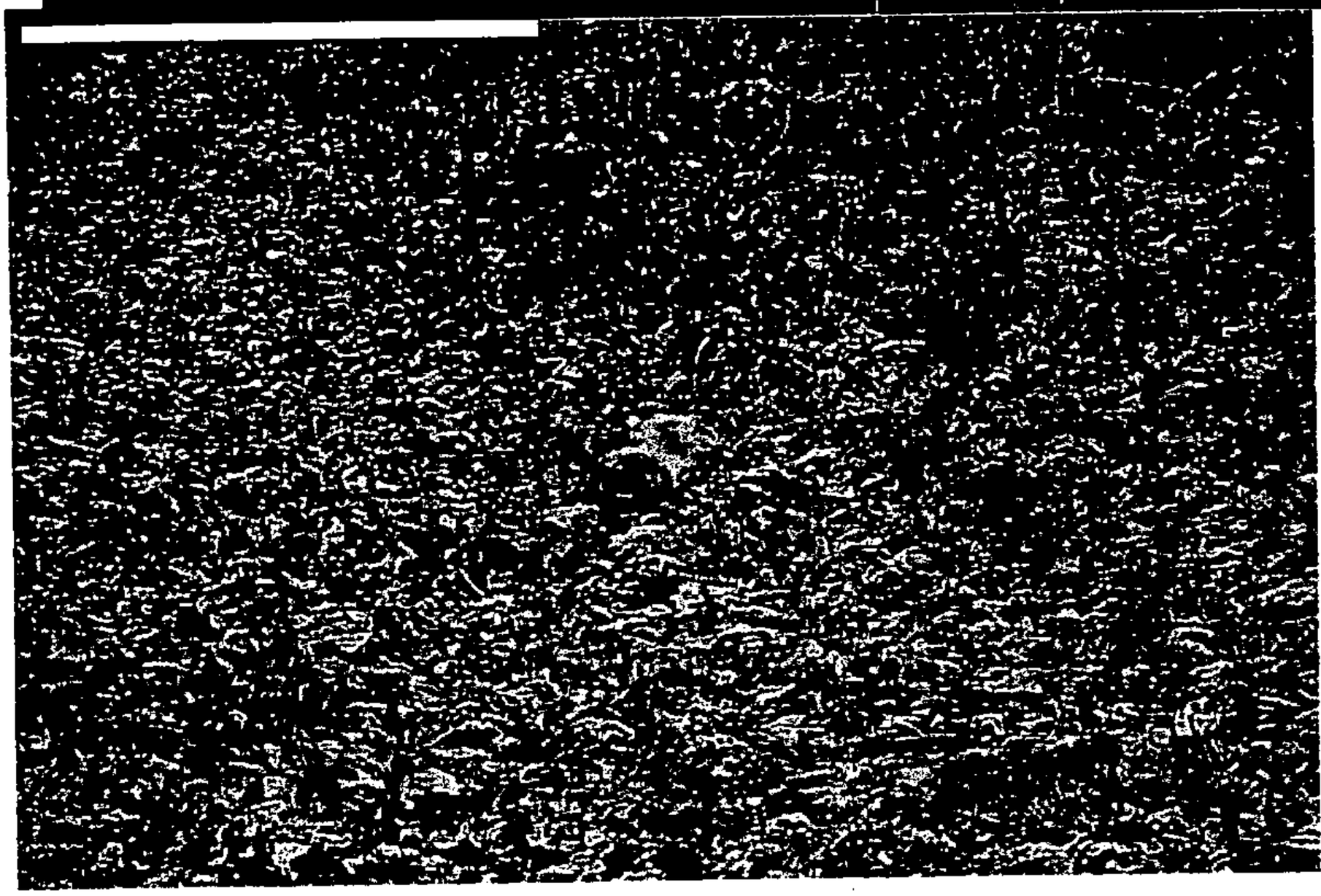
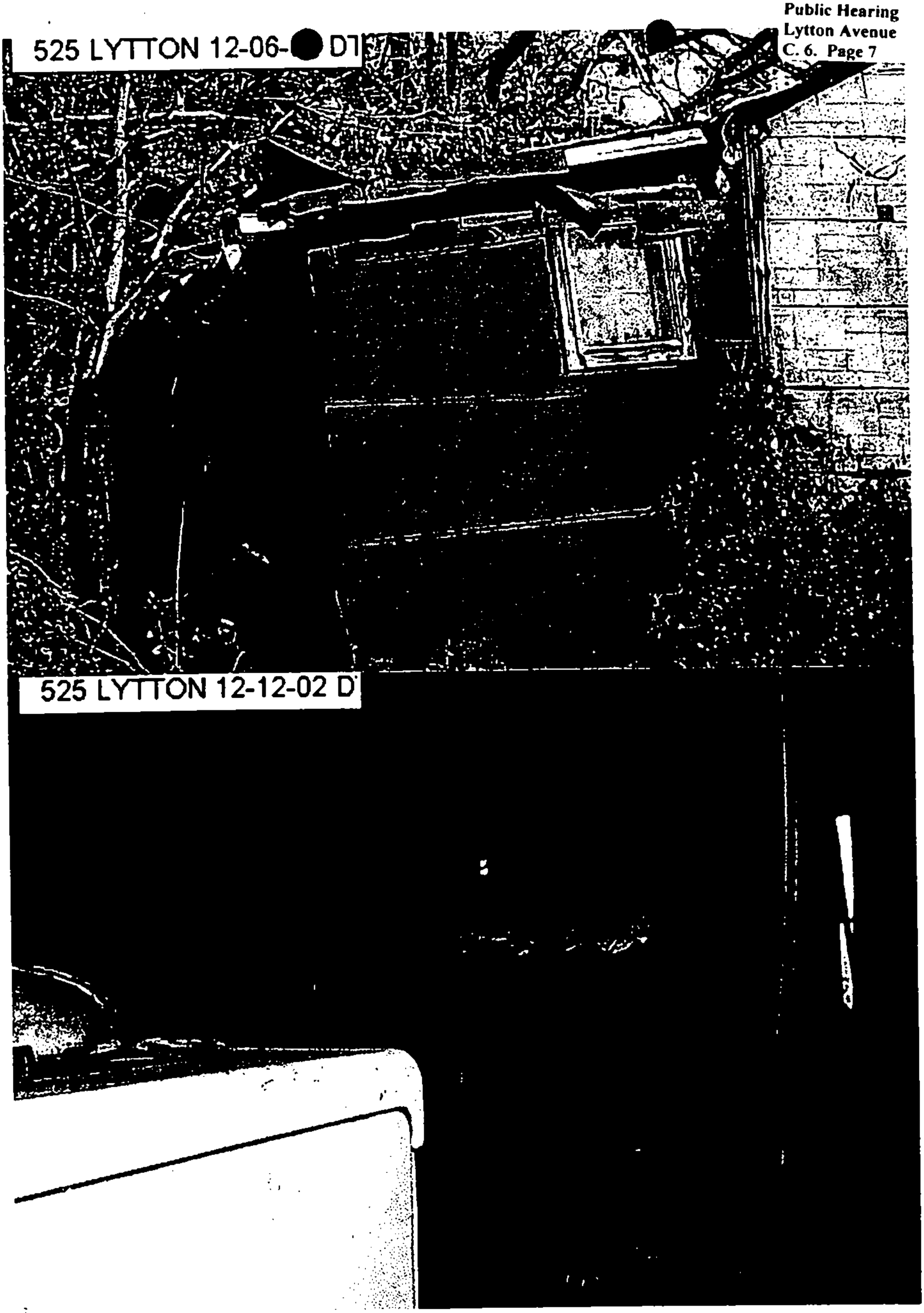



ARK
L 724 198



525 LYTTON 12-06-● D1



525 LYTTON 12-12-02 D

Public Hearing
Lytton Avenue
C. 6. Page 8

HELPING TO BUILD A BETTER COMMUNITY

City of Fayetteville, Arkansas
Community Code Enforcement
113 West Mountain Street
Fayetteville, Arkansas 72701
479- 575- 8232 Fax 479- 444-3445

VIOLATION NOTICE

DECEMBER 05 2002

CASE NO. 1028

Owner: JAMES R. & BECKIE E. TACKETT
C/O OTHA TACKETT
2013 OAK HILL DR
SPRINGDALE AR. 72764

RE: Property @ 525 LYTTON, Fayetteville, AR
WC Parcel# 765-05257-000

Dear Sir:

This letter is to inform you that the following violations exist at the above referenced address and are in need of correction per city codes and ordinances:

Ordinance 3948 **Building that is Dilapidated, Unsafe, Unsanitary and Detrimental to the Public Welfare.**

Please obtain a building permit and make repairs or demolish the building and remove all debris from the lot.

At this time you have thirty [30] days to correct the violations. Please give this matter your highest attention so that further legal action will not be necessary.

Please contact Community Code Enforcement so we can discuss the problems and assist with advice for correction. If you have any comments or questions, please call (479)-575-8240.

Sincerely,

DAVID TRUAX
Property Inspector

12-05-02 VRR.doc

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

7001 1940 0001 4913 6688

Sent To: James R & Beckie E Tackett
Street, Apt. No.; or PO Box No.: c/o Otha Tackett 2013 Oak Hill
City, State, ZIP+4: Springdale 72764

PS Form 3800, January 2001 — See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

James R. + Beckie E. Tackett
C/o Otha Tackett
2013 Oak Hill Dr
Springdale AR. 72764

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name): JUDEAN TACKETT
C. Date of Delivery: 12/7/02

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7001 1940 0001 4913 6688

PS Form 3811, August 2001 — Domestic Return Receipt — 102595-01-M-2509

Public Hearing
Lytton Avenue
C. 6. Page 10

FAYETTEVILLE

City of Fayetteville
Code Compliance Section
113 West Mountain Street
Fayetteville, AR 72701

Helping to build a better Community

FAYETTEVILLE

Feb 24, 2003

James R & Beckie E Tackett
C/O Otha Tackett
2013 Oak Hill DR
Springdale, AR 72764

RE: Enforcement of Ordinance173.08
Arkansas Code Ann. § 15-55-207

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A. §15-55-207 at 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at 525 Lytton, Fayetteville, Arkansas 72701, should be Razed and Removed. You are free to appear at this hearing to present any evidence or statements.

The hearing will be part of a regular City Council meeting – probably on April 1, 2003 beginning at 6:00 p.m. at the City Administration Building, 113 W. Mountain St, Fayetteville, AR 72701. It is possible that this hearing may be conducted at a later meeting such as April 15, 2003 or thereafter. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (575-8323) for information confirming the date of the public hearing. If you need additional information concerning this process please call the Code Compliance Office (575-8270).

Sincerely,

Don Hancock
Code Compliance
Project Coordinator

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7001 1940 0001 4913 4097

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To: James & Beckie Tackett
Street, Apt. No.; or PO Box No.: 2013 Oak Hill Dr
City, State, ZIP+4: Springdale AR 72764

PS Form 3800, January 2001 — See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

James or Beckie Tackett
c/o ~~Debbie~~ Tackett
2013 Oak Hill Dr
Springdale AR
72764

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) [illegible] C. Date of Delivery 2-12-02

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7001 1940 0001 4913 4097

PS Form 3811, August 2001 — Domestic Return Receipt — 102595-01-M-2509

Public Hearing
Lytton Avenue
C. 6. Page 12

Record **1** of **1** Last Updated 12/05/02

Parcel Number: **765-05257-000** Prev. Parcel Number: **138917-000-00** Type: **RM**
Location: **525 LYTTON**
Owner Name: **TACKETT, JAMES R. & BECKIE E.**
Mailing Address: **% OTHA TACKETT 2013 OAK HILL DR SPRINGDALE AR 72764**
Lot: Block: S-T-R: **15-16-30**
Addition: **FAIRLAND ADD**
School District: **FAYETTEVILLE SCHOOLS** Tax District: **011**
City: **FAYETTEVILLE**
Legal: **PT LOT 14 & ALL LOT 15 BLOCK 3**
Current Year A79 Credit Status:

Last Appraised: **2001**	**Appraised Value**	**Taxable Value**
Land	**8,100**	**1,620**
Improvement	**1,600**	**320**
Total	**9,700**	**1,940**

Tax History

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Total Tax	Total Tax Paid	A79 Credit	A79 Status	Payment Status
2001				**DELIQUENT**						
2000				**DELIQUENT**						
1999				**DELIQUENT**						
1998				**DELIQUENT**						
1997	**1,950**	**$100.04**	**$0.00**	**$0.00**	**$0.00**	**$100.04**	**$100.04**			**PAID**
1996	**1,950**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			**PAID**
1995	**1,950**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			**PAID**

Deed History

Date	Book	Page	Grantee1	Grantee2	Deed Type	Sale Amount	Revenue Amount
1/1/1985	**1069**	**669**	**TACKETT, JAMES R. & BECKIE E.**		**WD**	**0**	**0.00**

8/26/88 EQB REM DWG CONDEMNED BY CITY-NO VALUE

Next Item | Previous Item | Return to Search Results | Modify Search | New Search

Record 1 of 1 Last Updated 12/06/02

Parcel Number: 765-05268-000 Prev. Parcel Number: 138918-000-00 Type: RV
Location: 0
Owner Name: TACKETT, JAMES R. & BECKIE E.
Mailing Address: % OTHA TACKETT 2013 OAK HILL DR SPRINGDALE AR 72764
Lot: Block: S-T-R: 16-16-30
Addition: FAIRLAND ADD
School District: FAYETTEVILLE SCHOOLS Tax District: 011
City: FAYETTEVILLE
Legal: PT LOT 16 BLOCK 3
Current Year A79 Credit Status:

Last Appraised: 2001	Appraised Value	Taxable Value
Land	1,000	200
Improvement	0	0
Total	1,000	200

Tax History

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Total Tax	Total Tax Paid	A79 Credit	A79 Status	Payment Status
2001				DELIQUENT						
2000				DELIQUENT						
1999				DELIQUENT						
1998				DELIQUENT						
1997	300	$15.39	$0.00	$0.00	$0.00	$15.39	$15.39			PAID
1996	300	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			PAID
1995	300	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			PAID

Deed History

Date	Book	Page	Grantee1	Grantee2	Deed Type	Sale Amount	Revenue Amount
1/1/1985	1069	669	TACKETT, JAMES R. & BECKIE E.		WD	0	0.00

8/10/87 DWG TRANS TO CR #05259 FOR '86, RGG PUT ON THIS CARD IN ERROR, '86 CR #1602, CHG #1665 & '87 CR #3917, CHG #3924

Next Item | Previous Item | Return to Search Results | Modify Search | New Search

WARRANTY DEED

with relinquishment of dower/curtesy and homestead

KNOW ALL MEN BY THESE PRESENTS:

That ~~we~~ I, JAMES R. TACKETT

FILED FOR RECORD
1982 OCT 21 AM 10 50
WASHINGTON COUNTY, ARK.
ALMA ROLLMEYER
Do not write in this space CIRCUIT CLERK

for and in consideration of the sum of One Dollar and other good and valuable consideration to us in hand paid by JAMES R. TACKETT and BECKIE ELNORA TACKETT, husband and wife, as tenants by the entirety

do hereby grant, bargain and sell unto the said JAMES R. TACKETT and BECKIE ELNORA TACKETT, husband and wife, as tenants by the entirety, their

heirs and assigns, the following described land, situate in

--------WASHINGTON---------- County, State of Arkansas, to-wit:

A part of Lot 16, Block 3, Fairland Addition to the City of Fayetteville, Arkansas, being more particularly described as follows, to-wit: Beginning at a point ten (10) feet North of the Southwest corner of said lot and running thence North forty (40) feet; thence Southeast one hundred forty (140) feet more or less to the Northeast corner of said lot; thence Southwesterly to the point of beginning.

ALSO:

Lots Numbered Fourteen (14) and Fifteen (~~14~~ 15) in Block Numbered Three (3) in FAIRLAND ADDITION to the City of Fayetteville, Arkansas, as per plat of said addition on file in the office of the Circuit Clerk and Ex-Officio Register of Deeds of Washington County, Arkansas

This Deed Prepared By:

Richard Hipp
Attorney at Law
120 West Spring Street
Fayetteville, AR 72701

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said JAMES R. TACKETT BECKIE ELNORA TACKETT, husband and wife, as tenants by the entirety, their heirs and assigns, forever. And I, the said JAMES R. TACKETT hereby covenant that ~~we~~ I am lawfully seized of said land and premises; that the same is unincumbered, and ~~we~~ I will forever warrant and defend the title to the said lands against all legal claims whatever.

And I, the said JAMES R. TACKETT ~~our husband and wife~~ in consideration of said sum of money, do hereby release and relinquish unto the said JAMES R. TACKETT and BECKIE ELNORA TACKETT, husband and wife, as tenants by the entirety all my interest, right, title and ~~dower~~/curtesy and convey my homestead in and to said lands.

WITNESS my hand and seal on this 18th day of October 1982.

James R. Tackett (Seal)

_____ (Seal)

_____ (Seal)

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
County of Washington)

Book 1069 669

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, JAMES R. TACKETT to me well known as the Grantor in the foregoing Deed, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 18th day of October 1982.

My Commission expires:

1-4-84

Charlcia Pardue
NOTARY PUBLIC.

#7 NB

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FURTHER COMPETITIVE BIDDING TO ALLOW THE CITY OF FAYETTEVILLE TO ENTER INTO A FIFTEEN (15) YEAR PURCHASING AGREEMENT WITH EMERGENCY ONE FIRE APPARATUS, INC. AND LEECO, INC.

WHEREAS, acquisition of fire apparatus from a single-source vendor will result in a standardized fleet, and;

WHEREAS, this will allow for standardized training for Fire Department personnel, as well as more efficient and effective equipment maintenance and warranty work, and;

WHEREAS, such standardization will result in both increased operating economies and a higher level of fire protection for the citizens of Fayetteville, and;

WHEREAS, the City Council finds that such circumstances constitute an exceptional situation where further competitive bidding is not feasible or 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 further competitive bidding to allow the City of Fayetteville to enter into a fifteen (15) year purchasing agreement with Emergency One Fire Apparatus, Inc. and Leeco, Inc. for the acquisition of fire apparatus.

PASSED and **APPROVED** this 15th day of April, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor / City Council

FROM: Yolanda Fields, Code Compliance Director

DATE: February 14, 2003

SUBJECT: **Case:** Raze & Remove: 202 W. Pear St
Service Request Number 1723, Case Number 1029

This case opened in June 2002. Property is located off Cato Springs Rd in Southwest Fayetteville.

Current Status:

On November 6, 2002, Ms. Drain (owner) signed for the violation notice which was sent via certified mail. A time period of thirty days was given to acquire a permit and make repairs or demolish the dwelling.

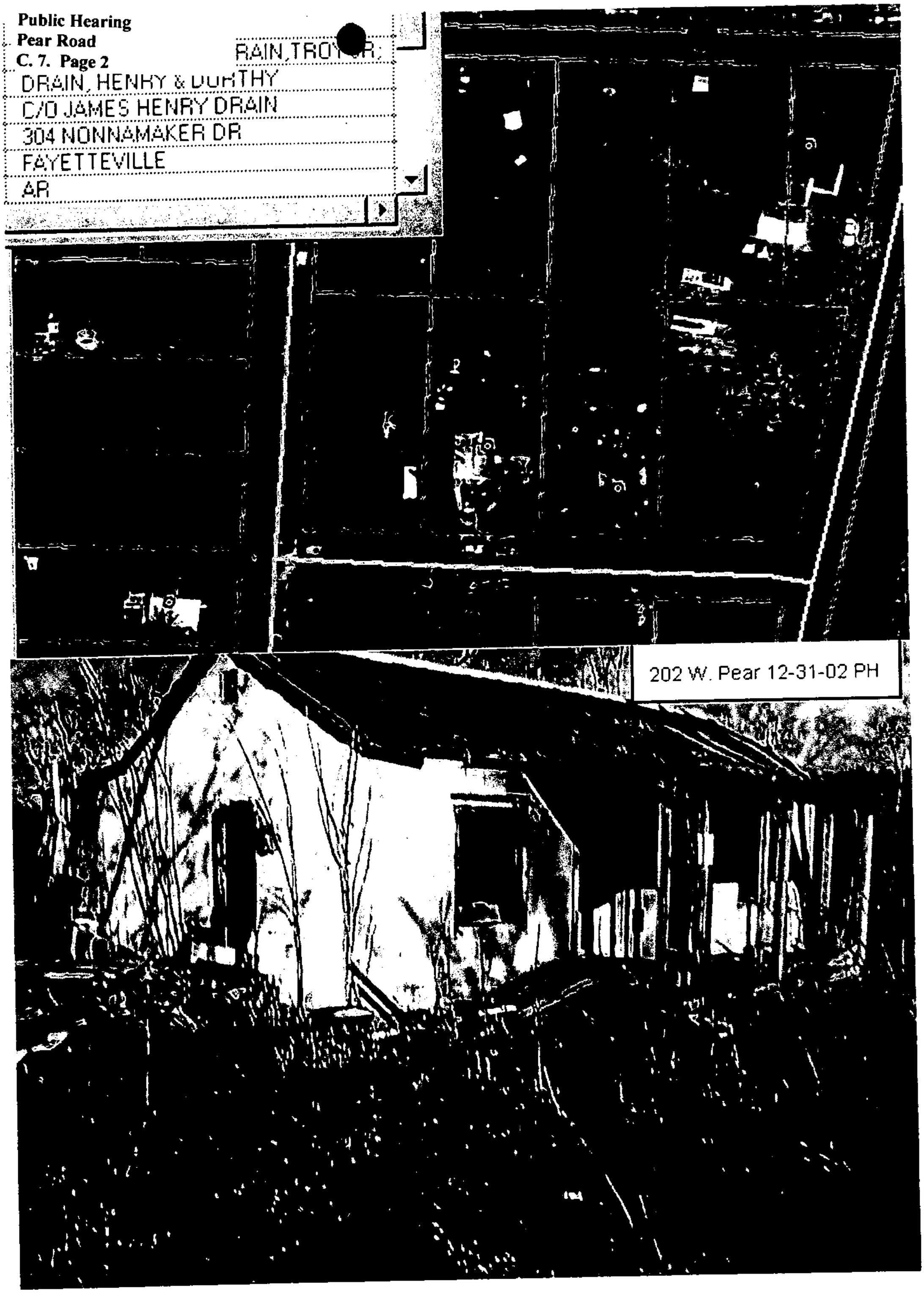
An inspection was performed on December 4, 2002 the windows and doors had been removed from the dwelling. As of February 14, 2003 there is not an active permit on this dwelling. There has not been any water service to this dwelling since 1998.

Based on the inspections conducted by the Code Compliance staff, it has been determined that this dwelling is beyond repair.

Hugh Earnest OK for agenda
C.A.O

Public Hearing
Pear Road
C. 7. Page 2

DRAIN, TROY &R;
DRAIN, HENRY & DOROTHY
C/O JAMES HENRY DRAIN
304 NONNAMAKER DR
FAYETTEVILLE
AR

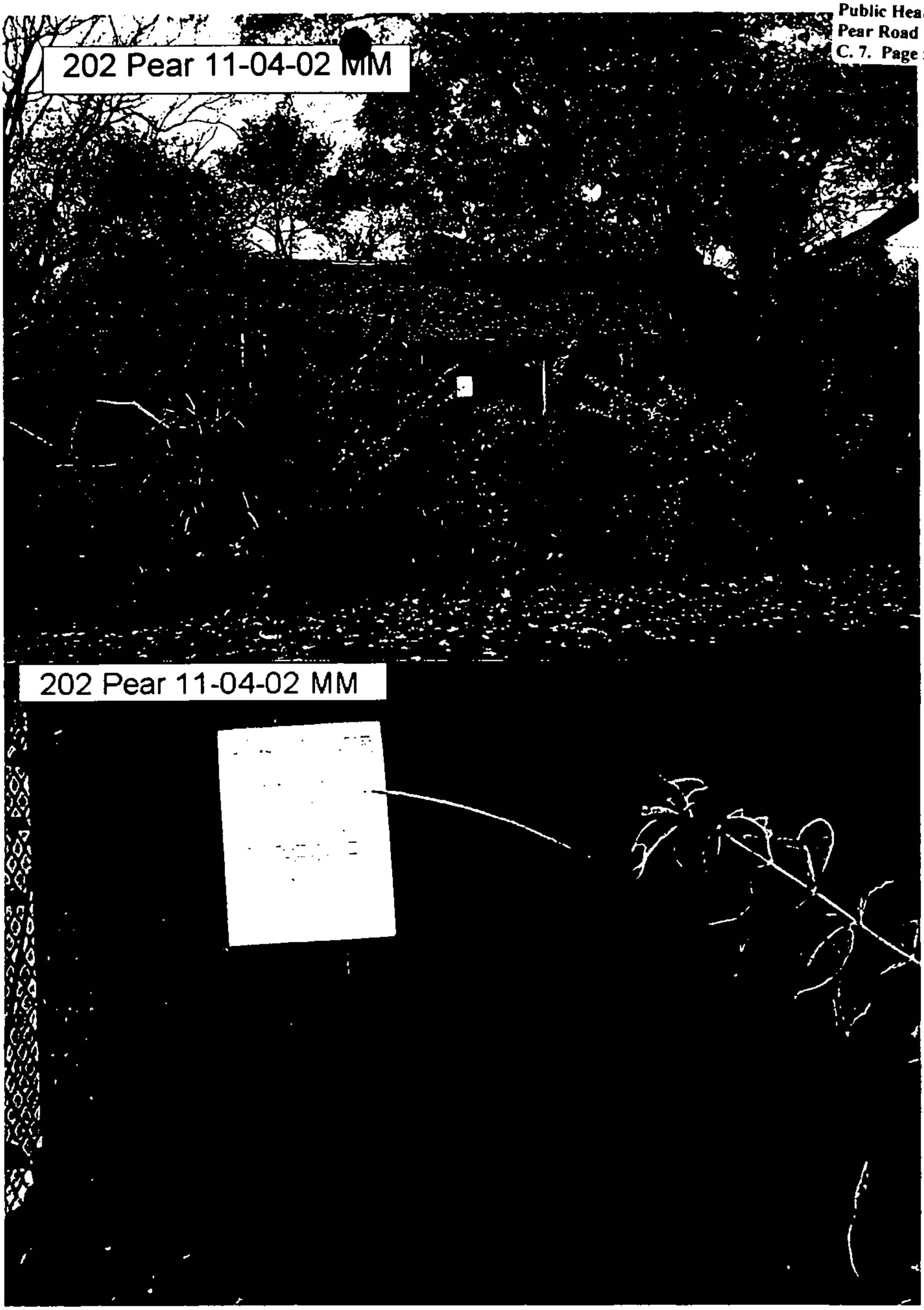


202 W. Pear 12-31-02 PH

202 W. Pear 12-31-02 PH

Public Hearing
Pear Road
C. 7. Page 4

202 W. Pear 12-31-02 PH


202 Pear 11-04-02 MM
202 Pear 11-04-02 MM

Record **1** of 1 Last Updated 10/16/02

Parcel Number: **765-09515-000** Prev. Parcel Number: **142891-000-00** Type: **RM**
Location: **202 PEAR ST**
Owner Name: **DRAIN, ROBERT H.; DRAIN,TROY JR;DRAIN, HENRY & DORTHY**
Mailing Address: **C/O JAMES HENRY DRAIN 304 NONNAMAKER DR FAYETTEVILLE AR 72701**
Lot: Block: S-T-R: **04-16-30**
Addition: **PARKERS VALLEY VIEW ACRES**
School District: **FAYETTEVILLE SCHOOLS** Tax District: **011**
City: **FAYETTEVILLE**
Legal: **S. 100 FT OF LT 8 BLOCK 1 REVISED PLAT OF BLOCK 5**
Current Year A79 Credit Status:

Last Appraised: **2001**	**Appraised Value**	**Taxable Value**
Land	**9,800**	**1,724**
Improvement	**500**	**100**
Total	**10,300**	**1,824**

Tax History

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Total Tax	Total Tax Paid	A79 Credit	A79 Status	Payment Status
2001	**1,672**	**$86.88**	**$0.00**	**$0.00**	**$0.00**	**$86.88**	**$86.88**			**PAID**
2000	**1,520**	**$79.80**	**$0.00**	**$0.00**	**$0.00**	**$87.78**	**$87.78**			**PAID**
1999	**1,520**	**$77.82**	**$0.00**	**$0.00**	**$0.00**	**$85.60**	**$85.60**			**PAID**
1998	**1,520**	**$77.98**	**$0.00**	**$0.00**	**$0.00**	**$91.47**	**$91.47**			**PAID**
1997	**1,520**	**$77.98**	**$0.00**	**$0.00**	**$0.00**	**$91.68**	**$91.68**			**PAID**
1996	**1,520**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			**PAID**
1995	**1,520**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			**PAID**

Available Tax Payment Receipt(s)

Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty Tax	Payment
2001	**78181**	**10/04/02**	**$86.88**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$86.88**
2000	**13962**	**10/18/01**	**$79.80**	**$0.00**	**$0.00**	**$0.00**	**$7.98**	**$87.78**
1999	**14901**	**11/14/00**	**$77.82**	**$0.00**	**$0.00**	**$0.00**	**$7.78**	**$85.60**

Deed History

Date	Book	Page	Grantee1	Grantee2	Deed Type	Sale Amount	Revenue Amount
9/8/1997	**2001**	**41857**	**DRAIN, ROBERT H.; DRAIN,TROY JR;**	**DRAIN, HENRY & DORTHY**	**QC**	**0**	**0.00**

WCS 2001-41857 QCD NMO REV (FR. WILLIAM & MARGARET DRAIN) ALSO OTHER QCD'S FROM HEIRS: 2001-41859 QCD NO REV (TO INCLUDE MARGARET'S SIGNATURE) 2001-41858 QCD NO REV (FR. THELMA MARIE RUSSELL) 2001-41866 QCD NO REV (FR. JACKIE & ARLENE DRAIN) 2001-41868 QCD NO REV (FR. BILLY & BETTY DRAIN) 2001-41870 QCD NO REV (FR. BOBBY DRAIN) 2001-41872 QCD NO REV (FR. JOHNNY & DIANE DRAIN) 2001-41874 QCD NO REV (FR. DONNIE & ETHEL DRAIN) 2001-41876 QCD NO REV (FR. RICK DRAIN)

2001-41864 QCD NO REV (FR. CLYDE & JEAN WISE) 2001-41862 QCD NO REV (FR. WALTER & JOAN DRAIN) 2001-41860 QCD NO REV (FR. QUEDA KELLY)

2/8/1996	**2001**	**41856**	**RUSSELL, THELMA MARIE; DRAIN,**	**WILLIAM F.; DRAIN, ROBERT H.;*****	**AF**	**0**	**0.00**

WCS 2001-41856 AFFIDAVIT (FR. WILLIAM F. DRAIN, STATING SURVIVING HEIRS OF JOHN & MARCHE DRAIN) 2001-41878 AFFIDAVIT (FR. THELMA MARIE RUSSELL, STATING SURVIVING HEIRS OF JOHN & MARCHE DRAIN) 2001-41867 AFFIDAVIT (FR. JACKIE DRAIN STATING SURVIVING HEIRS OF TROY DRAIN) SEE ALSO AFFIDAVITS: 2001-41869,41871,41873,41875,41877 *** DRAIN, HENRY; DRAIN, BILLY; DRAIN, DONNIE; DRAIN, TROY JR.; DRAIN, JACKIE; DRAIN, JOHNNY; DRAIN, RICK; DRAIN, BOBBY

1/1/1985	**492**	**270**	**DRAIN, JOHN & MARCHE**	**0**	**0.00**

Next Item | Previous Item | Return to Search Results | Modify Search | New Search

)01-041857 Image 1

QUITCLAIM DEED

HUSBAND AND WIFE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, William F. Drain and Margaret Drain

husband and wife, hereinafter called Grantors, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to us in hand paid by

Henry & Dorthy Drain,
Husband & Wife.

hereinafter called Grantee, do hereby grant, sell and quitclaim unto the said Grantee and Grantee's heirs and assigns, the following described land, situate in

Washington County, State of Arkansas, to-wit:

FILED FOR RECORD
'01 APR 19 AM 10 04
WASHINGTON CO AR
B. STAMPS

One hundred (100) feet of equal and uniform width off of the South side of Lot Numbered Eight (8) in Block Numbered one (1) in the Revised Plat of Block Numbered Five (5) of Parkers Plat of Valley View Acres, as per plat of said Addition on file in the office of the Circuit Clerk of Washington County, Arkansas:

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Grantee Dorthy A. Drain

Address 304 Stonemeadow
Fayetteville, Ark.
72701

To have and to hold the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's heirs and assigns, forever.

WITNESS our hands and seals on this _____ day of _____, 19___.

THIS INSTRUMENT PREPARED BY:

Donald C. Donner, Attorney at Law
200 West Center, Fayetteville, Ark.
(501) 442 - 2946

X William F. Drain (Seal)

X _____ (Seal)

ACKNOWLEDGMENT

STATE OF ARKANSAS }
County of Wash } ss.

On this the 8 day of Sept, 1997 before me, a notary public, personally appeared

and _____, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

My Commission Expires

14 July 2001

Notary Public

2001041857

AD-H 8 W

City of Fayetteville
Community Code Enforcement
113 West Mountain Street
Fayetteville, Arkansas 72701
479- 575- 8260 Fax 479- 444-3445

HELPING TO BUILD A BETTER COMMUNITY

VIOLATION NOTICE

Date: November 4, 2002

CASE NO. 01029

Owner: DRAIN, ROBERT H, TROY JR, HENRY, DOROTHY
304 NONAMAKER
FAYETTEVILLE, AR 72701

RE: Property @ 202 W. Pear, Fayetteville, AR
WC Parcel# 765-09515-000

Dear Sir:

This letter is to inform you that the following violations exist at the above referenced address and are in need of correction per city codes and ordinances:

Ordinance 3948 **Building that is Dilapidated, Unsafe, Unsanitary and Detrimental to the Public Welfare.**

Please obtain a building permit and make repairs or demolish the building and remove all debris from the lot.

At this time you have thirty [30] days to correct the violations. Please give this matter your highest attention so that further legal action will not be necessary.

Please contact Community Code Enforcement so we can discuss the problems and assist with advice for correction. If you have any comments or questions, please call (479)-575-8232.

Sincerely,

Mike McKimmey
Property Inspector

11-3-02 VR.doc

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7001 1940 0001 4913 7494

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To Drain, Henry, Troy Jr, Robert H. or Dorothy
Street, Apt. No.; or PO Box No. 304 Nonamaker
City, State, ZIP+ 4

PS Form 3800, January 2001 See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Drain: Robert H, Troy Jr,
Henry or Dorothy

304 Nonamaker
Fayetteville AR 72701

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Dorothy A. Drain ☐ Agent ☐ Addressee

B. Received by (~~Printed~~ Name) DOROTHY DRAIN
C. Date of Delivery 11/6/02

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☒ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7001 1940 0001 4913 7494

PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-2509

FAYETTEVILLE

City of Fayetteville
Code Compliance Section
113 West Mountain Street
Fayetteville, AR 72701

Helping to build a better Community

FAYETTEVILLE

Feb 19, 2003

Robert, Troy, Henry & Dorothy Drain
304 Nonamaker Dr
Fayetteville, AR 72701

RE: Enforcement of Ordinance173.08
Arkansas Code Ann. § 15-55-207

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A. §15-55-207 at 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if an Order of Raze and Removal is required for the dwelling located at 202 W. Pear Road. You are free to appear at this hearing to present any evidence or statements.

The hearing will be part pf a regular City Council meeting – probably on April 1, 2003 beginning at 6:00 p.m. at the City Administration Building, 113 W. Mountain St, Fayetteville, AR 72701. It is possible that this hearing may be conducted at a later meeting such as April 15, 2003 or thereafter. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (575-8323) for information confirming the date of the public hearing. If you need additional information concerning this process, please call the Code Compliance Office (575-8270).

Sincerely,

Don Hancock
Code Compliance
Project Coordinator

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7001 1940 0001 4913 3953

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To: Henry & Dorothy Dratn
Street, Apt. No.; or PO Box No.: 304 Nonamaker Dr
City, State, ZIP+4: Fayetteville AR 72701

PS Form 3800, January 2001 — See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Henry or Dorothy Dratn
304 Nonamaker Dr
Fayetteville AR 72701

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Henry Dratn ☐ Agent ☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery 2/21/03

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7001 1940 0001 4913 3953

PS Form 3811, August 2001 — Domestic Return Receipt — 102595-01-M-2509

CITY OF FAYETTEVILLE

CODE COMPLIANCE

OFFICER DELIVERY REQUEST

Officer delivery is required for the attached document. Notice of Public Hearing
(document description)

Delivery Address:

Henry, Dorothy, Troy, Robert Drain

304 Nonamaker Dr

Fayetteville, AR 72701

Return of Service

I, D. Wright #125, of the Fayetteville Police Department
(Officer name – print)

certify that I provided a true copy of the document described above to;

James Henry Drain at the following address;
(name of recipient)

304 Nonamaker

Delivery Date 2-20-03 Time 2:07 am

Officer Signature D Wright #125

X Henry Drain

#8
NB

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXCHANGE OF CERTAIN REAL PROPERTY BETWEEN THE WATER & SEWER FUND AND THE GENERAL FUND AND APPROVING A BUDGET ADJUSTMENT FOR SAME.

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 the exchange of certain real property between the Water & Sewer Fund and the General Fund.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a budget adjustment for same.

PASSED and **APPROVED** this 15th day of April, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

STAFF REVIEW FORM

Cato Springs Road
C. 8. Page 1

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council Meeting of: April 15, 2003

FROM:

Stephen Davis	Finance & Internal Services Dir.	Finance & Internal Services
Name	Division	Department

ACTION REQUIRED: Approval of a land exchange between Water & Sewer Fund and General Fund. Water & Sewer Fund is exchanging land owned by the utility on Cato Springs Road and HWY 45 East plus $105,000 for approximately 61 Acres in the South Industrial Park owned by General Fund. Approval of a budget adjustment is requested in order to appropriately record the exchange.

COST TO CITY:

See Attachment	$ -	
Cost of this request		Program Category / Project Name
See Attachment	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: ____ Budgeted Item XX Budget Adjustment Attached

Budget Manager — Date: 3-24-03

CONTRACT/GRANT/LEASE REVIEW:

Marsha Fairbing — Accounting Manager — Date: 3/24/03

Mary Smith — Internal Auditor — Date: 3/25/03

See memo (initial) — City Attorney — Date: 3/25/03

P Vice — Purchasing Manager — Date:

STAFF RECOMMENDATION: Staff recommends approval of the transfer and budget adjustment.

ATD — Division Head — Date: 3-21-03

AD — Department Director — Date: 3-21-03

Steph Davis — Finance & Internal Services Dir. — Date: 3-21-03

Chief Administrative Officer — Date: 3.25.03

Dan Coody — Mayor — Date: 3/21/03

Cross Reference

New Item: Yes No

Previous Ord/Res#: _____

Orig. Contract Date _____

Orig. Contract Number _____

K:\Steve Davis\City Council\Staff Review Land Exchange Cato Springs_HWY 45E for South I Park Land

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THROUGH: Dan Coody, Mayor
Hugh Earnest, Chief Administrative Officer

FROM: Stephen Davis, Finance & Internal Services Director

DATE: March 21, 2003

SUBJECT: Cato Springs and Highway 45 East Site Property Exchange for South Industrial Park Land – Agenda Request

Background

Beginning the week of February 4, I met with each Alderman and reviewed a number of items. One of the items reviewed with City Council was the need and desire to re-locate the Water & Sewer Maintenance Center from the present location on Cato Springs Road to a more industrial setting. This move is being pursued primarily for two reasons: first the Cato Springs location has limited future life and would constrain the City's future expansion of maintenance capability and second the cost of constructing a maintenance facility at the present location would be more costly in that Cato Springs is a major entry way into Fayetteville.

Exchanging the Cato Springs property and the Highway 45 East property for land in the South Industrial Park provides the City with more options on possible future uses for those parcels.

Discussion

Staff is proposing to exchange approximately 33 acres and $105,000 in cash owned by Water & Sewer Fund for approximately 61 acres in the South Industrial Park owned by General Fund. Staff has obtained a summary appraisal for the Cato Springs property and is relying on the appraisal obtained in 2001 for the value of the acreage on Highway 45 East, east of Starr Road. Staff has also researched the last four land sales in the South Industrial Park for the per acre value of the land in the industrial park.

<u>Cato Springs Site</u>

The City has used the Cato Springs site for Water & Sewer Maintenance (maintenance) and Water Meter and Backflow (meter) activities since 1964 and has not materially changed the facilities in spite of substantial growth in customer population, service area, staff, as well as a change in the type of equipment and materials necessary to maintain the system. During 1997/98, the City entered into

an agreement with a private developer to sell the Cato Springs property and use the proceeds to relocate the maintenance and meter operations to land the City owns in the South Industrial Park off of Morningside Drive. The developer withdrew the offer to purchase the Cato Springs property on June 10, 1998.

When the City accepted the offer to purchase the Cato Springs property an architectural services contract was developed and approved with Cromwell & Associates for the design of the new facility. When the offer was withdrawn, the City instructed Cromwell to design improvements for the Cato Springs site. The design developed by Cromwell had to accommodate the on-going work patterns for our maintenance and meter staffs as well as address aesthetic issues due to being a major entry into out City and to the University. Relocating the maintenance and meter operations to the South Industrial Park will provide more flexibility in controlling the cost of providing facilities for the maintenance and meter crews.

Highway 45 East, East of Starr Road

The Water & Sewer Fund obtained this property, approximately 12.91 acres, as part of the Paul Noland Plant construction project. The City had sought to purchase a sewer easement for Mud Creek tributary outfall line, but the property owner required the City to purchase the entire 12+ acre tract. The Water & Sewer utility will retain a sewer easement across the 12+ acre parcel.

