FINAL AGENDA
FOR THE
CITY COUNCIL MEETING
MAY 6, 2003

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

Downtown Dickson Enhancement Program (DDEP) - A Streetscape and Sidewalks Study presentation.

A. CONSENT: Passed

1. **Approval Of The Minutes:** Approval of the April 1, 2003 meeting minutes. Approval of the April 15, 2003 meeting minutes.

60-03
2. **Fire Department Uniforms:** A resolution awarding Bid #03-09 to NAFECO, Inc. in the amount of $32,060.14 to provide new uniforms to the existing personnel of the Fayetteville Fire Department.

61-03
3. **Score, Inc. /Soccer Uniforms:** A resolution approving the purchase of youth soccer uniforms from Score Uniforms in the amount of $26,600.00.

62-03
4. **Mobley Contractors, Inc. Old Missouri Road Contract:** A resolution awarding a construction contract to Mobley Contractors, Inc. in the amount of $1,644,402.38 for improvements to Old Missouri Road from Rolling Hills Drive to Mud Creek; approving a project contingency in the amount of $164,440.00 and approving a budget adjustment in the amount of $79,000.00 for same.

63-03
5. **University of Arkansas 20 Year Hangar Lease:** A resolution approving a lease agreement with the University of Arkansas for space at the Fayetteville Municipal Airport to construct an 80' x 120' hangar.

64-03
6. **McClelland Consulting Engineers Hangar Contract:** A resolution approving, contingent upon the execution of a lease agreement with the University of Arkansas, Task Order #1 with McClelland Consulting Engineers, Inc. for engineering services and construction observation associated with the construction of an 80' x 120' hangar at the Fayetteville Municipal Airport.

65-03
7. **Bes-Pac Waste Equipment:** A resolution awarding Bid #03-05 to Bes-Pac Waste Equipment in the amount of $200,000.00 for the purchase of new commercial compactors and drop boxes on an as needed basis.

66-03 8. **Hiring Maintenance Worker II's:** A resolution authorizing the Transportation Division to hire five (5) additional full-time temporary employees (Maintenance Worker II).

67-03 9. **Ozark Regional Transit:** A resolution approving the transfer of funds in the amount of $61,000 to the Ozark Regional Transit Authority for the purpose of enhancement and repair of the Public Transit Fleet; and approving a budget adjustment in that amount for same.

B. OLD BUSINESS:

1. **R-PZD 03-1.00 (Jackson Place): Planned Zoning District Jackson Place:** An ordinance establishing a Residential Planned Zoning District titled Jackson Place (R-PZD 03-1.00) located south of Skillern Road and east of Crossover Road; amending the official zoning map of the City of Fayetteville. The ordinance was left on the first reading at the April 15, 2003 City Council Meeting.

4480

C. NEW BUSINESS:

1. **Wilson Springs Business Park Land Sale:** A resolution to approve the real estate purchase and sale contract wherein Legacy Project LLC purchases the 289 acre I-540 Business Park site from the City of Fayetteville for 5.2 million dollars and other consideration.

68-03

2. **Wilson Springs Business Park Survey:** A resolution approving Contract Amendment #2 with McClelland Engineers, Inc. in the amount of $71,000.00 for engineering services relating to the sale of the Arkansas Business Technology Park (Wilson Springs Business Park).

69-03

3. **WHM Land Investments, Inc. Condemnation:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by WHM Land Investment, Inc. to secure the necessary land on which to construct the West Fayetteville Fire Station.

TABLED

4. **VAC 03-6.00 (Allen):** An ordinance approving VAC 03-6.00 to vacate and abandon a 43.7 sq. ft. portion of the utility easement located along the south property line of 2541 Litchfield Lane as depicted on the attached map and legal description.

4481

5. **ANX 03-2.00 (Williams):** An ordinance annexing into the City of Fayetteville Arkansas, an island containing approximately 0.57 acres located at the Northeast Corner of Mt. Comfort Road and Shiloh Drive.

4482

Left on 1st reading

6. **RZN 03-14.00 (Williams):** An ordinance rezoning that property described in rezoning petition RZN 03-14.00 as submitted by James Williams for property located at the northeast corner of Mt. Comfort Road and Shiloh Drive, Fayetteville, Arkansas from R-2, Medium Density Residential and A-1, Agricultural to C-1, Neighborhood Commercial.