In 2001, the City advertised the property for sale, took bids and presented the high bid ($305,000) to City Council for acceptance. City Council, after input from neighbors, chose not to sell the land. The water & sewer operations do not anticipate a need for the property. Transferring the property to the General Fund will provide the City with more options for public use of the land.

Gulley Road Tank Site

Staff proposes to use the sale proceeds, $105,000, from selling three acres to Ozarks Electric to complete the land transaction between Water & Sewer Fund and General Fund.

Recommendation

Staff recommends City Council approve the transfer of the Water & Sewer property, approximately 19.42 acres, on Cato Springs Road and Water & Sewer property on Highway 45 East, East of Starr Drive, approximately 12.91 acres and $105,000 for Lot 10, Lot 13, part of Lot 14 and land north and east of Danaher Tool in the South Industrial Park, approximately 61 acres. Staff also requests approval of a budget adjustment that reflects the exchange. This trade of assets is a zero sum transaction for the City.

K:\Steve Davis\City Council\Land Exchange Cato Springs, Gulley Tank Site Sale Proceeds and HWY 45 E for S. Industrial Park Land.doc

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Water & Sewer Ops Center Project Division: Program:	Date Requested	Adjustment Number
2003		4/1/2003	

Project or Item Requested:

$1,221,000 is requested in the Water & Sewer Operations Center project.

None. To decrease the Use of Fund Balance account by $105,000 and to purchase $1,116,000 in Water & Sewer Property.

Project or Item Deleted:

$105,000 from the Use of Fund Balance in Water & Sewer from the sale of land at the Gulley Road Tank Site to Ozarks Electric. The sale should be final in May after the approval of a lot split by the Planning Commission and Washington County. The $1,116,000 is revenue received from the sale of land to General Fund.

The $1,221,000 is from the sale of land to Water & Sewer by General Fund.

Justification of this Increase:

The funding is needed for the purchase of Industrial Park land for the Water & Sewer Operations Center.

Revenue received from the sale of land to Water & Sewer Fund will reduce the amount of General Fund Balance used in 2003 by $105,000. The $1,116,000 is needed to purchase land from Water & Sewer Fund.

Justification of this Decrease:

There is sufficient fund balance remaining to comply with City Policy.

Increase Expense (Decrease Revenue)

Account Name	Account Number				Amount	Project Number	
Land acquisition	5400	5600	5805	00	1,221,000	98076	30
Use of fund balance	1010	0001	4999	99	105,000		
Land acquisition	1010	6600	5805	00	1,116,000		

Decrease Expense (Increase Revenue)

Account Name	Account Number				Amount	Project Number	
Use of fund balance	5400	0940	4999	99	105,000		
Gain/loss sale of assets	5400	0940	6881	02	1,116,000		
Gain/loss sale of assets	1010	0001	6881	02	1,221,000		

Approval Signatures

Requested By	Date
Budget Manager	3-24-03 Date
Department Director	Date
Finance & Internal Services Director	3-27-03 Date
Mayor	Date

Budget Office Use Only

Type: A B C (D) E

Date of Approval	Date	Initial
Posted to General Ledger	Date	Initial
Posted to Project Accounting	Date	Initial
Entered in Category Log	Date	Initial

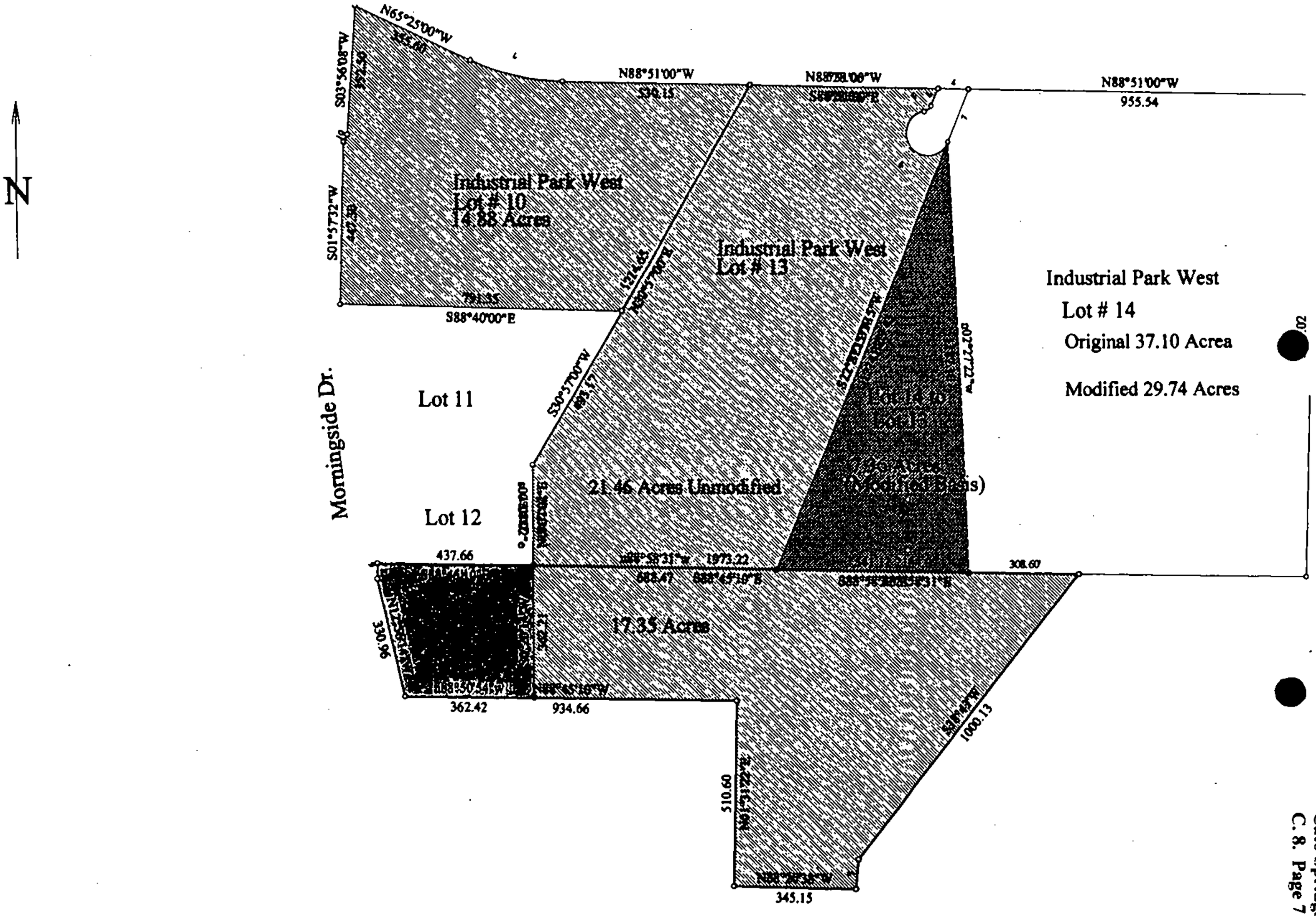
Water/Sewer Properties

		Acres	$/Ac	$ value
1.	Gulley Road 3.0 acre Tract	3.0	35,000	105,000
2.	Hwy 45 Property	12.9	20,150	260,000
3.	W/S Operations Center	19.4	44,000	856,000
	Total Water/Sewer Properties	35.3	32,325	1,221,000

Conversion to Industrial Park Land: ($1,221,000/$20,000/Ac)= **61.05 acres**

Industrial Park Properties (General Fund)

1.	Lot # 10, IPW	14.88	20,000	
2.	Lot # 13, IPW (MODIFIED)	28.82	20,000	
3.	Land North & East of Danaher	17.35	20,000	
	Total Industrial Park Lands	61.05	20,000	1,221,000



Title:	Date: 03-03-200
Scale: 1 inch = 350 feet	File: W_Stransfer.dgn

Cato Springs Road
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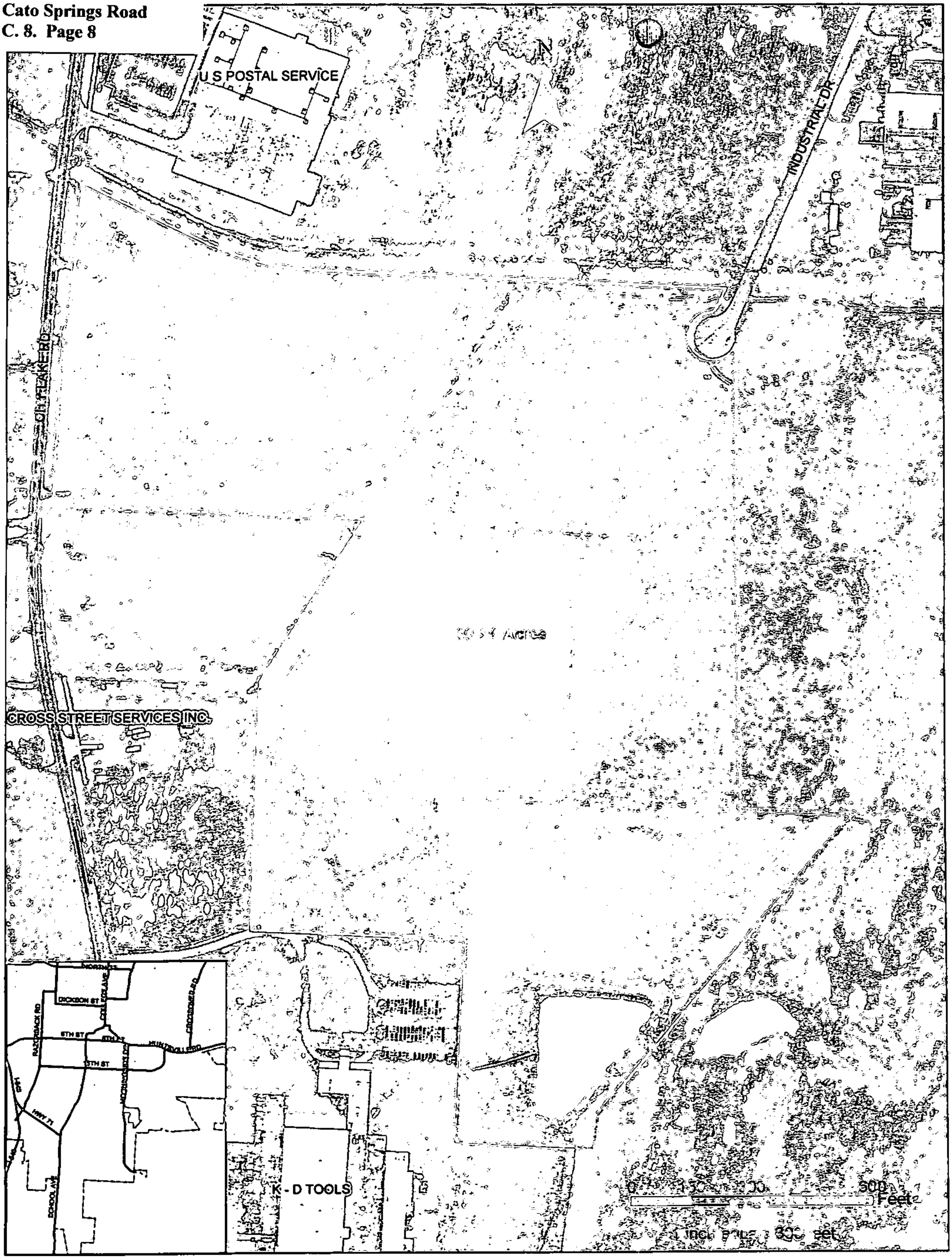

LAND APPRAISAL REPORT

Cato Springs Road
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Summary Appraisal Report

IDENTIFICATION

Borrower na Census Tract 0111.(
Property Address 2150 S Razorback Rd
City Fayetteville County Washington State AR Zip Code 72701-7908
Legal Description 19.42 Ac - Sec. 29, T 16N, R 30W
Sale Price $ n/a Date of Sale n/a Loan Term n/a yrs. Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD
Actual Real Estate Taxes $ n/a (yr) Loan charges to be paid by seller $ n/a Other sales concessions None
Lender/Client City Of Fayetteville Address Fayetteville, AR 72701
Occupant Water & Sewer Appraiser Don L. Cramer Instructions to Appraiser Estimate the Market Value of the subject 19.42 acres of land, currently being used as Water & Sewer Operations Center.

NEIGHBORHOOD

					Good	Avg.	Fair	Poor
Location	☒ Urban	☐ Suburban	☐ Rural	Employment Stability	☐	☒	☐	☐
Built Up	☒ Over 75%	☐ 25% to 75%	☐ Under 25%	Convenience to Employment	☐	☒	☐	☐
Growth Rate ☐ Fully Dev.	☐ Rapid	☒ Steady	☐ Slow	Convenience to Shopping	☐	☒	☐	☐
Property Values	☐ Increasing	☒ Stable	☐ Declining	Convenience to Schools	☐	☒	☐	☐
Demand/Supply	☐ Shortage	☒ In Balance	☐ Oversupply	Adequacy of Public Transportation	☐	☒	☐	☐
Marketing Time	☐ Under 3 Mos.	☒ 4-6 Mos.	☐ Over 6 Mos	Recreational Facilities	☐	☒	☐	☐
				Adequacy of Utilities	☐	☒	☐	☐
				Property Compatibility	☐	☒	☐	☐
				Protection from Detrimental Conditions	☐	☒	☐	☐
				Police and Fire Protection	☐	☒	☐	☐
				General Appearance of Properties	☐	☒	☐	☐
				Appeal to Market	☐	☒	☐	☐

Present Land Use 10% 1 Family ___% 2-4 Family 10% Apts. ___% Condo 25% Commercial 65% Industrial ___% Vacant ___% ___
Change in Present Land Use ☐ Not Likely ☒ Likely (*) ☐ Taking Place (*)
(*) From Res. To Residential - 2
Predominant Occupancy ☐ Owner ☒ Tenant ___% Vacant
Single Family Price Range $ 25,000 to $ 50,000 Predominant Value $ 40,000
Single Family Age 40 yrs. to 50 yrs. Predominant Age 30 yrs.

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): There are no apparent adverse factors which would affect the subject's marketability. The subject has access to all necessary supporting facilities including schools, recreation, and employment. The rear 8+ acres has been used for stock piling soil from utility line expansions and will contain a variety of spoils.

SITE

Dimensions Subject site is irregular = 19.42 Sq. Ft. or Acres ☒ Corner Lot
Zoning classification Residential (R-2) Present Improvements ☐ do ☒ do not conform to zoning regulations
Highest and best use ☐ Present use ☒ Other (specify) Mutyl-family residential - (As currently Zoned)

	Public	Other (Describe)
Elec.	☒	
Gas	☐	
Water	☐	
San. Sewer	☐	
	☐	Underground Elect. & Tel.

OFF SITE IMPROVEMENTS
Street Access ☒ Public ☐ Private
Surface Asphalt
Maintenance ☒ Public ☐ Private
☐ Storm Sewer ☒ Curb/Gutter
☐ Sidewalk ☒ Street Lights

Topo Moderately Sloping
Size 19.42 Acres
Shape Irregular
View Very Good
Drainage Average
Is the property located in a HUD Identified Special Flood Hazard Area? ☒ No ☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): No apparent adverse easements, encroachments, or other apparent adverse conditions were noted.

MARKET DATA ANALYSIS

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

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	2150 S. Razorback Rd Fayetteville	IH 540 & Porter Rd. Fayetteville		Hwy 71Bypass/Futrell Fayetteville		Dean St. Fayetteville	
Proximity to Subject							
Sales Price	$ n/a	$ 1,400,000		$ 138,600		$ 310,000	
Price Per Acre	$ n/a	$ 56,497		$ 18,731		$ 28,493	
Data Source	Inspection/WashRec	MLS#3670/WashDeedRec.		MLS#297647/WashDeed Rec.		MLS#294438/WashDeedRec.	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.
	03/032003	03/13/2002	0	06/16/2000	+13,860	12/05/2002	0
Location	Good	V. Good	-140,000	Good		Good	
Site/View	19.42Ac/Good	24.78Ac/Good	-443,000	7.41Ac/FloodP/Nolc	+323,000	10.88Ac/Flood/Zon	+321,000
Topography	Good/ModSloping	Good/ModSloping		Good/Sloping	0	Good	0
Visibility	Good	Good		Good		Fair	+31,000
Accessibility	Good	Good		Good		Fair	+31,000
Utilities	City/Easement	City/Easement		City/Easement		City/Easement	
Sales or Financing Concessions	None	None		None		None	
Net Adj. (Total)		☐ + ☒ -	$ 583,000	☒ + ☐ -	$ 336,860	☒ + ☐ -	$ 383,000
Indicated Value of Subject			$ 817,000		$ 475,680		

Comments on Market Data: See attached addenda.

Comments and Conditions of Appraisal: See attached addenda.

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

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF [redacted] $44,000/Ac

Don L. Cramer
Appraiser(s)

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD STATE CERTIFIED GENERAL

Review Appraiser (If applicable) ☐ Did ☐ Did Not Physically Inspect Property

[redacted] APPRAISALS: [redacted] (501) 442-5804

Cato Springs Road
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LAND APPRAISAL REPORT
MARKET DATA ANALYSIS

File No. 900103

MARKET DATA ANALYSIS

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	2150 S. Razorback Rd Fayetteville	Sunbridge Fayetteville		207 Edgewood Springdale			
Proximity to Subject	[redacted]						
Sales Price	$ n/a	[redacted]	$ 1,500,968	[redacted]	$ 525,000	[redacted]	$
Price Per Acre	$ n/a	[redacted]	$ 125,081	[redacted]	$ 26,677	[redacted]	$
Data Source	Inspection/WashRec	MLS#298383/WashDeedRecs.		MLS#381655/WashDeedRecs.			
Date of sale and	DESCRIPTION	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.
Time Adjustment	03/032003	09/30/2000	+150,000	05/17/2002	0		
Location	Good	Excellent	-300,000	Fair	+105,000		
Site/View	19.42Ac/Good	12.00Ac/VGood	-150,000	19.68Ac/Fair	+52,500		
Topography	Good/ModSloping	Good/ModSloping	0	Good/ModSloping	0		
Visibility	Good	VGood	-150,000	Fair	+52,500		
Accessibility	Good	VGood	-150,000	Fair	+52,500		
Utilities	City/Easement	City/Easement		City/Easement			
Sales or Financing Concessions	None	None		None			
Net Adj. (Total)	[redacted]	☐ + ☒ -	$ 600,000	☒ + ☐ -	$ 262,500	☐ + ☐ -	$
Indicated Value of Subject	[redacted]	[redacted] Net 30.0%	$ 900,968	[redacted] Net 50.0%	$ 787,500	[redacted] Net [redacted]%	$

Comments: URAR: SALES COMPARISON APPROACH

A diligent effort was made in the search for comparable sales that are the most similar, most recent, and closest in proximity to the subject property. The market was expanded back over one year to find the best sales. Those used in this report are the best available market data.

While not exactly the same, the sales do form a realistic range of value for the subject. Most weight is given Sale 1, since it is the most similar and required the least adjustment.

COMMENTS

Supplemental Addendum

Cato Springs Road
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Borrower [redacted] na		
Property [redacted] 2150 S Razorback Rd		
City Fayetteville	County Washington	State AR
Lender City Of Fayetteville		

• Land; Market Data

In the effort to be most reflective of sales comparables it was necessary to extend the search back in time for two + years, and to consider sales with a greater range of size than is generally preferred. All sales are considered in the subject site area and reflect normal market conditions, with variances for useable area, flood zone influence, zoning differences and location. None of the sales indicated any type of damage to the sites and therefore all properties are considered in good condition. Sale # 1 was adjusted downward for size, and zoning classification. Sale # 2 is closest in proximity to the subject, and is zoned Residential 2, as is the subject, however the site is partially in the flood area and as potential for multi-tenant development would yield fewer units per acre. Sale # 3 was verified with the listing agent and the sale needed change of zoning status, which was indicated to have been accomplished as of the present, and indication is that there is flood plain impact. Sale # 4 had existing Commercial Zoning and was also adjusted downward for location, size, visability and accessability. Sale # 5 required adjustment for location, visability and accessability.

• Land; Conditions of Appraisal

The Subject property is located adjacent to and with access from IH 540 and is currently zoned Residential 2 - Medium Density Residential. The subject has access to all necessary supporting facilities including schools, recreation, and employment. The Subject property currently functions as the Water & Sewer Operations Center for the City of Fayetteville, and as exists, has two 4,200 sq. ft. masonry/block structures and one wood framed shed, with asphalt parking and concrete storage pads. The subject is located adjacent to a railroad siding with loading access. For purposes of this appraisal the masonry structures are being estimated at $20,000 each. Therefore the subject land is estimated at $42,000 per acre, plus $40,000 for estimated improvements.

Cato Springs Road
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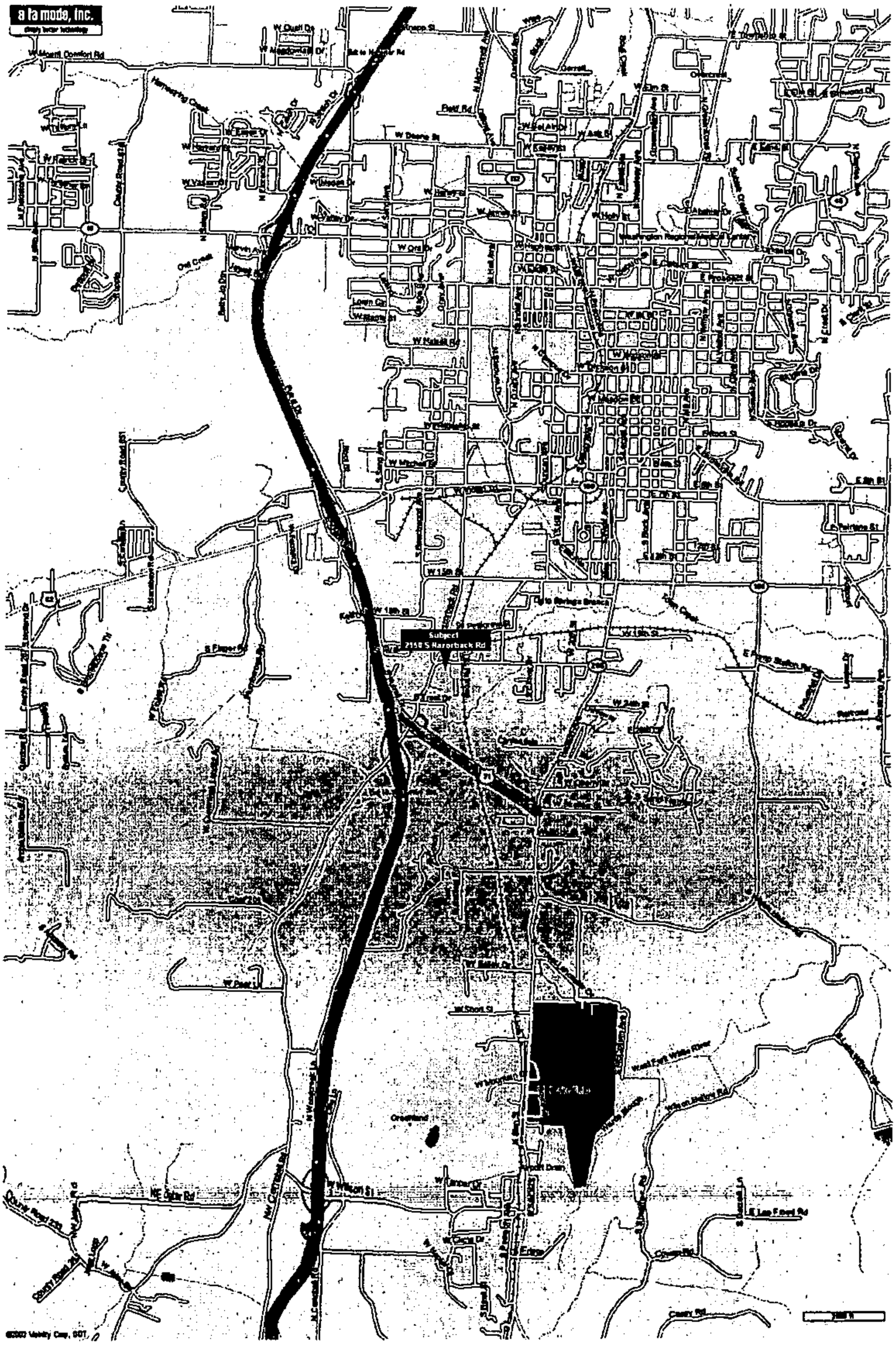
Location Map

Borrower/Client			
Property Address 2150 S Razorback Rd			
City Fayetteville	County Washington	State AR	Zip Code 72701-7908
Lender City Of Fayetteville			



Form MAP.LOC — "TOTAL for Windows" appraisal software by a la mode, Inc. — 1-800-ALAMODE

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

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

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

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

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

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

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.

2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.

3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.

4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.

6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.

7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.

8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.

9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

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

ADDRESS OF PROPERTY APPRAISED: 2150 S Razorback Rd, Fayetteville, AR 72701-7908

APPRAISER:

Signature: Don L. Cramer
Name: Don L. Cramer
Date Signed:
State Certification #: CG2171
or State License #:
State: AR
Expiration Date of Certification or License: 6/30/2003

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL CG2171
DON L. CRAMER

SUPERVISORY APPRAISER (only if required):

Signature:
Name:
Date Signed:
State Certification #:
or State License #:
State:
Expiration Date of Certification or License:

☐ Did ☐ Did Not Inspect Property

Borrower na
Property Address 2[redacted] Razorback Rd
City Fayetteville County Washington State AR Zip Code 72701-7908
Lender City Of Fayetteville

APPRAISAL AND REPORT IDENTIFICATION

This appraisal conforms to one of the following definitions:

- ☐ Complete Appraisal (The act or process of estimating value, or an opinion of value, performed without invoking the Departure Rule.)
- ☒ Limited Appraisal (The act or process of estimating value, or an opinion of value, performed under and resulting from invoking the Departure Rule.)

This report is one of the following types:

- ☐ Self Contained (A written report prepared under Standards Rule 2-2(a) of a Complete or Limited Appraisal performed under STANDARD 1.)
- ☐ Summary (A written report prepared under Standards Rule 2-2(b) of a Complete or Limited Appraisal performed under STANDARD 1.)
- ☒ Restricted (A written report prepared under Standards Rule 2-2(c) of a Complete or Limited Appraisal performed under STANDARD 1 for client use only.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- ☐ The statements of fact contained in this report are true and correct.
- ☐ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- ☐ I have no (or the specified) present or prospective interest in the property that is the subject of this report, and no (or the specified) personal interest with respect to the parties involved.
- ☐ I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- ☐ My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ☐ My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ☐ My analyses, opinions and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- ☐ I have (or have not) made a personal inspection of the property that is the subject of this report.
- ☐ No one provided significant real property appraisal assistance to the person signing this certification.

Comments on Appraisal and Report Identification

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

None noted.

APPRAISER:

Signature: Don L. Cramer
Name: Don L. Cramer
Date Signed:
State Certification #: CG2171
or State License #:
State: AR
Expiration Date of Certification or License: 6/30/2003

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL CG2171
DON L. CRAMER

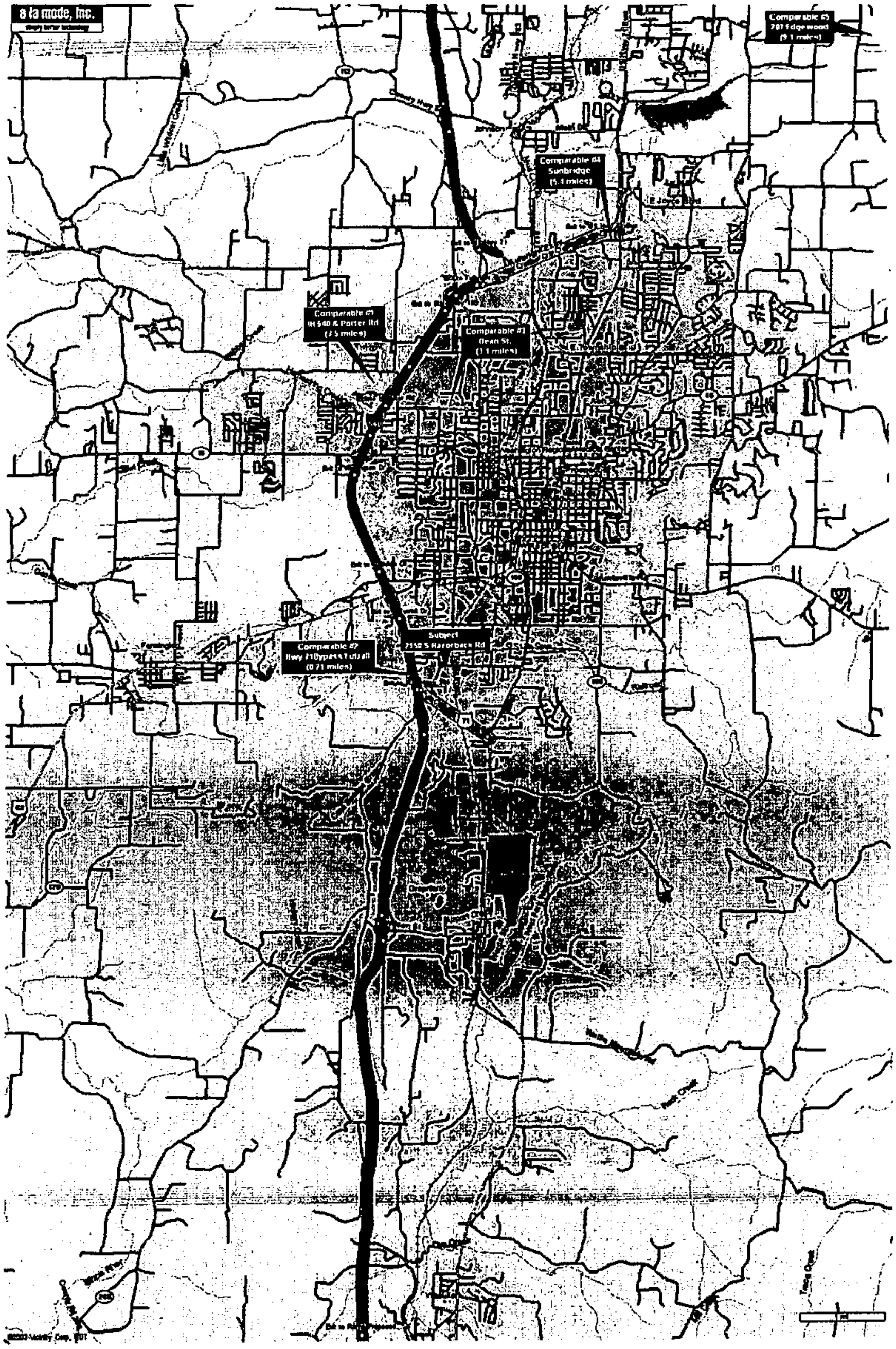
SUPERVISORY APPRAISER (only if required):

Signature:
Name:
Date Signed:
State Certification #:
or State License #:
State:
Expiration Date of Certification or License:

☐ Did ☐ Did Not Inspect Property

Location Map

Borrower/Client			
Property Address 2150 S Razorback Rd			
City Fayetteville	County Washington	State AR	Zip Code 72701-7908
Lender City Of Fayetteville			



Flood Map

Cato Springs Road
C. 8. Page 17

Borrower/Client
Property Address 2150 S Razorback Rd
City Fayetteville County Washington State AR Zip Code 72701-7908
Lender City Of Fayetteville

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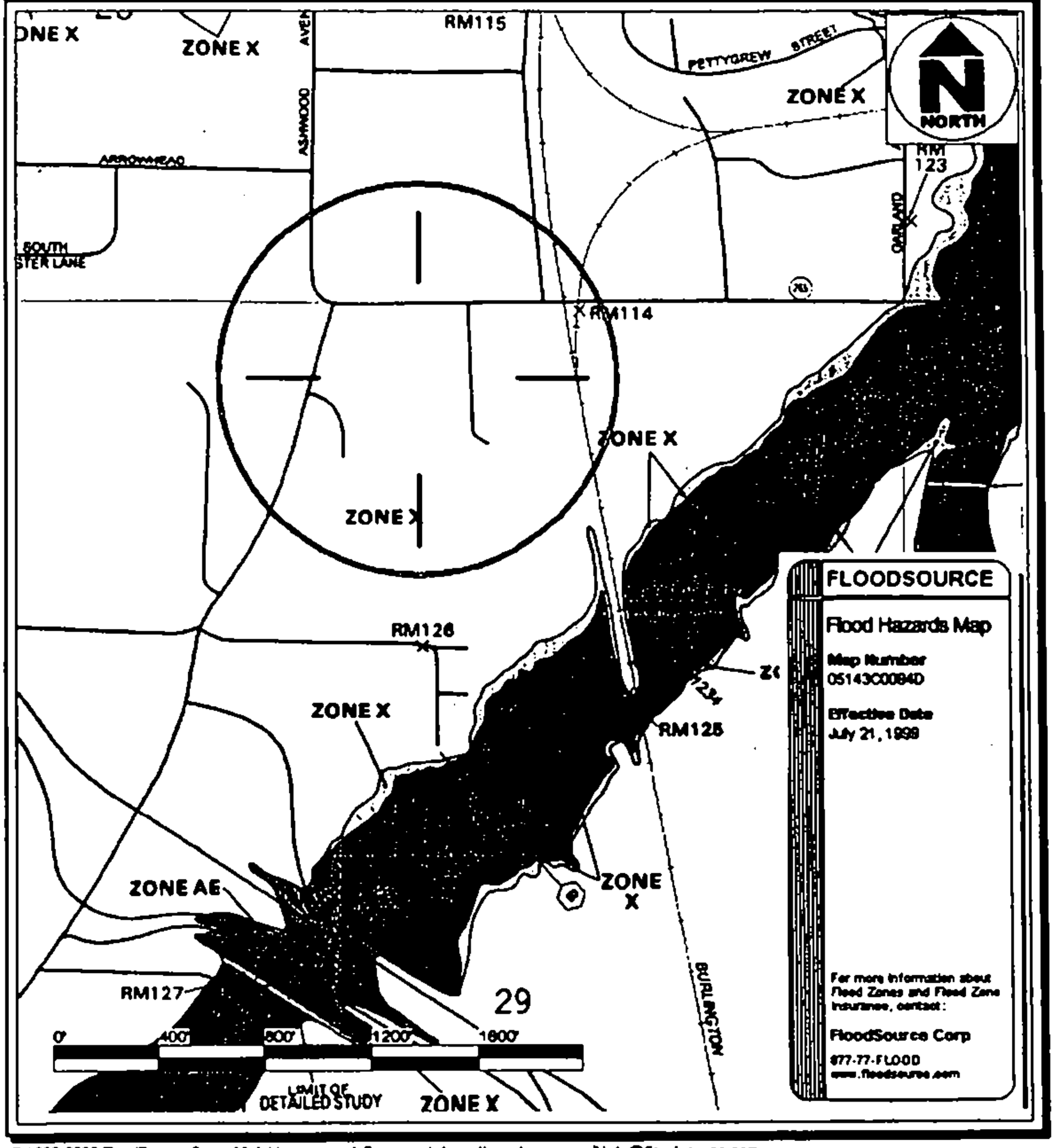
Prepared for:
Parrish Appraisals, Inc.
2150 S. Razorback Rd
Fayetteville, AR 72701



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FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: March 17, 2003

TO: Steve Davis, Administrative Services Director

FROM: Ed Connell, Land Agent

RE: Industrial Park Sales

We have looked into some of the last 4-6 years Industrial Park (South and West) sales for the purpose of determining an internal value for such industrial park lands for comparison with Water/Wastewater lands in consideration of planned construction and operations center located along Morningside Drive.

Sales:

Date	Lot #	Acres	$/Ac	Sold To
12/1999	Pt. #7W	10.70	20,000	U. S. Postal Service
5/1998	# 1S	6.43	20,000	Bert Hanna
9/1998	# 16 S	46.74	16,000	Bert Hanna
12/2002	Pt #18S	7.00	20,000	Superior Industries

Industrial Park lands are normally offered to industrial users at $20,000/Ac. Any appraiser will look at the above data as comps and basically conclude such lands to be valued somewhere between $16,000/ac for large tracts up to $20,000/ac for smaller tracts. Industrial Park lands might be considered on the low side as an incentive for industries to locate within these areas. As long as the lands to be valued are within the I-Park, these values will be used.

If you have any further questions, please do not hesitate to call me at 415.

THE REAL ESTATE CONSULANTS

• REALTORS • APPRAISERS • CONSULTANTS •

Cato Springs Road
C. 8. Page 19

118 N. East Ave
P.O. Box 726
Fayetteville, AR 72702

Phone (501) 442-0762

January 21, 2000

Mr. Ed Connell
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

RE: Appraisal Services - City of Fayetteville Property
Pt. of the NW1/4, SE1/4 of Sec. 1, T16N, R30W
Appx. 12.91 Acres, S of Hwy. 45 E, Fay., AR

Dear Mr. Connell:

In compliance with your request, and for the purpose of estimating the Market Value of the above captioned property, I hereby certify that I have personally inspected the property and made a survey of matters pertinent to the estimation of its value. The intended use of this appraisal is for ***sale evaluation purposes of the City of Fayetteville.***

I further certify that I have no interest, present or contemplated, in the property under appraisement, and that the fee was not contingent upon the value estimate reported, nor based upon a percentage of the appraised value.

The following narrative appraisal report contains the data gathered in the investigation, and shows the method of appraisal in detail. The report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation. This is considered a ***Complete Summary*** appraisal report.

Based upon the inspection of the subject property and the investigation and analysis carried out in this report, it is the considered opinion of the appraiser that the Market Value of the property as of ***January 13, 2000*** and subject to the assumptions and limiting conditions set forth within the body of this report, is as follows:

TWO HUNDRED SIXTY THOUSAND DOLLARS
($260,000)

Respectfully Submitted,

Mark E. Risk, GAA
State Certified General Appraiser #CG0202

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED GENERAL No. CG0202
MARK E. RISK

OFFER AND ACCEPTANCE CONTRACT
Page 5 of 5

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 **?**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that **?** is ?Trustee of **?**, and is duly authorized to execute the foregoing instrument for and in the name and behalf of said Trust, and further stated and acknowledged that **?** 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 _____ day of _____, 1997.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

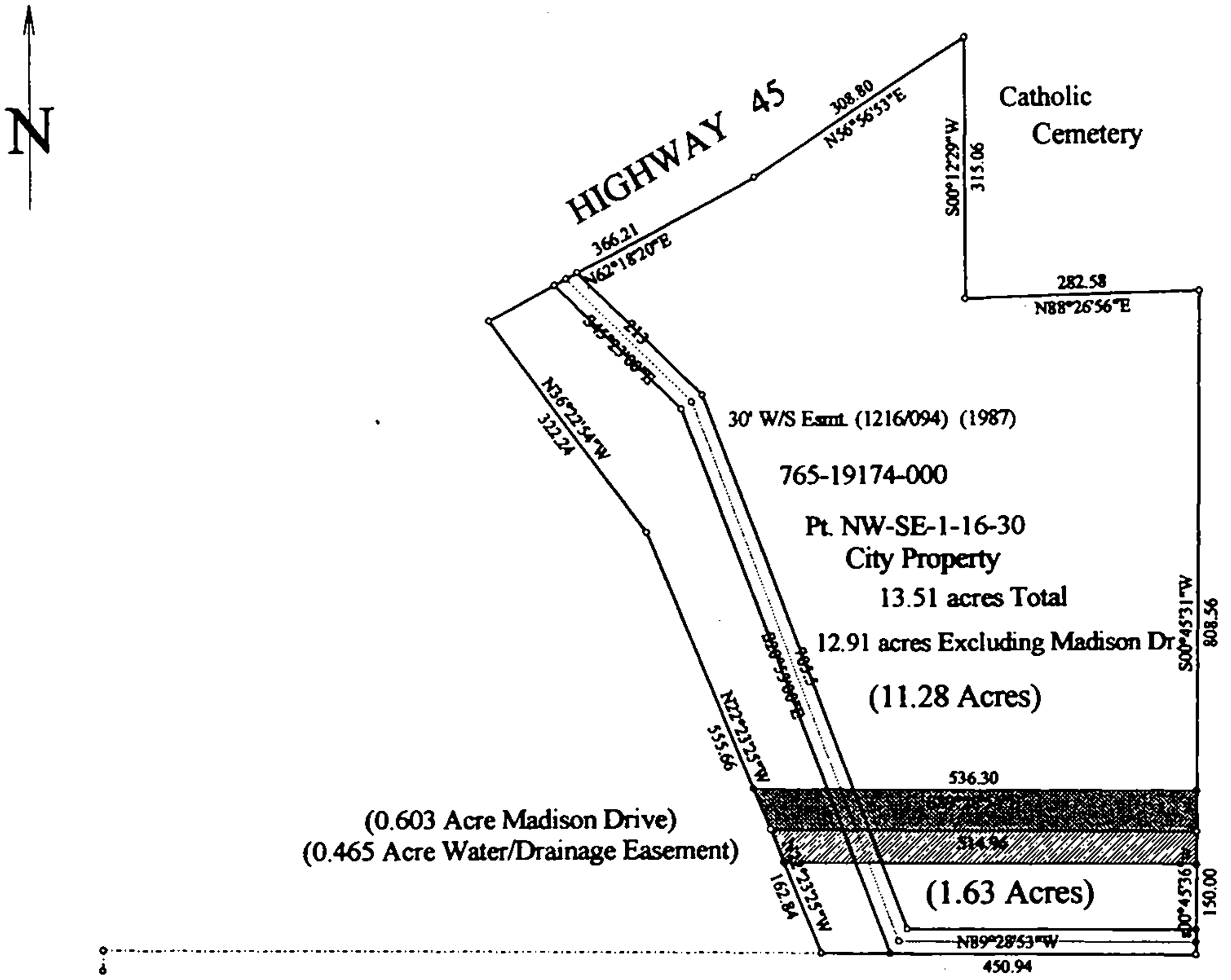
BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Dan Coody** and **Heather Woodruff**, to me well known as the person who executed the foregoing document, and who stated and acknowledged 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 _____ day of _____, 1997.

_____
Notary Public

MY COMMISSION EXPIRES:

_____



Title: City Property: Hwy 45 East of Starr Road	Date: 08-02-2001
Scale: 1 inch = 200 feet	File: MADISON.des

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody**, Mayor

THRU: **Steve Davis**, Finance & Internal Services Director

FROM: **Kit Williams**, City Attorney

DATE: **March 25, 2003**

RE: **Land Exchange by divisions – Water and Sewer property for Industrial Park property**

As long as there are no restrictions on the industrial park land requiring its use for industrial operations, I believe it may be legally exchanged for other similarly valued city property. The City should investigate how the land in the Industrial Park was purchased and whether any funds used (from sources other than the General Fund) came with limitations or strings attached. Did we receive any state economic or industrial development funds?

After confirming that there are no limitations on how we can use the South Industrial Park land, the City is probably empowered legally to carry out this land swap.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Kit Williams, City Attorney

THROUGH: Dan Coody, Mayor

FROM: Stephen Davis, Finance & Internal Services Director

DATE: March 27, 2003

SUBJECT: Land Exchange by Divisions – Water and Sewer Property for Industrial Park Property

The City began developing the South Industrial Park (I-Park) in cooperation with the Economic Development Council and Ozark Regional Commission in 1967. An EDA grant was received, by the City, which assisted in starting the I-Park. According to a map in Accounting, the grant was for the I-Park from HWY 16 at Armstrong to Black Oak Road and encompasses the land east of Armstrong. The portion of the I-Park involved in the current proposed transaction involves a later phase (1990 and 1991) of the I-Park that was acquired with sales tax capital funds. Lots 10, 13, 14 as well as the 17.35 acre parcel were purchased from the Sales Tax Construction Fund (Fund 452). The revenue that funded the Sales Tax Construction Fund was the excess city sales tax revenue after debt service was paid on the 1990 Sales Tax Bond Issue.

Accordingly, the proposed land transactions are properly balanced between General Fund and Water & Sewer Fund.

Cc: Greg Boettcher, Water & Wastewater Director
Shelly Turberville, Fixed Asset Coordinator

K:\Steve Davis\South I Park source of funds.doc

#5 NB

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT HAVING A NOMINAL PRINCIPAL AMOUNT NOT TO EXCEED $5,000,000.00 FOR THE PURPOSE OF FINANCING THE COST OF ACQUIRING CERTAIN FIRE FIGHTING APPARATUS; AND PRESCRIBING OTHER MATTERS RELATING THERETO

WHEREAS, the City Council of the City of Fayetteville, Arkansas has determined that there is a great need for a mechanism to finance the costs of acquisition of certain fire fighting apparatus to benefit the residents of the City; and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 78 to the Constitution of the State of Arkansas and the Local Government Short-Term Financing Obligations Act of 2001, codified as Arkansas Code Annotated (2001 Supp.) Sections 14-78-101 *et seq.* as from time to time amended, to enter into certain short-term lease/purchase arrangements to finance the costs of various capital improvements, which lease obligations shall constitute general obligations of the City under Amendment 78 and the Act; and

WHEREAS, the City has made arrangements for the entry into a Master Equipment Lease/Purchase Agreement with Banc of America Leasing & Capital, LLC, a Delaware limited liability, in substantially the form presented to and before this meeting;

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

Section 1. Under the authority of the Constitution and laws of the State of Arkansas, the Mayor is hereby authorized and directed to execute the Lease/Purchase Agreement, and the City Clerk is hereby authorized and directed to execute the Lease/Purchase Agreement and to affix the seal of the City thereto, and the Mayor and the City Clerk are hereby authorized and directed to cause the Lease/Purchase Agreement to be executed by Banc of America Leasing & Capital, LLC. The Lease/Purchase Agreement is hereby approved in substantially the form submitted to this meeting. The Mayor is hereby authorized to confer with with Banc of America Leasing & Capital, LLC and Kutak Rock LLP, Bond Counsel, in order to complete the Lease/Purchase Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Lease/Purchase Agreement, their execution to constitute conclusive evidence of such approval.

Section 2. The nominal principal amount of the Lease/Purchase Agreement may not exceed $5,000,000.00 in the aggregate, the term of the Lease/Purchase Agreement shall expire no later than five years from the date of adoption of this ordinance, and the effective interest rate relating to the City's obligations under the Lease/Purchase Agreement shall not exceed the maximum rate prescribed by Arkansas law, including Amendment 78 and the Act.

Section 3. It is affirmed that, pursuant to Amendment 78 and the Act, the payment obligations of the City under the Lease/Purchase Agreement shall constitute general obligations

of the City, and the total annual payments owed by the City under the Lease/Purchase Agreement in each of the City's fiscal years shall be charged against and paid from the general revenues of the City for such fiscal years.

Section 4. As required by Amendment 78 and the Act, the City hereby finds and determines that:

(a) Each of the components to be financed under the Lease/Purchase Agreement has an average useful life in excess of one year; and

(b) The aggregate nominal principal amount of all obligations of the City under Amendment 78 and the Act, including the Lease/Purchase Agreement, will at no time exceed five percent (5%) of the assessed value of the taxable real and personal property located within the City, as determined by the last tax assessment completed prior to the date hereof.

Section 5. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Lease/Purchase Agreement, and to perform all of the obligations of the City under and pursuant thereto. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 6. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be illegal or invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Ordinance.

Section 7. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and **APPROVED** this the 15th day of April, 2003.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

#5 NB

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT
(AMENDMENT 78 LEASE)

This Master Equipment Lease/Purchase Agreement (the *"Agreement"*) dated as of _____ _____, 2003, and entered into between Banc of America Leasing & Capital, LLC, a Delaware limited liability company (*"Lessor"*), and City of Fayetteville, Arkansas, a body corporate and politic existing under the laws of the State of Arkansas (*"Lessee"*).

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and in the event of a conflict the terms of a Schedule prevail; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State, including, particularly, Amendment 78 to the State Constitution and the Local Government Short-Term Financing Obligations Act of 2001, as amended, codified as Arkansas Code Annotated Sections 14-78-101 *et seq.* (2001 Supp.) (the "Act'), to enter into certain short-term general obligations, such as this Agreement and the Schedules hereto, for the purposes set forth herein; and

WHEREAS, the City Council of the Lessor has authorized the execution and delivery of this Agreement and the Schedules hereto pursuant to Ordinance No._____ adopted and approved on _____, 2003;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acquisition Amount" means the amount specified in each Lease and represented by Lessee to be sufficient to acquire the Equipment listed in such Lease, which amount shall be not less than $100,000 for each Lease.

"Acquisition Period" means, with respect to each Lease, that period stated in the Schedule to such Lease during which the Acquisition Amount attributable to such Lease may be expended on Equipment Costs.

"*Act*" means the Local Government Short-Term Financing Obligations Act of 2001, as amended, codified as Arkansas Code Annotated Sections 14-78-101 *et seq.* (2001 Supp).

"*Agreement*" means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.05.

"*Code*" means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

"*Commencement Date*" means, for each Lease, the date when Lessee's obligation to pay rent commences under such Lease, which date shall be the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01.

"*Equipment*" means the property listed in each of the Leases and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

"*Equipment Costs*" means the total cost of the Equipment listed in each Lease, including all delivery charges, installation charges, capitalizable consulting and training fees approved by Lessor, legal fees, financing costs, and other costs necessary to vest full, clear legal title to the Equipment in Lessee, subject to the security interest granted to and retained by Lessor as set forth in each Lease, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in each Lease; *provided* that in no event shall approved consulting and training fees or other non-capitalizable "soft" costs relating to the Equipment listed in any Lease which are to be financed by Lessor hereunder exceed 2% of the total cost of such Equipment as determined by Lessor; and *provided further,* that in no event shall capitalizable delivery charges, installation charges, taxes and similar capitalizable "soft costs" relating to such Equipment be included without Lessor's prior consent.

"*Event of Default*" means an Event of Default described in Section 12.01.

"*Lease*" means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule. Each Schedule shall constitute a separate and independent Lease.

"*Lease Term*" for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this Agreement is terminated.

"*Lessee*" means the entity referred to as Lessee in the first paragraph of this Agreement.

"*Lessor*" means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease or any Lease (including Rental Payments thereunder) pursuant to

Section 11.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

"Maximum Equipment Cost" means, when aggregated with the Maximum Equipment Cost under a Master Equipment Lease/Purchase Agreement (Amendment 65 Lease) of even date herewith between Lessor and Lessee, an amount not to exceed $5,000,000.

"Original Term" means the period from the Commencement Date for each Lease until the end of the fiscal year of Lessee in effect at such Commencement Date.

"Purchase Price" means, with respect to the Equipment listed on a Lease, the amount that Lessee may pay to Lessor to purchase such Equipment as provided in such Lease.

"Renewal Terms" means the renewal terms of each Lease, each having a duration of one year and a term coextensive with Lessee's fiscal year, as specified in the Schedule applicable thereto.

"Rental Payments" means the basic rental payments payable by Lessee under each Lease pursuant to Section 4.01, in each case consisting of a principal component and an interest component.

"Schedule" means each separately numbered Schedule of Property substantially in the form of Exhibit A hereto together with a Rental Payment Schedule attached thereto substantially in the form of Exhibit A-1 hereto.

"State" means the State of Arkansas.

"Utilization Period" means the date, by which Lessee must deliver an Acceptance Certificate for the Equipment under such Lease as indicated in Section 3.05(b).

"Vendor" means the manufacturer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer or supplier from whom Lessor arranged Lessee's acquisition and financing of the Equipment pursuant to the applicable Lease.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the Constitution and laws of the State, including Amendment 78 to the State Constitution and the Act, with full power and authority to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease.

(b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called, regularly convened and

attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and each Lease.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under each Lease.

(g) Lessee shall keep its books and records in accordance with generally accepted accounting principles and practices consistently applied and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements), on August 1 of each year during the Lease Term, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) its annual budget for the following fiscal year on or before February 1 of each year during the Lease Term. The financial statements described in subsection (i) shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term to such item.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Equipment Costs for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impair its ability to perform its obligations hereunder. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's security interest in the Equipment and Lessor's rights and benefits under this Lease.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms of this Master Lease, Lessor agrees to provide the funds specified in each Lease to be provided by it to acquire the Equipment, up to an amount equal to the Maximum Equipment Cost. Upon the execution of each Lease, Lessor demises, leases, transfers and lets to Lessee, and Lessee acquires, rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease (which total Lease Term may not exceed five years from the date of the ordinance authorizing each such Lease). At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 10.01, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee affirms that sufficient general revenues are available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available general revenues of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain general revenues sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget adopted in accordance with applicable provisions of law.

Section 3.03 [Intentionally omitted].

Section 3.04. [Intentionally omitted]

Section 3.05. Conditions to Lessor's Performance.

(a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor the following:

(i) A fully completed Schedule, executed by Lessee;

(ii) A Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of Lessor;

(iii) A certified copy of an ordinance or other official action of Lessee's governing body authorizing the execution and delivery of this Lease and performance by Lessee of its obligations hereunder;

(iv) An opinion of counsel to Lessee in substantially the form attached hereto as Exhibit D respecting such Lease and otherwise satisfactory to Lessor;

(v) Evidence of insurance as required by Section 7.02 hereof;

(vi) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02;

(vii) Assignment of each performance bond, if any, as collateral security to Lessor pursuant to Section 7.02A hereof;

(viii) A copy of a fully completed and executed Form 8038-G; and

(ix) Such other items, if any, as are set forth in such Lease or are reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations pursuant to any Lease shall be subject to: (i) no material adverse change in the financial condition of Lessee since the date of this Lease, (ii) no Event of Default having occurred, and (iii) the Equipment must be accepted by Lessee no later than the date specified in the relevant Schedule (the *"Utilization Period"*).

(c) Subject to satisfaction of the foregoing, Lessor will pay the Acquisition Amount for Equipment described in a Schedule to the Vendor (or will reimburse Lessee for the prior payment of any such Acquisition Amounts by Lessee to the Vendor) upon receipt of the documents described in Sections 5.01(a) and (b).

(d) This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may reasonably request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 10.01, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in such amounts as provided in each Lease. LESSEE SHALL PAY LESSOR A CHARGE ON ANY RENTAL PAYMENT NOT PAID WITHIN 10 DAYS ON THE DATE SUCH PAYMENT IS DUE AT THE MAXIMUM RATE PERMITTED BY ARKANSAS LAW, FROM SUCH DATE. Lessee shall not permit the federal government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest payments as more fully detailed on each Schedule, the interest on which begins to accrue as of the Commencement Date for each such Schedule.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term.

Section 4.03. Rental Payments to Constitute a General Obligation of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a general obligation of Lessee under the provisions of Amendment 78 and the Act.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 10.01, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, after it has been accepted by Lessee, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances.

Section 4.05. Tax Covenant. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, *"Event of Taxability"* means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee's action or failure to take any action.

Section 4.07. [Intentionally omitted]

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of Equipment.

(a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Leases and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in the form attached hereto as Exhibit B.

(b) Lessee shall deliver to Lessor original invoices and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. Lessor shall, upon receipt of an Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule in the forms attached hereto as Schedule A and A-1. Lessee shall execute and deliver such Schedules to Lessor within 5 business days of receipt.

Section 5.02. Enjoyment of Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in the related Lease. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the related Lease.

Section 5.03. Location; Inspection. Except in connection with normal operation and maintenance and repair, once installed, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body relating to the installation, use, operation and maintenance of the Equipment; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights under the Lease.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in accordance with manufacturer's recommendations. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for herein.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During each Lease Term, and so long as no Event of Default has occurred and is continuing under Article XII hereof, all right, title and interest in and to each item of the Equipment shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default, full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.02. Upon purchase of the Equipment under a Lease by Lessee pursuant to Section 10.01, Lessor's security interest or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment subject to the related Lease.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first lien on (a) the Equipment applicable to such Lease, and (b) any and all proceeds of any of the foregoing. Lessee agrees to execute and authorizes Lessor to file such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment and the proceeds thereof.

Section 6.03. Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during each Lease Term.

Section 7.02. Insurance. Lessee shall during each Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as additional insured and loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable Purchase Price of the Equipment; (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor; and (c) worker's compensation coverage as required by the laws of the State; *provided* that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clause (a). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

Section 7.02A. Surety Bonds; Lessee to Pursue Remedies Against Contractors and Subcontractors and Their Sureties. Lessee has secured from each contactor directly employed by Lessee, in connection with the acquisition, construction, installation, improvement or equipping of the Equipment, payment and performance bonds executed by a surety company reasonably acceptable to Lessor and authorized to do business in the State in a sum equal to the entire amount to become payable under the contract with such contractor. Each bond was conditioned on the completion of the work in accordance with the plans and specifications for the Equipment and upon payment of all claims of subcontractors and suppliers. Lessee shall upon receipt of each bond from each contractor assign such bond as collateral security to Lessor.

In the event of a material default of any contractor under any contract in connection with the acquisition, construction, improvement or equipping of the Equipment or in the event of a material breach of warranty with respect to any material, workmanship or performance guaranty, Lessee will promptly proceed to exhaust its remedies against the contractor, or supplier in default and against any surety for the performance of such contract with respect to the contractor. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by way of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations hereunder, net of legal fees.

Section 7.03. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the maximum rate permitted by Arkansas law.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. Unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01 by making payment of the Purchase Price as provided in the related Lease, if, prior to the termination of the applicable Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

If Lessee elects to replace any item of the Equipment (the *"Replaced Equipment"*) pursuant to this Section, the replacement equipment (the *"Replacement Equipment"*) shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. Lessor shall receive a first lien security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Master Equipment Lease and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment date after the occurrence of a casualty event, or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term *"Net Proceeds"* shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment,

and, upon such payment, the applicable Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during each Lease Term, so long as no Event of Default shall have occurred and be continuing under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely Rental Payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase all of the Equipment listed in a Lease, at the following times and upon the following terms:

(a) From and after the date specified in the related Schedule (the "*Purchase Option Commencement Date*"), on the Rental Payment dates specified in each Lease, upon not less than 30 days' prior written notice, and upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price, which may include a prepayment premium on the unpaid balance as set forth in the applicable Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option (which shall be the earlier of the next Rental

Payment date or 60 days after the casualty event) upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price; or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of $1.00 to Lessor.

After payment of the applicable Purchase Price, Lessee will own the related Equipment, and Lessor's security interests in and to such Equipment will be terminated.

ARTICLE XI

Section 11.01. Assignment by Lessor. Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under any and all of the Leases, its security interest in the Equipment subject to each such Lease, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor, without the necessity of obtaining the consent of Lessee; *provided, however,* that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law and said certificates of participation shall be offered and sold in a private placement or limited offering only to investors whom Lessor reasonably believes are qualified institutional buyers or accredited investors within the meaning of the applicable federal securities laws. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust, interests in which are offered and sold in a private placement or limited offering only to investors whom Lessor reasonably believes are qualified institutional buyers or accredited investors within the meaning of the applicable federal securities law; *provided further, however,* that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity. No assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided, however,* that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During each Lease Term, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. The option granted in this Section may be separately exercised from

time to time with respect to the Equipment listed in each Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title, and interest in, to and under any Lease or any portion of the Equipment may be assigned or encumbered by Lessee for any reason.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an *"Event of Default"* under a Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under any Lease within 10 days of the date specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money or receiving credit under which Lessee may be obligated as borrower, if such default consists of (i) the failure to pay any indebtedness when due or (ii) the failure to perform any other obligation thereunder and gives the holder of the indebtedness the right to accelerate the indebtedness;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be due subject, however, to any limitations imposed by applicable Arkansas law;

(b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees and to any limitations imposed by applicable Arkansas law). The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein; and

(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment subject to such Lease.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro rata.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Release and Indemnification. To the extent permitted by law, but only from legally available funds, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) the entering into of this Agreement or any Lease by Lessee, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant of Lessee in a Lease or any material misrepresentation by Lessee contained in a Lease. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason.

Section 13.03. Binding Effect. Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.04. Severability. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.05. Amendments, Changes and Modifications. Each Lease may only be amended by Lessor and Lessee in writing.

Section 13.06. Execution in Counterparts. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.07. Applicable Law. Each Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.08. Captions. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:
Banc of America Leasing & Capital, LLC
555 California Street, 4th Floor
CA5-705-04-01
San Francisco, California 94104

By _____
Title _____

LESSEE:
City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

By _____
Title: Mayor

(Seal)

Attest:
By _____
Title: City Clerk

EXHIBIT A

SCHEDULE OF PROPERTY NO. ____

Re: Master Equipment Lease/Purchase Agreement, dated as of _____ _____, 2003, between Banc of America Leasing & Capital, LLC, as Lessor, and City of Fayetteville Arkansas, as Lessee

1. *Defined Terms*. All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the *"Master Equipment Lease"*).

2. *Equipment*. The following items of Equipment are hereby included under this Schedule of the Master Equipment Lease.

Quantity	Description	Serial No.	Model No.	Location

3. *Payment Schedule.*

(a) *Rental Payments*. The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1. Rental Payments shall commence on the date on which the Equipment listed in this Schedule is accepted by Lessee, as indicated in an Acceptance Certificate substantially in the form of Exhibit B to the Master Equipment Lease. The Equipment must be accepted by Lessee no later than June 30, 2003.

(b) *Purchase Price Schedule*. The Purchase Price on each Rental Payment date for the Lease of the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants*. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that no material adverse

change in Lessee's financial condition has occurred since the date of the Master Equipment Lease.

5. *The Lease.* The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount for the Equipment described in this Schedule to be paid to the Vendor is $ _____.

7. *Lease Term.* The Lease Term shall consist of the Original Term and ____ consecutive Renewal Terms, with the final Renewal Term ending on _____.

8. *Purchase Option Commencement Date.* For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is _____.

Dated: _____

LESSOR:
Banc of America Leasing & Capital, LLC
555 California Street, 4th Floor
CA5-705-04-01
San Francisco, California 94104

By _____
Title _____

LESSEE:
City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

By _____
Title: Mayor

(Seal)

Attest:
By _____
Title: City Clerk

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A-1

RENTAL PAYMENT SCHEDULE

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Purchase Price

Prepayment Premium for purposes of Section 10.01(a) is 1.00%.

For purposes of this Lease, *"Taxable Rate,"* with respect to the interest component of Rental Payments, means an annual rate of interest equal to _____.

LESSEE:
City of Fayetteville, Arkansas

By _____
Title: Mayor

EXHIBIT B

ACCEPTANCE CERTIFICATE

Banc of America Leasing & Capital, LLC
555 California Street, 4th Floor
CA5-705-04-01
San Francisco, California 94104

Re: Schedule of Property No. ____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of _____, 2003, between Banc of America Leasing & Capital, LLC, as Lessor, and City of Fayetteville, Arkansas, as Lessee.

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement (the *"Agreement"*), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the *"Schedule"*) has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: _____

LESSEE:
City of Fayetteville, Arkansas

By _____
Title: Mayor

(Seal)

EXHIBIT C

CERTIFICATE

The undersigned, the duly elected and acting City Clerk of the City of Fayetteville (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of _____, 2003 and the Schedule(s) thereunder and all future Schedule(s) (the *"Agreements"*) by and between Lessee and Banc of America Leasing & Capital, LLC and these Agreements are binding and authorized Agreements of Lessee, enforceable in all respects in accordance with their terms.

Name of Official	Title	Signature
Dan Coody	Mayor	_____
_____		_____

Dated _____ By: _____

Title: City Clerk

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

EXHIBIT D

OPINION OF COUNSEL TO LESSEE

Banc of America Leasing & Capital, LLC
555 California Street, 4th Floor
CA5-705-04-01
San Francisco, California 94104

Re: Schedule of Property No. ____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of _____, 2003, between Banc of America Leasing & Capital, LLC, as Lessor, and City of Fayetteville, Arkansas, as Lessee

Ladies and Gentlemen:

As legal counsel to the City of Fayetteville, Arkansas (*"Lessee"*), I have examined (a) an executed counterpart of a certain Master Equipment Lease/Purchase Agreement, dated as of _____, 2003, and Exhibits thereto by and between Banc of America Leasing & Capital, LLC (*"Lessor"*) and Lessee (the *"Agreement"*) and an executed counterpart of Schedule of Property No. ____, dated _____, by and between Lessor and Lessee (the *"Schedule"*), which, among other things, provides for the lease of certain property listed in the Schedule (the *"Equipment"*), (b) an executed counterpart of Ordinance No. _____ of Lessee adopted _____, 2003, which, among other things, authorizes Lessee to execute the Agreement and the Schedule, and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with the Rental Payment Schedule attached to the Schedule, are herein referred to collectively as the "Lease".

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of Arkansas, and is a political subdivision of the State of Arkansas within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"), and the obligations of Lessee under the Agreement will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Pursuant to the Constitution and laws of the State of Arkansas, including, particularly, Amendment 78 and Arkansas Code Annotated Sections 14-78-101 *et seq.* (2001 Supp.) (the "Act"), Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease.

3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Lease is a valid and binding general obligation of Lessee under Amendment 78 and the Act enforceable in accordance with its terms.

4. The authorization, approval, execution and delivery of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. To the best of our knowledge, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment thereunder.

6. The portion of rentals designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of Arkansas personal income taxes; and such interest is not a specific item for purposes of the federal individual or corporate alternative minimum taxes. **[TO BE REVISED]**

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

It is to be understood that the rights of Lessor and the enforceability of the Lease may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Kutak Rock LLP

STAFF REVIEW FORM

FIRE Banc of America Amendment 78 Lease C.R. Page 1

Amendment 78

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council Meeting of: April 15, 2003

FROM:

Stephen Davis	Finance & Internal Services Div.	Finance & Internal Services
Name	Division	Department

ACTION REQUIRED: Approval of a master lease agreement with Banc of America Leasing & Capital, LLC. The leasing agreement will provide the opportunity for the City to utilize Amendment 78 to obtain fire apparatus vehicles.

COST TO CITY:

No Cost At This Time	$ -	
Cost of this request		Program Category / Project Name
	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

Budget Manager — Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager — Date — Internal Auditor — Date

City Attorney — Date — Purchasing Manager — Date

STAFF RECOMMENDATION: Staff recommends approval of the lease agreements.

N/A
Division Head — Date

N/A
Department Director — Date

Stephen Davis 4-1-03
Finance & Internal Services Dir. — Date

Hugh Earnest 4-1-03
Chief Administrative Officer — Date

Dan Coody 4/16/03
Mayor — Date

Cross Reference

New Item: Yes No

Previous Ord/Res#: ____

Orig. Contract Date: ____

Orig. Contract Number: ____

Staff Review Form - Page 2

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THROUGH: Dan Coody, Mayor
Hugh Earnest, Chief Administrative Officer

FROM: Stephen Davis, Finance & Internal Services Director

DATE: March 27, 2003

SUBJECT: Debt Management Program: Leasing Services

Background

City Council approved a Debt Management Policy (Policy) on November 5, 2002. The Debt Management Committee met after approval of the Policy and determined the City needed to seek statement of qualifications for bond counsel services and to seek requests for proposals for bond underwriter services and for leasing services. A professional selection committee was formed to: 1) provide oversight of the drafting of the request for qualifications for bond counsel services and the request for proposals for the bond underwriter services and leasing services; 2) review the responses to the request for qualification/proposals; conduct interviews of the selected respondents; and, 3) recommend service providers for leasing services and bond underwriter services.

Current Status

In mid-January 2003, the Professional Selection Committee (Committee) met, reviewed and approved the request for qualifications for bond counsel services and request for proposals for bond underwriter and leasing services. The Committee reviewed the responses, developed a short list to interview for each service to be provided and selected the firm or firms to provide the service. The firms selected to provide services under this set of request for qualifications and request for proposals are as follows: **Bond Counsel Services** - Gordon Wilbourn of Kutak Rock LLP; **Leasing Services** - Banc of America Leasing & Capital, LLC, and, **Bond Underwriter Services** – (two firms were selected to provide bond underwriter services): Stephens, Inc and Crews & Associates.

City Council, on March 18 and April 1, approved a Resolution of Intent to Reimburse and approved a bond counsel agreement with Kutak Rock. Staff has negotiated two master lease agreements with Banc of America Leasing & Capital, LLC. These master lease agreements provide a funding mechanism to leverage current and future City funds in acquiring solid waste residential collection vehicles and fire apparatus vehicles.

K:\Steve Davis\Debt Financing\Leasing Services BOA_ 2003 Council Memo.doc

There are two lease agreements submitted for approval because of the differences in revenues pledged to fund the lease payments. The revenue stream pledged for the solid waste vehicles is the solid waste fees collected and the debt is authorized under Amendment 65 of the Arkansas Constitution. The revenue stream pledged for the fire apparatus vehicles is the general revenues of the City and is authorized under Amendment 78 of the Arkansas Constitution.

The payment terms under each of the lease agreements would be for a period of no more than sixty (60) months at a fixed interest cost of 2.89%. Not to exceed

Recommendation

Staff recommends City Council approval of the two master lease agreements with Banc of America Leasing & Capital, LLC.

2003-2018 Proposed Apparatus Replacement Plan

Apparatus Replacement Plan

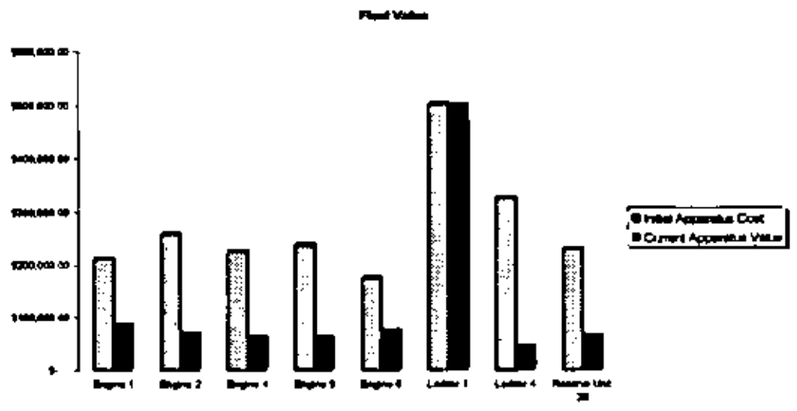
Current Needs

- **Fleet Uniformity**
  - Simplifies Training
- **Single Component Source**
  - Places burden of Warranty & Repairs on the Vendor
- **Standardization of Equipment**
  - Increase in efficiency
- **Control of Maintenance Costs**
  - New Equipment = Lower Maintenance Costs
- **Plan for Equipment Replacement**
  - Establishes a plan to maintain an up to date fleet of apparatus
- **Reduction of Apparatus Downtime**
  - Enhances Service Delivery

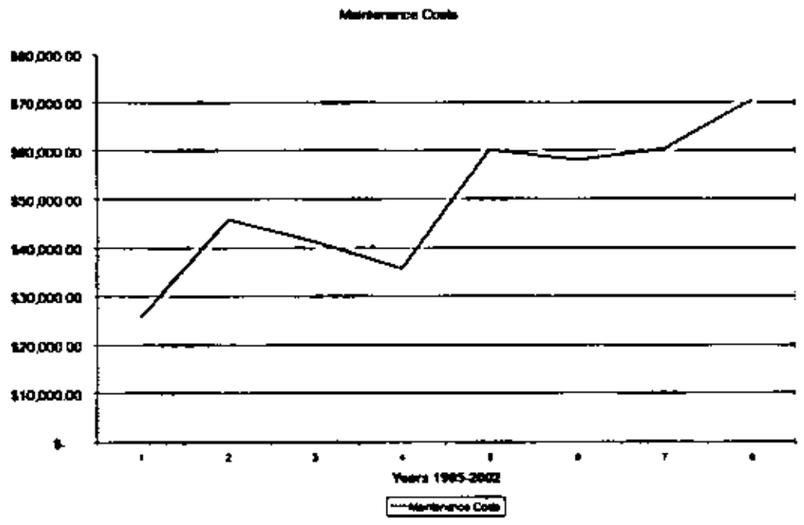
Apparatus Purchase Plan

- **Immediate Purchase of Apparatus**
  - 3 Pumpers and 1 Ladder Truck
- **15 year Plan for Apparatus Replacement and Expansion**
- **Life Cycle Costing**
  - Consistent Pricing/Price control using the "Consumer Pricing Index"
- **Proactive Preventative Maintenance Program**

Current Fleet Value



Maintenance Cost



Current Apparatus

- Engine 1
- 2001 HME/Central States
- 330hp Cummins
- Out of Service days: **33** since delivery

Current Apparatus

- Engine 2
- 1998 KME
- 425hp Detroit
- Out of Service Days: 88 days since delivery

Current Apparatus

- Engine 4
- 1994 Pierce
- 400hp Detroit
- Out of Service Days: **114** days since delivery
  67 days in the last two years

Current Apparatus

- Engine 5
- 1997 KME
- 400hp Detroit

- Out of Service Days: **94** days since delivery
- **39** days in the last two years
- This unit serves as the only back-up apparatus in the fleet

Current Apparatus

- Engine 6
- 2000 Freightliner/Ferrara
- 300hp Cummins

- Out of Service Days: **50** days since delivery

Current Apparatus

- Reserve Unit 26
- 1996 KME
- 400hp Detroit

- Out of Service Days: **108** days since delivery
- **52** days in the last two years

Current Apparatus

- Ladder 4
- (Water Tower)
- 1992 Pierce 65' Squirt
- 400hp Detroit

- Out of Service Days:
  180 since delivery

  71 days in the last 2 years

Current Apparatus

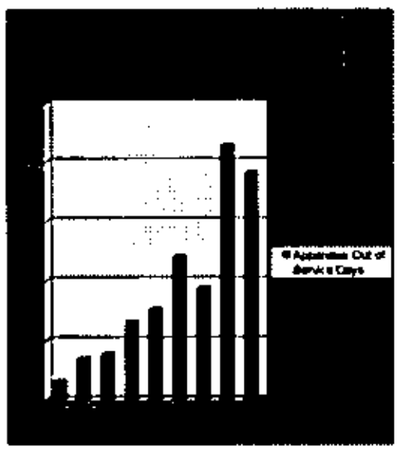
- Ladder 1
- 2002 Emergency One 75' Ladder
- 450hp Cummins

- **This unit was purchased to replace Truck 1**

Apparatus Downtime Increase

INFLUENCES

Apparatus Downtime



- Increase over the last two years = 405 days
- Multiple Apparatus out of service at the same time
- Major component repairs
- Fleet costs increasing

Influences

- Average age of Fleet-7 years
  - **Average Front Line Service Life of 5-7 years**
- Lack of Standardized Components
  - **Current fleet comprised of apparatus from 5 different manufacturers**
- Workload Increases
  - **Emergency Response volume has increased 728% over the last 9 years**

Multiple Apparatus Out of Service

- Since April 1, 2002 the Fire Department has experienced multiple units out of service **15** days.
- Standard Response Assignments could not be filled **79** times.
- Of those 79 reduced assignments **15** included calls for *Structure Fires*.
- **36** Emergency Medical Calls required longer response times.

Current Apparatus Purchase Request

COST:

- $1,749,888.48

- Two Replacement Pumpers
  One Replacement Ladder Truck
  One Expansion Pumper for FS 7

BENEFITS:

- Initiation of a Standardized Fleet
- Reduced Maintenance Costs
- Reduced Apparatus Downtime
- Increased Service Delivery

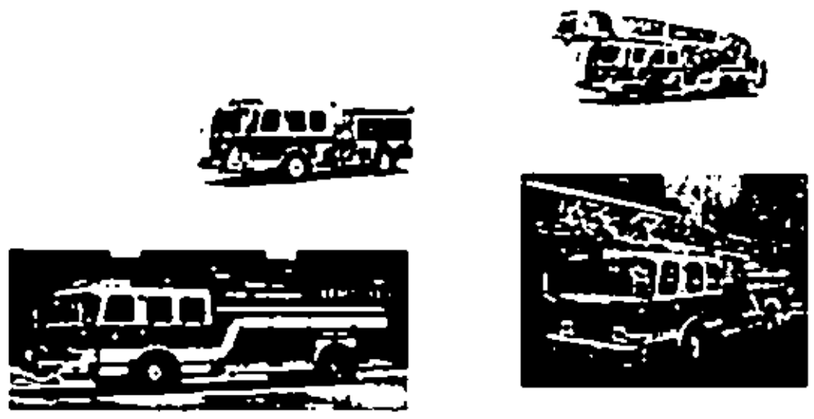
Purchase of Apparatus

Additional Benefits:

Increase the availability of Reserve Apparatus

- Plan for Fleet Expansion
- Reduction in the Insurance Service Office's *"Fire Defense Rating"* for Fayetteville
- Assist in achieving Council's Guiding Principles:
  (3) (4) (10) (12).

Recommendation



Recommendation

- Approval of Current Apparatus and Equipment Request
- Implementation of the 15 Year Apparatus Standardization Program
- Ongoing Review and Reassessment of Needs
  - Continued Partnership with the City of Fayetteville Equipment Committee

SUMMARY OF TERMS AND CONDITIONS

Date:	December 3, 2002
Lessee:	City of Fayetteville, Arkansas
Lessor:	Banc of America Leasing & Capital, LLC or its designee ("Lessor")
Equipment:	Various essential use equipment including, but not limited to, sanitation vehicles and receptacles, fire emergency response vehicles, specialized construction equipment such as paving machines, track hoes, and excavators (individually "Unit" and collectively "Equipment"). Maximum Purchase Price: The lower of $5,000,000 and the fair market value of the Equipment, which may with Lessor's prior consent include soft costs such as freight, installation and taxes paid up-front by Lessor not exceeding 20% of the Maximum Purchase Price. The Purchase Price for used Equipment may be subject to verification by an independent third party appraiser.
Lease Structure:	A lease intended as security transaction; under which all tax benefits will remain with Lessee. The lease will be a net financial lease, and all expenses, including (but not limited to) insurance, maintenance, and taxes, will be for the account of Lessee.
Term:	Lease Commencement Date: No later than February 14, 2003 Lease Term: 36, 48, or 60 months from funding. Interim Rental Term: The Interim Rental Term will be equal to the number of days from acceptance of the Equipment to the Lease Commencement Date. Rent will be charged at the daily equivalent of the Tax Exempt Interest Rate.
Tax Exempt Interest Rate:	Fixed Rate Options Option A: 3-Year Fixed Rate: 2.53% Option B: 4-Year Fixed Rate: 2.76% Option C: 5-Year Fixed Rate: 2.89% The above rates will be held for 30 days from the date of this proposal. Subsequent to that date and subject to the economic yield maintenance requirements below, the Tax Exempt Interest Rate will be fixed at funding at an interest rate equal to the following equation: 3-Year Term: 3-Year H.15 Constant Maturity x .65 + 85.3 basis points (bps) 4-Year Term: 5-Year H.15 Constant Maturity x .65 + 58.9 bps 5-Year Term: 5-Year H.15 Constant Maturity x .65 + 71.9 bps

Fixed Rate/Floating Rate Options:

Option D: (Four-Year Term) - Fixed rate for the first three (3) years; floating rate for the subsequent one (1) year

Fixed Rate for Years One (1), Two (2) and Three (3) = 2.53%

Floating Rate for Year Four (4) =

3-Month LIBOR x .65 + 126.62 basis points

(on December 3, 2002 the floating rate is 2.19% based on a 3-Month LIBOR of 1.42125%)

Option E: (Five-Year Term) – Fixed rate for the first three (3) years; floating rate for the subsequent two (2) years

Fixed Rate for Years One (1), Two (2) and Three (3) = 2.53%

Floating Rate for Years Four (4) and Five (5) =

3-Month LIBOR x .65 + 137.62 bps

(on December 3, 2002 the floating rate is 2.3% based on a 3-Month LIBOR of 1.42125%).

Rent: Lessee shall make monthly, quarterly or semi-annual payments, payable in arrears.

Index:

Fixed Rate
The index on which the Tax Exempt Fixed Interest Rate is based is the three and five-year H.15 Constant Maturity. As of November 27, 2002 the Index was 2.58% for the three-year index and 3.34% for the five-year index. Index data may be found at www.federalreserve.gov/releases/H15/Current/

Floating Rate
The index on which the Tax Exempt Floating Rate is based is the three-month LIBOR. As of December 3, 2002 the Index was 1.42125%.

Governmental Entity Lease: The Base Rent installments are calculated on the assumptions, and Lessee will represent, that Lessee is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code"), and that this transaction will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status. Lessee shall comply with the filing requirements of Section 149(e) of the Code. Lessee will pay Lessor amounts calculated at a taxable rate sufficient to maintain Lessor's yield in the Lease, in

the event Lessor suffers a loss of Federal income tax exemption of the interest portion of the rentals.

Early Termination: Lessee may not prepay the Lease for the first one-half of the Lease Term. Thereafter, Lessee may on any rental payment date, upon 30days notice, prepay in full all amounts then outstanding under the Lease, including accrued interest, principal balance, other unpaid charges, and an amount equal to 1% of the then outstanding principal balance.

End of Term: At the expiration of the Lease Term, Lessee will purchase all (but not less than all) the Equipment for $1.00 ("Purchase Price").

Expenses: Lessee and Lessor will each be responsible for its own expenses incurred in connection with the preparation, negotiation and closing of the lease documentation.

Lease Documents: Lease documents in form and substance satisfactory to Lessor and its local counsel must be executed and delivered. Nonappropriation provisions, if any, must be satisfactory to Lessor. If Lessor requests, Lessee will also furnish duly executed landlord and mortgagee waivers and supporting information. Lessee will also provide board resolutions, incumbency certificates and other documentation required by Lessor.

Opinion of Counsel: Lessee's counsel shall deliver an opinion to Lessor at closing in form and substance satisfactory to Lessor. The opinion of counsel will cover the following tax matters, in addition to other customary opinions:

(a) the portion of Base Rent designated as and constituting interest paid by Lessee and received by Lessor is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from state personal income taxes;
(b) such interest is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes; and
(c) counsel has examined, approved and attached the text of the enabling resolution of Lessee's governing body authorizing Lessee to enter into the Lease.

Assignment by Lessor: The Lessor shall be entitled to assign its right, title and interest in the Lease and leased equipment on a private placement basis to qualified purchasers. In addition, Lessor shall be entitled to assign its right, title and interest in the Lease to a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in such Lease, provided such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represent that (I) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment (ii) such purchaser understands neither the Lease or certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) that it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933.

Escrow Account: Subject to compliance by Lessee with applicable regulations under the Code, including but not limited to arbitrage reporting, the proceeds of the Lease may be deposited into an escrow acceptable to Lessor, and disbursements made therefrom to pay for equipment upon execution and delivery of an acceptance certificate (and related documents by Lessee and approved by Lessor.

Utilization Period Expiration Date: The latest date for any funding will be one year from contract dated date.

Multiple Year Utilization Period: Multiple year lease financing lines will be subject to annual credit approval by Lessor.

Credit Due Diligence: In order to complete its credit due diligence, Lessor will require Lessee to submit:

- Three years of most recent financial statements;
- Most recent fiscal year budget;
- Insurance Certificate.

APPENDIX A

PROPOSER GUARANTEES

The proposer certifies it can and will provide and make available, at a minimum, all services set forth in this request for Short Term Leasing Services.