4483

7. **RZN 03-15.00 (McCord):** An ordinance rezoning that property described in rezoning petition RZN 03-15.00 as submitted by James McCord on behalf of Meadows Enterprises, Inc. for property located south of Goff Farm Road and west of Dead Horse Mountain Road, Fayetteville, Arkansas containing approximately 67.47 acres, from A-1, Agricultural to R-1, Low Density Residential.

Get with Fran on publication

8. **Unified Development Code:** An ordinance repealing Title XV, Unified Development Ordinance (originally adopted by Ordinance 4100 on June 16, 1998) of the Code of Fayetteville and adopting and enacting an amended Title XV Unified Development Code. left on 1st reading

4484

9. **Banc of America Leasing Agreement Amendment 65:** An ordinance authorizing the execution and delivery of a master equipment lease/purchase agreement having a nominal principal amount of not to exceed $5,000,000 for the purpose of financing the cost of acquiring certain solid waste vehicles, carts and other equipment; and prescribing other matters relating thereto.

4485

10. **Dixie Development:** An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with Dixie Development, Inc. in an amount not to exceed $54,600.00 for the widening of approximately 1,950 linear feet of the proposed Bob Younkin Drive from 28 feet to 36 feet.

Pulled from Agenda
Owners to want change.

11. **Lazenby Apartments Park Land Dedication (money-in-lieu of):** A resolution to accept the recommendation of the Fayetteville Parks and Recreation Advisory Board to accept a cash contribution in lieu of Park Land Dedication requirement for Lazenby Apartments Large Scale Development.

Meeting of May 6, 2003

Meeting adjourned at 11:10 PM.

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

Subject: A.	Consent					
Motion By: Seconded:		L Jordan Bob Davis				
Motion To:						
	Thiel	✓				
	Cook	✓				
	Marr	✓				
	Rhoads	✓				
	Davis	✓				
	Lucas	✓				
	Jordan	✓				
	Reynolds	✓				
	Mayor Coody					

Passed

Meeting of May 6, 2003

	Subject: B1	R-PZO 03-1.00 Jackson Place				
	Motion By: / **Seconded:**	Bob Davis / L Jordan	Bob Davis / L Jordan			
	Motion To:	Second Read	Third Read	Pass		
# 1	**Thiel**	✓	✓	✓		
Old	**Cook**	✓	✓	✓		
Business	**Marr**	✓	✓	✓		
	Rhoads	✓	✓	✓		
Ordinance	**Davis**	✓	✓	✓		
Passed	**Lucas**	✓	✓	✓		
	Jordan	✓	✓	✓		
	Reynolds	✓	✓	✓		
	Mayor Coody					

Tim Conklin
Marr
Davis
Rhoads

NEW BUSINESS

	Subject: 1	Wilson Springs Business Park Land Sale				
	Motion By: / **Seconded:**	[illegible]	George Weiss	Bob Nickle	✓ FRANKENBERGER	
	Motion To:		Collins Haynes	Wayne Mayes	✓ Jim Huffman	
# 1	**Thiel**	See next page		Paul Justis	✓ Robert Farrell	
New	**Cook**			Charlie Sloan	✓ ??? Rebecca Gann	
Business	**Marr**			Dave Fulton	Bob Hill	
Resolution	**Rhoads**		(??)	Jeff Collins	✓ ?? (Bill Clodfelter / Candfidder ??)	
	Davis		(???)	Phil	✓ Bill ~~[illegible]~~ Moeller	
	Lucas			Pete Reagan	✓ Tammy Dorgese	
	Jordan			Bill Ramsey	Lynn Schaper	
	Reynolds			Don Nelms	John Curry (??)	
	Mayor Coody					

Collin Haynes
Jim Johns
Lou Weiss
Terry Easton
Sharon Davidson
At Vick
Task Force Jeff Collins?
Tom McKinney
Kimona Kelly

✓ Rob Ledford ? Steve Nickles Jim Bemis
Andrea Redwell ? Fran Alexander Melisa Terry ?
Steven ~~Boss~~ Boss Jennifer Holt Jeff Erb

Meeting of May 6, 2003

Subject: #1	Wilson Springs Business Park Land Sale				
Motion By: Seconded:		Bob Davis Shirley Lucas	Brenda T Lioneil Jordan		
Motion To:		Approve Resolution	Table Resolution		

Collins Haynes
Don Nelson

#1 New Business Resolution Passed

Thiel	N	yes		Motion to	Table failed
Cook	y	N			
Marr	y	N		Motion	Passed
Rhoads	y	N			
Davis	y	N			
Lucas	y	N			
Jordan	N	yes			
Reynolds	y	N			
Mayor Coody					

Motion to approve resolution was succeeded by motion to table.