Signature of Official: Robyn Ellert

Name (typed): ROBYN ELLERT

Title: VICE PRESIDENT

Firm: BANC OF AMERICA LEASING & CAPITAL, LLC

Date: 12-3-02

(*) PLEASE NOTE THAT THIS PROPOSAL IS NOT A COMMITMENT OR OFFER TO LEASE. FINAL APPROVAL IS SUBJECT TO CREDIT REVIEW.

APPENDIX B

PROPOSER WARRANTIES

A. **Proposer warrants** that it is willing and able to comply with State of Arkansas laws with respect to foreign (non-state of Arkansas) corporations.

B. **Proposer warrants** that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

C. **Proposer warrants** that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City of Fayetteville.

D. **Proposer warrants** that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: Robyn Ellert

Name (typed): ROBYN ELLERT

Title: VICE PRESIDENT

Firm: BANC OF AMERICA LEASING & CAPITAL, LLC

Date: 12-3-02

PLEASE NOTE THAT BALCAP RESERVES THE RIGHT TO FURTHER DISCUSS REQUIREMENTS DESCRIBED IN "B" ABOVE.

Sample Amortization Schedule
City of Fayetteville
Fire Trucks: $1,769,865.49

Date	debt service number	interest 2.64000%	principal	debt service	balance
Apr-16-03	0				1,769,865.49
May-16-03	1	3,893.70	27,626.11	31,519.82	1,742,239.38
Jun-16-03	2	3,832.93	27,686.89	31,519.82	1,714,552.49
Jul-16-03	3	3,772.02	27,747.80	31,519.82	1,686,804.68
Aug-16-03	4	3,710.97	27,808.85	31,519.82	1,658,995.84
Sep-16-03	5	3,649.79	27,870.03	31,519.82	1,631,125.81
Oct-16-03	6	3,588.48	27,931.34	31,519.82	1,603,194.47
Nov-16-03	7	3,527.03	27,992.79	31,519.82	1,575,201.68
Dec-16-03	8	3,465.44	28,054.37	31,519.82	1,547,147.31
Jan-16-04	9	3,403.72	28,116.09	31,519.82	1,519,031.22
Feb-16-04	10	3,341.87	28,177.95	31,519.82	1,490,853.27
Mar-16-04	11	3,279.88	28,239.94	31,519.82	1,462,613.33
Apr-16-04	12	3,217.75	28,302.07	31,519.82	1,434,311.26
May-16-04	13	3,155.48	28,364.33	31,519.82	1,405,946.93
Jun-16-04	14	3,093.08	28,426.73	31,519.82	1,377,520.19
Jul-16-04	15	3,030.54	28,489.27	31,519.82	1,349,030.92
Aug-16-04	16	2,967.87	28,551.95	31,519.82	1,320,478.97
Sep-16-04	17	2,905.05	28,614.76	31,519.82	1,291,864.21
Oct-16-04	18	2,842.10	28,677.72	31,519.82	1,263,186.49
Nov-16-04	19	2,779.01	28,740.81	31,519.82	1,234,445.68
Dec-16-04	20	2,715.78	28,804.04	31,519.82	1,205,641.65
Jan-16-05	21	2,652.41	28,867.41	31,519.82	1,176,774.24
Feb-16-05	22	2,588.90	28,930.91	31,519.82	1,147,843.33
Mar-16-05	23	2,525.26	28,994.56	31,519.82	1,118,848.77
Apr-16-05	24	2,461.47	29,058.35	31,519.82	1,089,790.42
May-16-05	25	2,397.54	29,122.28	31,519.82	1,060,668.14
Jun-16-05	26	2,333.47	29,186.35	31,519.82	1,031,481.79
Jul-16-05	27	2,269.26	29,250.56	31,519.82	1,002,231.23
Aug-16-05	28	2,204.91	29,314.91	31,519.82	972,916.33
Sep-16-05	29	2,140.42	29,379.40	31,519.82	943,536.92
Oct-16-05	30	2,075.78	29,444.04	31,519.82	914,092.89
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Dec-16-05	32	1,946.08	29,573.73	31,519.82	855,010.34
Jan-16-06	33	1,881.02	29,638.79	31,519.82	825,371.55
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May-16-06	37	1,619.34	29,900.48	31,519.82	706,162.88
Jun-16-06	38	1,553.56	29,966.26	31,519.82	676,196.62
Jul-16-06	39	1,487.63	30,032.18	31,519.82	646,164.44
Aug-16-06	40	1,421.56	30,098.26	31,519.82	616,066.18
Sep-16-06	41	1,355.35	30,164.47	31,519.82	585,901.71
Oct-16-06	42	1,288.98	30,230.83	31,519.82	555,670.88
Nov-16-06	43	1,222.48	30,297.34	31,519.82	525,373.54
Dec-16-06	44	1,155.82	30,364.00	31,519.82	495,009.54
Jan-16-07	45	1,089.02	30,430.80	31,519.82	464,578.75
Feb-16-07	46	1,022.07	30,497.74	31,519.82	434,081.00
Mar-16-07	47	954.98	30,564.84	31,519.82	403,516.16
Apr-16-07	48	887.74	30,632.08	31,519.82	372,884.08
May-16-07	49	820.34	30,699.47	31,519.82	342,184.61

Jun-16-07	50	752.81	30,767.01	31,519.82	311,417.60
Jul-16-07	51	685.12	30,834.70	31,519.82	280,582.90
Aug-16-07	52	617.28	30,902.53	31,519.82	249,680.36
Sep-16-07	53	549.30	30,970.52	31,519.82	218,709.84
Oct-16-07	54	481.16	31,038.66	31,519.82	187,671.19
Nov-16-07	55	412.88	31,106.94	31,519.82	156,564.25
Dec-16-07	56	344.44	31,175.38	31,519.82	125,388.87
Jan-16-08	57	275.86	31,243.96	31,519.82	94,144.91
Feb-16-08	58	207.12	31,312.70	31,519.82	62,832.21
Mar-16-08	59	138.23	31,381.59	31,519.82	31,450.63
Apr-16-08	60	69.19	31,450.63	31,519.82	0.00
T O T A L		121,323.54	1,769,865.49	1,891,189.03	

Sample Amortization Schedule
$1,178,928 Principal

Date	debt service number	interest 2.64000%	principal	debt service	balance
Apr-16-03	0				1,178,928.00
May-16-03	1	2,593.64	18,402.08	20,995.72	1,160,525.92
Jun-16-03	2	2,553.16	18,442.56	20,995.72	1,142,083.36
Jul-16-03	3	2,512.58	18,483.13	20,995.72	1,123,600.23
Aug-16-03	4	2,471.92	18,523.80	20,995.72	1,105,076.43
Sep-16-03	5	2,431.17	18,564.55	20,995.72	1,086,511.89
Oct-16-03	6	2,390.33	18,605.39	20,995.72	1,067,906.49
Nov-16-03	7	2,349.39	18,646.32	20,995.72	1,049,260.17
Dec-16-03	8	2,308.37	18,687.34	20,995.72	1,030,572.83
Jan-16-04	9	2,267.26	18,728.46	20,995.72	1,011,844.37
Feb-16-04	10	2,226.06	18,769.66	20,995.72	993,074.71
Mar-16-04	11	2,184.76	18,810.95	20,995.72	974,263.76
Apr-16-04	12	2,143.38	18,852.34	20,995.72	955,411.42
May-16-04	13	2,101.91	18,893.81	20,995.72	936,517.61
Jun-16-04	14	2,060.34	18,935.38	20,995.72	917,582.23
Jul-16-04	15	2,018.68	18,977.04	20,995.72	898,605.20
Aug-16-04	16	1,976.93	19,018.79	20,995.72	879,586.41
Sep-16-04	17	1,935.09	19,060.63	20,995.72	860,525.78
Oct-16-04	18	1,893.16	19,102.56	20,995.72	841,423.22
Nov-16-04	19	1,851.13	19,144.59	20,995.72	822,278.64
Dec-16-04	20	1,809.01	19,186.70	20,995.72	803,091.93
Jan-16-05	21	1,766.80	19,228.91	20,995.72	783,863.02
Feb-16-05	22	1,724.50	19,271.22	20,995.72	764,591.80
Mar-16-05	23	1,682.10	19,313.62	20,995.72	745,278.18
Apr-16-05	24	1,639.61	19,356.11	20,995.72	725,922.08
May-16-05	25	1,597.03	19,398.69	20,995.72	706,523.39
Jun-16-05	26	1,554.35	19,441.37	20,995.72	687,082.03
Jul-16-05	27	1,511.58	19,484.14	20,995.72	667,597.89
Aug-16-05	28	1,468.72	19,527.00	20,995.72	648,070.89
Sep-16-05	29	1,425.76	19,569.96	20,995.72	628,500.93
Oct-16-05	30	1,382.70	19,613.01	20,995.72	608,887.91
Nov-16-05	31	1,339.55	19,656.16	20,995.72	589,231.75
Dec-16-05	32	1,296.31	19,699.41	20,995.72	569,532.34
Jan-16-06	33	1,252.97	19,742.75	20,995.72	549,789.59
Feb-16-06	34	1,209.54	19,786.18	20,995.72	530,003.41
Mar-16-06	35	1,166.01	19,829.71	20,995.72	510,173.70
Apr-16-06	36	1,122.38	19,873.33	20,995.72	490,300.37
May-16-06	37	1,078.66	19,917.06	20,995.72	470,383.31
Jun-16-06	38	1,034.84	19,960.87	20,995.72	450,422.44
Jul-16-06	39	990.93	20,004.79	20,995.72	430,417.65
Aug-16-06	40	946.92	20,048.80	20,995.72	410,368.85
Sep-16-06	41	902.81	20,092.91	20,995.72	390,275.95
Oct-16-06	42	858.61	20,137.11	20,995.72	370,138.84
Nov-16-06	43	814.31	20,181.41	20,995.72	349,957.43
Dec-16-06	44	769.91	20,225.81	20,995.72	329,731.62
Jan-16-07	45	725.41	20,270.31	20,995.72	309,461.31
Feb-16-07	46	680.81	20,314.90	20,995.72	289,146.41
Mar-16-07	47	636.12	20,359.59	20,995.72	268,786.81
Apr-16-07	48	591.33	20,404.39	20,995.72	248,382.43
May-16-07	49	546.44	20,449.28	20,995.72	227,933.15
Jun-16-07	50	501.45	20,494.26	20,995.72	207,438.89
Jul-16-07	51	456.37	20,539.35	20,995.72	186,899.53

Aug-16-07	52	411.18	20,584.54	20,995.72	166,315.00
Sep-16-07	53	365.89	20,629.82	20,995.72	145,685.17
Oct-16-07	54	320.51	20,675.21	20,995.72	125,009.96
Nov-16-07	55	275.02	20,720.70	20,995.72	104,289.27
Dec-16-07	56	229.44	20,766.28	20,995.72	83,522.99
Jan-16-08	57	183.75	20,811.97	20,995.72	62,711.02
Feb-16-08	58	137.96	20,857.75	20,995.72	41,853.27
Mar-16-08	59	92.08	20,903.64	20,995.72	20,949.63
Apr-16-08	60	46.09	20,949.63	20,995.72	0.00
T O T A L		80,815.02	1,178,928.00	1,259,743.02	

STAFF REVIEW FORM

Banc of America
Amendment 65
Resident C. Lease Agreement Page 1
Amendment 65

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council Meeting of: April 15, 2003

FROM:

Stephen Davis	Finance & Internal Services Div.	Finance & Internal Services
Name	Division	Department

ACTION REQUIRED: Approval of a master lease agreement with Banc of America Leasing & Capital, LLC. The leasing agreement provide the opportunity for the City to utilize Amendment 65 to fund the acquisition of residential solid waste collection vehicles. Approval of resolution authorizing the City to execute the necessary agreements with Banc of America Leasing & Capital, LLC for the City to participate in a Lease-To-Own lease agreement for the residential solid waste collection vehicles.

COST TO CITY:

No Cost At This Time	$ -	
Cost of this request		Program Category / Project Name
	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

Budget Manager — Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager — Date — Internal Auditor — Date

City Attorney — Date — Purchasing Manager — Date

STAFF RECOMMENDATION: Staff recommends approval of the lease agreements.

N/A — Division Head — Date

N/A. — Department Director — Date

Stephen Davis — Finance & Internal Services Dir. — 4-1-03 Date

Hugh Spruce — Chief Administrative Officer — 4-1-03 Date

Don Cooley — Mayor — 4/1/03 Date

Cross Reference

New Item: Yes No

Previous Ord/Res#: _____

Orig. Contract Date _____

Orig. Contract Number _____

Staff Review Form - Page 2

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THROUGH: Dan Coody, Mayor
Hugh Earnest, Chief Administrative Officer

FROM: Stephen Davis, Finance & Internal Services Director

DATE: March 27, 2003

SUBJECT: Debt Management Program: Leasing Services

Background

City Council approved a Debt Management Policy (Policy) on November 5, 2002. The Debt Management Committee met after approval of the Policy and determined the City needed to seek statement of qualifications for bond counsel services and to seek requests for proposals for bond underwriter services and for leasing services. A professional selection committee was formed to: 1) provide oversight of the drafting of the request for qualifications for bond counsel services and the request for proposals for the bond underwriter services and leasing services; 2) review the responses to the request for qualification/proposals; conduct interviews of the selected respondents; and, 3) recommend service providers for leasing services and bond underwriter services.

Current Status

In mid-January 2003, the Professional Selection Committee (Committee) met, reviewed and approved the request for qualifications for bond counsel services and request for proposals for bond underwriter and leasing services. The Committee reviewed the responses, developed a short list to interview for each service to be provided and selected the firm or firms to provide the service. The firms selected to provide services under this set of request for qualifications and request for proposals are as follows: **Bond Counsel Services** - Gordon Wilbourn of Kutak Rock LLP; **Leasing Services** - Banc of America Leasing & Capital, LLC, and, **Bond Underwriter Services** – (two firms were selected to provide bond underwriter services): Stephens, Inc and Crews & Associates.

City Council, on March 18 and April 1, approved a Resolution of Intent to Reimburse and approved a bond counsel agreement with Kutak Rock. Staff has negotiated two master lease agreements with Banc of America Leasing & Capital, LLC. These master lease agreements provide a funding mechanism to leverage current and future City funds in acquiring solid waste residential collection vehicles and fire apparatus vehicles.

K:\Steve Davis\Debt Financing\Leasing Services BOA_ 2003 Council Memo.doc

There are two lease agreements submitted for approval because of the differences in revenues pledged to fund the lease payments. The revenue stream pledged for the solid waste vehicles is the solid waste fees collected and the debt is authorized under Amendment 65 of the Arkansas Constitution. The revenue stream pledged for the fire apparatus vehicles is the general revenues of the City and is authorized under Amendment 78 of the Arkansas Constitution.

The payment terms under each of the lease agreements would be for a period of no more than sixty (60) months at a fixed interest cost ~~of~~ not to exceed 2.89%.

Recommendation

Staff recommends City Council approval of the two master lease agreements with Banc of America Leasing & Capital, LLC.

SUMMARY OF TERMS AND CONDITIONS

Date:	December 3, 2002
Lessee:	City of Fayetteville, Arkansas
Lessor:	Banc of America Leasing & Capital, LLC or its designee ("Lessor")
Equipment:	**Various essential use equipment including, but not limited to, sanitation vehicles and receptacles, fire emergency response vehicles, specialized construction equipment such as paving machines, track hoes, and excavators** (individually "Unit" and collectively "Equipment"). **Maximum Purchase Price:** The lower of $5,000,000 and the fair market value of the Equipment, which may with Lessor's prior consent include soft costs such as freight, installation and taxes paid up-front by Lessor not exceeding 20% of the Maximum Purchase Price. The Purchase Price for used Equipment may be subject to verification by an independent third party appraiser.
Lease Structure:	A lease intended as security transaction; under which all tax benefits will remain with Lessee. The lease will be a net financial lease, and all expenses, including (but not limited to) insurance, maintenance, and taxes, will be for the account of Lessee.
Term:	**Lease Commencement Date:** No later than February 14, 2003 **Lease Term:** 36, 48, or 60 months from funding. **Interim Rental Term:** The Interim Rental Term will be equal to the number of days from acceptance of the Equipment to the Lease Commencement Date. Rent will be charged at the daily equivalent of the Tax Exempt Interest Rate.
Tax Exempt Interest Rate:	Fixed Rate Options Option A: **3-Year Fixed Rate: 2.53%** Option B: **4-Year Fixed Rate: 2.76%** Option C: **5-Year Fixed Rate: 2.89%** The above rates will be held for 30 days from the date of this proposal. Subsequent to that date and subject to the economic yield maintenance requirements below, the Tax Exempt Interest Rate will be fixed at funding at an interest rate equal to the following equation: 3-Year Term: 3-Year H.15 Constant Maturity x .65 + 85.3 basis points (bps) 4-Year Term: 5-Year H.15 Constant Maturity x .65 + 58.9 bps 5-Year Term: 5-Year H.15 Constant Maturity x .65 + 71.9 bps

Fixed Rate/Floating Rate Options:

Option D: (Four-Year Term) - Fixed rate for the first three (3) years; floating rate for the subsequent one (1) year

Fixed Rate for Years One (1), Two (2) and Three (3) = 2.53%

Floating Rate for Years Four (4) =

3-Month LIBOR x .65 + 126.62 basis points

(on December 3, 2002 the floating rate is 2.19% based on a 3-Month LIBOR of 1.42125%)

Option E: (Five-Year Term) - Fixed rate for the first three (3) years; floating rate for the subsequent two (2) years

Fixed Rate for Years One (1), Two (2) and Three (3) = 2.53%

Floating Rate for Years Four (4) and Five (5) =

3-Month LIBOR x .65 + 137.62 bps

(on December 3, 2002 the floating rate is 2.3% based on a 3-Month LIBOR of 1.42125%).

Rent: Lessee shall make monthly, quarterly or semi-annual payments, payable in arrears.

Index:

Fixed Rate
The index on which the Tax Exempt Fixed Interest Rate is based is the three and five-year H.15 Constant Maturity. As of November 27, 2002 the Index was 2.58% for the three-year index and 3.34% for the five-year index. Index data may be found at www.federalreserve.gov/releases/H15/Current/

Floating Rate
The index on which the Tax Exempt Floating Rate is based is the three-month LIBOR. As of December 3, 2002 the Index was 1.42125%.

Governmental Entity Lease: The Base Rent installments are calculated on the assumptions, and Lessee will represent, that Lessee is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code"), and that this transaction will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status. Lessee shall comply with the filing requirements of Section 149(e) of the Code. Lessee will pay Lessor amounts calculated at a taxable rate sufficient to maintain Lessor's yield in the Lease, in

the event Lessor suffers a loss of Federal income tax exemption of the interest portion of the rentals.

Early Termination: Lessee may not prepay the Lease for the first one-half of the Lease Term. Thereafter, Lessee may on any rental payment date, upon 30days notice, prepay in full all amounts then outstanding under the Lease, including accrued interest, principal balance, other unpaid charges, and an amount equal to 1% of the then outstanding principal balance.

End of Term: At the expiration of the Lease Term, Lessee will purchase all (but not less than all) the Equipment for $1.00 ("Purchase Price").

Expenses: Lessee and Lessor will each be responsible for its own expenses incurred in connection with the preparation, negotiation and closing of the lease documentation.

Lease Documents: Lease documents in form and substance satisfactory to Lessor and its local counsel must be executed and delivered. Nonappropriation provisions, if any, must be satisfactory to Lessor. If Lessor requests, Lessee will also furnish duly executed landlord and mortgagee waivers and supporting information. Lessee will also provide board resolutions, incumbency certificates and other documentation required by Lessor.

Opinion of Counsel: Lessee's counsel shall deliver an opinion to Lessor at closing in form and substance satisfactory to Lessor. The opinion of counsel will cover the following tax matters, in addition to other customary opinions:

(a) the portion of Base Rent designated as and constituting interest paid by Lessee and received by Lessor is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from state personal income taxes;
(b) such interest is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes; and
(c) counsel has examined, approved and attached the text of the enabling resolution of Lessee's governing body authorizing Lessee to enter into the Lease.

Assignment by Lessor: The Lessor shall be entitled to assign its right, title and interest in the Lease and leased equipment on a private placement basis to qualified purchasers. In addition, Lessor shall be entitled to assign its right, title and interest in the Lease to a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in such Lease, provided such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represent that (I) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment (ii) such purchaser understands neither the Lease or certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) that it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933.

Escrow Account: Subject to compliance by Lessee with applicable regulations under the Code, including but not limited to arbitrage reporting, the proceeds of the Lease may be deposited into an escrow acceptable to Lessor, and disbursements made therefrom to pay for equipment upon execution and delivery of an acceptance certificate (and related documents by Lessee and approved by Lessor.

Utilization Period Expiration Date: The latest date for any funding will be one year from contract dated date.

Multiple Year Utilization Period: Multiple year lease financing lines will be subject to annual credit approval by Lessor.

Credit Due Diligence: In order to complete its credit due diligence, Lessor will require Lessee to submit:

- Three years of most recent financial statements;
- Most recent fiscal year budget;
- Insurance Certificate.

APPENDIX A

PROPOSER GUARANTEES

The proposer certifies it can and will provide and make available, at a minimum, all services set forth in this request for Short Term Leasing Services.

Signature of Official: Robyn Ellert

Name (typed): ROBYN ELLERT

Title: VICE PRESIDENT

Firm: BANC OF AMERICA LEASING & CAPITAL, LLC

Date: 12-3-02

(*) PLEASE NOTE THAT THIS PROPOSAL IS NOT A COMMITMENT OR OFFER TO LEASE. FINAL APPROVAL IS SUBJECT TO CREDIT REVIEW.

APPENDIX B

PROPOSER WARRANTIES

A. **Proposer warrants** that it is willing and able to comply with State of Arkansas laws with respect to foreign (non-state of Arkansas) corporations.

B. **Proposer warrants** that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

C. **Proposer warrants** that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City of Fayetteville.

D. **Proposer warrants** that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: Robyn Ellert

Name (typed): ROBYN ELLERT

Title: VICE PRESIDENT

Firm: BANC OF AMERICA LEASING & CAPITAL, LLC

Date: 12-3-02

PLEASE NOTE THAT BALCAP RESERVES THE RIGHT TO FURTHER DISCUSS REQUIREMENTS DESCRIBED IN "B" ABOVE.

Sample Amortization Schedule
City of Fayetteville
Fire Trucks: $1,769,865.49

Date	debt service number	interest 2.64000%	principal	debt service	balance
Apr-16-03	0				1,769,865.49
May-16-03	1	3,893.70	27,626.11	31,519.82	1,742,239.38
Jun-16-03	2	3,832.93	27,686.89	31,519.82	1,714,552.49
Jul-16-03	3	3,772.02	27,747.80	31,519.82	1,686,804.68
Aug-16-03	4	3,710.97	27,808.85	31,519.82	1,658,995.84
Sep-16-03	5	3,649.79	27,870.03	31,519.82	1,631,125.81
Oct-16-03	6	3,588.48	27,931.34	31,519.82	1,603,194.47
Nov-16-03	7	3,527.03	27,992.79	31,519.82	1,575,201.68
Dec-16-03	8	3,465.44	28,054.37	31,519.82	1,547,147.31
Jan-16-04	9	3,403.72	28,116.09	31,519.82	1,519,031.22
Feb-16-04	10	3,341.87	28,177.95	31,519.82	1,490,853.27
Mar-16-04	11	3,279.88	28,239.94	31,519.82	1,462,613.33
Apr-16-04	12	3,217.75	28,302.07	31,519.82	1,434,311.26
May-16-04	13	3,155.48	28,364.33	31,519.82	1,405,946.93
Jun-16-04	14	3,093.08	28,426.73	31,519.82	1,377,520.19
Jul-16-04	15	3,030.54	28,489.27	31,519.82	1,349,030.92
Aug-16-04	16	2,967.87	28,551.95	31,519.82	1,320,478.97
Sep-16-04	17	2,905.05	28,614.76	31,519.82	1,291,864.21
Oct-16-04	18	2,842.10	28,677.72	31,519.82	1,263,186.49
Nov-16-04	19	2,779.01	28,740.81	31,519.82	1,234,445.68
Dec-16-04	20	2,715.78	28,804.04	31,519.82	1,205,641.65
Jan-16-05	21	2,652.41	28,867.41	31,519.82	1,176,774.24
Feb-16-05	22	2,588.90	28,930.91	31,519.82	1,147,843.33
Mar-16-05	23	2,525.26	28,994.56	31,519.82	1,118,848.77
Apr-16-05	24	2,461.47	29,058.35	31,519.82	1,089,790.42
May-16-05	25	2,397.54	29,122.28	31,519.82	1,060,668.14
Jun-16-05	26	2,333.47	29,186.35	31,519.82	1,031,481.79
Jul-16-05	27	2,269.26	29,250.56	31,519.82	1,002,231.23
Aug-16-05	28	2,204.91	29,314.91	31,519.82	972,916.33
Sep-16-05	29	2,140.42	29,379.40	31,519.82	943,536.92
Oct-16-05	30	2,075.78	29,444.04	31,519.82	914,092.89
Nov-16-05	31	2,011.00	29,508.81	31,519.82	884,584.08
Dec-16-05	32	1,946.08	29,573.73	31,519.82	855,010.34
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Jul-16-06	39	1,487.63	30,032.18	31,519.82	646,164.44
Aug-16-06	40	1,421.56	30,098.26	31,519.82	616,066.18
Sep-16-06	41	1,355.35	30,164.47	31,519.82	585,901.71
Oct-16-06	42	1,288.98	30,230.83	31,519.82	555,670.88
Nov-16-06	43	1,222.48	30,297.34	31,519.82	525,373.54
Dec-16-06	44	1,155.82	30,364.00	31,519.82	495,009.54
Jan-16-07	45	1,089.02	30,430.80	31,519.82	464,578.75
Feb-16-07	46	1,022.07	30,497.74	31,519.82	434,081.00
Mar-16-07	47	954.98	30,564.84	31,519.82	403,516.16
Apr-16-07	48	887.74	30,632.08	31,519.82	372,884.08
May-16-07	49	820.34	30,699.47	31,519.82	342,184.61

Jun-16-07	50	752.81	30,767.01	31,519.82	311,417.60
Jul-16-07	51	685.12	30,834.70	31,519.82	280,582.90
Aug-16-07	52	617.28	30,902.53	31,519.82	249,680.36
Sep-16-07	53	549.30	30,970.52	31,519.82	218,709.84
Oct-16-07	54	481.16	31,038.66	31,519.82	187,671.19
Nov-16-07	55	412.88	31,106.94	31,519.82	156,564.25
Dec-16-07	56	344.44	31,175.38	31,519.82	125,388.87
Jan-16-08	57	275.86	31,243.96	31,519.82	94,144.91
Feb-16-08	58	207.12	31,312.70	31,519.82	62,832.21
Mar-16-08	59	138.23	31,381.59	31,519.82	31,450.63
Apr-16-08	60	69.19	31,450.63	31,519.82	0.00
T O T A L		121,323.54	1,769,865.49	1,891,189.03	

Sample Amortization Schedule
$1,178,928 Principal

Date	debt service number	interest 2.64000%	principal	debt service	balance
Apr-16-03	0				1,178,928.00
May-16-03	1	2,593.64	18,402.08	20,995.72	1,160,525.92
Jun-16-03	2	2,553.16	18,442.56	20,995.72	1,142,083.36
Jul-16-03	3	2,512.58	18,483.13	20,995.72	1,123,600.23
Aug-16-03	4	2,471.92	18,523.80	20,995.72	1,105,076.43
Sep-16-03	5	2,431.17	18,564.55	20,995.72	1,086,511.89
Oct-16-03	6	2,390.33	18,605.39	20,995.72	1,067,906.49
Nov-16-03	7	2,349.39	18,646.32	20,995.72	1,049,260.17
Dec-16-03	8	2,308.37	18,687.34	20,995.72	1,030,572.83
Jan-16-04	9	2,267.26	18,728.46	20,995.72	1,011,844.37
Feb-16-04	10	2,226.06	18,769.66	20,995.72	993,074.71
Mar-16-04	11	2,184.76	18,810.95	20,995.72	974,263.76
Apr-16-04	12	2,143.38	18,852.34	20,995.72	955,411.42
May-16-04	13	2,101.91	18,893.81	20,995.72	936,517.61
Jun-16-04	14	2,060.34	18,935.38	20,995.72	917,582.23
Jul-16-04	15	2,018.68	18,977.04	20,995.72	898,605.20
Aug-16-04	16	1,976.93	19,018.79	20,995.72	879,586.41
Sep-16-04	17	1,935.09	19,060.63	20,995.72	860,525.78
Oct-16-04	18	1,893.16	19,102.56	20,995.72	841,423.22
Nov-16-04	19	1,851.13	19,144.59	20,995.72	822,278.64
Dec-16-04	20	1,809.01	19,186.70	20,995.72	803,091.93
Jan-16-05	21	1,766.80	19,228.91	20,995.72	783,863.02
Feb-16-05	22	1,724.50	19,271.22	20,995.72	764,591.80
Mar-16-05	23	1,682.10	19,313.62	20,995.72	745,278.18
Apr-16-05	24	1,639.61	19,356.11	20,995.72	725,922.08
May-16-05	25	1,597.03	19,398.69	20,995.72	706,523.39
Jun-16-05	26	1,554.35	19,441.37	20,995.72	687,082.03
Jul-16-05	27	1,511.58	19,484.14	20,995.72	667,597.89
Aug-16-05	28	1,468.72	19,527.00	20,995.72	648,070.89
Sep-16-05	29	1,425.76	19,569.96	20,995.72	628,500.93
Oct-16-05	30	1,382.70	19,613.01	20,995.72	608,887.91
Nov-16-05	31	1,339.55	19,656.16	20,995.72	589,231.75
Dec-16-05	32	1,296.31	19,699.41	20,995.72	569,532.34
Jan-16-06	33	1,252.97	19,742.75	20,995.72	549,789.59
Feb-16-06	34	1,209.54	19,786.18	20,995.72	530,003.41
Mar-16-06	35	1,166.01	19,829.71	20,995.72	510,173.70
Apr-16-06	36	1,122.38	19,873.33	20,995.72	490,300.37
May-16-06	37	1,078.66	19,917.06	20,995.72	470,383.31
Jun-16-06	38	1,034.84	19,960.87	20,995.72	450,422.44
Jul-16-06	39	990.93	20,004.79	20,995.72	430,417.65
Aug-16-06	40	946.92	20,048.80	20,995.72	410,368.85
Sep-16-06	41	902.81	20,092.91	20,995.72	390,275.95
Oct-16-06	42	858.61	20,137.11	20,995.72	370,138.84
Nov-16-06	43	814.31	20,181.41	20,995.72	349,957.43
Dec-16-06	44	769.91	20,225.81	20,995.72	329,731.62
Jan-16-07	45	725.41	20,270.31	20,995.72	309,461.31
Feb-16-07	46	680.81	20,314.90	20,995.72	289,146.41
Mar-16-07	47	636.12	20,359.59	20,995.72	268,786.81
Apr-16-07	48	591.33	20,404.39	20,995.72	248,382.43
May-16-07	49	546.44	20,449.28	20,995.72	227,933.15
Jun-16-07	50	501.45	20,494.26	20,995.72	207,438.89
Jul-16-07	51	456.37	20,539.35	20,995.72	186,899.53

Aug-16-07	52	411.18	20,584.54	20,995.72	166,315.00
Sep-16-07	53	365.89	20,629.82	20,995.72	145,685.17
Oct-16-07	54	320.51	20,675.21	20,995.72	125,009.96
Nov-16-07	55	275.02	20,720.70	20,995.72	104,289.27
Dec-16-07	56	229.44	20,766.28	20,995.72	83,522.99
Jan-16-08	57	183.75	20,811.97	20,995.72	62,711.02
Feb-16-08	58	137.96	20,857.75	20,995.72	41,853.27
Mar-16-08	59	92.08	20,903.64	20,995.72	20,949.63
Apr-16-08	60	46.09	20,949.63	20,995.72	0.00
T O T A L		80,815.02	1,178,928.00	1,259,743.02	

STAFF REVIEW FORM

LEECO's Fire Equip.
C. 11. Page 1

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council Meeting of: **April 15, 2003**

FROM:

Stephen Davis	Finance & Internal Services Div.	Finance & Internal Services
Name	Division	Department

ACTION REQUIRED: Approval of a resolution accepting LEECO's pricing for two replacement pumpers, a replacement aerial ladder unit and an expansion pumper for Fire Station Seven and authorizing the City to execute the necessary agreements with Banc of America Leasing & Capital, LLC for the City to participate in a Lease-to-Own lease agreement for these fire apparatus units. Approval of a budget adjustment is also requested.

COST TO CITY:
$12,500 (Kutak Rock)
$222,010 (Est. Leasing Cost)

$222,010 (Est. Leasing Cost)	$ 197,367	Fire Apparatus Leasing Program
Cost of this request	Category/Project Budget	Program Category / Project Name
4470.9470.5XXX.00	$ -	Fire Improvements
Account Number	Funds Used to Date	Program / Project Category Name
03019.1	$ 197,367	Sales Tax Construction
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item X Budget Adjustment Attached

Budget Manager — 3-31-03 Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager — 4/1/03 Date
Internal Auditor — Date
City Attorney — 4/2/03 Date
Purchasing Manager — Date

STAFF RECOMMENDATION: Staff recommends approval of the ordinance and budget adjustment.

Division Head — Date
Department Director — 3/28/03 Date
Finance & Internal Services Dir. — 4-2-03 Date
Chief Administrative Officer — 4-2-03 Date
Mayor — 4/2/03 Date

Cross Reference

New Item: **Yes** No

Previous Ord/Res#:

Orig. Contract Date

Orig. Contract Number

Staff Review Form - Page 2

Description Fire Apparatus Lease Purchasing Program Meeting Date April 15, 2003

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

Internal Auditor

Finance & Internal Services Director

Chief Administrative Officer

City of Fayetteville, Arkansas
Budget Adjustment Form

LEECO's Fire Equip.
C. 11. Page 3

Budget Year	Department: Fire Division: Fire Operations Program: Sales Tax Capital Improvements	Date Requested	Adjustment Number
2003		4/15/2003	

Project or Item Requested:
$37,144 is requested in the Fire Apparatus Leasing Program capital project.

Project or Item Deleted:
None. From the Sales Tax Use of Fund Balance account.

Justification of this Increase:
The funding is for the lease payments that will be made during 2003.

Justification of this Decrease:
There is sufficient fund balance remaining. The funding is coming from 2002 unexpended projects.

Increase Expense (Decrease Revenue)

Account Name	Account Number				Amount	Project Number	
Lease Purchase	4470	9470		00	37,144	03019	1

Decrease Expense (Increase Revenue)

Account Name	Account Number				Amount	Project Number	
Use of fund balance	4470	0947	4999	99	37,144		

Approval Signatures

	Date
Requested By	
Budget Manager	3-31-03
Department Director	3/31/03
Finance & Internal Services Director	4-2-03
Mayor	

Budget Office Use Only

Type: A B C (D) E

	Date	Initial
Date of Approval		
Posted to General Ledger		
Posted to Project Accounting		
Entered in Category Log		

Executive Summary
Fire Apparatus Purchase

Background:

Over the past year the Fire Department has worked diligently to assess the status of its existing apparatus fleet. This comprehensive review process was established by developing four internal Fire Department committees to work on an overall assessment of the fleet and also to determine the most effective method of replacement. As part of this process, these committees spent numerous hours researching past purchasing practices as well as studying how and when apparatus were designed and ordered.

Current Status:

The average age of the Fire Department's current apparatus fleet is approximately 7 years; however, the committee found that the overall average value of these pieces of equipment is approximately $51,000 with the most recent acquisition, a 2001 HME Pumper valued at $69,000. The original purchase price for this apparatus was $211,000 when it was purchased new in 2001. What this means is that this apparatus has lost over 2/3 of its original value since the time of purchase. This rapid decline in value is directly related to several factors; however, the primary reasons are the lack of a consistent maintenance program and the fact that this apparatus was assembled by a corporation that uses various components to build apparatus, rather than a sole-source manufacturer who designs and builds the apparatus using their own components.

Historically the Fire Department has purchased apparatus based on a very generic specification process, which placed the organization's fate in the hands of the vendor. On numerous occasions the Department would take delivery of an apparatus that did not meet the posted specifications because the apparatus being delivered happened to be available. Rather than hold the vendor to the original agreed upon specs the Department would simply accept the apparatus, as is, and live with the inequities.

In order to stop this ineffective specification and delivery practice the Fire Department developed very detailed specifications, based on the needs of the organization rather than the type of apparatus the vendor has available. This has caused these specifications to be very lengthy and detailed. Copies of these specifications were presented to the City Fleet Division, the Purchasing Division, the Internal Services Division, the Budget Office and the City Council Equipment Committee prior to posting. Each group provided valuable input into the process and their recommendations were immediately incorporated into the drafted specs, prior to posting.

Executive Summary
Fire Apparatus Purchase

In February 2003 the Fire Department publicly posted and forwarded copies of these detailed specifications to the four sole-source manufacturers in an attempt to solicit their pricing models. These vendors were Seagrave Fire Apparatus, American LaFrance Fire Apparatus, Pierce Fire Apparatus and Emergency One Fire Apparatus. The only response the Department received from this posting was from Emergency One Fire Apparatus, through Leeco Fire Equipment, Inc., who is there regional distributor.

The pricing for their response along with the basic shop drawings for their apparatus are attached for your review. At this time the Fire Department believes that Emergency One Fire Apparatus, as the successful bidder, is the best suited to provide the type of sales and service needed to maintain an up to date apparatus fleet. E-One is the vendor the Fire Department purchased Ladder One from in October 2002. As you may recall this was an emergency item since the previous ladder unit was out of service and the repair would be much too costly. E-One delivered the current unit on the day following the Council's approval.

The Department plans to utilize the new long-term purchasing program, through Bank of America, to assist with this initial purchase as well as the ongoing systematic replacement of the apparatus fleet. Further, it is the intent of the Department to implement a "Life Cycle Costing" program for these apparatus by placing them on a 7 year depreciation cycle with replacement every five to seven years. This will help to ensure that the Department does not encounter this type of situation again.

On March 25, 2003 representatives from the Fire Department met with the City Council Equipment Committee to present this proposal. As a result of this plan the Equipment voted unanimously to advance this program to the full Council review and approval.

Recommendation:

My Staff and I believe it is important for the Fire Department to look at this apparatus purchase program as a positive change in the way the Department currently does business. The approval of this purchase will assist the Department in taking control of the fire apparatus purchasing process out of the hands of the vendors and placing it back in the hands of the City and specifically the Fire Department.

As a result of this process my Staff and I recommend that Council approve ~~an ordinance~~ Resolution for the purchase of three Fire Engine Units (Pumpers) and one 95' telescoping Platform Aerial Unit.