Subject: #2	Wilson Springs Business Park Survey				
Motion By: Seconded:		Davis Reynolds			
Motion To:					

#2 New Business. Resolution passed

Thiel	✓				
Cook	✓				
Marr	✓				
Rhoads	absent				
Davis	✓				
Lucas	✓				
Jordan	✓				
Reynolds	✓				
Mayor Coody					

Meeting of May 6, 2003

#3
New Business
Resolution

Tabled

Subject: #3	WHM Land Investments, Inc. Condemnation					
Motion By: / Seconded:		Davis / Thiel				
Motion To:		Table				
	Thiel	✓				
	Cook	✓				
	Marr	✓				
	Rhoads	Absent				
	Davis	✓				
	Lucas	✓				
	Jordan	✓				
	Reynolds	✓				
	Mayor Coody					

#4
New Business
Ordinance
Passed

Tim Conklin

Subject: #4	UAC 03-6.00 (Allen)					
Motion By: / Seconded:		Jordan / Davis	Jordan / Davis			
Motion To:		2nd Read	3rd Read	Pass		
	Thiel	✓	✓	✓		
	Cook	✓	✓	✓		
	Marr	✓	✓	✓		
	Rhoads	✓	✓	✓		
	Davis	✓	✓	✓		
	Lucas	✓	✓	✓		
	Jordan	✓	✓	✓		
	Reynolds	✓	✓	✓		
	Mayor Coody					

Meeting of May 6, 2003

Subject: #5	ANX 03-2.00 (Williams)				
Motion By: Seconded:		2nd Reading	Jordan Reynolds		
Motion To:		Jordan Reynolds	3rd Read	Pass	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Marr	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Davis	✓	✓	✓	
	Lucas	✓	✓	✓	
	Jordan	✓	✓	✓	
	Reynolds	✓	✓	✓	
	Mayor Coody				

#5 New Business Ordinance Passed

Subject: #6	RZN 03-14.00 (Williams)				
Motion By: Seconded:					
Motion To:					
	Thiel				
	Cook				
	Marr	Left On First Reading			
	Rhoads				
	Davis				
	Lucas				
	Jordan				
	Reynolds				
	Mayor Coody				

#6 New Business Ordinance Leave on First Reading

Meeting of May 6, 2003

#7
New Business
Ordinance
Passed

Subject: #7	RZN 03-15-00 (McCord)					
Motion By: Seconded:		Davis / Jordan	Reynolds / Jordan			
Motion To:		2nd Read	3rd Read	Pass		
	Thiel	✓	✓	✓		
	Cook	✓	✓	✓		
	Marr	✓	✓	✓		
	Rhoads	✓	✓	✓		
	Davis	✓	✓	✓		
	Lucas	✓	✓	✓		
	Jordan	✓	✓	✓		
	Reynolds	✓	✓	✓		
	Mayor Coody					

#8
New Business
Ordinance
Leave on First Reading

Subject:	Unified Development Code					
Motion By: Seconded:						
Motion To:						
	Thiel					
	Cook	Left on First Reading				
	Marr					
	Rhoads					
	Davis					
	Lucas					
	Jordan					
	Reynolds					
	Mayor Coody					

Ward III Cleanup May 31st

Ordinance Review Meeting needs to be Scheduled after Agenda Meeting

Meeting of May 6, 2003

#9 Banc of America New Business Ordinance passed

Subject: #9	Banc of America Leasing Agreement Amendment 65					
Motion By: / **Seconded:**			Jordan / Davis	Jordan / Davis		
Motion To:		Public Hearing	2nd Read	3rd Read	Pass	
	Thiel	No Public Comments	✓	✓	✓	
	Cook		✓	✓	✓	
	Marr		✓	✓	✓	
	Rhoads		✓	✓	✓	
	Davis		✓	✓	✓	
	Lucas		✓	✓	✓	
	Jordan		✓	✓	✓	
	Reynolds		✓	✓	✓	
	Mayor Coody					