Fayetteville Fire Department
303 W. Center
Fayetteville, Arkansas 72701
Bid# 03-10

BID TABULATION SHEET

Total Bid Price with equipment Delivered Fob, Fayetteville, AR	$1,769,865.49
Price Each Custom Pumper:	$ 346,880.83
Price Each 95' Platform:	$ 729,223.00
Bidders Guaranteed Delivery Date:	Pumper 300 Aerial 270 Days AR
Penalty Clause of $200.00 per Day Accepted:	Yes X No
Bid Bond Included:	Yes X No
Performance Bond Included in Bid Price:	Yes X No
Cost of Performance Bond per $1000.00:	$ 3.50
Certificate of Liability Insurance:	Yes X No
Certified Financial Report:	Yes X No
Dunn & Bradstreet Report:	Yes X No
Bid Contract Terms as Specified:	Yes X No
FAYETTEVILLE Specifications to take Precedence:	Yes X No
Requested Warranty's Attached:	Yes X No
Meets 3rd Party Pump Testing Requirements:	Yes X No
Complete, One Source Manufacturer:	Yes X No
Stainless Steel Plumbing:	Yes X No
All Aluminum Construction:	Yes X No
TOTAL NUMBER OF COMPLETE BID EXCEPTIONS TAKEN:	2

Submitted the 11th day of March, 2003.
Name: Mrs. Carolyn S. Lee
Company: LEECO, Inc.
Address: 1408 HWY 124 East/PO Box 210
City: Damascus State: AR Zip: 72039
Phone: 800-233-5053 Fax: 501-335-7458

Signature: Mrs. Carolyn S. Lee Title: President

Sample Amortization Schedule
City of Fayetteville
Fire Trucks: $1,769,865.49

Date	debt service number	interest 2.64000%	principal	debt service	balance
Apr-16-03	0				1,769,865.49
May-16-03	1	3,893.70	27,626.11	31,519.82	1,742,239.38
Jun-16-03	2	3,832.93	27,686.89	31,519.82	1,714,552.49
Jul-16-03	3	3,772.02	27,747.80	31,519.82	1,686,804.68
Aug-16-03	4	3,710.97	27,808.85	31,519.82	1,658,995.84
Sep-16-03	5	3,649.79	27,870.03	31,519.82	1,631,125.81
Oct-16-03	6	3,588.48	27,931.34	31,519.82	1,603,194.47
Nov-16-03	7	3,527.03	27,992.79	31,519.82	1,575,201.68
Dec-16-03	8	3,465.44	28,054.37	31,519.82	1,547,147.31
Jan-16-04	9	3,403.72	28,116.09	31,519.82	1,519,031.22
Feb-16-04	10	3,341.87	28,177.95	31,519.82	1,490,853.27
Mar-16-04	11	3,279.88	28,239.94	31,519.82	1,462,613.33
Apr-16-04	12	3,217.75	28,302.07	31,519.82	1,434,311.26
May-16-04	13	3,155.48	28,364.33	31,519.82	1,405,946.93
Jun-16-04	14	3,093.08	28,426.73	31,519.82	1,377,520.19
Jul-16-04	15	3,030.54	28,489.27	31,519.82	1,349,030.92
Aug-16-04	16	2,967.87	28,551.95	31,519.82	1,320,478.97
Sep-16-04	17	2,905.05	28,614.76	31,519.82	1,291,864.21
Oct-16-04	18	2,842.10	28,677.72	31,519.82	1,263,186.49
Nov-16-04	19	2,779.01	28,740.81	31,519.82	1,234,445.68
Dec-16-04	20	2,715.78	28,804.04	31,519.82	1,205,641.65
Jan-16-05	21	2,652.41	28,867.41	31,519.82	1,176,774.24
Feb-16-05	22	2,588.90	28,930.91	31,519.82	1,147,843.33
Mar-16-05	23	2,525.26	28,994.56	31,519.82	1,118,848.77
Apr-16-05	24	2,461.47	29,058.35	31,519.82	1,089,790.42
May-16-05	25	2,397.54	29,122.28	31,519.82	1,060,668.14
Jun-16-05	26	2,333.47	29,186.35	31,519.82	1,031,481.79
Jul-16-05	27	2,269.26	29,250.56	31,519.82	1,002,231.23
Aug-16-05	28	2,204.91	29,314.91	31,519.82	972,916.33
Sep-16-05	29	2,140.42	29,379.40	31,519.82	943,536.92
Oct-16-05	30	2,075.78	29,444.04	31,519.82	914,092.89
Nov-16-05	31	2,011.00	29,508.81	31,519.82	884,584.08
Dec-16-05	32	1,946.08	29,573.73	31,519.82	855,010.34
Jan-16-06	33	1,881.02	29,638.79	31,519.82	825,371.55
Feb-16-06	34	1,815.82	29,704.00	31,519.82	795,667.55
Mar-16-06	35	1,750.47	29,769.35	31,519.82	765,898.20
Apr-16-06	36	1,684.98	29,834.84	31,519.82	736,063.36
May-16-06	37	1,619.34	29,900.48	31,519.82	706,162.88
Jun-16-06	38	1,553.56	29,966.26	31,519.82	676,196.62
Jul-16-06	39	1,487.63	30,032.18	31,519.82	646,164.44
Aug-16-06	40	1,421.56	30,098.26	31,519.82	616,066.18
Sep-16-06	41	1,355.35	30,164.47	31,519.82	585,901.71
Oct-16-06	42	1,288.98	30,230.83	31,519.82	555,670.88
Nov-16-06	43	1,222.48	30,297.34	31,519.82	525,373.54
Dec-16-06	44	1,155.82	30,364.00	31,519.82	495,009.54
Jan-16-07	45	1,089.02	30,430.80	31,519.82	464,578.75
Feb-16-07	46	1,022.07	30,497.74	31,519.82	434,081.00
Mar-16-07	47	954.98	30,564.84	31,519.82	403,516.16
Apr-16-07	48	887.74	30,632.08	31,519.82	372,884.08
May-16-07	49	820.34	30,699.47	31,519.82	342,184.61

Jun-16-07	50	752.81	30,767.01	31,519.82	311,417.60
Jul-16-07	51	685.12	30,834.70	31,519.82	280,582.90
Aug-16-07	52	617.28	30,902.53	31,519.82	249,680.36
Sep-16-07	53	549.30	30,970.52	31,519.82	218,709.84
Oct-16-07	54	481.16	31,038.66	31,519.82	187,671.19
Nov-16-07	55	412.88	31,106.94	31,519.82	156,564.25
Dec-16-07	56	344.44	31,175.38	31,519.82	125,388.87
Jan-16-08	57	275.86	31,243.96	31,519.82	94,144.91
Feb-16-08	58	207.12	31,312.70	31,519.82	62,832.21
Mar-16-08	59	138.23	31,381.59	31,519.82	31,450.63
Apr-16-08	60	69.19	31,450.63	31,519.82	0.00
T O T A L		121,323.54	1,769,865.49	1,891,189.03	

LEECO, INC.
Hwy. 124 East - P. O. Box 210
Damascus, Arkansas 72039
1-800-233-5053

March 11, 2003

CITY OF FAYETTEVILLE, ARKANSAS
City Officials, Fire Department Personnel
303 West Center
Fayetteville, Arkansas 72701

RE: Bid # 03-10 Fire Apparatus

Thank you for this opportunity to provide you with our proposal for E-ONE apparatus. LEECO, INC. as your E-ONE Dealer has attached your requested information, along with detailed proposal specifications, literature, and an assortment of other material for your review and purchase consideration. Please note, that should a discrepancy occur, between our proposal and your bid specifications, the City of Fayetteville, Arkansas Fire Department Specifications take full and complete precedence.

We are very pleased to be able to furnish you with three (3) Pumpers complete as specified with two minor exceptions and two clarifications (see second page of our proposal) at a complete and delivered price of: $346,880.83 each. In addition, we are proposing your requested 95' Aerial Platform at a complete and delivered price of: $729,223.00, making a **total package price of: $1,769,865.49**.

This pricing is based assuming the total purchase will be made, and will remain firm for sixty days. Guaranteed delivery on the 95' Platform will be 270 days after receipt of the order, and 300 days after receipt of the order on the Pumpers. This is guaranteed by a $200.00 per day penalty after anticipated date. * This penalty clause excludes delays due to war, fire, labor disputes, acts of God, governmental regulations, supplier issues and other causes beyond E-ONE's reasonable control.

Also included in our proposal is a fifteen-year contract to purchase additional apparatus, which encompasses any apparatus manufactured by E-ONE. Please see page one of our proposal for a recommended contract. However, should LEECO, INC. be selected as the successful bidder, the contract can be written to the mutual satisfaction of the City of Fayetteville, Arkansas, E-ONE, and LEECO, INC.

In order to assure that these apparatus are manufactured to your specifications, we will require a "pre-build" trip for a minimum of two personnel from the City of Fayetteville, Arkansas Fire Department to the E-ONE factory in Ocala, Florida. All expenses resulting from this trip will be at LEECO, INC. expense. In addition, there will also be a "pre-delivery" inspection. Again, at no cost to the City of Fayetteville, Arkansas.

Again thank you, and we look forward to assisting you in filling your Department's needs.

Mrs. Carolyn S. Lee, President

CITY OF FAYETTEVILLE - LEECO, INC. PROPOSAL ATTACHMENT # 1

RE: CITY OF FAYETTEVILLE FIRE DEPARTMENT BID # 03-10

PAGE 1 – CONTRACT TERMS

March 10, 2003

E-ONE and LEECO, INC. is very pleased to be able to offer the City of Fayetteville, Arkansas Fire Department a bid term contract to end December 31, 2018. Also included in our contract offering is the E-ONE/LEECO Custom 75' HP Side Stacker that you recently purchased. This contract may also be extended to allow future purchases at a negotiated price of any and or all other apparatus types manufactured and offered by E-ONE/ LEECO that would suit any of your particular apparatus requirements.

This contract will also include any "loose" equipment items (i.e. hose, rescue tools, etc.) that are currently included in this bid, as well as any other additional and/or different types of loose equipment that might be necessary on any future purchases.

We also accept your request to the right to change or alter the specifications over the term of the contract. This will benefit the City by enabling them to take advantage of any and or all the improvements and upgrades made by E-ONE and the fire service in general.

This contract includes a standardized three to five percent manufacturers cost index increase. Also to be taken into consideration would be any NFPA, EPA, equipment ISO changes and any other regulations that might be put into effect during this time period, which would also increase the price. All future purchases from the City of Fayetteville, Arkansas Fire Department to E-ONE / LEECO would be based on these items and would be negotiable and fully agreed upon by both parties.

We are in complete agreement that this contract may be cancelled by either party with a written notice of cancellation, with cancellation to be effective thirty days after receipt of such notice.

In addition, any future purchases from the City of Fayetteville, Arkansas Fire Department to E-ONE/LEECO would come complete with a Performance Bond as security for the faithful performance arising from such purchase orders.

As agreed upon this _____ day of _____, 2003, by the placement of appropriate personnel signatures below.

CITY OF FAYETTEVILLE, ARKANSAS _____
E-ONE, OCALA, FLORIDA _____
LEECO INC. DAMASCUS, ARKANSAS _____

LEECO, INC. FIRE EQUIPMENT SALES
EXCEPTIONS TO SPECIFICATIONS
FOR THE CITY OF FAYETTEVILLE FIRE DEPARTMENT

Clarifications to Specifications

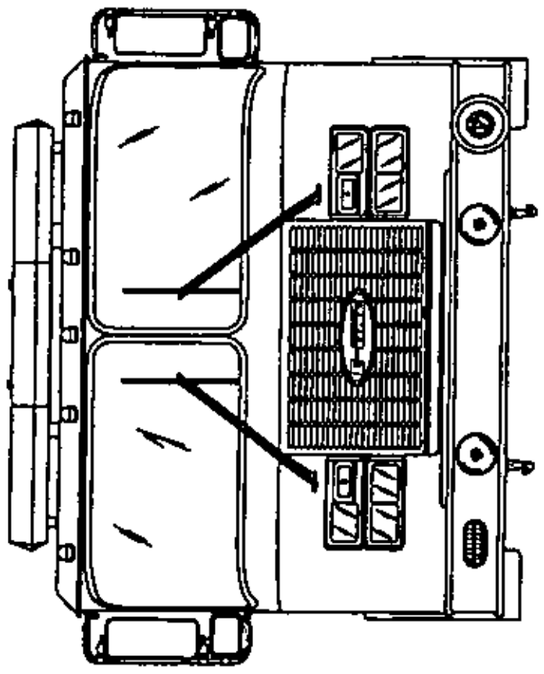
Page 92 & Page 211

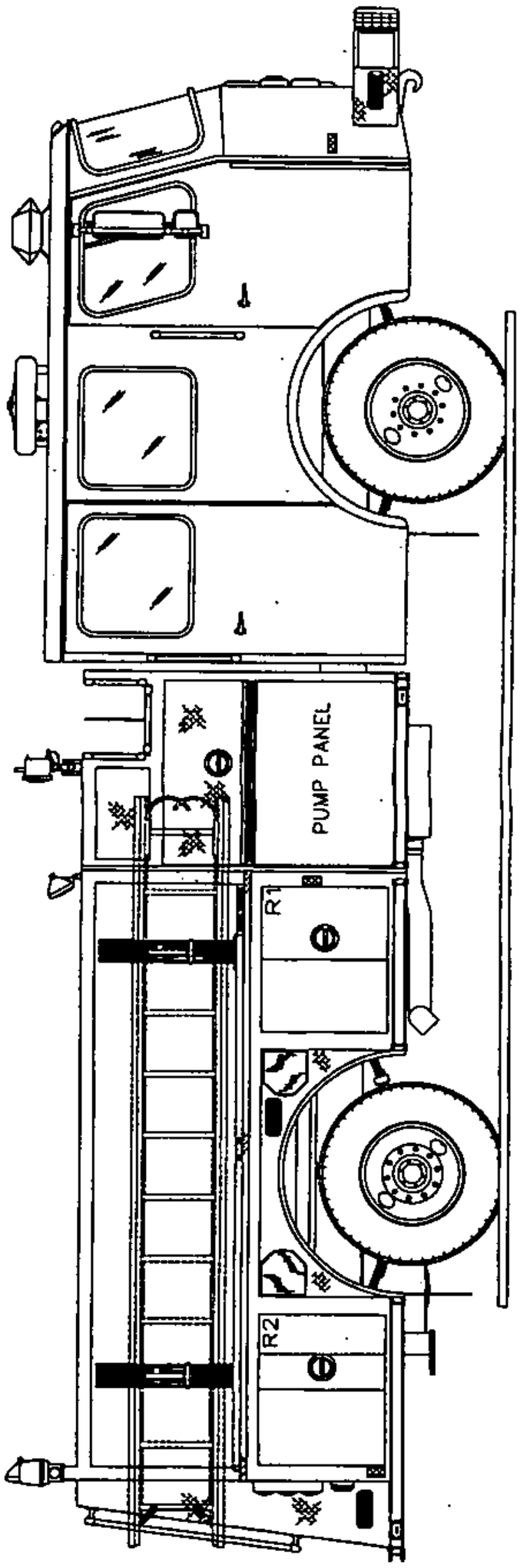
We are proposing the Whelen Tail Lights in the 600 Series which is an UPGRADE in place of the 64 Series that you have requested.

Exceptions to Specifications

Page 140 & 142

We are proposing the Front Axle to be 18,000 lbs and the Rear Axle to be 24,000 lbs in place of the 20,000 front and 28,000 rear that you had specified. Emergency One feels that to go with the 20,000 front and 28,000 rear that you are using too heavy of Axles for what the Truck requires. The E-One Engineers say that the higher front axle would "beat you to death on the Road" and make traveling a rough experience. They said that the higher rear axle would cause cracks in the well area.





8-4-02 TCB
BID.02322
SHEET 2 OF 2

E-ONE

FAYETTEVILLE

FAYETTEVILLE, AR

BID.02322

C034 CUSTOM PUMPER
H204 CYCLONE II CHASSIS

FAYETTEVILLE

FAYETTEVILLE, AR

BID.02322

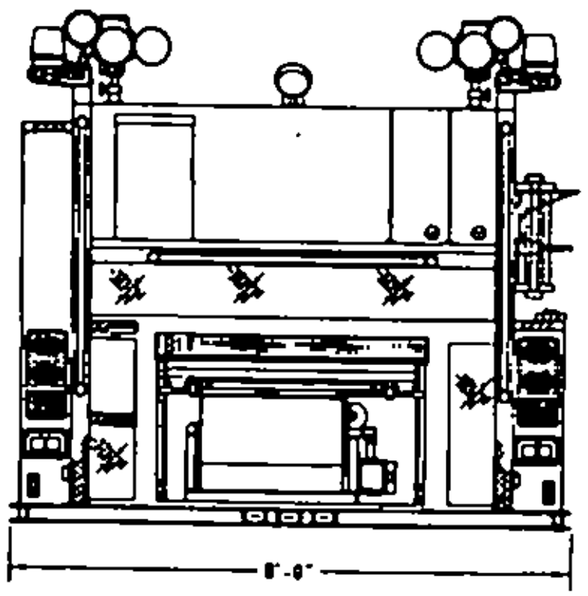
C034 CUSTOM PUMPER

H204 CYCLONE II CHASSIS

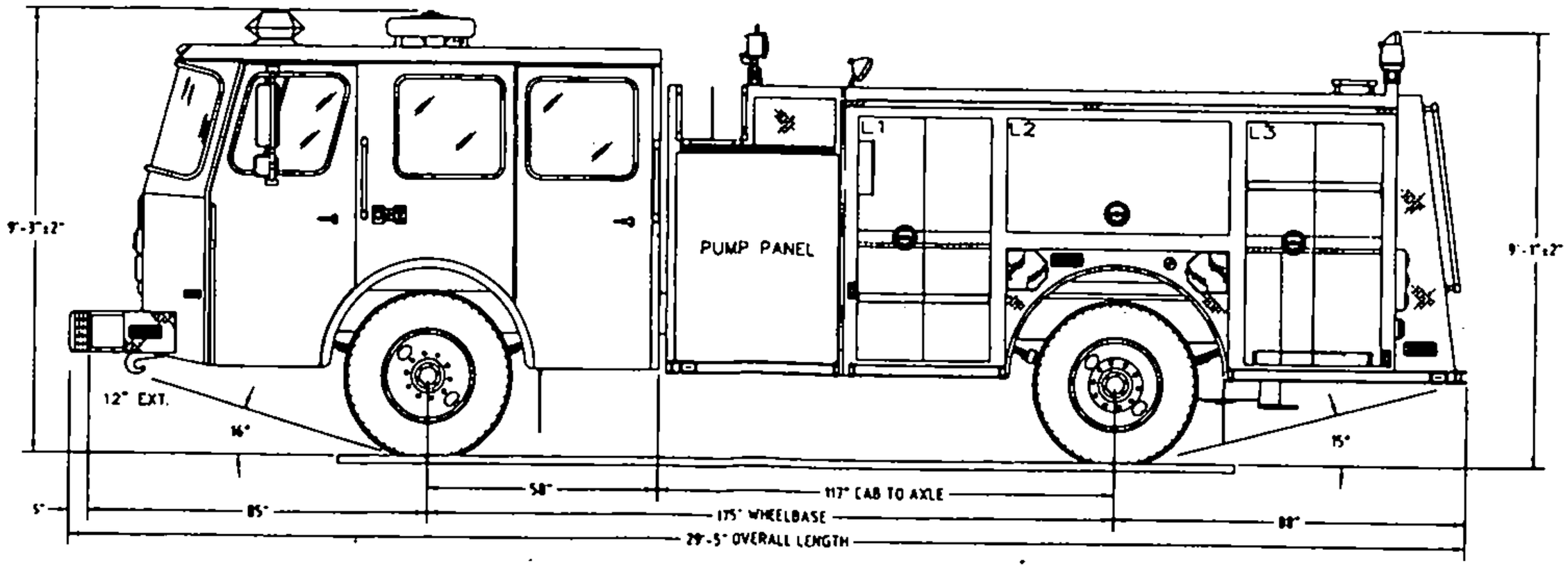
1500 GPM HALE QMAX PUMP 500 GALLON WATER TANK			HOSE LOAD: 1000' OF 4.00" NDR 500' OF 2.50" NDR 500' OF 1.75" NDR		
COMPT.	OPENING		INTERIOR DIMENSION		
L1	34W	60H	34W 28H 16D UPPER 34W 28H 24D LOWER		
R1	34W	28H	34W	28H	24D
L2	56W	28H	56W	28H	10D
R2	34W	28H	34W	28H	24D
L3	34W	60H	34W 28H 16D UPPER 34W 28H 24D LOWER		
B1	44W	28H	46W	20H	24D

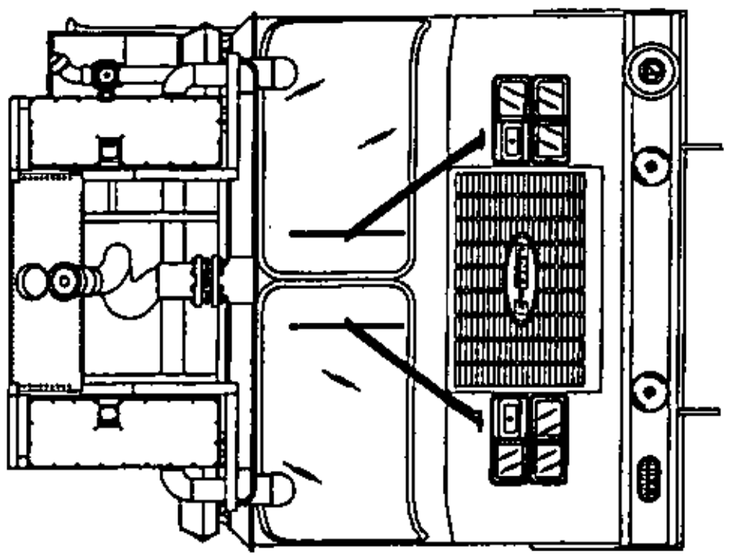
THIS DRAWING IS FOR REFERENCE PURPOSES. ALL DIMENSIONS ARE SUBJECT TO MINOR VARIATIONS DUE TO MANUFACTURING PROCESSES.

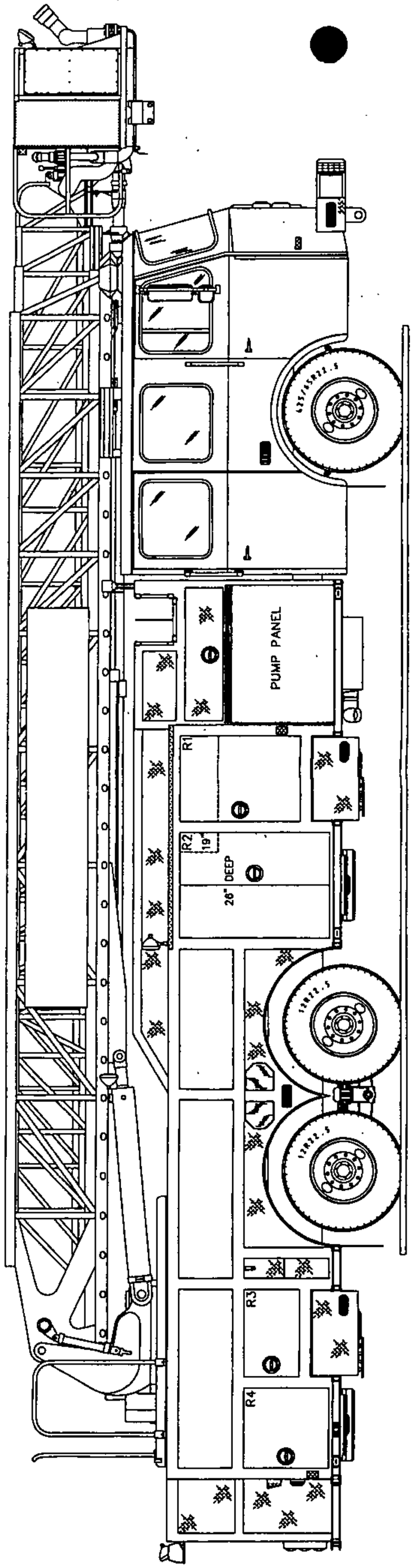
This print is the property of Emergency One, Inc. and is loaned to you subject to return on demand, unless otherwise agreed to in writing by Emergency One, Inc. Its contents are confidential and must not be copied or submitted to third parties for use or examination.



HOSEBED HEIGHT: (FOR REFERENCE ONLY)	
TO TAILBOARD:	46"
TO GROUND:	70"







E-ONE

FAYETTEVILLE
FAYETTEVILLE, AR
BID.02323

LS98 AERIAL BODY
H712 CYCLONE II CHASSIS
L398 95' PLATFORM

FAYETTEVILLE

FAYETTEVILLE, AR

BID.02323

LS98 AERIAL BODY
H712 CYCLONE II CHASSIS
L398 95' PLATFORM
245" WHEEL BASE
300 GALLON WATER TANK
1500 G.P.M. HALE QMAX PUMP
ALL ALUMINUM CONSTRUCTION

COMPT.	OPENING		INTERIOR DIMENSION		
L1/R1	31W	42H	31W	13H	18D UPPER
			31W	28H	14D LOWER
L2/R2	38W	53H	38W	53H	NOTED
L3	50W	19H	50W	19H	26D
L4	63W	19H	63W	19H	NOTED
L5	31W	42H	31W	13H	18D UPPER
			31W	28H	14D LOWER
L6	28W	53H	28W	13H	18D UPPER
			28W	40H	23D LOWER
R3	31W	19H	31W	19H	14D
R4	28W	30H	28W	30H	23D

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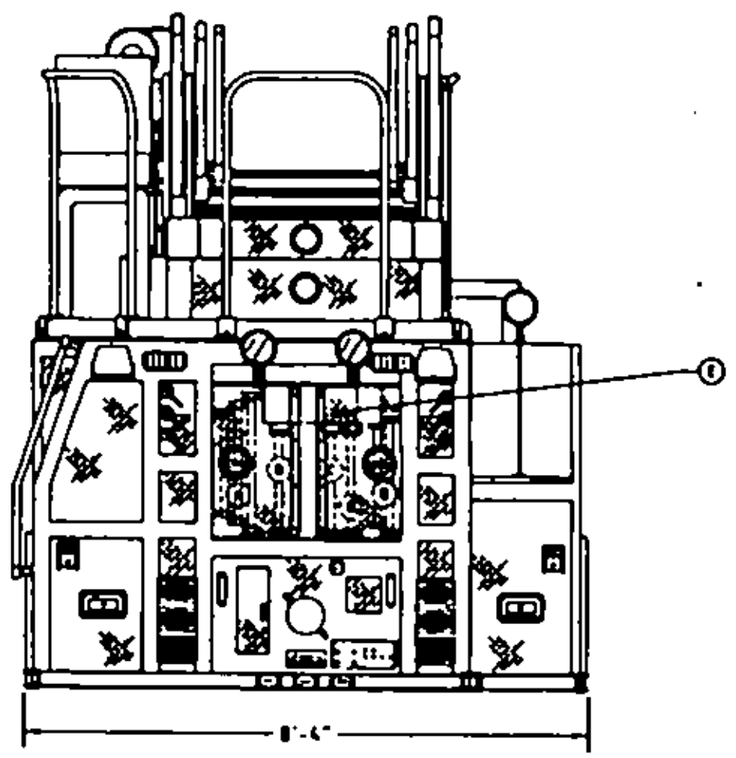
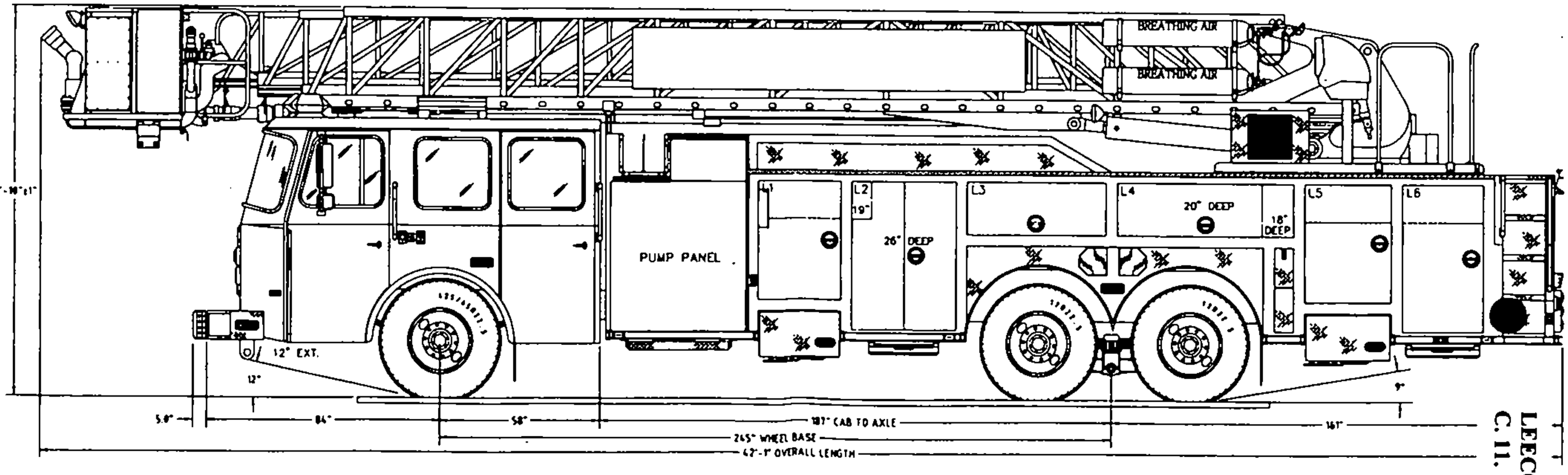
GROUND LADDERS

ITEM	LADDER LENGTH	MODEL NUMBER	QTY
A	35' 3-SECT.	PEL3-35	1
B	24' 2-SECT.	PEL-24	1
C	16' ROOF	PRL-16	2
D	14' ROOF	PRL-14	1
E	10' FOLDING	FL-10	1





STAFF REVIEW FORM

Emergency One Fire Apparatus
C. 12. Page 1

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council Meeting of: April 15, 2003

FROM:

Chris Bosch	Fire Operations	Fire Department
Name	Division	Department

ACTION REQUIRED: A ~~Resolution~~ Ordinance granting the Fire Department permission to enter into a fifteen (15) year purchasing agreement with Emergency One Fire Apparatus and Leeco Fire Equipment Inc. This agreement will provide the Fire Department with the ability to maintain and up-to-date apparatus fleet by ensuring a long term working relationship with a specific apparatus vendor.

COST TO CITY:

	$ -	
Cost of this request		Program Category / Project Name
	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: N/A Budgeted Item ____ Budget Adjustment Attached

Budget Manager — 3.31.03 Date

CONTRACT/GRANT/LEASE REVIEW: Staff recommends approval of this resolution.

Marsha Farthing — 4/1/03 Date — Internal Auditor — Date

D. G. Whitlock — 4/2/03 Date — Purchasing Manager — Date

City Attorney

STAFF RECOMMENDATION:

Division Head — Date

C. B. — 3/28/03 Date

Department Director

Stephen Davis — 4-2-03 Date

Finance & Internal Services Dir.

Hugh Ernest — 4-2-03 Date

Chief Administrative Officer

Dan Coody — 4/2/03 Date

Mayor

Cross Reference

New Item: (Yes) No

Previous Ord/Res#: ____

Orig. Contract Date ____

Orig. Contract Number ____

Staff Review Form - Page 2

Description Fire Apparatus Purchase Plan Meeting Date April 15, 2003

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

From the Desk of the Fire Chief

Fayetteville Fire Dept
303 W. Center St.
Fayetteville, AR. 73701
(479) 575-8365

Memo

To: Fayetteville City Council

From: Chris Bosch, Fire Chief CB

CC: Dan Coody, Mayor,
Hugh Earnest, Chief Administrative Officer
Steve Davis, Internal Services Director

Date: March 31, 2003

Re: Fire Apparatus Long Term Purchase Plan

Attached you will find a report on the Fire Department's proposal for establishing a 15-year purchasing strategy to replace the current fleet of fire apparatus. This proposal identifies the Fire Department's current situation, the status of the existing apparatus fleet, the establishment of an ongoing maintenance program and the benefits of this type of program.

My Staff and I believe this type of purchasing commitment will allow the Fire Department to improve the quality of service we deliver as identified in the Council's Guiding Principles 4) Financially Sustainable City Government Providing Top Quality, Responsive Service and 10) Reputation as a "Safe Community".

Further I believe this program will allow the Fire Department to begin the process of proactively addressing the short, medium and long-term needs of the agency related to apparatus and equipment.

I recommend approval of a resolution providing the Fire Department with the authority to proceed with this purchase plan. If you would like any additional information regarding this program proposal I will be happy to meet with you at your convenience.

Fire Apparatus Purchase Plan

Background

As you know, for several months the Fayetteville Fire Department has been working on the development of a long-term purchasing strategy for fire apparatus. This program will allow the Department to work with a single source vendor who will assist with the design, construction and delivery of replacement and expansion fire units and assist the Department in providing efficient and effective emergency service delivery.

Insurance Service Office, Public Protection Class

The Insurance Service Office (ISO) performs regular assessments of a municipality's ability to provide fire protection. During this process ISO looks at three primary factors when determining the city's Public Protection Classification (PPC). These three criteria include the municipality's ability to handle incoming emergency calls through its dispatching center, the community's water delivery system and the community's ability to actively and effectively deploy emergency fire protection to its citizens. Cities are eligible for an ISO PPC rating in range between 9, which is the highest rating available and 1 the lowest rating available. These ratings are then used by insurance companies, as a factor in determining the premium rate for homeowners insurance within the specific PPC. The application of PPC's varies between insurance companies; however, this classification serves as a baseline. In essence, the lower the rating the lower the homeowner's insurance premium.

Under the fire deployment aspect of this assessment process ISO uses four (4) basic sub-categories for determining the Department's deployment capability. These four criteria are the placement of existing fire stations and their ability to provide adequate coverage in their respective service area; the department's minimum staffing levels, which includes the consistent number of fire fighters assigned to each emergency response unit; the number of fire apparatus available for emergency response throughout the city at a given time; and the availability of reserve apparatus in the event a first-line unit is out of service for mechanical reasons. These four criteria are combined, in conjunction with the two additional primary criteria to determine the City's overall ISO rating.

Current Situation

Currently the City of Fayetteville's ISO PPC rating is set at Class 4, which is a mid-range rating for a city the size of Fayetteville. This rating was originally established in 1983 when the Fire Department aggressively undertook the initiative to improve the rating class. From 1983 through 1999 several discussions have been held regarding strategies which would allow the organization to improve this rating. During this time frame several attempts were also made to make this transition; however, due to factors such as the lack of reserve fire apparatus, minimal staffing levels and the placement of existing fire stations, the Department was unsuccessful in its undertakings.

In 1999 ISO inspectors returned to Fayetteville to conduct an assessment. As a result of this process the City was able to maintain its Class 4 rating. During this assessment process, ISO representatives expressed concern over the limited number of reserve fire apparatus and necessary equipment to effectively meet the requirements of a Class 3 rating. According to

discussions held with ISO representatives the Fayetteville Fire Department had numerous specialized tools and pieces of equipment; however, the Department lacked a complete compliment of the basic tools and apparatus required to attain a Class 3 rating. Further ISO representatives recommended that the Department review, and update, its routine maintenance program and record keeping procedures for fire apparatus and equipment. At the time of inspection information on apparatus maintenance and repairs was unavailable. ISO representatives recommended the Department establish up to date maintenance file for the existing fleet, in conjunction with a routine preventative maintenance program, which at the time would have assisted in improving the Departments overall Class rating.

Current Fleet Demographics

The Fayetteville Fire Department's current apparatus fleet has an average age of seven (7) years. Over the past two years the Department has experienced numerous days in which at least one apparatus has been out of service for emergency repairs or service. When and apparatus is out of service for repairs the normal procedure is to place the reserve unit in service to replace the vehicle being repaired. This practice allows the Department to maintain a consistent number of apparatus on the street at a given time.

Early in 2002 the Fire Department began assessing its current and future apparatus needs. As a result of this assessment process representatives from the Department determined that in order to maintain adequate coverage, keep an up to date fleet in service and utilize our current fiscal assets effectively we needed to establish an alternative method for developing specifications, purchasing and maintaining our apparatus fleet. When the process began we realized that our past practices for purchasing apparatus left us with a fleet which had lost over 75% of its initial purchase value. Further, we determined that past purchasing practices were vendor driven rather than need driven, and that, historically, the Department had made it a practice of accepting whatever product the vendor delivered regardless of the specifications. Often times this was due to the urgent need at the time of delivery, which was created by the absence of a regular replacement program.

After identifying these deficiencies Department representative immediately set out to develop a system that would rectify these situation and prevent them from reoccurring. Over the past twelve (12) months four (4) committees, consisting of Fire Department employees, have worked diligently to determine the actual apparatus and equipment needs for the agency. These groups have committed numerous hours to this process in an effort to develop a comprehensive set of apparatus specifications and also to lay the ground work for an effective procurement and replacement strategy.

This purchasing plan identifies the need for regular apparatus replacement on a five to seven year cycle by utilizing a "Life-Cycle Costing" strategy, which places all apparatus on a standard seven year depreciation cycle. The plan will also allow the Department to establish an ongoing replacement program for apparatus which will provide a comprehensive strategy for maintaining an up-to-date fleet of apparatus over the life of the program.

Fire Apparatus Purchase Plan

I have taken the liberty of listing five reasons why this purchase and replacement strategy is critical to the Fire Departments overall operations plan.

1. This purchasing strategy will allow the Fire Department to replace its existing compliment of fire trucks with a more standardized apparatus fleet. At this time the Department owns several different brands and types of apparatus, each with a different pump operating system, braking system and hydraulic system along with different engines, transmissions and electrical systems. This mixing-and-matching of fire apparatus creates a vast degree of difficulty for fire fighters because they have to learn how to operate numerous types of equipment and apparatus operating systems, resulting in confusion for the Fire Fighter working in an emergency operations environment. By standardizing the Fire Department's apparatus fleet, fire fighters will only require training on a single piece of equipment and they will be able to proficiently operate each apparatus in the Fire Department's fleet.

2. Over the past two years the Fire Department has experienced over four-hundred and five (405) days in which at least one piece of fire apparatus was out of service for emergency repairs. Often times, these lost days of service have required the closing of Fire Companies due to the lack of adequate reserve apparatus available for use while these units were being repaired. By purchasing a new apparatus fleet the Fire Department, and the citizens of Fayetteville will be certain that a fire apparatus will be available at all times to provide emergency response service and that the Department will have enough reserve units to cover for front line apparatus during routine maintenance and repairs.

3. This type of purchasing strategy will provide for regular and routine preventative maintenance for each piece of fire apparatus with the guarantee that each apparatus will be serviced by a manufacturer's mechanic who is certified to work on the specific make and model of apparatus purchased. Over the years the Department has provided maintenance on an emergency basis. This service program will also help to ensure the trade-in value for the Department, at the end of the purchase plan. Currently the Fire Department's apparatus fleet has an overall value of $480,000 which is approximately 10% of the replacement cost for these pieces of equipment. By properly maintaining the apparatus fleet the Department will receive an increased return when trading these units in. This maintenance program, which is a critical part of this purchase plan will also provide for bumper to bumper coverage by including both parts and labor for everything from belts, hoses, tires and batteries to light bulbs and windshield wipers as well as any major apparatus components.

4. This purchase program also includes the cost of annual pump and ladder testing for each apparatus to ensure that all apparatus meet ISO and NFPA standards. Prior to 2003 the Fire Department had not been performing these tests due to budgetary constraints, so by including these requirements in the maintenance program the Fire Department will be able remain compliant with the testing standards while ensuring fire fighter and citizen safety. Further, these annual testing procedures are used as evaluation criteria during the Department's ISO PPC evaluations. When a Department maintains an effective preventative maintenance program ISO grants some additional credit to the agency.

Apparatus Bid Specifications

In February 2003 the Fire Department, with assistance from the Purchasing Division, sent out bid specifications to various vendors in an attempt to collect information on the actual cost and feasibility of this type of purchasing program. These bids were posted for approximately twenty-one 21 days. During this process the Fire Department asked each vendor to provide a pricing strategy for this type of apparatus purchase. As part of this posting the Department also identified that it intended to commit to a fifteen (15) year purchasing agreement

As a result of this process the Fire Department received only one response to our pricing request. This response came from Leeco Fire Equipment, Inc. who is the authorized Emergency One Fire Apparatus dealer for the States of Arkansas and Tennessee.

If you have any questions regarding this program I will be happy to provide additional information, at your convenience. Keep in mind the pricing included in this packet is only valid for 30 days so any discussion regarding this process or the Department's findings should be expedited. Again, my staff and I will be happy to meet with you at your convenience to further explain this information and to provide any additional detail on the bid specifications and the benefits of alternative purchasing programs.

City Council Equipment Committee

On Tuesday, March 25, 2003 the Fire Department presented the results of this bidding process to the City Council Equipment Committee. During this presentation the Fire Department provided a power point presentation explaining the importance of this program and how it will benefit the citizens, business owners and visitors of our community. During this presentation many questions were voiced regarding the feasibility of this program, the deployment of current resources and the need for expansion of the Department's current service delivery system.

This program will assist the Fire Department by allowing us to begin the process of rectifying numerous years of inefficient and ineffective specification development. This program will also help the Department in the planning process for future needs as well as the most effective method for deploying resources. Further it will provide the Department with the ability to establish a long-term relationship with a specific vendor who will be responsible for ensuring that all warranty work is performed efficiently and effectively.

Recommendation

Given the information listed in the preceding paragraphs Staff recommends that Council approve a resolution allowing the Fire Department to enter into a 15 year purchasing agreement with Emergency One Fire Apparatus, through their local vendor Leeco Fire Equipment, Inc.

FAYETTEVILLE FIRE DEPT.