#10 New Business passed

Subject: #10	Dixie Development					
Motion By: / **Seconded:**		Jordan / Davis	Davis / Jordan			
Motion To:		2nd Read	3rd Read	Pass		
	Thiel	✓	✓	✓		
	Cook	✓	✓	✓		
	Marr	✓	✓	✓		
	Rhoads	Abstain	Abstain	Abstain		
	Davis	✓	✓	✓		
	Lucas	✓	✓	✓		
	Jordan	✓	✓	✓		
	Reynolds	✓	✓	✓		
	Mayor Coody					

Meeting of May 6, 2003

Subject: #11 LAZENBY APARTMENTS PARK LAND Dedication. (money-in-lieu)						
Motion By: Seconded:						
Motion To:						
	Thiel					
	Cook					
	Marr					
	Rhoads					
	Davis					
	Lucas					
	Jordan					
	Reynolds					
	Mayor Coody					

Pulled from Agenda

Owners want to change

dp

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

Lu Weiss

Jon Johnson — Don [illegible]

Terry Easton — George Vase

Sharon Dawson DAVISON Collins HAINES

Al Vick

LAURA KELLY

Tom McKinney

ROB LEFLAR

Andrew Radwell

STEPHEN BOSS

Steven Nichols

Fran Alexander

Jennifer M. Holt

[illegible] Jim ~~Beams~~ Bemis

Melissa Terry

Jeff Err

Steve FRANKENBERGER

Jim Huffman

Bobby Ferrell

Rebecca Garner GARNER

BOB HILL

Bill Clodfelter Clodfelter

Bill Moeller

Ken Chaney

Bob Nickle Nickle

Wayne Mays

Paul Justus 2233 Flanders Justus

Jeff Collins Collins

Bill Ramsey RAMSEY

Sent out With final Agenda..

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B. OLD BUSINESS:

1. **R-PZD 03-1.00 (Jackson Place): Planned Zoning District Jackson Place:** An ordinance establishing a Residential Planned Zoning District titled Jackson Place (R-PZD 03-1.00) located south of Skillern Road and east of Crossover Road; amending the official zoning map of the City of Fayetteville. The ordinance was left on the first reading at the April 15, 2003 City Council Meeting.

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6. **RZN 03-14.00 (Williams):** An ordinance rezoning that property described in rezoning petition RZN 03-14.00 as submitted by James Williams for property located at the northeast corner of Mt. Comfort Road and Shiloh Drive, Fayetteville, Arkansas from R-2, Medium Density Residential and A-1, Agricultural to C-1, Neighborhood Commercial.

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11. **Lazenby Apartments Park Land Dedication (money-in-lieu of):** A resolution to accept the recommendation of the Fayetteville Parks and Recreation Advisory Board to accept a cash contribution in lieu of Park Land Dedication requirement for Lazenby Apartments Large Scale Development.

MINUTES OF A MEETING OF THE CITY COUNCIL APRIL 15, 2003

A meeting of the Fayetteville City Council was 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.

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

Alderman Reynolds was absent.

Mayor Coody read the Earth Day Proclamation

Alderman Davis moved to add two items to the new business section of the agenda, a Juvenile Accountability Incentive Block Grant and a Drug Law Enforcement Grant. Alderman Jordan seconded. Upon roll call the motion passed unanimously.

CONSENT:

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

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.

RESOLUTION 47-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

RESOLUTION 48-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

RESOLUTION 49-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

RESOLUTION 50-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

RESOLUTION 51-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

Alderman Thiel had a correction to the March 18, 2003 minutes. She requested the minutes be amended.

RESOLUTION 52-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Thiel asked for a correction to the March 18, 2003 minutes.

Alderman Davis asked to pull the April 1, 2003 minutes; he did not have a chance to read them.

Alderman Marr moved to approve the Consent Agenda as read with the amendments as stated above. Alderman Jordan seconded. Upon roll call the motion carried unanimously.

OLD BUSINESS:

Compactor and Dropbox Business Expansion: A resolution approving a budget adjustment 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.

Alderman Thiel moved to table indefinitely. Alderman Marr seconded. Upon roll call the motion to table indefinitely 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 March 18, 2003 City Council meeting.

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

Alderman Davis moved to table indefinitely. Alderman Marr seconded. Upon roll call the motion to table indefinitely passed unanimously.

NEW BUSINESS:

R-PZD 03-1.00 (Jackson Place): Planned Zoning District Jackson Place: An ordinance establishing a Residential Planned Zoning District titled Jackson Place (R-PZD 03-1.00) located south of Skillern Road and east of Crossover Road; amending the official zoning map of the City of Fayetteville.

Mr. Williams read the ordinance.

THE ORDINANCE WAS LEFT ON THE FIRST READING.

VAC 03-4.00 (Bencore): 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.

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

Alderman Thiel voiced her support of this ordinance.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4477 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

Mayor Coody opened a Public Hearing to hear the raze and removal of 1233 S. Washington Avenue.

Hugh Earnest, Chief Administrative Officer presented a slide presentation on the property.

City Attorney, Kit Williams asked if either of these houses are being lived in.

Mr. Earnest answered no.

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

RESOLUTION 53-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

Mayor Coody opened a Public Hearing to hear the raze and removal of 525 S. Lytton Avenue.

Alderman Jordan moved to approve the resolution. Alderman Lucas seconded. Upon roll call the motion passed unanimously.

RESOLUTION 54-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

Mr. Williams read the ordinance.

Alderman Marr stated he was on the RFP Selection Committee and he thinks it is a great financing option to us.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4478 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

Chris Bosch, Fire Chief gave a presentation on the condition of the present equipment, replacement of present equipment, apparatus down time, price controlling, proactive preventive maintenance program and the maintenance cost on the current apparatus.

Mayor Coody said if this bid waiver is approved we can still go out for bids in the future.

Chief Bosch said the average age of our fleet today is seven years and the average life span of a front line apparatus is 5-7 years. The benefit of this resolution is the initiation of a standardized fleet, reduction of maintenance cost, reduction of apparatus down time and improvement of our service delivery. The additional benefits are increased availability of reserve apparatus, reduction of the insurance service offices fire defensive rating as based on the quality of your reserve and first line fleet, and it will assist the fire department in achieving some of the Council's guiding principles.

Alderman Rhoads asked about the down time and how it rates with other cities similar to our size.

Chief Bosch said he did not have that information but he can get it.

Alderman Rhoads asked the request to waive the bid process why can't you bid all the equipment out in the aggregate and therefore have several companies give you the same program.

Chief Bosch said we did go out for bid the bid specifications were sent out to the four major single component manufacturers across the country. There are four primary sole source manufacturers and we bid with all four of them.

Alderman Jordan said if we are going to continue to grow this city we have to build the infrastructure to match that growth. We have to provide proper public safety in this city. I think the equipment that has been bought in the past probably has not been as top grade as we are proposing to buy and I think that is going to save us money in the long run.

Alderman Jordan thanked the Fire Department and the Police Department for the response to a fire in his neighborhood. The fire truck responded within two minutes and they saved that structure.

Alderman Jordan moved to approve the resolution. Alderman Lucas seconded. Upon roll call the motion passed unanimously.

RESOLUTION 55-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

Mr. Williams read the ordinance.

Alderman Davis said when you read this it gives the impression that for 15 years we can not have anyone else bid our fire apparatus, is that correct.

Chief Bosch said what this does is it allows us to work collectively with Leeco and Emergency One so when we need a fire apparatus we can pick up the phone and call them without bidding. Council will have the final approval. We are trying to maintain consistency in our fleet. We retain the right if need be to go out for bid.

Alderman Jordan said so we are not locked in.

Chief Bosch said that is correct.

Alderman Rhoads asked what is the significance of the 15 years.

Chief Bosch said the 15 years establishes a long term working agreement between the City and the vendor. It also reduces the need to draft specifications every time we go out for a new purchase. It also helps us to maintain warranty and working relationships.

Alderman Marr asked what is the rational behind the 15 years or staying with the vendor, is it to accomplish the consistency in equipment purchase? When this originally went out for request for proposal, were all of the suppliers made aware that we were looking at a long term replacement of our entire fleet.

Chief Bosch answered yes to both questions.

Alderman Davis said we will put the responsibility on the Chief to make sure that in the event that these individuals are beginning to get out of sink with what the actual cost is, per fire apparatus, to make sure the tax payers are not paying too much for equipment.

Chief Bosch said that is why we plugged in a cost control mechanism. If we maintain this long term purchasing agreement with them we will have a mechanism for controlling those cost, so that we don't get caught up in the market and the cost increase that can come when jumping from vendor to vendor.

Alderman Jordan said so if anything gets out of wack you can rein it in.

Alderman Rhoads said so after year one, if we decide we are not happy we can walk away.

Chief Bosch said we retain the right to write a letter and let them know that we are not happy with the process and then we can come back to Council to let them know we are not happy and what we think we need to do at that time and then we can step away.