2003-2018 Proposed Apparatus Replacement Plan

Apparatus Replacement Plan

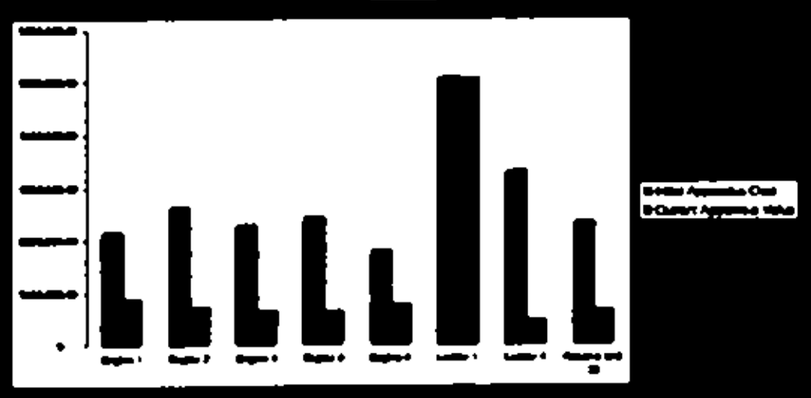
Current Needs

- Fleet Uniformity
  - Simplifies Training
- Single Component Source
  - Places burden of Warranty & Repairs on the Vendor
- Standardization of Equipment
  - Increase in efficiency
- Control of Maintenance Costs
  - New Equipment = Lower Maintenance Costs
- Plan for Equipment Replacement
  - Establishes a plan to maintain an up to date fleet of apparatus
- Reduction of Apparatus Downtime
  - Enhances Service Delivery

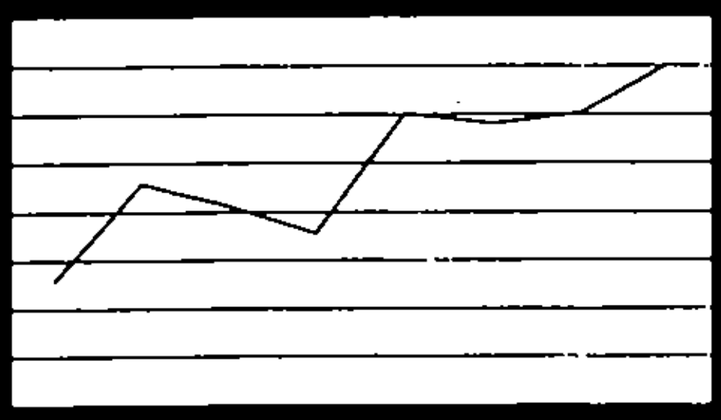
Apparatus Purchase Plan

- Immediate Purchase of Apparatus
  - 3 Pumpers and 1 Ladder Truck
- 15 year Plan for Apparatus Replacement and Expansion
- Life Cycle Costing
  - Consistent Price/Price control using the Consumer Pricing Index
- Proactive Preventative Maintenance Program

Current Fleet Value



Maintenance Cost

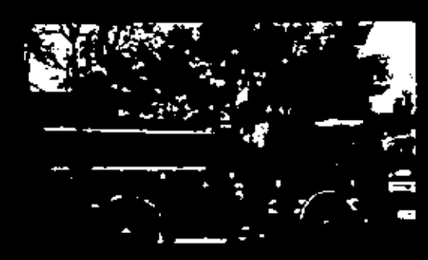


Current Apparatus

- Engine 1
- 2001 HME/Central States
- 330hp Cummins
- Out of Service days since delivery

Current Apparatus

- Engine 2
- 1998 KME
- 425hp Detroit
- Out of Service Days days since delivery



Current Apparatus

- Engine 4
- 1994 Pierce
- 400hp Detroit
- Out of Service Days days since delivery days in the last two years

Current Apparatus

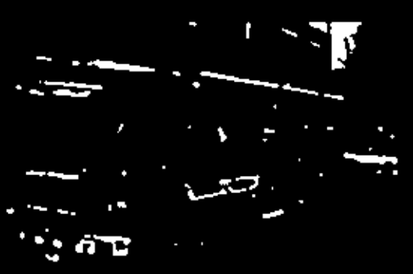
- Engine 5
- 1997 KME
- 400hp Detroit

- Out of Service Days
  days since delivery
- days in the last two years
- This unit serves as the Quint at Station 5

Current Apparatus

- Engine 6
- 2000 Freightliner/Ferrara
- 300hp Cummins

- Out of Service Days
  days since delivery



Current Apparatus

- Reserve Unit 26
- 1996 KME
- 400hp Detroit

- Out of Service Days
  days since delivery
- days in the last two years

Current Apparatus

- Ladder 4
- (Water Tower)
- 1992 Pierce 65' Squirt
- 400hp Detroit

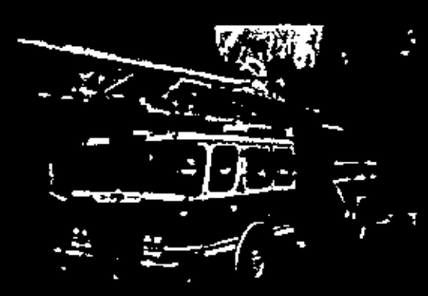
- Out of Service Days
  since delivery

  days in the last 2
  years

Current Apparatus

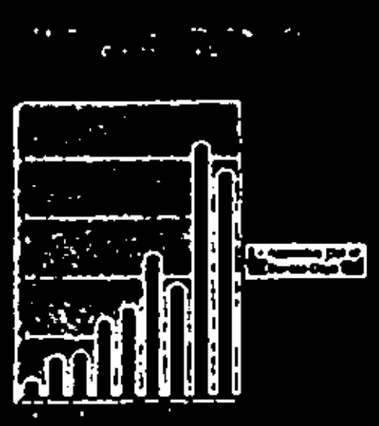
- Ladder 1
- 2002 Emergency One 75' Ladder
- 450hp Cummins

- This unit was purchased to replace Truck 1



Apparatus Downtime Increase

Apparatus Downtime



- Increase over the last two years = 405 days
- Multiple Apparatus out of service at the same time
- Major component repairs
- Fleet costs increasing

Average age of Fleet-7 years

- Average Front Line Service Life of 5-7 years

Lack of Standardized Components

- Current fleet composed of apparatus from 5 different manufacturers

Workload Increases

- Emergency Response volume has increased 72% over the last 9 years

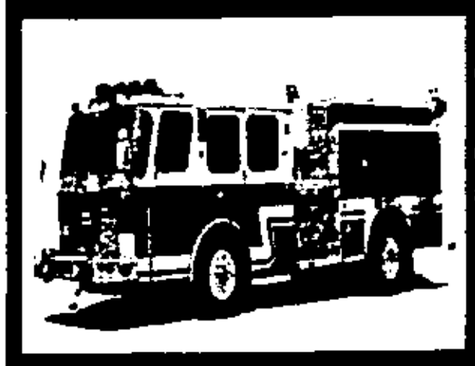
Current Apparatus Purchase Request

COST

BENEFITS

Purchase of Apparatus

Additional Benefits



- Increase the Availability of Reserve Apparatus
- Provide Fast Response
- Reduction in the Insurance Service Office's Fire Defense Rating for Fayetteville

Recommendation

Recommendation

- Approval of Current Apparatus and Equipment Request
- Implementation of the 15 Year Apparatus Standardization Program
- Ongoing Review and Reassessment of Needs

#9 NB

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN ARCHITECT CONTRACT WITH CROMWELL ARCHITECTS, ENGINEERS, INC. IN A NOT TO EXCEED AMOUNT OF $260,000.00 TO DESIGN, COMPLETE THE LARGE SCALE DEVELOPMENT PROCESS AND SUPERVISE CONSTRUCTION OF THE FAYETTEVILLE WATER AND WASTEWATER OPERATIONS CENTER

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 the contract attached as Exhibit A in which the City agrees to pay to Cromwell Architects, Engineers, Inc. not to exceed $260,000.00 for architectural services for the design and construction for the Fayetteville Water and Wastewater Operations Center.

PASSED and **APPROVED** this the 15th day of April, 2003.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

STAFF REVIEW FORM

Cromwell Architects
C. 13. Page 1

____ AGENDA REQUEST
x CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council Meeting of: April 15, 2003

FROM:

Greg Boettcher	Water & Wastewater	Water/Wastewater/Meter Operations
Name	Division	

ACTION REQUIRED: A resolution approving a contract with Cromwell Architects Engineers, Inc. in the amount of $237,490.00, a 9.5% contingency of $22,510.00 for a total budget authorization of $260,000.00. Contract addresses architectural design, ~~construction~~ and additonal services to construct Water and Wastewater Operations Center at South Industrial Park. construction

COST TO CITY:

$260,000.00	$ 2,051,013.00	Water & Wastewater Op's Center
Cost of this request		Program Category / Project Name
5400.5600.5314.00	$ 64,311.00	Water & Wastewater Operations
Account Number	Funds Used to Date	Program / Project Category Name
98076	$ 1,986,702.00	Water & Sewer
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: x Budgeted Item ____ Budget Adjustment Attached

Budget Manager — Date: 4-1-03

CONTRACT/GRANT/LEASE REVIEW:

Marsha Faulkner — Accounting Manager — Date: 4/1/03

Internal Auditor — Date: ____ — DO NOT SIGN HERE - will review before final signature

City Attorney — Date: ____

Jackie Lobb - will review before final signature — Purchasing Manager — Date: ____

STAFF RECOMMENDATION:

Greg Boettcher — Division Head — Date: 4-1-03

Greg Boettcher — Department Director — Date: 4-1-03

Finance & Internal Services Dir. — Date: 4-1-03

Chief Administrative Officer — Date: 4-1-03

Mayor — Date: 4/7/03

Cross Reference

New Item: (Yes) No

Previous Ord/Res#: ____

Orig. Contract Date: ____

Orig. Contract Number: ____

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

WATER AND WASTEWATER DIVISION

DEPARTMENTAL CORRESPONDENCE

TO: **FAYETTEVILLE CITY COUNCIL**

THRU: Dan Coody, Mayor of Fayetteville
Hugh Earnest

FROM: Greg Boettcher, P.E.
Water & Wastewater Director

DATE: April 1, 2003

RE: **Water and Wastewater Operations Center**
Architectural Services Contract
Cromwell Architects Engineers, Inc.

BACKGROUND

During fiscal year 2002 the Fayetteville Water and Sewer Committee was given a report on the new Water and Wastewater Operations Center, noting the need for the prompt completion of this 1998 capital improvement project. Project delays are attributed to a multitude of factors, including changes in project direction, shifting work priorities, erratic project flow and mounting budgetary concerns. These conditions impeded decision making and thwarted progress. Members of the Water and Sewer Committee were informed that this project was a top priority for the coming fiscal year with the necessary actions to be brought forth to City Council for consideration.

DISCUSSION

Using a critical analysis of this capital improvement project the entire project basis was re-evaluated. This analysis confirmed the justifications for the planned construction, as the present condition of the buildings and site render them unsuitable for municipal operations. A steering committee was formed to evaluate site needs, site options and to define a project location. A site ranking determined a 61-acre tract in the South Industrial Park to be the preferred location. Such decision included consideration of logistics, abutting land uses, infrastructure adequacy, long-term needs, and accessibility.

Key actions to initiate this strategic plan include:

- Water and Wastewater Fund to acquire interests in the 61-acre tract to allow obligation by utility enterprise

- Architectural services agreement to be negotiated for design and construction phase services associated with the Project
- Supplemental budget appropriations to be planned to fully fund the construction of the new Water and Wastewater Operations Center once cost predictions are available
- Project implementations plan to consider approaches that minimize completion times due to the urgency of the need

RECOMMENDATIONS

The construction of the Water and Wastewater Operations Center is aligned with the Guiding Principles for Fayetteville Vision 2020, as listed below:

- Well-Maintained City Infrastructure and Facilities

To provide a proper facility for the City of Fayetteville's Water and Wastewater Operations, it is recommended that the Fayetteville City Council approve a professional services contract with Cromwell Architects Engineers, Inc. in the amount of $237,490.00 and a budget contingency in the amount of $22,590.00. The use of the Architect of Record for this project provides advantages of familiarity, economy, and expediency.

1997 Edition - Electronic Format

AIA Document B141 - 1997

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

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TABLE OF ARTICLES

1.1 INITIAL INFORMATION

1.2 RESPONSIBILITIES OF THE PARTIES

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1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.5 COMPENSATION

AGREEMENT made as of the 15th day of April in the year Two Thousand and Three
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the ~~Owner~~ City:
(Name, address and other information)
City of Fayetteville Arkansas
City Administration Building
113 West Mountain Street
Fayetteville, AR 72701

and the Architect:
(Name, address and other information)
Cromwell Architects Engineers, Inc.
7 North Block Street
Fayetteville, AR 72701

For the following Project:
(Include detailed description of Project)

The design of a new New Operations Center building to be located at the South Industrial Park, Fayetteville, Arkansas. Architect Engineer Project No. 2003-035.

The Owner and Architect agree as follows.

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ARTICLE 1.1 INITIAL INFORMATION

1.1.1 This Agreement is based on the following information and assumptions.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

To be determined by mutual agreement.

1.1.2 PROJECT PARAMETERS

1.1.2.1 The objective or use is:
(Identify or describe, if appropriate, proposed use or goals.)

Construct a new Water and Wastewater Operations Center.

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1.1.2.2 The physical parameters are:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)
N/A

1.1.2.3 The ~~Owner's~~City's Program is:
(Identify documentation or state the manner in which the program will be developed.)

The program was developed from interviews conducted by the Architect under a previous agreement.

1.1.2.4 The legal parameters are:
(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

N/A

1.1.2.5 The financial parameters are as follows.

.1 Amount of the ~~Owner's~~City's overall budget for the Project, including the Architect's compensation, is: Three Million Two Hundred Thousand and No/100 Dollars($3,200,000.00).

.2 Amount of the ~~Owner's~~City's budget for the Cost of the Work, excluding the Architect's compensation, is: Two Million Eight Hundred Ninety Five Thousand and No/100 Dollars($2,895,000.00).

1.1.2.6 The time parameters are:
(Identify, if appropriate, milestone dates, durations or fast track scheduling.)
N/A

1.1.2.7 The proposed procurement or delivery method for the Project is:
(Identify method such as competitive bid, negotiated contract, or construction management.)
To be determined at a later date.

1.1.2.8 Other parameters are:
(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)
N/A

1.1.3 PROJECT TEAM

1.1.3.1 The ~~Owner's~~ City'sDesignated Representative is:
(List name, address and other information.)

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Water and Wastewater Director (Greg Boettcher, P.E.)

1.1.3.2 The persons or entities, in addition to the ~~Owner's~~ City's Designated Representative, who are required to review the Architect's submittals to the ~~Owner~~City are:
(List name, address and other information.)
Building Services Manager (Coy Hurd)

1.1.3.3 The ~~Owner's~~ City's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)
None

1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)
Thad R. Kelly III

1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)
None

1.1.4 Other important initial information is:
None

1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the ~~Owner~~City and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the ~~Owner~~City and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Paragraph 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

1.2.1 The ~~Owner~~City and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

1.2.2 ~~OWNER~~City

1.2.2.1 Unless otherwise provided under this Agreement, the ~~Owner~~City shall provide full information in a timely manner regarding requirements for and limitations on the Project. The ~~Owner~~City shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

1.2.2.2 The ~~Owner~~City shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The ~~Owner~~City shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

1.2.2.3 The ~~Owner's~~City's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the ~~Owner's~~City's behalf with respect to the Project. The ~~Owner~~City or the ~~Owner's~~City's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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1.2.2.4 The ~~Owner~~City shall furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

1.2.2.5 Unless otherwise provided in this Agreement, the ~~Owner~~City shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

1.2.2.6 The ~~Owner~~City shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the ~~Owner's~~City's needs and interests.

1.2.2.7 The ~~Owner~~City shall provide prompt written notice to the Architect if the ~~Owner~~City becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

1.2.3 ARCHITECT

1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the ~~Owner's~~Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the ~~Owner's~~City's review, for the performance of the ~~Owner's~~City's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the ~~Owner~~City shall not, except for reasonable cause, be exceeded by the Architect or ~~Owner~~City.

1.2.3.3 The Architect's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the ~~Owner~~City, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the ~~Owner~~City.

1.2.3.5 Except with the ~~Owner's~~City's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the ~~Owner~~City. The Architect shall provide prompt written

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notice to the ~~Owner~~City if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

1.3.1 COST OF THE WORK

1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the ~~Owner~~City of all elements of the Project designed or specified by the Architect.

1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the ~~Owner~~City and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the ~~Owner~~City.

1.3.2 INSTRUMENTS OF SERVICE

1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

1.3.2.2 Upon execution of this Agreement, the Architect grants to the ~~Owner~~City a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the ~~Owner~~City shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. ~~Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control.~~ If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the ~~Owner~~City to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

1.3.2.3 Except for the licenses granted in Subparagraph 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The ~~Owner~~City shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the ~~Owner~~City shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Subparagraph 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The ~~Owner~~City shall not use the Instruments of Service for future additions or alterations to this Project or for other

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projects, unless the ~~Owner~~City obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the ~~Owner's~~City's sole risk and without liability to the Architect and the Architect's consultants.

1.3.2.4 Prior to the Architect providing to the ~~Owner~~City any Instruments of Service in electronic form or the ~~Owner~~City providing to the Architect any electronic data for incorporation into the Instruments of Service, the ~~Owner~~City and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

1.3.3 CHANGE IN SERVICES

1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the ~~Owner~~City prior to providing such services. If the ~~Owner~~City deems that all or a part of such Change in Services is not required, the ~~Owner~~City shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Paragraph 1.5.2, and to any Reimbursable Expenses described in Subparagraph 1.3.9.2 and Paragraph 1.5.5.

1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

.1 change in the instructions or approvals given by the ~~Owner~~City that necessitate revisions in Instruments of Service;

.2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;

.3 decisions of the ~~Owner~~City not rendered in a timely manner;

.4 significant change in the Project including, but not limited to, size, quality, complexity, the ~~Owner's~~ City's schedule or budget, or procurement method;

.5 failure of performance on the part of the ~~Owner~~City or the ~~Owner's~~City's consultants or contractors;

.6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;

.7 change in the information contained in Article 1.1.

1.3.4 MEDIATION

1.3.4.1 ~~Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.~~

1.3.4.2 ~~The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request~~

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~~may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.~~

~~1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

1.3.5 ARBITRATION

~~1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 1.3.4.~~

~~1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.~~

~~1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.~~

~~1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

~~The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 1.3.8.~~

1.3.7 MISCELLANEOUS PROVISIONS

1.3.7.1 This Agreement shall be governed by the law of the ~~principal place of business of the Architect, unless otherwise provided in Paragraph 1.4.e~~ State of Arkansas and the jurisdiction for any legal action shall be Washington County, Arkansas.

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1.3.7.2 Terms in this Agreement shall have ~~the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement~~ their ordinary and customary meaning.

1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. ~~In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed~~ Any statute of limitation issue shall be governed by Arkansas Law.

1.3.7.4 ~~To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.~~

1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the ~~Owner~~City or Architect.

1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the ~~Owner's~~City's confidential or proprietary information if the ~~Owner~~City has previously advised the Architect in writing of the specific information considered by the ~~Owner~~City to be confidential or proprietary. The ~~Owner~~City shall provide professional credit for the Architect in the ~~Owner's~~City's promotional materials for the Project.

1.3.7.8 If the ~~Owner~~City requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

1.3.7.9 The ~~Owner~~City and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the ~~Owner~~City nor the Architect shall assign this Agreement without the written consent of the other, except that the ~~Owner~~City may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the ~~Owner's~~City's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

1.3.8 TERMINATION OR SUSPENSION

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1.3.8.1 If the ~~Owner~~City fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the ~~Owner~~City. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the ~~Owner~~City because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.2 If the Project is suspended by the ~~Owner~~City for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

1.3.8.5 This Agreement may be terminated by the ~~Owner~~City upon not less than seven days' written notice to the Architect for the ~~Owner's~~City's convenience and without cause.

1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Subparagraph 1.3.8.7.

1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

1.3.9 PAYMENTS TO THE ARCHITECT

1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

.1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;

.2 fees paid for securing approval of authorities having jurisdiction over the Project;

.3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;

.4 expense of overtime work requiring higher than regular rates if authorized in advance by the ~~Owner~~City;

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.5 renderings, models and mock-ups requested by the ~~Owner~~City;

.6 ~~expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;~~

.7 reimbursable expenses as designated in Paragraph 1.5.5;

.8 other similar direct Project-related expenditures.

1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the ~~Owner~~City or the Owner's City's authorized representative at mutually convenient times.

1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

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ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 *Enumeration of Parts of the Agreement.* This Agreement represents the entire and integrated agreement between the ~~Owner~~City and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both ~~Owner~~City and Architect. This Agreement comprises the documents listed below.

1.4.1.1 Standard Form of Agreement Between ~~Owner~~City and Architect, AIA Document B141-1997.

1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:
(List other documents, if any, delineating Architect's scope of services.)

N/A

1.4.1.3 Other documents as follows:
(List other documents, if any, forming part of the Agreement.)

N/A

1.4.2 *Special Terms and Conditions.* Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 1.5 COMPENSATION

1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

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Building:	8.5% times the construction cost	=	$246,100.00
	Programming & Functional Familiarity Credit =		- 50,000.00
	Lump Sump Contract Amount		$196,100.00

Basic Services for each phase shall total the following percentages of the total Basic Compensation payable:

Schematic Design Phase	Fifteen percent(15.0%)
Design Development Phase	Twenty percent(20.0%)
Construction Document Phase	Forty percent(40.0%)
Bidding or Negotiation Phase	Five percent(5.0%)
Construction Phase	Twenty percent(20.0%)

Estimated Reimbursable Expenses:

Construction Drawings	30 sets/Plans-Specifications	$7,590.00
Approval Fee		500.00
Record Drawings		2,500.00
Reproduction Costs		1,500.00
Topo Survey		22,300.00
Soils Testing		7,000.00

Changes, modifications or amendments in the scope, price, expenses or fees of this contract which could result in City expenditures above the budgetary authorization require prior City Council approval by resolution and budget adjustment. Changes within the budgetary authorization may be approved by the Mayor.

1.5.2 If the services of the Architect are changed as described in Subparagraph 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 1.5.2, in an equitable manner.
(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

To be negotiated based on nature of authorized change.

1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of one and 10/100 (1.10) times the amounts billed to the Architect for such services.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.9.2, and any other items included in Paragraph 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one (1.0) times the expenses incurred by the Architect, and the Architect's employees and consultants.

1.5.5 Other Reimbursable Expenses, if any, are as follows:

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None

1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

1.5.7 An initial payment of none Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the ~~Owner's~~ City's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

1.5.8 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

1.5.9 If the services covered by this Agreement have not been completed within twenty four (24) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 1.5.2.

This Agreement entered into as of the day and year first written above.

~~OWNER~~City of Fayetteville *(Signature)*
Dan Coody, Mayor

(Printed name and title)

Attest:
Sondra Smith, City Clerk

ARCHITECT *(Signature)*
Charles J. Penix, President

(Printed name and title)

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1997 Edition - Electronic Format

AIA Document B141 - 1997

Standard Form of Architect's Services: Design and Contract Administration

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TABLE OF ARTICLES

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2.2 SUPPORTING SERVICES

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2.6 CONTRACT ADMINISTRATION SERVICES

2.7 FACILITY OPERATION SERVICES

2.8 SCHEDULE OF SERVICES

2.9 MODIFICATIONS

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the ~~Owner~~City, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the ~~Owner~~City and the ~~Owner~~City's's consultants.

2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the ~~Owner~~City, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

2.1.4 Upon request of the ~~Owner~~City, the Architect shall make a presentation to explain the design of the Project to representatives of the ~~Owner~~City.

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2.1.5 The Architect shall submit design documents to the ~~Owner~~City at intervals appropriate to the design process for purposes of evaluation and approval by the ~~Owner~~City. The Architect shall be entitled to rely on approvals received from the ~~Owner~~City in the further development of the design.

2.1.6 The Architect shall assist the ~~Owner~~City in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the ~~Owner~~City of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the ~~Owner's~~City's budget, the Architect shall make appropriate recommendations to the ~~Owner~~City to adjust the Project's size, quality or budget, and the ~~Owner~~City shall cooperate with the Architect in making such adjustments.

2.1.7.2 Evaluations of the ~~Owner's~~City's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the ~~Owner~~City has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the ~~Owner's~~City's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

2.1.7.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the ~~Owner's~~City's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the ~~Owner~~City and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

2.1.7.4 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the ~~Owner~~City, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the ~~Owner~~City shall:

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Subparagraph 1.3.8.5; or
.4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

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2.1.7.6 If the ~~Owner~~City chooses to proceed under Clause 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Paragraph 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

ARTICLE 2.2 SUPPORTING SERVICES

2.2.1 Unless specifically designated in Paragraph 2.8.3, the services in this Article 2.2 shall be provided by the ~~Owner~~City or the ~~Owner's~~City's consultants and contractors.

2.2.1.1 The Owner shall furnish a program setting forth the ~~Owner's~~City's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

2.2.1.2 The ~~Owner~~City shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

2.2.1.3 The ~~Owner~~City shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the ~~Owner~~City under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the ~~Owner~~City of any other information or consultant services that may be reasonably needed for the Project.

2.3.2 The Architect shall provide a preliminary evaluation of the ~~Owner's~~City's site for the Project based on the information provided by the ~~Owner~~City of site conditions, and the ~~Owner's~~City's program, schedule and budget for the Cost of the Work.

2.3.3 The Architect shall review the ~~Owner's~~City's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

ARTICLE 2.4 DESIGN SERVICES

2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering services.

2.4.2 SCHEMATIC DESIGN DOCUMENTS

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2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

2.4.3 DESIGN DEVELOPMENT DOCUMENTS

2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

2.4.4 CONSTRUCTION DOCUMENTS

2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

2.4.4.2 During the development of the Construction Documents, the Architect shall assist the ~~Owner~~City in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the ~~Owner~~City and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

2.5.1 The Architect shall assist the ~~Owner~~City in obtaining either competitive bids or negotiated proposals and shall assist the ~~Owner~~City in awarding and preparing contracts for construction.

2.5.2 The Architect shall assist the ~~Owner~~City in establishing a list of prospective bidders or contractors.

2.5.3 The Architect shall assist the ~~Owner~~City in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the ~~Owner~~City, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

2.5.4 COMPETITIVE BIDDING

2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

2.5.4.2 If requested by the ~~Owner~~City, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The ~~Owner~~City shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

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2.5.4.3 If requested by the ~~Owner~~City, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

2.5.4.5 The Architect shall participate in or, at the ~~Owner's~~City's direction, shall organize and conduct a pre-bid conference for prospective bidders.

2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

2.5.4.7 The Architect shall participate in or, at the ~~Owner's~~City's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the ~~Owner~~City.

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2.5.5 NEGOTIATED PROPOSALS

2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

2.5.5.2 If requested by the ~~Owner~~City, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The ~~Owner~~City shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

2.5.5.3 If requested by the ~~Owner~~City, the Architect shall organize and participate in selection interviews with prospective contractors.

2.5.5.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

2.5.5.5 If requested by the ~~Owner~~City, the Architect shall assist the ~~Owner~~City during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the ~~Owner~~City.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

2.6.1 GENERAL ADMINISTRATION

2.6.1.1 The Architect shall provide administration of the Contract between the ~~Owner~~City and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.1.2 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the ~~Owner~~City of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Paragraph 2.8.2 when

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Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.

2.6.1.3 The Architect shall be a representative of and shall advise and consult with the ~~Owner~~City during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the ~~Owner~~City only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the ~~Owner~~City and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's City's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

2.6.1.7 The Architect shall interpret and decide matters concerning performance of the ~~Owner~~City and Contractor under, and requirements of, the Contract Documents on written request of either the ~~Owner~~City or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.6.1.8 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both ~~Owner~~City and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

2.6.1.9 The Architect shall render initial decisions on claims, disputes or other matters in question between the ~~Owner~~City and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.2 EVALUATIONS OF THE WORK

2.6.2.1 The Architect, as a representative of the ~~Owner~~City, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the ~~Owner~~City and the Architect in Article 2.8, (1) to become generally familiar with and to keep the ~~Owner~~City informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the ~~Owner~~City against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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2.6.2.2 The Architect shall report to the ~~Owner~~City known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the ~~Owner~~City shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the ~~Owner~~City, based on the Architect's evaluation of the Work as provided in Paragraph 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the ~~Owner~~City to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

2.6.4 SUBMITTALS

2.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept

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expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the ~~Owner~~City, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.5 CHANGES IN THE WORK

2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the ~~Owner's~~City's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Paragraph 2.8.2.

2.6.5.2 The Architect shall review properly prepared, timely requests by the ~~Owner~~City or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the ~~Owner~~City that the requested change be denied.

2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the ~~Owner~~City, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the ~~Owner's~~City's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the ~~Owner's~~City's execution or negotiation with the Contractor.

2.6.5.4 The Architect shall maintain records relative to changes in the Work.

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2.6.6 PROJECT COMPLETION

2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the ~~Owner~~City, for the ~~Owner's~~City's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.6.2 The Architect's inspection shall be conducted with the ~~Owner's~~City's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the ~~Owner~~City about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

2.6.6.4 The Architect shall receive from the Contractor and forward to the ~~Owner~~City: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the ~~Owner~~City against liens.

ARTICLE 2.7 FACILITY OPERATION SERVICES

2.7.1 The Architect shall meet with the ~~Owner~~City or the ~~Owner's~~City's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

2.7.2 Upon request of the ~~Owner~~City, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the ~~Owner~~City and the ~~Owner's~~City's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the ~~Owner~~City.

ARTICLE 2.8 SCHEDULE OF SERVICES

2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

.1 up to Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.

.2 up to Thirty Six (36) visits to the site by the Architect over the duration of the Project during construction.

.3 up to Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

.4 up to Two (2) inspections for any portion of the Work to determine final completion.

2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

.1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other ~~Owner~~City-provided information,

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Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;

.4 providing consultation concerning replacement of Work resulting from fire or other cause during construction;

.5 evaluation of an extensive number of claims submitted by the ~~Owner's~~City's consultants, the Contractor or others in connection with the Work;

.6 evaluation of substitutions proposed by the ~~Owner's~~City's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;

.7 preparation of design and documentation for alternate bid or proposal requests proposed by the ~~Owner~~City; or

.8 Contract Administration Services provided 60 days after the date of Substantial Completion of the Work.

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2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description
.1	Programming	Architect	
.2	Land Survey Services	N/A	
.3	Geotechnical Services	N/A	
.4	Space Schematics/Flow Diagrams	Architect	
.5	Existing Facilities Surveys	N/A	
.6	Economic Feasibility Studies	Not Provided	
.7	Site Analysis and Selection	Architect	
.8	Environmental Studies and Reports	Not Provided	
.9	~~Owner~~City-Supplied Data Coordination	N/A	
.10	Schedule Development and Monitoring	Not Provided	
.11	Civil Design	Architect	
.12	Landscape Design	Architect	
.13	Interior Design	Additional Services	
.14	Special Bidding or Negotiation	City	
.15	Value Analysis	Not Provided	
.16	Detailed Cost Estimating	Not Provided	
.17	On-Site Project Representation	Not Provided	
.18	Construction Management	Not Provided	
.19	Start-up Assistance	Not Provided	
.20	Record Drawings	Architect	
.21	Post-Contract Evaluation	Not Provided	
.22	Tenant-Related Services	Not Provided	
.23			
.24			
.25			

Description of Services.
(Insert descriptions of the services designated.)

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ARTICLE 2.9 MODIFICATIONS

2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

2.9.2 Changes, modifications, or amendments in scope, price or fees to this contract must have prior written approval from the Mayor and the City Council.

2.9.3 Basic Services do not include infrastructure improvements off site and do not include the design or completion of improvements for public utilities, public utility extensions and/or utility work other than on site utility work normally associated with the construction of the building. Basic Services do not include environmental clean-up activities.

2.9.4 Freedom of Information Clause: City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the Architect will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act(A.C.A. 25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

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By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the ~~Owner~~City and Architect, AIA Document B141-1997, that was entered into by the parties as of the date: April 15, 2003

OWNERCity of Fayetteville *(Signature)*
Dan Coody, Mayor

(Printed name and title)

Attest:
Sondra Smith, City Clerk

ARCHITECT *(Signature)*
Charles J. Penix, President

(Printed name and title)

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CROMWELL
ARCHITECTS ENGINEERS

01 April 2003

Mr. Greg Boettcher, P.E.
City of Fayetteville
Water and Wastewater Director
113 West Mountain Street
Fayetteville, AR 72701

RE: Contract for Professional Services 2003-035
Water and Wastewater Operations Center

Dear Mr. Boettcher:

As a follow up to our contract I am providing you with the following schedule of tasks with time lines and milestones all based on a contract date of April 15, 2003 .

Task	Start date	End date
Survey	April 30, 2003	May 28, 2003
Review Program	April 30, 2003	June 11, 2003
Schematic Design	June 11, 2003	August 13, 2003
Large Scale Development	July 30, 2003	September 3, 2003
Design Development	August 13, 2003	September 29, 2003
Construction Documents	September 29, 2003	December 31, 2003
Bidding	January 1, 2004	January 22, 2003
Contract Award	January 29, 2004	February 24, 2004
Construction Administration	February 25, 2004	November 24, 2004
Furniture Install/Move-In	November 29, 2004	December 30, 2004.

This schedule is based on timely City approvals.

If you have any questions, please feel free to contact me.

Sincerely,
Cromwell Architects Engineers

Thad R. Kelly, AIA
Northwest Regional Office Director

TRK/rw

Cc: Charles Penix
J. Brent Thompson

City of Fayetteville, Arkansas
113 W. Mountain
Fayetteville, AR 72701

NEWS RELEASE

Contact Person: Mayor Coody
575-8330

I will be asking the City Council to add the following two items to the City Council Agenda at the City Council Meeting on April 15, 2003. Both of these grant applications were received after the agenda session on April 8, 2003.

Drug Law Enforcement Grant Program: A grant to be funded through the Edward Byrne Memorial State and Local Law Enforcement Assistance Program (Drug Law Enforcement Program). The application is to be received by April 30, 2003.

Juvenile Accountability Incentive Block Grant: A grant to be funded through the Office of Juvenile Justice and Delinquency Prevention for the development of programs that will promote greater accountability in the juvenile justice system. The application is to be received before April 18, 2003.

STATE OF ARKANSAS
Department of Finance and Administration

OFFICE OF INTERGOVERNMENTAL SERVICES
1515 West Seventh Street, Suite 417
Post Office Box 8031
Little Rock, Arkansas 72203-8031
Phone: (501) 682-1074
Fax: (501) 682-5206
http://www.state.ar.us/dfa

April 3, 2003

TO DRUG LAW ENFORCEMENT GRANT PROGRAM APPLICANTS

This is to notify you that the Arkansas Alcohol and Drug Abuse Coordinating Council through the Department of Finance and Administration, Office of Intergovernmental Services is accepting applications for grants to be funded through the Edward Byrne Memorial State and Local Law Enforcement Assistance Program (Drug Law Enforcement Program), as authorized by the Anti-Drug Abuse Act of 1994, as amended.

Attached is a summary description of this program. After reviewing this material, if you want to apply, contact the Office of Intergovernmental Services at (501) 682-1074 for a copy of the application packet or for an electronic copy e-mail your requests to james.graham@dfa.state.ar.us.

The standard grant period will be July 1, 2003 through June 30, 2004. Only complete the information that pertains to your agency.

In order to meet the time requirements for beginning the next grant year on schedule, **completed applications must be received no later than 4:30 P.M., Wednesday, April 30, 2003.**

Sincerely,

Ann Purvis
Administrator

AP:ep

Attachments

Arkansas Department of Human Services
Division of Youth Services

Donaghey Plaza South, 5th Floor
P.O. Box 1437, Slot S-501
Little Rock, Arkansas 72203-1437
Telephone (501) 682-8654 Fax (501) 682-1351 TDD (501) 682-1344

RECEIVED
APR 08 2003
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

March 28, 2003

Mayor Dan Coody
City of Fayetteville
1418 Rodgers Drive
Fayetteville AR 72701

Dear Mayor Coody:

It is with great pleasure that I notify you of your unit of local government's eligibility to receive a fourth year of funding through the Office of Juvenile Justice and Delinquency Prevention (OJJDP) Juvenile Accountability Incentive Block Grants (JAIBG) program. The Division of Youth Services will administer a total of **$2,271,700.00** in JAIBG funding for the development of programs that will promote greater accountability in the juvenile justice system. Your local unit of government is eligible to receive **$30,562.00**. I have enclosed a description of the 12 program purpose areas that can be supported using these funds.

JAIBG funding will be distributed using a formula that combines law enforcement expenditures for each unit of local government and the average annual number of violent crime arrests reported by the Uniform Crime Report, Part I for the three (3) most recent calendar years that data are available **1997 - 1999.** Your unit of local government is eligible to receive one of these awards. A table showing the eligible local units of government and the amount of allocation is included with this correspondence. DYS will administer programming to those units of local government that do not meet the $5,000 threshold.

The Division of Youth Services will require local units of government to submit documentation of an established Juvenile Crime Enforcement Coalition and a Coordinated Enforcement Plan for reducing juvenile crime in order to receive these funds.

Please return your JAIBG application to **Cheryl Moten, Juvenile Justice Specialist, DYS, P.O. Box 1437, Slot 503, Little Rock, AR 72203-1437 before April 18, 2003**.

C:\My Documents\2002 JAIBG announcement letters\jaibg announcement letter-original.doc

"The Department of Human Services is in compliance with Titles VI and VII of the Civil Rights Act."

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

Please distribute

DEPARTMENTAL CORRESPONDENCE

M E M O R A N D U M

TO: Dan Coody, Mayor DC,

FROM: Rick Hoyt, Chief of Police RHoyt

DATE: April 9, 2003

SUBJECT: Request to Add Two Items to April 15 Council Meeting

I am making a last-minute request to add two different grant requests to the April 15, 2003 meeting of the City Council. Both of these items were delivered by mail to the Police Department today and both items have unreasonable deadlines that preclude me from following the usual time line for adding items to the Agenda.

The first item is our Drug Law Enforcement Grant. This grant has been a yearly endeavor since 1988 and funds 75% of our drug task force. Our current drug grant is $ 406,793. We received the notice on April 9 to make the application and the completed application must be delivered to the State by April 30, 2003. The grant period will be from July 1, 2003 through June 30, 2004. The agenda request will contain more specific information on the dollar amounts for this grant.

The second item is a Juvenile Accountability Incentive Block Grant. This is money set aside for one of 12 program purposes and the amount granted is based upon local law enforcement expenditures and our local crime rate. Our notification of eligibility was received late on April 8. This particular application has to be submitted before April 18, 2003. The agenda request for this item will contain specific dollar amounts and how we propose to use this funding. The initial letter we have received indicates we are eligible for $ 30,562 in funding.

I'm sorry these two items are coming to you and the Council in this fashion, but we are at the mercy of the Federal Government's rules and deadlines.

NB#10

STAFF REVIEW FORM - FINANCIAL OBLIGATION

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council Meeting of: April 15, 2003

FROM:

Rick Hoyt	Police	Police
Name	Division	Department

City Council authorize Mayor Coody to apply for a federal grant to support Fayetteville Police Department programs in Fayetteville Schools.

COST TO CITY:

$3,396.00	$ 81,312.00	Patrol Materials & Supplies
Cost of this request	Category/Project Budget	Program Category / Project Name
1010-2940-5201.00	$ 37,538.00	Patrol Materials & Supplies
Account Number	Funds Used to Date	Program / Project Category Name
	$ 43,774.00	General
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

Budget Manager — Date: 4-14-03

CONTRACT/GRANT/LEASE REVIEW:

Marsha Fautheree — Accounting Manager — Date: 4/15/03
Danny Smith — Internal Auditor — Date: 4/14/03
D. J. Whitaker — City Attorney — Date: 4/15/03
Purchasing Manager — Date:

STAFF RECOMMENDATION:

Division Head — Date:
Department Director — Date:
Finance & Internal Services Dir. — Date: 4-15-03
Chief Administrative Officer — Date: 4-15-03
Mayor — Date: 4/15/03

Received in Mayor's Office — Date:

Cross Reference:

Previous Ord/Res#:

Orig. Contract Date:

Orig. Contract Number:

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

Description Juvenile Accountability Incentive Block Grant Meeting Date April 15, 2003

Comments:

Budget Manager

Reference Comments:

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FAYETTEVILLE POLICE DEPARTMENT TO APPLY FOR AND ACCEPT A JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT IN THE AMOUNT OF THIRTY THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS ($30,562.00) TO FUND D.A.R.E AND D.A.R.E. PLUS PROGRAMMING; GANG RESISTANCE TRAINING; AND SOFTWARE AND TRAINING TO CONDUCT THREAT ASSESSMENTS FOR THE SCHOOL POPULATION.

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 authorizes the Fayetteville Police Department to apply for and accept a Juvenile Accountability Incentive Block Grant in the amount of Thirty Thousand Five Hundred Sixty-Two Dollars ($30,562.00) To Fund D.A.R.E and D.A.R.E. Plus programming; Gang Resistance Training; and software and training to conduct threat assessments for the school population.

PASSED and **APPROVED** this 15th day of April, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

DRAFT

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and Members of the City Council

FROM: Rick Hoyt, Chief of Police

DATE: April 11, 2003

SUBJECT: Acceptance of the Juvenile Accountability Incentive Block Grant

Background

The City of Fayetteville has participated in the Juvenile Accountability Block Grant Program for the past three years. These grants have provided 90% of the funding for the following juvenile crime prevention programs; one School Resource Officer in 2000; enhancement of the Drug Abuse Resistance Education (DARE) program by providing training and supplies; purchase equipment to help prevent underage drinking in 2001 and; 2002 child identification equipment and supplies to name a few. This grant allows us to train and equip officers with items that tend to get cut from budgets when our tax base will only support the essentials.

Current Status

The Fayetteville Police Department provides DARE to both 5th and 7th Grade students. The current grant application will continue to enhance our D.A.R.E. program by providing supplies and training for additional officers and enhance our community policing efforts in preventing underage drinking and drug use. Also, this grant will allow two additional officers to receive the Gang Resistance Education and Training Instructor Certification Program to train other members of the Police Department. This grant will provide supplies to begin an after school program using the DARE Plus program for 5th and 6th grade students. Finally, the grant will provide funds to purchase software and training to enhance our skills in conducting threat assessments for the school population.

This grant application relates to several of the Fayetteville Vision 2020 Guiding Principals. Financially Sustainable City Government as this is the fourth year the grant has funded up to ninety percent of the cost of the programs offered by the police department to the Fayetteville Schools. Due to the benefits the students gain from the programs teaching resistance to drug, alcohol and gang related activities, Fayetteville is a safer community and more specifically this grant provides a safer environment for our students and teachers at elementary and middle school locations.

Recommendation

It is recommended City Council approve for the Mayor's signature the application for the JAIBG in the amount of $30,562.00. The 2003 adopted budget includes the $3,396 in the Crime Prevention account, which will be used as matching funds for this grant.