The only people we are committed to is the leasing company, because it is a five year leasing plan, but with the vendor no.

Alderman Rhoads said would you have to use the leasing company for new equipment.

Chief Bosch said yes.

Steve Davis, Finance & Internal Services Director said the 15 year procurement cycle program is a bid waiver that is valid for a 15 year time period, neither Lecco or Emergency One has asked us to sign anything. This just gives us the ability to not have to competitively bid future fire apparatus. If the future equipment purchases exceed the inflation amount excluding changes made by National Fire Standards, we would be in a position to negotiate that price back down or go to an alternate vendor.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4479 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

Alderman Davis asked why we didn't look at the Paul Noland plant.

Greg Boettcher, Water and Wastewater Director said the part that is adjacent to Fox Hunter Road is taken up by flood plain. There is a lot of ground on the other side of the White River, in looking at the site, although we have a lot of land the distance from the center part of town, the distance from our fleet operations where we have to have our equipment serviced, the driving times and traveling times we think it would be very inconvenient and it would slow responses.

There are no sanitary sewer services on the far side of the White River. We feel although there is an abundance of ground it would be very inconvenient for the operations to be that far east on that property.

Alderman Marr asked how would we fund the raze and removal or cleanup of the current site.

Mr. Boettcher said we would budget the raze and removal to take that building down when we see the route of that site. It would probably be the first part of 2006 before we would do that. We would certainly budget to clean the site up because we wouldn't want it to be an eye sore or worse than it is now.

Alderman Thiel said we may be able to sell that property with the buyers cleaning it up, so it may be something we would not have to bear the cost for.

Jeff Erf, a Fayetteville resident said he had a concern about the land in the Industrial Park. It is land that we wouldn't be collecting tax from and there wouldn't be any businesses out there hiring employees and generating tax dollars for the City of Fayetteville. Have you considered the impact of tying up that land for city use rather than for profit use?

Mayor Coody said the location out there is advantageous for this use because it is next to existing city buildings and this would help consolidate our operations. It is a good central location with easy access.

Mr. Boettcher said the property on Cato Springs could be freed for a higher and better use that might cancel out the other. The Fayetteville Water and Wastewater operations is a 15 million dollar a year business with 70 employees and I think finding a suitable home for them is equally important.

Mr. Erf asked if the $105,000 from the Gulley Road property is going to be used to fund the transaction.

Steve Davis, Finance & Internal Services Director said we are giving up, out of the Water and Sewer Fund, $1,116,000 worth of real estate and the General Fund is selling the Water and Sewer Fund $1,221.000. The difference will be taken out of the cash reserves that the Water and Sewer Fund has. We have not closed on the sale with Ozarks Electric so that money is not money that we are transferring over.

Mr. Erf asked is the total project over $4 million for the building, land preparation and utilities.

Mr. Boettcher said the current budget for the project is $3.25 million for the construction and professional fees. The rest is trading land equities.

Mr. Erf said we are selling it to ourselves rather than to a business so that is an opportunity lost.

Mayor Coody said we are also putting land into circulation that is not in circulation that probably has a higher value to it.

Mr. Erf said I went through the 2002 CIP and I couldn't find any mention of the operations center.

Mr. Davis said this was originally planned in the 1992 CIP as a potential project and was funded in 1997 and has been postponed many times since then as a carry forward project.

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

RESOLUTION 56-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

Alderman Jordan moved to approve the resolution. Alderman Lucas seconded. Upon roll call the motion passed unanimously.

RESOLUTION 57-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

The following two items were added to the agenda at the beginning of the Council meeting.

Juvenile Accountability Incentive Block Grant: A resolution authorizing the Fayetteville Police Department to apply for and accept a 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, software and training to conduct threat assessments for the school population.

Rick Hoyt, Chief of Police gave the Council information on the grant. Chief Hoyt said we have money in our 2003 budget to match this; it is a 10% match.

Alderman Jordan moved to approve the resolution. Alderman Marr seconded. Upon roll call the motion passed unanimously.

RESOLUTION 58-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Edward Byrne State and Local Law Enforcement Assistance: A resolution authorizing the Fayetteville Police Department to apply for an Edward Byrne State and Local Law Enforcement Assistance and formula grant from U.S. Department of Justice to assist in funding the Fourth Judicial District Drug Task Force.

Chief Hoyt said we have had a drug grant since 1991, we are the lead agency in this area, we manage the grant, and there are others that participate in the drug grant. This is a 75/25 matching grant and we have the matching share in our budget.

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

RESOLUTION 59-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Cook challenged folks to pick up trash; he is going to pick up trash as he walks to the Council meetings for next few meetings. He will bring the trash collected to the Council meeting to see how much is collected.

There will be a ribbon cutting at the new hangar tomorrow afternoon at the airport

Meeting adjourned at 7:10 PM

#5 Consent

RESOLUTION NO. ______

A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE UNIVERSITY OF ARKANSAS FOR SPACE AT THE FAYETTEVILLE MUNICIPAL AIRPORT TO CONSTRUCT AN 80' x 120' HANGAR; AND DESIGNATING THE DISPOSITION OF THE LEASE PROCEEDS.

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 a Lease Agreement with The University of Arkansas for space at the Fayetteville Municipal Airport to construct an 80' x 120' hangar. A copy of the Lease Agreement marked Exhibit "A" is attached hereto and made a part hereof.

Section 2. That the proceeds of the Lease Agreement shall be returned to the Economic Development Capital Improvements Fund, less one half percent (½%) to the Airport Fund for facility maintenance.

PASSED and **APPROVED** this 6th day of May 2003.

APPROVED:

By: ______________________
DAN COODY, Mayor

ATTEST:

By: ______________________
SONDRA SMITH, City Clerk

#6 Consent

RESOLUTION NO. ______

A RESOLUTION APPROVING, CONTINGENT UPON THE EXECUTION OF A LEASE AGREEMENT WITH THE UNIVERSITY OF ARKANSAS, TASK ORDER NO. 1 WITH McCLELLAND CONSULTING ENGINEERS, INC. FOR ENGINEERING SERVICES AND CONSTRUCTION OBSERVATION ASSOCIATED WITH THE CONSTRUCTION OF AN 80′ x 120′ HANGAR AT THE FAYETTEVILLE MUNICIPAL AIRPORT.

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, contingent upon the execution of a Ground Lease with the University of Arkansas, Task Order No. 1 with McClelland Consulting Engineers for engineering services and construction observation associated with the construction of an 80′ x 120′ hangar at the Fayetteville Municipal Airport.

PASSED and **APPROVED** this 6th day of [illegible], 2003.

APPROVED:

By: ______________________________
DAN COODY, Mayor

ATTEST:

By: ______________________________
SONDRA SMITH, City Clerk

#1 New Business

APPRAISAL REPORT

CITY OF FAYETTEVILLE
I-540 Business & Technology Park
Fayetteville, AR

BY

The Real Estate Consultants
118 N. East Ave.
Fayetteville, AR 72701

SUMMARY OF SALIENT FACTS & CONCLUSIONS

Property Type:	Development Land Proposed Business and Technology Park
Date of the Appraisal:	Opinions set forth in this appraisal are stated as of July 1, 2002. The effective date for Case "1" is the date of this report, July 1, 2002. The effective date for Case "2" is the date of anticipated completion of the proposed improvements, which is estimated to be June 1, 2003.
Location:	North of Moore Lane, West of Shiloh Dr. and East of Deane Soloman Road, Northwest Fayetteville, Washington County, AR
Zoning:	Currently Zoned Light Industrial (I-1) Proposed Zoning of C-2, R-O, and I-1
Total Site Size:	Case #1- Appx 146 Acres Case #2- Appx 38 Acres
Utilities:	All Municipal utilities are available Fiber Optic Phone Lines
Flood Data:	Located in a FEMA identified flood area. Per map #05143C0083D & 84D, as of 07/21/99
Highest and Best Use:	Commercial and Multi-Family Residential Development