OMB Approval No. 0348-0043

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED	Applicant Identifier
March 28, 2003	
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

1. TYPE OF SUBMISSION:

Application ☐ Construction ☒ Non-Construction

Preapplication ☐ Construction ☐ Non-Construction

5. APPLICANT INFORMATION

Legal Name: City of Fayetteville

Organizational Unit: Police Department

Address *(give city, county, State, and zip code)*:
113 W. Mountain St.
Fayetteville, AR 72701

Name and telephone number of person to be contacted on matters involving this application *(give area code)*
Judy Cohea (479)587-3581

6. EMPLOYER IDENTIFICATION NUMBER *(EIN)*:
71-6018462

7. TYPE OF APPLICANT: *(enter appropriate letter in box)* C

A. State — H. Independent School Dist.
B. County — I. State Controlled Institution of Higher Learning
C. Municipal — J. Private University
D. Township — K. Indian Tribe
E. Interstate — L. Individual
F. Intermunicipal — M. Profit Organization
G. Special District — N. Other (Specify) _____

8. TYPE OF APPLICATION:

☒ New ☐ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es) ☐ ☐

A. Increase Award B. Decrease Award C. Increase Duration
D. Decrease Duration Other*(specify)*:

9. NAME OF FEDERAL AGENCY:
U.S. Dept of Health and Human Services

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

TITLE:

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.)*:
City of Fayetteville School District

13. PROPOSED PROJECT
JAIBG

Start Date	Ending Date
6/1/03	6/30/04

14. CONGRESSIONAL DISTRICTS OF:
Third Congressional District

a. Applicant: City of Fayetteville

b. Project: JAIBG

15. ESTIMATED FUNDING:

a. Federal	$ 30,562 00
b. Applicant	$ 00
c. State	$ 00
d. Local	$ 3,396 00
e. Other	$ 00
f. Program Income	$ 00
g. TOTAL	$ 33,958 0 00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
DATE 4/16/03

b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372
☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes," attach an explanation. ☐ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Type Name of Authorized Representative	b. Title	c. Telephone Number
Dan Coody	Mayor	(479) 575-8330
d. Signature of Authorized Representative		e. Date Signed

Previous Edition Usable
Authorized for Local Reproduction

Standard Form 424 (Rev. 7-97)
Prescribed by OMB Circular A-102

2002 Juvenile Accountability Incentive Block Grant Program Application

1. Applicant City of Fayetteville

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

3. Phone Number (479)575-8330 FAX Number (479)575-8257

4. Project CFDA# 16.523

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

6. Judicial District(s) served: Fourth

7. Federal Employer Identification # 71-6018462

8. Counties served by this project: Washington

9. Program Purpose Areas:

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

10. Project Director: Captain Frank Johnson Phone #: (479)587-3510

11. Mailing Address: P.O. BOX 1988
Fayetteville, AR 72702

12. Financial Officer: Judy Cohea Phone #: (479)587-3581

13. Project Site City of Fayetteville

14. County (ies) or City (ies) Served: Fayetteville

15. Project Duration: Maximum 24 months — 21 months
Expected Start Date — 6-01-03
Expected Number of Persons to benefit from Project — 1,600

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

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

18. Amount Awarded $ 30,562

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

_____ Dan Coody
*Signature of Authorized Official — Typed name of Authorized Official

4/16/03 _____
Date Signed — Title of Authorized Official

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

FOR DYS USE ONLY

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

JAIBG WAIVER REQUEST FORM

City of Fayetteville

Name of County/City/Town

Captain Tracey Risley

Name of Project Director

P.O. BOX 1988

Mailing Address

Fayetteville, AR 72702

City/Town | State | Zip Code

(479) 587-3510 | (479) 587-3522

Telephone Number | FAX Number

30,562

Amount of Funds Received

For DYS Use Only

WAIVER

Local units of government must provide an assurance that, other than funds set aside for administration, not less than 45 percent is allocated for program purpose areas 3-9, and not less than 35 percent is allocated for program purpose areas 1, 2 and 10. This allocation is required ***unless*** the local unit of government certifies, in the space provided below, that the interest of public safety and juvenile crime control would be better served by expending its funds in a proportion other than the 45 and 35 percent minimums. This certification/waiver should provide information concerning the availability of alternative funding sources, existing structures, and the reasons for the alternative use. ***However, with or without this waiver, all funds must be expended for programs within the 12 authorized program purpose areas.*** (*Please use no more than the space available on this page for your explanation*)

The City of Fayetteville Police Department will utilize the funds provided by the JAIBG to support all of the authorized programs purpose area. The County and State provides services for the other purpose areas.

*Signature of Authorized Official

4/16/03

Date

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

JAIBG CASH MATCH REQUIREMENT FORM

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

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

Allowable Sources of Cash Match are:

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

By signing this form you are confirming you have read the above mentioned stipulation and have included the required Cash Match is included in your budget.

_____ 4/16/03

*Signature of Authorized Official — Date

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

ASSURANCES AND CERTIFICATION BY APPLICANT

Assurances

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

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

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

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

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

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

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

***Juvenile Justice* Program Assurances**

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

8. An annual audit for the fiscal period of the grant shall be conducted by a Certified Public Accountant in accordance with the generally accepted governmental audit standards. Sub-recipients under this agreement should comply with the guidelines of the relevant OMB audit circular in effect at the close of the fiscal year of the sub-recipient. State and local government sub-recipients should follow the guidelines of OMB Circular A-128 or its successor. Non-profit organizations and educational institutions should follow the guidelines of the provisions of OMB Circular A-133. Audit reports should be submitted within ~~120 Days~~ following the end of the subgrantee's fiscal year. One (1) original and two (2) copies of the audit report should be submitted to the following address: Assistant Director Office of Chief Counsel/Audit Section, Department of Human Services, Slot 900, P.O. Box1437, Little Rock, AR 72203-1437 * 180 days

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

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

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

* The City of Fayetteville contract with a certified public accountant requires audit to be completed and ready for distribution in 180 days.

Juvenile Justice Program Assurances

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

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

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

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

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

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

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

Typed Name_____ Typed Name Dan Coody

Date_____ Date 4/16/03

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name
City of Fayetteville

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ▶ Government ☐ Exempt from backup withholding

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

Requester's name and address (optional)

City, state, and ZIP code
Fayetteville, AR 72701

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
			-					

or

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

NB#11

STAFF REVIEW FORM - FINANCIAL OBLIGATION

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council Meeting of: April 15, 2003

FROM:

Rick Hoyt	Police	Drug Enforcement
Name	Division	Department

City Council authorize Mayor Coody to apply for a federal grant ot continue funding of the Fourth Judicial District Drug Task Force.

COST TO CITY:

Not to exceed $$69,886	$ 69,886.00	Transfer to Drug Enforcement
Cost of this request	Category/Project Budget	Program Category / Project Name
1010-2900-7602.93	$ -	Transfer to Drug Enforcement
Account Number	Funds Used to Date	Program / Project Category Name
	$ 69,886.00	Generl
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

Budget Manager — Date: 4-14-03

CONTRACT/GRANT/LEASE REVIEW:

Marsla Farthing — Accounting Manager — Date: 4/15/03
Nancy Smith — Internal Auditor — Date: 4/14/03
D. J. White — City Attorney — Date: 4/15/03
P Clice — Purchasing Manager — Date: 4/15/03

STAFF RECOMMENDATION: Adopt a resolution to execute drug grant application/documents.

Division Head — Date
Department Director — Date
Finance & Internal Services Dir. — Date: 4-15-03
Chief Administrative Officer — Date: 4-15-03
Mayor — Date: 4/15/03

Received in Mayor's Office — Date

Cross Reference:

Previous Ord/Res#:

Orig. Contract Date:

Orig. Contract Number:

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

Description Drug Enforcement Grant Application Meeting Date April 15, 2003

Comments: Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FAYETTEVILLE POLICE DEPARTMENT TO APPLY FOR AN EDWARD BYRNE STATE AND LOCAL LAW ENFORCEMENT ASSISTANCE AND FORMULA GRANT FROM THE U.S. DEPARTMENT OF JUSTICE TO ASSIST IN FUNDING THE FOURTH JUDICIAL DISTRICT DRUG TASK FORCE.

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

Section 1. That the City Council hereby authorizes the Fayetteville Police Department to apply for an Edward Byrne State and Local Law Enforcement Assistance and Formula Grant from the U.S. Department of Justice to assist in funding the Fourth Judicial District Drug Task Force.

PASSED and **APPROVED** this 15th day of April, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

DRAFT

FOURTH JUDICIAL DISTRICT DRUG TASK FORCE

P. O. Box 1988
Fayetteville, Arkansas 72702

TO: Mayor Coody and members of the Fayetteville City Council

FROM: Rick Hoyt, Chief of Police

DATE: April 10, 2003

SUBJECT: Application for the Drug Law Enforcement Grant

Background:

The Edward Byrne Memorial Grant has supported the Fourth Judicial District Drug Task Force since 1991. The City of Fayetteville Police Department has served as the lead agency and is responsible for grant submission and monitoring. This Task Force is comprised of Fayetteville, Springdale, Johnson, Prairie Grove, Lincoln, Farmington, West Fork, Greenland, Elm Springs and Elkins Police Departments and the Washington County Sheriff's Department. The Fourth Judicial Prosecutor and the University of Arkansas Police Departments actively supports the Task Force without being represented on the Control Group. This grant request will continue to support seventy-five percent of one sergeant, five officers, one secretary and 30% of a financial analyst, as well as, the necessary operating expenses. The remaining twenty-five percent is supplied by participating agencies.

Current Status

The Task Force is responsible for investigating drug related activities within Washington and Madison Counties with the above listed personnel. During the first eight months of the current grant period investigators opened 355 separate drug cases and made 410 arrests. Included in these cases is the investigation and dismantling of thirty-four methamphetamine labs.

The grant application relates to several of the Fayetteville Vision 2020 Guiding Principals. Financially Sustainable City Government as this is the thirteenth year the grant has funded up to seventy-five percent of the efforts to control drug activity in Northwest Arkansas. As a result of the efforts of the law enforcement agencies supported by this grant Fayetteville is a safer community.

Recommendation

It is recommended City Council approve for the Mayor's signature the application for the Edward Byrne Memorial Grant. The 2003 adopted budget includes $69,886 as matching funds for this grant.

OMB Approval No. 0348-0043

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED	Applicant Identifier
4/16/03	
3. DATE RECEIVED BY STATE	**State Application Identifier**
4. DATE RECEIVED BY FEDERAL AGENCY	**Federal Identifier**
	02-014

1. TYPE OF SUBMISSION:

Application	*Preapplication*
☐ Construction	☐ Construction
☒ Non-Construction	☐ Non-Construction

5. APPLICANT INFORMATION

Legal Name: City of Fayetteville

Organizational Unit: Police Department

Address (*give city, county, state, and zip code*):
113 W. Mountain Street
Fayetteville, Washington, Arkansas

Name and telephone number of the person to be contacted on matters involving this application (*give area code*)
Judy Cohea, Fiscal Officer
479-587-3581

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 71 – 6018462

7. TYPE OF APPLICANT: *(enter appropriate letter in box)* C

A. State
B. County
C. Municipal
D. Township
E. Interstate
F. Intermunicipal
G. Special District
H. Independent School Dist.
I. State Controlled Institution of Higher Learning
J. Private University
K. Indian Tribe
L. Individual
M. Profit Organization
N. Other (Specify): _____

8. TYPE OF APPLICATION:

☐ New ☒ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es): ☐ ☐

A. Increase Award B. Decrease Award C. Increase Duration
D. Decrease Duration Other *(specify)*:

9. NAME OF FEDERAL AGENCY:
U.S. Department of Justice
Bureau of Justice Assistance

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.579
TITLE: Edward Byrne State & Local Law Enforcement Assistance

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Multijurisdictional Drug Task Force

12. AREAS AFFECTED BY PROJECT *(cities, counties, states, etc.)*:
Washington and Madison Counties

13. PROPOSED PROJECT:

Start Date	Ending Date
07/01/03	06/30/04

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant	b. Project
Third Congressional District	Third Congressional District

15. ESTIMATED FUNDING:

a. Federal	$ .00
b. Applicant	$ .00
c. State	$ .00
d. Local	$ .00
e. Other	$ .00
f. Program Income	$ .00
g. TOTAL	$ .00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
DATE 04/16/03

b. NO. ☐ PROGRAM IS NOT COVERED BY E.O. 12372
☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes," attach an explanation. ☐ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED

a. Typed Name of Authorized Representative	b. Title	c. Telephone number
Dan Coody	Mayor	479-575-8330
d. Signature of Authorized Representative		e. Date Signed

Previous Editions Not Usable

Standard Form 424 (REV 4-88)
Prescribed by OMB Circular A-102

ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF INTERGOVERNMENTAL SERVICES

GENERAL PROJECT INFORMATION
(Form IGS 1)

1. Applicant Agency: Fayetteville Police Department

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

2. Project Director: Captain Tracey Risley Tele #479-587-3510 Fax # 479-587-3522

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

   E-Mail Address: Trisley@ci.fayetteville.ar.us

3. Fiscal Officer: Judy Cohea Tele #479-587-3581 Fax #479-587-3570

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

   E-Mail Address: jcohea@ci.fayetteville.ar.us

4. Project Period: From July 01, 2003 To June 30, 2004

5. Federal Purpose Number: 2 Approved Program Abstract Title Multijurisdictional Task Force

6. Identify Counties and/or Cities in Which Program Will Operate: Washington and Madison County

7. If the Project is Multi-County/City indicate the Contracting Applicant Agency

   City of Fayetteville, Arkansas

   Other Involved Agencies Washington County Sheriff, Cities of Springdale, Prairie Grove, Lincoln, Farmington, West Fork, Greenland, Elm Springs, Elkins, Johnson, 4th Judicial Prosecutor and U of A Police Department

8. Population or Clients to be Served 171,958

9. This Program will be a _____ New Activity, _____ Enhancement of Existing Activities,

   or _____ Continuation of Project # 02-014 Ending Date 06/30/04

10. Federal Funds Requested $_____ State Match $_____

    Local Match $_____ Total $_____

11. Prior 12-Month Budget for the Service or Activity _____

12. Source of Matching Funds Individual participating agencies will provide appropriation documents to be included.

Project Summary Continue the multi-jurisdictional task force with a four member Control Group representing all law enforcement agencies in Washington County. Target major narcotics distributors with an emphasis on methamphetamine dealers and manufacturers. Also, continue to maintain a database of drug related information received from all law enforcement agencies in Washington and Madison Counties. The database will help prevent duplication of investigations between agencies and to provide information to other local law

STATE OF ARKANSAS
DRUG LAW ENFORCEMENT SUBGRANTS
CERTIFIED ASSURANCES

1. The applicant assures that federal drug law enforcement funds made available under the Anti-Drug Abuse Act will not be used to supplant state and local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for drug law enforcement activities;

2. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Bureau of Justice Assistance and the Department of Finance and Administration shall prescribe shall be provided to assure fiscal control, proper management, and effective disbursement of funds received under the Act;

3. The applicant assures that it shall maintain such data and information and submit the prescribed reports in the prescribed formats at the prescribed times as the Bureau of Justice Assistance and the Department of Finance and Administration may require;

4. The applicant assures that at the end of each federal fiscal year that the project is in force, and at the end of the project period, it will submit a performance report to the Department of Finance and Administration in a manner to be prescribed;

5. The applicant certifies that the program contained in this application meets all the requirements, and that all the information is correct, and that the applicant will comply with all provisions of the Anti-Drug Abuse Act of 1986 and all other applicable state and federal laws;

6. The applicant assures that before any budgetary or programmatic amendment is made to an approved program, it will submit such an amendment to the Department of Finance and Administration for review;

7. The applicant assures that it will comply, and all its subgrantees and contractors will comply, with the non-discrimination requirements of the Justice Assistance Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;

8. The applicant assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights Compliance (OCRC) of the Office of Justice Programs;

9. The applicant assures that if it is required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301, et. seq., it should submit a certification to the state that it has a current EEOP on file which meets the requirements therein;

10. The applicant assures that it will comply with the provisions of the Department of Finance and Administration's "Drug Law Enforcement Subgrant Procedures and Financial Management Guidelines";

As required by
Department of Justice

STATE OF ARKANSAS
DRUG LAW ENFORCEMENT SUBGRANTS
CERTIFIED ASSURANCES

11. The applicant assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures;

12. The applicant assures that in addition to all other audit requirements, it will allow the Division of Legislative Audit or any other independent or internal auditors of the Department of Finance and Administration to have access to the applicant's records and financial statements;

    (A) as may be necessary for the Department of Finance and Administration to comply with the 1996 Single Audit Act Amendments and Circular A-133, and other rules and/or regulations governing financial accounting and auditing guidelines, principles, and procedures; and

    (B) as may be requested by the Department of Finance and Administration to comply with any State or local government rules and/or regulations;

13. The applicant assures that it will fully participate in the compilation of statistical information as required by state agencies, i.e., providing complete finger print arrest information;

14. The applicant assures that both federal and matching funds used for this project will be used exclusively to support defined drug law enforcement activities, and will not be used to support any general purpose law enforcement or other activity maintained by the applicant;

15. The applicant assures that if the grant funds are used to support a Task Force, the Task Force Board of Directors or 'Control Group' will hold regularly scheduled meetings at least monthly, and will provide the State Drug Director with copies of the agenda and minutes of each meeting;

16. The applicant assures that if grant funds are used to support a Task Force, the Task Force Administrator and the Board of Directors will develop and/or maintain a detailed policy and procedures manual for the guidance of task force operations.

17. The applicant assures that all proposals for out of state travel for conference and training will be submitted to the Arkansas Law Enforcement Committee for approval prior to any expense being incurred.

18. The applicant agrees to comply with the provisions of the federal Fair Labor Standards Act regarding the preparation and retention of time and attendance records affecting persons employed through financial assistance provided by the grant. The applicant also agrees to accept full responsibility for any compensatory time allowance or overtime pay obligations for persons employed within the project <u>not</u> funded by the grant.

STATE OF ARKANSAS
DRUG LAW ENFORCEMENT SUBGRANTS
CERTIFIED ASSURANCES

19. The applicant agrees that no officer or employee of its agency shall be involved in a decision that affects the applicant during the time of employment with the knowledge that there is an opportunity to further their interest as set forth in the Department of Justice, Office of Justice Programs Financial Guide.

CERTIFICATION

I certify that the program proposed in this application meets applicable requirements of the Anti-Drug Abuse Act, that all the information presented is correct, and that the applicant will comply with the provisions of the Act and all other applicable federal laws and applicable state laws and regulations.

(Signature of Contracting Official) (Date)

Dan Coody (Typed Name) Mayor (Title)

113 W. Mountain Street Fayetteville, AR. 72701
(Address)

(479) 575-8330
(Area Code/Telephone Number)

(479) 575-8257
(Area Code/Fax Number)

As required by
Department of Justice

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

---

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR. 72701

71-6018462

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Dan Coody, Mayor

4. Typed Name and Title of Authorized Representative

4/16/03

5. Signature

6. Date

*U.S. Government Printing Office: 1998 - 405-037/40014

Disclosure of Lobbying Activities

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse side for instructions.)

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

1. Type of Federal Action:
   - ☐ a. contract
   - b. grant
   - c. cooperative agreement
   - d. loan
   - e. loan guarantee
   - f. loan insurance

2. Status of Federal Action:
   - ☐ a. bid/offer/application
   - b. initial award
   - c. post-award

3. Report Type:
   - ☐ a. initial filing
   - b. material change

   For Material Change Only:
   year _____ quarter _____

   date of last report _____

4. Name and Address of Reporting Entity:
   ☐ Prime ☐ Subawardee Tier _____, if known:

   Congressional District, if known:

5. If Reporting Entity in No. 4 is Subawardee, enter Name and Address of Prime:

   Congressional District, if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

   CFDA Number, if applicable: _____

8. Federal Action Number, if known:

9. Award Amount, if known:
   $

10a. Name and Address of Lobbying Registrant
(If individual, last name, first name, MI):

b. Individuals Performing Services (including address if different from No. 10a.)
(last name, first name, MI):

The City of Fayetteville does not pay any lobbing entity for influencing Federal Agencies or Congress in connection with a covered Federal Action.

11. Information requested through this form is authorized by Sec.319, Pub. L. 101-121, 103 Stat. 750, as amended by sec. 10; Pub. L. 104-65, Stat. 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Dan Coody

Title: Mayor

Telephone No.: (479)575-8330 Date: 04/16/03

Federal Use Only

Authorized for Local Reproduction
Standard Form-LLL (1/96)

CERTIFICATION OF EMPLOYMENT OF QUALIFIED PERSONNEL

By acceptance of this grant provided through the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (Drug Law Enforcement Program) I certify the following:

1) All personnel employed on a salaried or contractual basis, and who function as law enforcement personnel under my authority for the purposes identified in this grant will be currently certified by the Arkansas Law Enforcement Training Academy, are in training at the Arkansas Law Enforcement Training Academy, or have applied and are awaiting admission to the Academy. .

   For those personnel who are not certified and who are awaiting admission to the Academy, I agree to their participation in training activities designated as mandatory pre-Academy training by the Law Enforcement Committee of the Arkansas Alcohol and Drug Abuse Coordinating Council.

2) All personnel other than attorneys and law enforcement officers who are employed for purposes identified in this grant and who are paid from grant or grant matching funds have been determined to be qualified for the position they hold, based on my review of their education, training and experience.

Dan Coody
Printed Name

Mayor
Title

Signature of Contracting Official

04/16/03
Date

TENTATIVE AGENDA
FOR
CITY COUNCIL MEETING
APRIL 15, 2003

A meeting of the Fayetteville City Council will be held on April 15, 2003 at 6:00 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:** Approval of the March 18, 2003 meeting minutes and approval of the April 1, 2003 meeting minutes.

2. **Black & Veatch:** A resolution to award an engineering services contract to Black & Veatch in the amount of $126,300.00 for a comprehensive study and rehabilition recommendations for the existing 36 inch water transmission line from Beaver Water District into/through the City of Fayetteville. Approval of a project contingency in the amount of $20,000.00 is also requested.

3. **Black & Veatch:** A resolution approving Contract Amendment Number 3 with Black & Veatch for continuing services associated with the 2002/2003 Water and Sewer Rate study. Approval of a project contingency in the amount of $5,000.00 is also requested.

4. **Community Development Block Grant 1.5 FTE:** A resolution to approve 1.5 FTE for the Community Development Block Grant.

5. **Community Development Block Grant Allocation**: A resolution to approve the acceptance on the 2003 Community Development Block Grant (CDBG) partial allocation in the amount of $217,000.00.

B. OLD BUSINESS:

1. **Compactor And Dropbox Business Expansion:** A resolution approving a budget in the amount of one million one hundred seventy-three thousand two hundred eight dollars ($1,173,208.00) to allow the Solid Waste and Recycling division to implement a new commercial drop box program. The resolution was tabled at the March 18, 2003 City Council meeting.

2. **New Commercial Compactor And Drop Box Program:** A resolution authorizing the hiring of seven (7) additional full time employees to implement a new commercial compactor and drop box program. The resolution was tabled at the March 18, 2003 City Council meeting.

C. NEW BUSINESS:

1. **R-PZD 03-1.00: Planned Zoning District Jackson Place:** An ordinance as submitted by Phil Hagan of Crafton, Tull & Associates on behalf of T-Crow, LTD for property located at the south of Skillern Road and the east of Crossover Road. The property is zoned A-1, Agricultural and R-1, low Density Residential and contains approximately 8.37 acres with 14 residential lots proposed.

2. **VAC 03-4.00 (Bencore):** An ordinance as submitted by Geoffrey Bates of Keystone Consultants on behalf of BENCORE for property located at the northeast corner of 6th Street and S. School Avenue. The property is zoned C-3, Thoroughfare Commercial and contains approximately 0.076 acres. This request is for an alley vacation.

3. **ADM 03-2.00 Master Street Plan 46th Street:** An ordinance to amend the Master Street Plan to include changing 46th Street to a Local Street from a Collector Street and to add Broyles Avenue extension as a Collector Street.

4. **ADM 03-11.00 Master Street Plan Bridgewater Lane**: An ordinance to amend the Master Street Plan to relocate Bridgewater lane and an unnamed minor arterial street, as well as accept a lesser dedication for the unnamed minor arterial.

5. **Public Hearing on Raze and Removal at 1233 S. Washington Avenue:** A resolution to approve the raze and removal of 1233 S. Washington.

6. **Public Hearing on Raze and Removal at 525 S. Lytton Avenue:** A resolution to approve the raze and removal of 525 S. Lytton Avenue.

7. **Public Hearing on Raze and Removal at 202 W. Pear Road:** A resolution to approve the raze and removal of 202 W. Pear Road.

8. **Cato Springs Road and Highway 45 Land Exchange:** A resolution to approve a land exchange between the Water and Sewer Fund and the General Fund. Water and Sewer Fund is exchanging land owned by the utility on Cato Springs Road and Highway 45 East plus $105,000.00 for approximately 61 acres in the South Industrial Park owned by the General Fund. Approval of a budget adjustment is also requested in order to appropriately record the exchange.

9. **Banc of America Leasing Agreement Amendment 78:** An ordinance to approve a master lease agreement with Banc of America Leasing & Capital, LLC. The leasing agreement provides the opportunity for the City to utilize Amendment 78 to obtain fire apparatus vehicles.

May 1 Pull

10. **Banc of America Leasing Agreement Amendment 65:** An ordinance to approve a master lease agreement with Banc of America Leasing & Capital, LLC. The leasing agreement provides the opportunity for the City to utilize Amendment 65 to fund the acquisition of residential solid waste collection vehicles.

11. **LEECO's Fire Equipment:** A resolution authorizing the City to accept the low bid from LEECO Fire Equipment to purchase two replacement pumpers, one replacement aerial ladder unit and one expansion pumper for Fire Station 7 in the amount of $1,769,865.49 and to authorize the city to execute the necessary agreements the necessary agreements with Banc of America Leasing and Capital, LLC for a lease to own lease agreement for the fire apparatus units..

12. **Emergency One Fire Apparatus & LEECO Fire Equipment, Inc.**: An ordinance to waive further competitive bidding granting the City the authority to enter into a fifteen (15) year purchasing agreement with Emergency One Fire Apparatus and Leeco Fire Equipment, Inc.

13. **Cromwell Architects Engineers, Inc.**: A resolution approving a contract with Cromwell Architects Engineers, Inc. in the amount of $237,490.00, a 9.5% contingency of $22,510.00 for a total budget authorization of $260,000.00. Contract addresses architectural design, Construction and additional services to construct Water and Wastewater Operations Center at South Industrial.

D. INFORMATIONAL:

1. **Council Tour: April 14, 2003**

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody**, Mayor

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **April 16, 2003**

RE: **Passed Ordinances and Resolutions from City Council meeting of April 15, 2003**

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

Enclosed are:

47-03

1. **Black & Veatch:** Resolution approving contract w/Black & Veatch, Inc. in amount of $126,300.00 plus a $20,000.00 contingency for engineering services related to comprehensive study and rehabilitative recommendations for existing 36 inch water transmission line from Beaver Water District into City of Fayetteville;

48-03

2. **Black & Veatch:** Resolution approving contract Amendment #3 w/Black & Veatch, Inc. to increase funding in amount of $37,000.00 plus contingency of $5,000.00 for additional meetings;

49-03

3. **Community Development Block Grant 1.5 FTE:** Resolution approving increase of 1 ½ full time equivalent positions with Community Development Block Grant Division;

50-03 4. **Community Development Block Grant Allocation:** Resolution accepting 2003 Community Block Grant partial allocation in amount of $217.000.00;

51-03 5. **ADM 03-2.00 Master Street Plan 46th Street:** Resolution amending Master Street Plan in relation to 46th Street and Broyles Avenue;

52-03 6. **ADM 03-11.00 Master Street Plan Bridgewater Lane:** Resolution amending Master Street Plan in relation to Bridgewater Lane and an unnamed arterial east of the City Limits and to approve a lessor dedication of right of way for the unnamed arterial;

4477 7. **VAC 03-4.00 (Bencore):** Ordinance approving vacation and abandonment of portion of a 12' alley in Block Ten of Ferguson's Addition to City of Fayetteville as described on attached map and legal description;

53-03 8. **Public Hearing/Raze & Removal @ 1233 S. Washington Ave:** Resolution ordering razing and removal of dilapidated and unsafe structure owned by Judge & Bertha Hayes located at 1233 S. Washington Ave., in City of Fayetteville;

54-03 9. **Public Hearing/Raze & Removal @ 525 Lytton Ave:** Resolution ordering razing and removal of dilapidated and unsafe structure owned by James & Beckie Tackett located at 525 Lytton Ave., in City of Fayetteville;

4478 10. **Banc of America Leasing Agreement Amendment 78**: Ordinance authorizing execution and delivery of Master Equipment Lease/Purchase Agreement having a nominal principal amount not to exceed $5,000,000.00 for purpose of financing cost of acquiring certain fire fighting apparatus; and prescribing other matters relating thereto;

55-03 11. **Leeco's Fire Equipment:** Resolution approving acquisition, pursuant to lease-to-own agreement w/Banc of America Leasing and Capital, LLC, of one (1) 95' Telescoping Platform Aerial Unit and three (3) Fire engine units (pumpers) from Leeco, Inc. for a total amount of $1,769,865.49 and approving budget adjustment in amount of $37,144.00 for same

12. **Emergency One Fire Apparatus & Leeco Fire Equipment, Inc.:** Ordinance waiving competitive bidding granting City authority to enter into 15 year purchasing agreement w/Emergency One Fire Apparatus and Leeco Fire Equipment, Inc.

4479

13. **Cato Springs Road and Highway 45 Land Exchange:** Resolution approving exchange of certain real property between Water & Sewer Fund and General Fund and approving budget adjustment for same;

56-03

14. **Cromwell Architects Engineers, Inc.:** Resolution approving architect contract w/Cromwell Architects, Engineers, Inc. in a not to exceed amount of $260,000.00 to design, complete Large Scale Development process and supervise construction of Fayetteville Water and WasteWater Operations Center;

57-03

15. **Juvenile Accountability Incentive Block Grant:** Resolution authorizing Fayetteville Police Department to apply for and accept Juvenile Accountability Incentive Block Grant in amount of $30,562.00 to fund D.A.R.E. and D.A.R.E. Plus programming; Gang Resistance Training, and software and training to conduct threat assessments for school population;

58-03

16. **Edward Byrne State and Local Law Enforcement Assistance**: Resolution authorizing Fayetteville Police Department to apply for an Edward Bryne State and Local Law Enforcement Assistance and formula grant from U.S. Department of Justice to assist in funding Fourth Judicial District Drug Task Force.

59-03

④ Jim Conklin ① Code Enforcement
② Kit Williams
③ Hugh Earnest
~~Steve Clark~~
⑤ Mayor Coody.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Sondra Smith, City Clerk

FROM: Hugh Earnest
Chief Administrative Officer

DATE: March 3, 2003

RE: Three Raze and Removals

Attached please find three raze and removals to be placed on City Council Agendas starting April 1, 2003. agenda for March 25th

Each item must be noted separately on the agenda, i.e.

Public Hearing on Raze and Removal at 1233 S. Washington Avenue

Public Hearing on Raze and Removal at 525 S. Lytton Avenue

Public Hearing on Raze and Removal at 202 W. Pear Road

NOTE: Each of the items must have the Public Hearing opened and then closed after the discussion and/or recommendation so there will be three times to open and close on these items.

Thank you.

Set up talk to Kit about process this is a little different

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Hugh Earnest

FROM: Don Hancock, Code Compliance Project Coordinator

DATE: February 27, 2003

SUBJECT: Raze and Removal of 2 dwellings and 1 structure

1. 1233 S Washington Ave is a garage behind the dwelling at this address, it is a rental property and the owner was notified by certified mail of the violation and was given thirty days to correct it. The owner was also given a minimum of a thirty day notice by certified mail the City Council would hold a public hearing on April 1, at 6:00 to consider the Raze and Removal of the structure. Current photos will be taken days before the packets are assembled for the Council Meeting.

2. 525 S Lytton Ave is a dwelling that has not been occupied for several years. The owner was notified by certified mail of the violation and was given thirty days to correct it. The owner was also given a minimum of a thirty day notice by certified mail the City Council would hold a public hearing on April 1, at 6:00 to consider the Raze and Removal of the structure. Beckie Tackett notified by phone on February 26, 2003 that Otha Tackett would not be at the public meeting. Current photos will be taken days before the packets are assembled for the Council Meeting.

3. 202 W Pear Rd is a dwelling that has not been occupied for at least 4 years. The owner was notified by certified mail of the violation and was given thirty days to correct it. The owner was also given a minimum of a thirty day notice by certified mail the City Council would hold a public hearing on April 1, at 6:00 to consider the Raze and Removal of the structure. Current photos will be taken days before the packets are assembled for the Council Meeting.

Agenda Session
4-8-03

TENTATIVE AGENDA
FOR
CITY COUNCIL MEETING
APRIL 15, 2003

A meeting of the Fayetteville City Council will be held on April 15, 2003 at 6:00 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:** Approval of the March 18, 2003 meeting minutes and approval of the April 1, 2003 meeting minutes.

2. **Black & Veatch:** A resolution to award an engineering services contract to Black & Veatch in the amount of $126,300.00 for a comprehensive study and rehabilition recommendations for the existing 36 inch water transmission line from Beaver Water District into/through the City of Fayetteville. Approval of a project contingency in the amount of $20,000.00 is also requested.

3. **Black & Veatch:** A resolution approving Contract Amendment Number 3 with Black & Veatch for continuing services associated with the 2002/2003 Water and Sewer Rate study. Approval of a project contingency in the amount of $5,000.00 is also requested.

4. **Community Development Block Grant 1.5 FTE:** A resolution to approve 1.5 FTE for the Community Development Block Grant.

5. **Community Development Block Grant Allocation**: A resolution to approve the acceptance on the 2003 Community Development Block Grant (CDBG) partial allocation in the amount of $217,000.00.

B. OLD BUSINESS:

1. **Compactor And Dropbox Business Expansion:** A resolution approving a budget in the amount of one million one hundred seventy-three thousand two hundred eight dollars ($1,173,208.00) to allow the Solid Waste and Recycling division to implement a new commercial drop box program. The resolution was tabled at the March 18, 2003 City Council meeting.

Table Ord.

Table 2nd.

2. **New Commercial Compactor And Drop Box Program:** A resolution authorizing the hiring of seven (7) additional full time employees to implement a new commercial compactor and drop box program. The resolution was tabled at the March 18, 2003 City Council meeting.

C. NEW BUSINESS:

1. **R-PZD 03-1.00: Planned Zoning District Jackson Place:** An ordinance as submitted by Phil Hagan of Crafton, Tull & Associates on behalf of T-Crow, LTD for property located at the south of Skillern Road and the east of Crossover Road. The property is zoned A-1, Agricultural and R-1, low Density Residential and contains approximately 8.37 acres with 14 residential lots proposed.

2. **VAC 03-4.00 (Bencore):** An ordinance as submitted by Geoffrey Bates of Keystone Consultants on behalf of BENCORE for property located at the northeast corner of 6th Street and S. School Avenue. The property is zoned C-3, Thoroughfare Commercial and contains approximately 0.076 acres. This request is for an alley vacation.

Change to resolution move to consent

3. **ADM 03-2.00 Master Street Plan 46th Street:** An ~~ordinance~~ (resolution) to amend the Master Street Plan to include changing 46th Street to a Local Street from a Collector Street and to add Broyles Avenue extension as a Collector Street.

Change to resolution move to consent

4. **ADM 03-11.00 Master Street Plan Bridgewater Lane:** An ~~ordinance~~ resolution to amend the Master Street Plan to relocate Bridgewater lane and an unnamed minor arterial street, as well as accept a lesser dedication for the unnamed minor arterial.

5. **Public Hearing on Raze and Removal at 1233 S. Washington Avenue:** A resolution to approve the raze and removal of 1233 S. Washington.

Staff review for removal

6. **Public Hearing on Raze and Removal at 525 S. Lytton Avenue:** A resolution to approve the raze and removal of 525 S. Lytton Avenue.

7. **Public Hearing on Raze and Removal at 202 W. Pear Road:** A resolution to approve the raze and removal of 202 W. Pear Road.

Move to #12

8. **Cato Springs Road and Highway 45 Land Exchange:** A resolution to approve a land exchange between the Water and Sewer Fund and the General Fund. Water and Sewer Fund is exchanging land owned by the utility on Cato Springs Road and Highway 45 East plus $105,000.00 for approximately 61 acres in the South Industrial Park owned by the General Fund. Approval of a budget adjustment is also requested in order to appropriately record the exchange.

9. **Banc of America Leasing Agreement Amendment 78:** An ordinance to approve a master lease agreement with Banc of America Leasing & Capital, LLC. The leasing agreement provides the opportunity for the City to utilize Amendment 78 to obtain fire apparatus vehicles.

10. **Banc of America Leasing Agreement Amendment 65:** An ordinance to approve a master lease agreement with Banc of America Leasing & Capital, LLC. The leasing agreement provides the opportunity for the City to utilize Amendment 65 to fund the acquisition of residential solid waste collection vehicles.

Pull May 6 meeting

11. **LEECO's Fire Equipment:** A resolution authorizing the City to accept the low bid from LEECO Fire Equipment to purchase two replacement pumpers, one replacement aerial ladder unit and one expansion pumper for Fire Station 7 in the amount of $1,769,865.49 and to authorize the city to execute the necessary agreements the necessary agreements with Banc of America Leasing and Capital, LLC for a lease to own lease agreement for the fire apparatus units..

12. **Emergency One Fire Apparatus & LEECO Fire Equipment, Inc.**: An ordinance to waive further competitive bidding granting the City the authority to enter into a fifteen (15) year purchasing agreement with Emergency One Fire Apparatus and Leeco Fire Equipment, Inc.

13. **Cromwell Architects Engineers, Inc.**: A resolution approving a contract with Cromwell Architects Engineers, Inc. in the amount of $237,490.00, a 9.5% contingency of $22,510.00 for a total budget authorization of $260,000.00. Contract addresses architectural design, Construction and additional services to construct Water and Wastewater Operations Center at South Industrial.

The

D. INFORMATIONAL:

~~1. Council Tour: April 14, 2003~~ (Cancel)

Ord review - Meeting
April 29th After Agenda
Meeting - Room 326

TENTATIVE AGENDA
FOR
CITY COUNCIL MEETING
APRIL 15, 2003

A meeting of the Fayetteville City Council will be held on April 15, 2003 at 6:00 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:** Approval of the April 1, 2003 meeting minutes.

Approval of the March 18, 2003 meeting Minutes

2. **Black & Veatch:** A resolution to award an engineering services contract to Black & Veatch in the amount of $126,300.00 for a comprehensive study and rehabilition recommendations for the existing 36 inch water transmission line from Beaver Water District into/through the City of Fayetteville. Approval of a project contingency in the amount of $20,000.00 is also requested.

3. **Black & Veatch:** A resolution approving Contract Amendment Number 3 with Black & Veatch for continuing services associated with the 2002/2003 Water and Sewer Rate study. Approval of a project contingency in the amount of $5,000.00 is also requested.

4. **Community Development Block Grant 1.5 FTE:** A resolution to approve 1.5 FTE for the Community Development Block Grant.

5. **Community Development Block Grant Allocation**: A resolution to approve the acceptance on the 2003 Community Development Block Grant (CDBG) partial allocation in the amount of $217,000.00.

B. OLD BUSINESS:

Lower Case

1. **COMPACTOR AND DROPBOX BUSINESS EXPANSION:** A resolution approving a budget in the amount of one million one hundred seventy-three thousand two hundred eight dollars ($1,173,208.00) to allow the Solid Waste and Recycling division to implement a new commercial drop box program. The resolution was tabled at the March 18, 2003 City Council meeting.

Lower Case

2. **NEW COMMERCIAL COMPACTOR AND DROP BOX PROGRAM:** A resolution authorizing the hiring of seven (7) additional full time employees to implement a new commercial compactor and drop box program. The resolution was tabled at the March 18, 2003 City Council meeting.

C. NEW BUSINESS:

1. **R-PZD 03-1.00: Planned Zoning District Jackson Place:** An ordinance as submitted by Phil Hagan of Crafton, Tull & Associates on behalf of T-Crow, LTD for property located at the south of Skillern Road and the east of Crossover Road. The property is zoned A-1, Agricultural and R-1, low Density Residential and contains approximately 8.37 acres with 14 residential lots proposed.

2. **VAC 03-4.00 (Bencore):** An ordinance as submitted by Geoffrey Bates of Keystone Consultants on behalf of BENCORE for property located at the northeast corner of 6th Street and S. School Avenue. The property is zoned C-3, Thoroughfare Commercial and contains approximately 0.076 acres. This request is for an alley vacation.

3. **ADM 03-2.00 Administrative Item Master Street Plan – 46th Street:** An ordinance to amend the Master Street Plan to include changing 46th Street to a Local Street from a Collector Street and to add Broyles Avenue extension as a Collector Street.

4. **ADM 03-11.00 Administrative Item Master Street Plan Bridgewater Lane and Unnamed Minor Arterial**: An ordinance to amend the Master Street Plan to relocate Bridgewater lane and an unnamed minor arterial street, as well as accept a lesser dedication for the unnamed minor arterial.

A resolution to approve

5. **Public Hearing on Raze and Removal at 1233 S. Washington Avenue:** A resolution for the raze and removal of 1233 S. Washington.

6. **Public Hearing on Raze and Removal at 525 S. Lytton Avenue:** A resolution for the raze and removal of 525 S. Lytton Avenue.

7. **Public Hearing on Raze and Removal at 202 W. pear Road:** A resolution for the raze and removal of 202 W. pear Road.

8. **Cato Springs Road and Highway 45 Land Exchange:** A resolution to approve a land exchange between the Water and Sewer Fund and the General Fund. Water and Sewer Fund is exchanging land owned by the utility on Cato Springs Road and Highway 45 East plus $105,000.00 for approximately 61 acres in the South Industrial Park owned by the General Fund. Approval of a budget adjustment is also requested in order to appropriately record the exchange.

9. **~~Cromwell~~ Architects Engineers, Inc.**: A ~~resolution~~ approving a contract with Cromwell Architects Engineers, Inc. in the amount of $237,490.00, a 9.5% contingency of $22,510.00 for a total budget authorization of $260,000.00. Contract addresses architectural design, Construction and additional services to construct Water and Wastewater Operations Center at South Industrial.

pull

10. **Banc of America Leasing Agreement:** ~~A resolution~~ ordinance to approve ~~two~~ a master lease agreements with Banc of America Leasing & Capital, LLC. The leasing agreements will provide the opportunity for the City to utilize Amendment 78 to obtain fire apparatus vehicles and Amendment 65 to fund the acquisition of residential solid waste collection vehicles.

Separate

11. **Fire Department Equipment Purchase:** An ~~ordinance allowing the Fire Department~~ resolution authorizing the City to purchase two replacement pumpers, one replacement aerial ladder unit and one expansion pumper for Fire Station 7. This purchase will be made utilizing funds from the Fire Department's current Capital Improvements Budget in conjunction with the long-term purchasing program through Bank of America.

Mayor has

for # 1,769,865.49

12. **Emergency One Fire Apparatus & Leeco Fire Equipment, Inc.**: A ~~resolution granting the Fire Department permission~~ ordinance to waive formal competitive bidding granting the City the Authority to enter into a fifteen (15) year purchasing agreement with Emergency One Fire Apparatus and Leeco Fire Equipment, Inc. ~~This agreement will provide the Fire Department with the ability to maintain and up to date apparatus fleet ensuring a long term working relationship with a specific apparatus vendor~~.

Mayor has

City

City

D. INFORMATIONAL:

1. **COUNCIL TOUR: April 14, 2003**

1,769,865.49

accept the low bid from Leeco Fire Equipment.

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 4-14-03 was inserted in the regular editions on .

** Publication Charge: $ 194.46

Subscribed and sworn to before me this

15 day of April, 2003.

Sheri Denise Sutton
Notary Public

My Commission Expires: 5-1-07

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

OFFICIAL SEAL
SHERI DENISE SUTTON
NOTARY PUBLIC . ARKANSAS
WASHINGTON COUNTY
COMMISSION EXP. 05/01/07

RECEIVED
APR 16 2003
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

FINAL AGENDA
FOR CITY COUNCIL MEETING
APRIL 15, 2003

City of Fayetteville

A meeting of the Fayetteville City Council will be held on April 15, 2003 at 6:00 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: Approval of the March 18, 2003 meeting minutes and approval of the April 1, 2003 meeting minutes.
2. Black & Veatch: A resolution to award an engineering services contract to Black & Veatch in the amount of $126,300.00 for a comprehensive study and rehabilitation recommendations for the existing 36 inch water transmission line from Beaver Water District into/through the City of Fayetteville. Approval of a project contingency in the amount of $20,000.00 is also requested.
3. Black & Veatch: A resolution approving Contract Amendment Number 3 with Black & Veatch for continuing services associated with the 2002/2003 Water and Sewer Rate study. Approval of a project contingency in the amount of $5,000.00 is also requested.
4. Community Development Block Grant 1.5 FTE: A resolution to approve 1.5 FTE for the Community Development Block Grant.
5. Community Development Block Grant Allocation. A resolution to approve the acceptance on the 2003 Community Development Block Grant (CDBG) partial allocation in the amount of $217,000.00.
6. ADM 03-2.00 Master Street Plan 46th Street: A resolution to amend the Master Street Plan to include changing 46th Street to a Local Street from a Collector Street and to add Broyles Avenue extension as a Collector Street.
7. ADM 03-11.00 Master Street Plan Bridgewater Lane: A resolution to amend the Master Street Plan to relocate Bridgewater lane and an unnamed minor arterial street, as well as accept a lesser dedication for the unnamed minor arterial.

B. OLD BUSINESS:
1. Compactor And Dropbox Business Expansion: A resolution approving a budget in the amount of one million one hundred seventy-three thousand two hundred eight dollars ($1,173,208.00) to allow the Solid Waste and Recycling division to implement a new commercial drop box program. The resolution was tabled at the March 18, 2003 City Council meeting.
2. New Commercial Compactor And Drop Box Program. A resolution authorizing the hiring of seven (7) additional full time employees to implement a new commercial compactor and drop box program. The resolution was tabled at the March 18, 2003 City Council meeting.

C. NEW BUSINESS:
1. R-PZD 03-1.00. Planned Zoning District Jackson Place: An ordinance as submitted by Phil Hagan of Crafton, Tull & Associates on behalf of T-Crow, LTD for property located at the south of Skillern Road and the east of Crossover Road. The property is zoned A-1, Agricultural and R-1, low Density Residential and contains approximately 8.37 acres with 14 residential lots proposed.
2. VAC 03-4.00 (Bencore): An ordinance as submitted by Geoffrey Bates of Keystone Consultants on behalf of BENCORE for property located at the northeast corner of 6th Street and S. School Avenue. The property is zoned C-3, Thoroughfare Commercial and contains approximately 0.076 acres. This request is for an alley vacation.
3. Public Hearing on Raze and Removal at 1233 S. Washington Avenue: A resolution to approve the raze and removal of 1233 S. Washington.
4. Public Hearing on Raze and Removal at 525 S. Lytton Avenue: A resolution to approve the raze and removal of 525 S. Lytton Avenue.
5. Banc of America Leasing Agreement Amendment 78. An ordinance to approve a master lease agreement with Banc of America Leasing & Capital, LLC. The leasing agreement provides the opportunity for the City to utilize Amendment 78 to obtain fire apparatus vehicles.
6. LEECO's Fire Equipment: A resolution authorizing the City to accept the low bid from LEECO Fire Equipment to purchase two replacement pumpers, one replacement aerial ladder unit and one expansion pumper for Fire Station 7 in the amount of $1,769,865.49 and to authorize the city to execute the necessary agreements the necessary agreements with Banc of America Leasing and Capital, LLC for a lease to own lease agreement for the fire apparatus units..
7. Emergency One Fire Apparatus & LEECO Fire Equipment, Inc.: An ordinance to waive further competitive bidding granting the City the authority to enter into a fifteen (15) year purchasing agreement with Emergency One Fire Apparatus and Leeco Fire Equipment, Inc.
8. Cato Springs Road and Highway 45 Land Exchange: A resolution to approve a land exchange between the Water and Sewer Fund and the General Fund. The Water and Sewer Fund is exchanging land owned by the utility on Cato Springs Road and Highway 45 East plus $105,000.00 for approximately 61 acres in the South Industrial Park owned by the General Fund. Approval of a budget adjustment is also requested in order to appropriately record the exchange.
9. Cromwell Architects Engineers, Inc.: A resolution approving a contract with Cromwell Architects Engineers, Inc. in the amount of $237,490.00, a 9.5% contingency of $22,510.00 for a total budget authorization of $260,000.00. The contract addresses architectural design, construction and additional services to construct a Water and Wastewater Operations Center at South Industrial.

RECEIVED
APR 16 2003
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

	April 15, 2003
	CONSENT:
Mar 18- change spelling and April 1-tabled	Approval Of The Minutes: Approval of the March 18, 2003 meeting minutes and approval of the April 1, 2003 meeting minutes
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	NEW BUSINESS:
Left on 1st reading	R-PZD 03-1.00: Planned Zoning District Jackson Place: An ordinance as submitted by Phil Hagan of Crafton, Tull & Associates on behalf of T-Crow, LTD for property located at the south of Skillern Road and the east of Crossover Road The property is zoned A-1, Agricultural and R-1, low Density Residential and contains approximately 8 37 acres with 14 residential lots proposed
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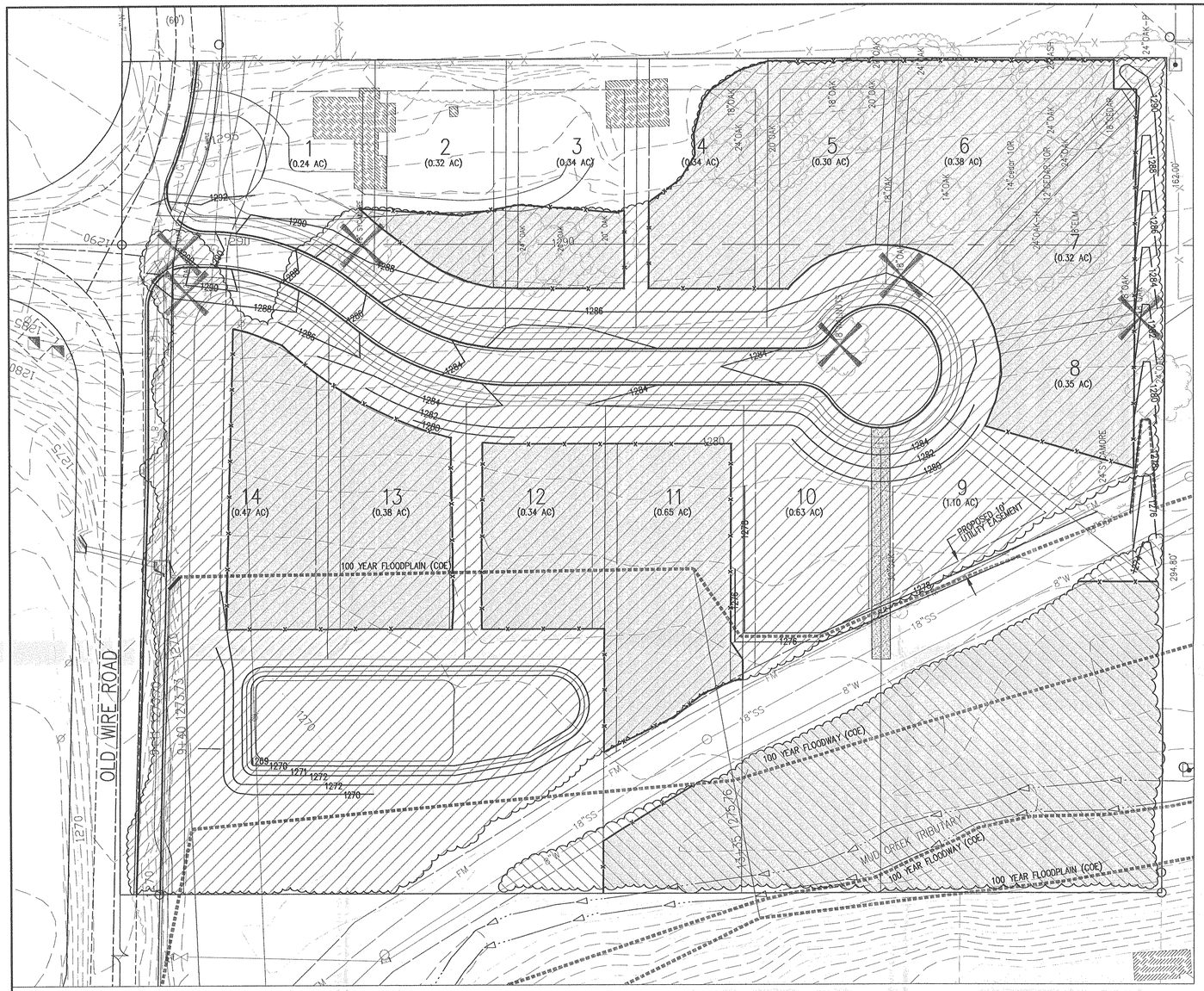
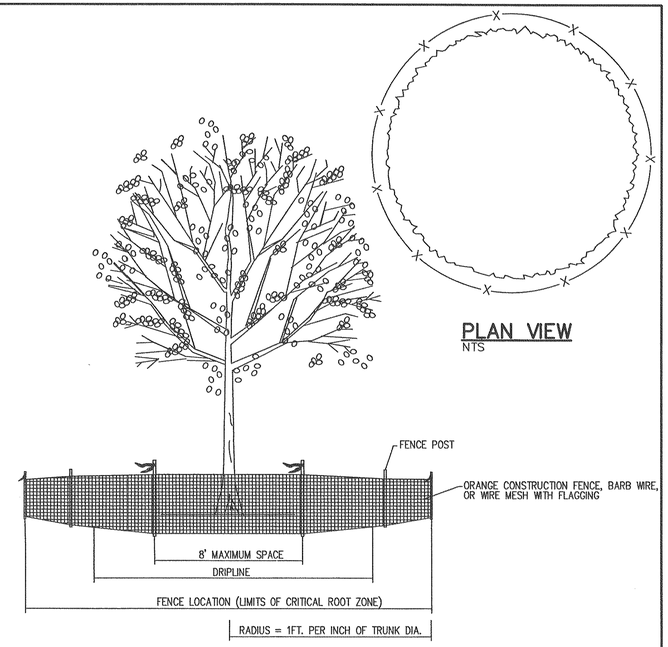
	Added to Agenda at the Council Meeting April 15, 2003
passed	Juvenile Accountability Incentive Block Grant A Resolution authorizing Fayetteville Police Department to apply for and accept Juvenile Accountability Incentive Block Grant in the amount of $30,562 00 to fund D A R E and D A R E Plus programming, Gang Resistance Training, and software and training to conduct threat assessments for school population
passed	Edward Byrne State and Local Law Enforcement Assistance A resolution authorizing Fayetteville Police Department to apply for an Edward Bryne State and Local Law Enforcement Assistance and formula grant from the U S Department of Justice to assist in funding the Fourth Judicial District Drug Task Force
	Announced: Ord. Review after agenda session, Room 326.
	Ward 4 meeting, 4/28, Room 111
	Cleanup 4/28





PLAN VIEW
NTS

CITY OF FAYETTEVILLE STANDARD NOTES FOR TREE AND NATURAL AREA PROTECTION

NTS

1. All trees and natural areas shown on this plan to be preserved shall be protected during construction with temporary fencing

2. Protective fences shall be erected according to City of Fayetteville standards for tree protection

3. Protective fences shall be installed prior to the start of any site preparation work and shall be maintained throughout all phases of the construction project

4. Erosion and sedimentation control barriers shall be installed or maintained in a manner which does not result in soil build-up within tree driplines

5. Protective fences shall surround the trees or group of trees, and will be located at the dripline, for natural areas, protective fences shall follow the limit of construction line, in order to prevent the following:
   A. Soil compaction in the root zone area resulting from vehicular traffic or storage of equipment
   B. Root zone disturbances due to grade changes (greater than 6") or trenching not reviewed by city arborist
   C. Wounds to exposed roots, truck or limbs by mechanical equipment
   D. Other activities detrimental to trees such as chemical storage, cement truck cleaning, & fires

6. Exceptions to installing fences at tree driplines may be permitted in the following cases:
   A. Where there is to be an approved grade change, impermeable paving surface, tree well, or other such site development
   B. Where permeable paving is to be installed within a tree's dripline, erect the fence at the outer limits of the permeable paving area (prior to site grading so that this area is graded separately prior to paving installation to minimize root damage)
   C. Where trees are close to proposed buildings, erect the fence to allow 6 to 10 feet of work space between the fence and the building
   D. Where there are severe space constraints due to tract size, or other special requirements

7. Where any of the above exceptions result in a fence being closer than 4 feet to a tree trunk, protect the trunk with strapped on planking to a height of 8 feet (or limits of lower branching) in addition to the reduced fencing provided

8. Trees approved for removal shall be removed in a manner which does not impact trees to be preserved

9. Any roots exposed by construction activity shall be pruned flush with the soil. Backfill root areas with good quality top soil as soon as possible. If exposed root areas are not backfilled within 2 days, cover them with organic material in a manner which reduces soil temperature and minimizes water loss due to evaporation

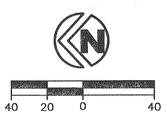
10. Any trenching required for the installation of landscape irrigation shall be placed as far from existing tree trunks as possible

11. No landscape topsoil dressing greater than 4 inches shall be permitted within the dripline of trees. No soil is permitted on the root flare of any tree

12. Pruning to provide clearance for structures, vehicular traffic, and equipment shall take place before construction begins

13. All finished pruning must be done according to recognized, approved standards of the industry (reference the National Arborist Association Pruning Standards for Shade Trees available upon request from the city arborist)

14. Deviations from the above notes may be considered ordinance violations if there is substantial non-compliance or if a tree sustains damage as a result



		SQ. FT.	% OF SITE
	TOTAL EXISTING CANOPY	292,000	80.1%
	TOTAL CANOPY PRESERVED	150,257	51.4%
	TOTAL CANOPY REMOVED	141,743	28.7%
	EXISTING TREE TO REMAIN		
	EXISTING TREE TO BE REMOVED		
x—x—x—x—	TREE & NATURAL AREA PROTECTOR FENCE		

THIS PLAN IS FOR CONCEPT ONLY AND IS NOT INTENDED FOR USE AS A CONSTRUCTION DRAWING.

CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 9407
JERRY J. KELSO

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Architects, Engineers & Surveyors

JACKSON PLACE
A PLANNED ZONNING DISTRICT
FAYETTEVILLE, ARKANSAS

Revisions
03/13/03 – PER SUBDIVISION COMMITTEE

SITE GRADING & TREE PRESERVATION PLAN

Drawn by	Job Number
CSO	021132-00
Checked by	Contact Person
	P. HAGEN
Date	Sheet Number
3/2003	4

Time: 4:10 pm
Scale: 1=40
Date: 3/14/2003
Drawing Name: 021132-00\Eng\DWG\TREE PRES.dwg (coldh)
Xrefs Used: KELSO-AR, SURVEY INFO, 22X34, FAY MAP, 021132BS

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LEGAL DESCRIPTION:

PART OF THE NW1/4 OF THE SE1/4 AND PART OF THE NE1/4 OF THE SE1/4 ALL IN SECTION 29, T17N, R29W IN WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID NW1/4, SE1/4 THENCE N89°32'23"E 1268.59 FEET, THENCE S01°13'41"E 679.29 FEET, THENCE S00°50'37"E 638.16 FEET, THENCE S89°29'28"W 870.03 FEET, THENCE N00°27'00"W 458.06 FEET, THENCE S89°29'28"W 640.00 FEET, THENCE S00°27'00"E 448.32 FEET, THENCE S00°38'41"E 84.75 FEET, THENCE S89°02'50"W 387.59 FEET, THENCE N00°41'14"W 88.14 FEET, THENCE S89°13'58"W 563.62 FEET, THENCE N72°23'23"W 153.87 FEET, THENCE N00°31'32"W 1265.07 FEET, THENCE N89°34'47"E 1327.05 FEET TO THE P.O.B.; CONTAINING 72.52 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

NOTE: THIS PROPERTY IS NOT AFFECTED BY THE 100 YEAR FLOOD PLAIN AS PER FIRM #10/E DATED 7-21-99.

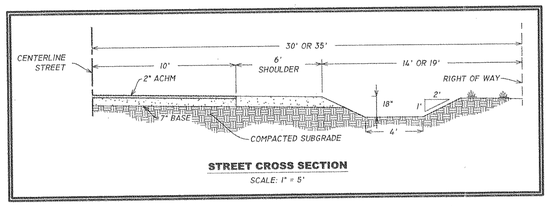
CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	500.00'	94.69'	47.49'	94.55'	N83°43'53"E	10-51-01
C2	150.00'	191.98'	111.67'	179.14'	S65°01'43"E	73-19-50
C3	500.00'	542.32'	301.30'	516.13'	S59°26'10"E	62-08-46
C4	500.00'	206.09'	104.53'	204.63'	N77°40'59"E	23-36-57
C5	800.00'	169.30'	84.97'	168.98'	S05°17'43"W	12-07-31
C6	300.00'	357.43'	203.36'	336.66'	S22°46'26"E	68-15-50
C7	150.00'	178.90'	101.81'	168.48'	S89°40'11"E	68-20-03
C8	500.00'	79.48'	39.82'	79.39'	N77°49'50"W	09-06-26
C9	200.00'	57.60'	29.00'	57.40'	N34°02'54"E	16-30-06

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



STREET CROSS SECTION
SCALE: 1" = 5'

SOIL TYPES:

1) CaC2 - CAPTINA SILT LOAM
2) NaC - NIXA CHERTY SILT LOAM
3) CIG - CLARKSVILLE CHERTY SILT LOAM

PROPOSED USE:

SUBJECT PROPERTY - RESIDENTIAL SINGLE FAMILY
SURROUNDING PROPERTY - AGRICULTURAL

NOTES:

1) BUILDING SETBACKS ARE 25' OR 50' (SEE PLAT) FROM R/W, 20' FROM REAR PROPERTY LINES & 10' FROM SIDE PROPERTY LINES.

2) UTILITIES: ALL LOTS SERVED BY OZARKS ELECTRIC, SW BELL & CITY OF FAYETTEVILLE WATER.

3) 31 LOTS

4) EACH LOT WILL REQUIRE A PERC TEST AFTER EACH INDIVIDUAL LOT SALE. SEPTIC SYSTEM DESIGNS MUST BE APPROVED SEPARATELY ALSO AFTER LOT SALE BY THE WASHINGTON COUNTY HEALTH DEPARTMENT.

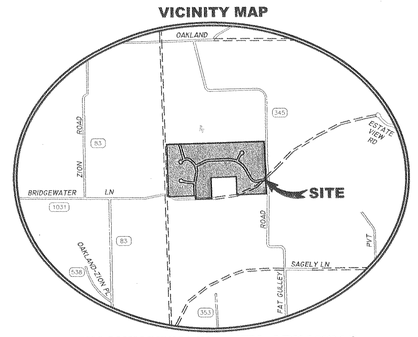
5) GAS & ELECTRIC SERVICE PRESENTLY EXISTS FROM BRIDGEWATER AND GULLEY.

6) PROPOSED LAND USE TO BE SINGLE FAMILY ONLY. (NO MOBILE HOMES)

7) THERE ARE KNOWN WETLANDS ON THIS PROPERTY.

8) BM -

VICINITY MAP



WASHINGTON COUNTY, ARKANSAS

N W E S

LEGEND

- CALCULATED POINT
- CENTERLINE MARKER
- BOUNDARY CORNER
- FOUND IRON PIN
- SET IRON PIN
- PROPOSED FIRE HYDRANT
- TEST PIT
- BUILDING SETBACK
- UTILITY EASEMENT
- CENTERLINE STREET
- PROPOSED WATERLINE

SEPTIC SYSTEM DATA

LOT #	RATE (GAL / SF)	SYSTEM TYPE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
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29		
30		
31		

ENGINEER

JORGENSEN & ASSOCIATES
CONSULTING ENGINEERS, INC.
124 WEST SUNBRIDGE SUITE 5
FAYETTEVILLE, AR. 72703
(479) 442-9127

OWNER

BRIDGEWATER ESTATES, LLC.
3102 N. OAKLAND ZION ROAD
FAYETTEVILLE, AR. 72703

PLAT PAGE #219

SCALE: 1"=100'	DATE REVISED	CHECKED BY:	DRAWN BY:
DATE: 17FEB03	06MARCH03	DLJ	BJR

C:\2003\JOBS\BRIDGEWATER\PLAT 1 / 1

JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS
124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 443-9127 • FAX (479) 582-4811

BRIDGEWATER ESTATES
PRELIMINARY PLAT

4-15-03

JACKSON PLACE
A PLANNED ZONING DISTRICT
FAYETTEVILLE, ARKANSAS

LEGEND

- EXISTING SIGN
- SET IRON PIN
- FOUND IRON PIN
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- PROPOSED LIGHT POLE
- EXISTING POWER/TELEPHONE POLE
- EXISTING GAS METER
- EXISTING SANITARY SEWER MANHOLE
- PROPOSED WATER METER
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT INSTALLATION OR RELOCATION
- x1270.00 PROPOSED TOP CURB SPOT ELEVATION (UNLESS OTHERWISE NOTED)
- PROPOSED CURB INLET
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED LIGHT POLE
- EXIST. TELEPHONE PEDESTAL
- PROPOSED SILT FENCE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING UTILITY EASEMENT
- PROPOSED UTILITY EASEMENT
- EXIST. BARBED WIRE FENCE
- EXISTING EDGE OF ASPHALT
- BUILDING SETBACK LINE
- EXISTING TREE CANOPY
- PROPOSED CONTOUR LINE
- 1270 EXISTING CONTOUR LINE
- EXISTING CURB
- EXISTING SANITARY SEWER LINE
- EXISTING GAS LINE
- EXISTING WATER LINE
- EXISTING UNDERGROUND TELEPHONE
- EXISTING OVERHEAD TELEPHONE
- OHE EXISTING OVERHEAD ELECTRIC
- PROPERTY LINE/EXISTING RIGHT-OF-WAY
- PROPOSED 2' CONCRETE CURB & GUTTER
- EXISTING STORM PIPE
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- PROPOSED SIDEWALK
- EXISTING SIDEWALK
- PROPOSED CONDUIT

VICINITY MAP
NTS

INDEX OF DRAWINGS

1	COVER SHEET
2	PRELIMINARY PLAT
3	SITE, GRADING, AND EROSION CONTROL
4	SITE GRADING AND TREE PRESERVATION PLAT
5-8	DETAIL SHEETS

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ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE DRAWINGS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE DRAWINGS AND WE ASSUME NO RESPONSIBILITY AS TO THE ACCURACY OF THEIR DEPICTED LOCATION ON THESE DRAWINGS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN, AND ALL OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE DRAWINGS BY VERIFICATION OF THEIR LOCATION IN THE FIELD PRIOR TO THE INITIATION OF THE ACTUAL PORTION OF THEIR WORK.

SAFETY NOTICE TO CONTRACTOR

IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

THE DUTY OF THE ENGINEER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN, OR NEAR THE CONSTRUCTION SITE.

OWNERSHIP OF DOCUMENTS

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICES, IS THE PROPERTY OF CRAFTON, TULL & ASSOCIATES, INC., AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CRAFTON, TULL & ASSOCIATES, INC.

CERTIFICATE OF AUTHORIZATION — CRAFTON, TULL & ASSOCIATES, INC. No. 109 — ARKANSAS ENGINEER

STATE OF ARKANSAS — REGISTERED PROFESSIONAL ENGINEER — No. 9407 — JERRY J. KELSO

Crafton, Tull & Associates, Inc.
901 N. 47th Street, Suite 200, Rogers, AR 72756
P.O. Box 549, Rogers AR 72756-0549
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Architects, Engineers & Surveyors

JACKSON PLACE
A PLANNED ZONNING DISTRICT
FAYETTEVILLE, ARKANSAS

Revisions
03/13/03 – PER SUBDIVISION COMMITTEE

COVER

Drawn by	Job Number
CSO	021132-00
Checked by	Contact Person
	P. HAGEN
Date	Sheet Number
3/2003	1

CC Agenda 4/15/03

Time: 12:14 pm
Scale: 1=50 (PS)
Drawing Name: JOBFILES\021132-00\Eng\DWG\COVER.dwg (plmm)
Xrefs: None
Plotted: 4/15/03 12:14 by KEVIN HARRIS, CTA, FAY, AR, 22x34, FAY MAP

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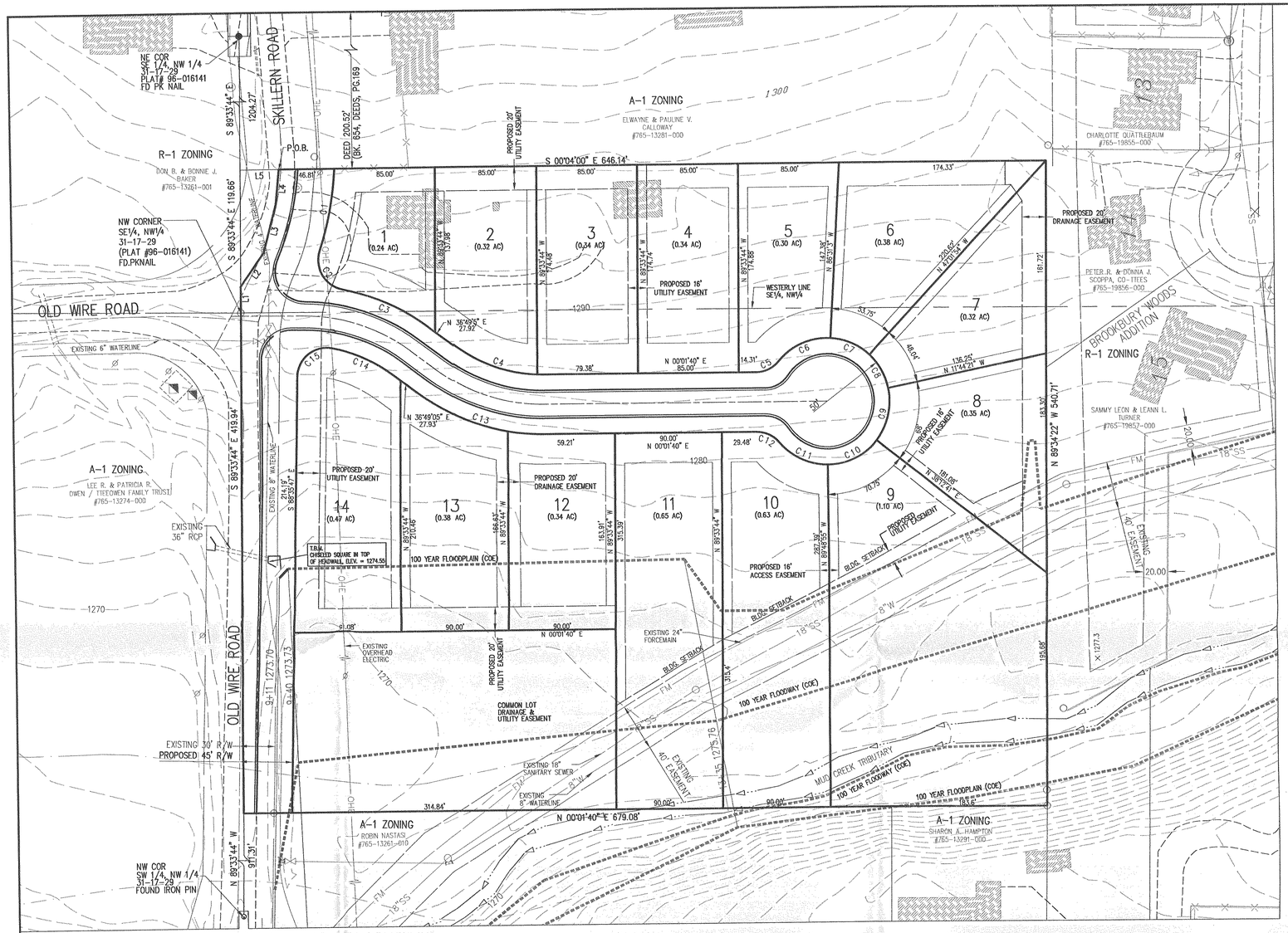

NOTE:

1: SIDEWALKS SHALL BE CONTINUOUS THROUGH DRIVEWAYS WITH A MAXIMUM OF 2% CROSS SLOPE AND ELEVATED 2% ABOVE TOP OF CURB.

2: NEW SIDEWALKS AND DRIVEWAY APPROACHES CONSTRUCTED IN THE RIGHT-OF-WAY SHALL MEET UNIFIDED DEVELOPEMENT ORDINANCE SECTION 171.13 (A.K.A. ORD. #4005).

			CURVE TABLE				
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	DEGREE OF CURVE	CHORD DIRECTION	CHORD LENGTH
C1	15°25'27"	260.00	69.99	35.21	22°02'13"	S 79°01'47" E	69.78
C2	97°40'20"	25.00	42.62	28.59	229°10'59"	S 59°50'47" W	37.64
C3	25°48'28"	175.00	78.83	40.09	32°44'26"	S 23°54'51" W	78.16
C4	36°47'24"	125.00	80.26	41.57	45°50'12"	S 18°25'22" W	78.89
C5	50°07'54"	25.00	21.87	11.69	229°10'59"	N 25°02'17" W	21.18
C6	53°35'11"	53.00	49.57	26.76	108°06'19"	S 23°18'38" E	47.78
C7	39°29'08"	53.00	36.53	19.02	108°06'19"	N 23°13'31" E	35.81
C8	35°17'33"	53.00	32.65	16.86	108°06'19"	N 60°36'52" E	32.13
C9	50°02'27"	52.91	46.21	24.70	108°17'16"	N 76°45'50" W	44.76
C10	51°58'24"	53.00	48.08	25.83	108°06'19"	N 25°48'07" W	46.45
C11	49°58'29"	53.00	46.23	24.70	108°06'19"	N 25°10'19" E	44.78
C12	50°07'54"	25.00	21.87	11.69	229°10'59"	N 25°05'37" E	21.18
C13	36°47'24"	175.00	112.37	58.20	32°44'26"	S 18°25'22" W	110.45
C14	25°45'56"	125.00	56.21	28.59	45°50'12"	N 23°56'07" E	55.74
C15	99°38'55"	25.00	43.48	29.61	229°10'59"	S 38°46'19" E	38.20

	LINE TABLE	
NUMBER	BEARING	DISTANCE
L1	S 89°33'44" E	21.84'
L2	S 54°43'46" E	34.25'
L3	S 75°09'18" E	42.07'
L4	S 84°03'35" E	29.39'
L5	S 00°04'00" E	32.85'

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SURVEY DESCRIPTION

PART OF THE SOUTH HALF (S1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 31 IN TOWNSHIP 17 NORTH OF RANGE 29 WEST OF THE 5TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF THE SE1/4 OF THE NW1/4 OF SAID SECTION 31, BEING A FOUND PK NAIL IN THE LOCATION AS SHOWN ON A SURVEY PLAT RECORDED AS LAND RECORD DOCUMENT # 96-016141;
THENCE S 89°33'44" E ALONG THE NORTH LINE OF SAID 80 ACRE TRACT 119.66 FEET TO THE EXTENSION OF AN EXISTING WOOD RAIL FENCE;
THENCE S 00°04'00"E 32.85 FEET TO A POINT IN THE CENTER OF SKILLERN ROAD FOR THE TRUE POINT OF BEGINNING;
THENCE LEAVING SAID CENTERLINE S00°04'00"E AND ALONG A WOOD RAIL FENCE 646.14 FEET; THENCE N 89°34'22"W 540.71 FEET TO A FOUND IRON PIN; THENCE N 00°01'40"E 679.08 FEET TO THE NORTH LINE OF THE SW1/4 OF THE NW1/4 OF SAID SECTION 31, SAID POINT BEING IN OLD WIRE ROAD AND FROM WHICH A REFERENCE IRON BEARS S 00°01'40"W 25.68 FEET;
THENCE S 89°33'44"E ALONG SAID NORTH LINE 419.94 FEET TO THE NE CORNER OF THE SW1/4 OF THE NW1/4 OF SAID SECTION 31;
THENCE S 89°33'44"E 21.83 FEET TO THE CENTER OF SKILLERN ROAD;
THENCE ALONG THE CENTERLINE OF SKILLERN ROAD THE FOLLOWING BEARINGS AND DISTANCES: S 54°43'46"E 34.25 FEET; S 75°09'18"E 42.07 FEET;
S 84°03'35"E 29.39 FEET TO THE POINT OF BEGINNING, CONTAINING 8.37 ACRES, MORE OR LESS. THE ABOVE DESCRIBED TRACT BEING LOCATED IN THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS AND IS SUBJECT TO THE RIGHT-OF-WAY OF OLD WIRE ROAD AND SKILLERN ROAD ALONG THE ENTIRE NORTH BOUNDARY, AND TO ALL EASEMENTS OR RIGHTS-OF-WAY OF RECORD OR FACT.

ZONING CLASSIFICATION: PZD

PROPOSED USE: SUBDIVISION

OWNER/DEVELOPER: T. CROW, LTD.
P.O. BOX 697
FAYETTEVILLE, AR. 72701
479-521-1950

ENGINEER: CRAFTON, TULL & ASSOCIATES, INC.
901 N. 47TH STREET SUITE 200
ROGERS, AR. 72757
479-636-4838

BUILDING SETBACKS: 25' FRONT (DRAINAGE AND UTILITY EASEMENT)
20' BACK
8.0' SIDE

BENCHMARK: BM-1:
CHISELED SQUARE LOCATED AT THE SOUTHWEST CORNER OF EXISTING R.C.B.C. UNDER OLD WIRE RD., ELEVATION = 1274.55

WETLANDS: NO WETLAND AREAS WERE PREVIOUSLY MAPPED WITHIN THE PROPOSED SITE PER WETLANDS REPORT.

THIS PLAN IS FOR CONCEPT ONLY AND IS NOT INTENDED FOR USE AS A CONSTRUCTION DRAWING.

CERTIFICATE OF AUTHORIZATION — CRAFTON, TULL & ASSOCIATES, INC. No. 109 — ARKANSAS ENGINEER

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JACKSON PLACE
A PLANNED ZONNING DISTRICT
FAYETTEVILLE, ARKANSAS

Revisions
03/13/03 - PER SUBDIVISION COMMITTEE

PRELIMINARY PLAT

Drawn by: CSO — Checked by:
Job Number: 021132-00 — Contact Person: P. HAGEN
Date: 3/2003
Sheet Number: 2

Time: 4:33 pm
Scale: 1=50 (PS)
Date: 3/14/2003
Drawing Name: 021132-00\Eng\DWG\PRELIMINARY PLAT.dwg (colah)
Xrefs Used: KELSO-AR, 22X34, FAY MAP, 021132s
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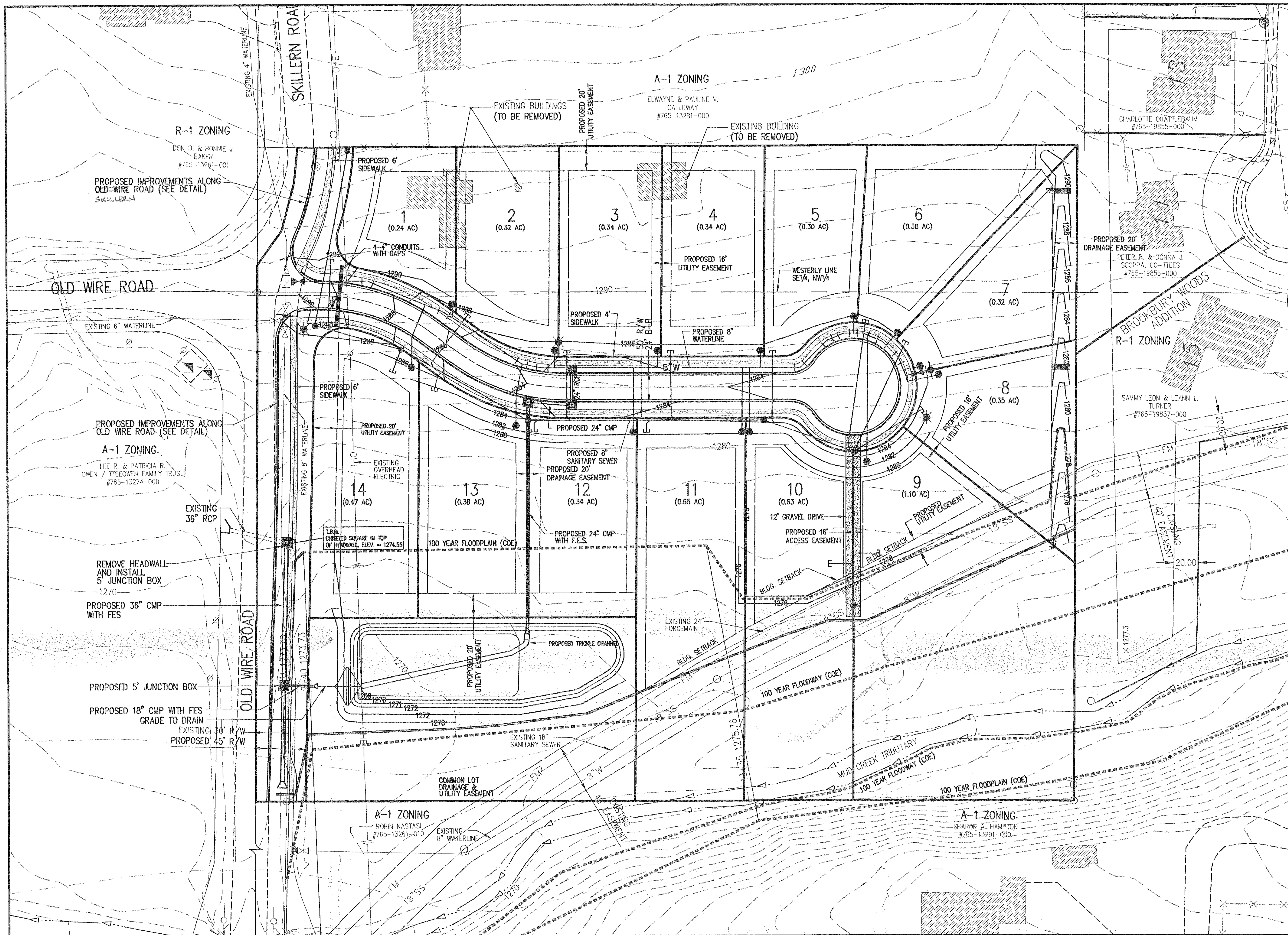

NOTES:

1. A 24-INCH WIDE STRIP OF DETECTABLE WARNING (TRUNCATED DOMES) TO BE INSTALLED AT THE BOTTOM OF THE HANDICAP RAMPS AT THE INTERSECTION OF OLD WIRE ROAD AND THE PROPOSED STREET.

2. REVEGETATION OF ALL DISTURBED AREAS SHALL BE IN ACCORDANCE WITH THE CITY OF FAYETTEVILLE'S GRADING ORDINANCE.

3. DRIVEWAY APPROACHES SHALL BE CONSTRUCTED OF PORTLAND CEMENT CONCRETE WITH A BROOM FINISH. TEXTURED, STAMPED OR EXPOSED AGGREGATE CONCRETE IS NOT ALLOWED WITHIN THE STREET RIGHT-OF-WAY. AN INSPECTION IS REQUIRED PRIOR TO CONCRETE POUR.

4. THE SOIL TYPE FOR THE SITE IS HECTOR-MOUNTAINBURG GRAVELLY, FINE SANDY LOAM.

5. DETENTION POND IS TO BE SODDED.

SILT FENCE WITHOUT WIRE SUPPORT
SILT FENCE INLET PROTECTION
STRAW BALE BARRIER

THIS PLAN IS FOR CONCEPT ONLY AND IS NOT INTENDED FOR USE AS A CONSTRUCTION DRAWING.

Time: 4:02 pm
Scale: 1=50 (PS)
Date: 3/14/2003
Drawing Name: 021132-00\Eng\DWG\SITE & GRADING.dwg (coldh)
Xrefs Used: KELSO-AR, 22X34, 021132bs, FAY MAP

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Revisions
03/13/03 – PER SUBDIVISION COMMITTEE

SITE, GRADING, AND EROSION CONTROL

Drawn by	Job Number
CSO	021132-00
Checked by	Contact Person
	P. HAGEN
Date	Sheet Number
3/2003	3