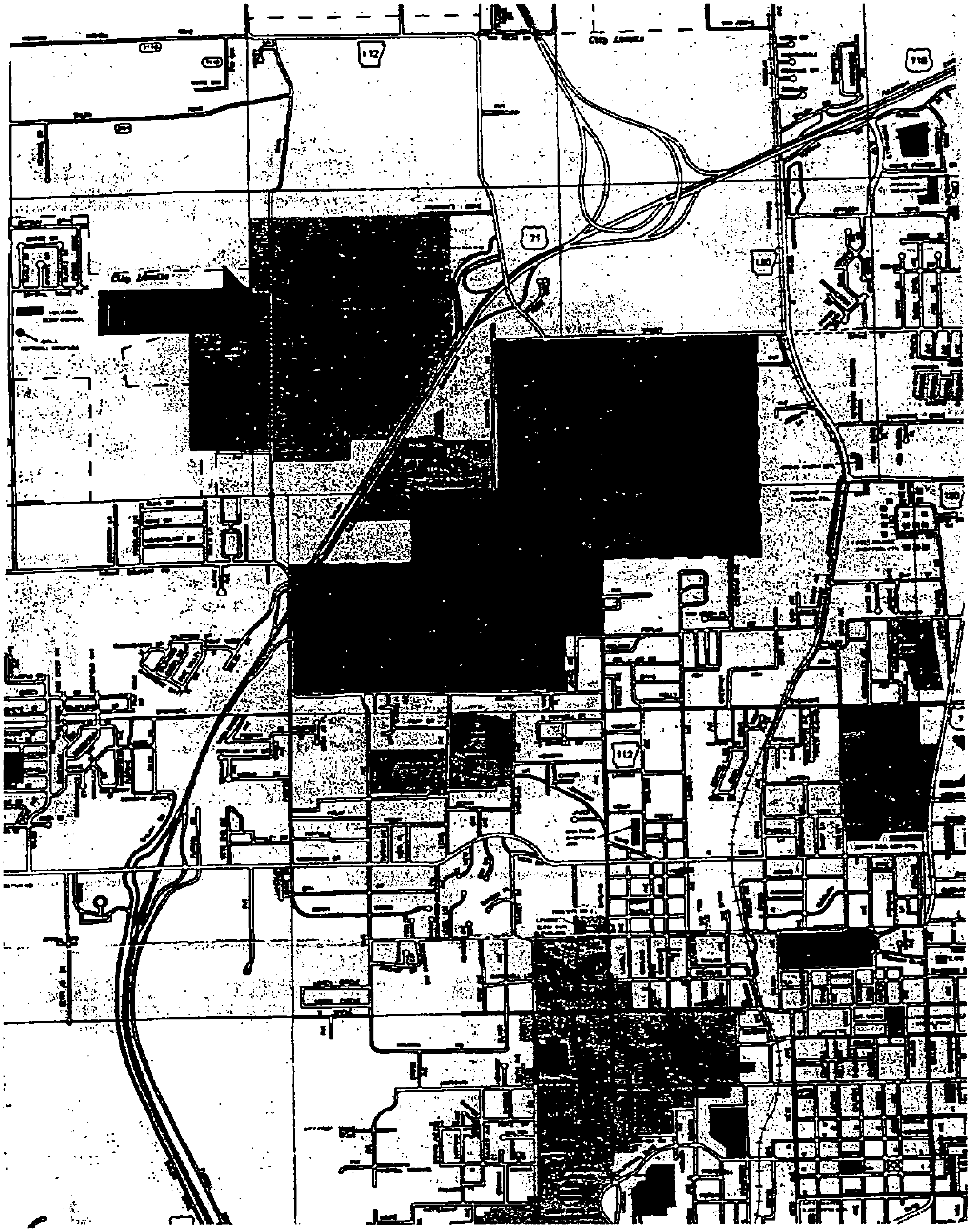
Value Indications:

Case "1"	**Market Data Approach**	**$2,900,000**
Final Value Estimate		**$2,900,000**
Case "2"	**Cost Approach**	**$4,200,000**
	Subdivision Analysis Method	**$3,700,000**
Final Market Value Estimate		**$3,900,000**
Final Value In Use Value Estimate		**$5,100,000**

Note: This appraisal report has been prepared for the exclusive benefit of *The City of Fayetteville*. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report without the preparer's written permission, does so at their own risk. This report is considered ***a complete summary appraisal report.***

The value stated in this report for Case #2 assumes completion of proposed subdivision Phase I in a good workmanlike manner. Values are based upon market conditions at the time of the appraisal. The appraiser cannot be held responsible for changes in market conditions between the time of the appraisal and the actual completion of the project that may change the conclusions reached in this report.

LOCATION MAP



CORRELATION, ANALYSIS & CONCLUSION

The Market Data Approach was utilized to value the subject, as it currently exists, per Case #1. The Cost Approach and Subdivision Analysis Method were used to estimate the prospective Market Value and Value-in-Use of the subject as proposed per Case #2. These approaches resulted in the following indicated values:

CASE #1: MARKET VALUE DETERMINATION

Market Data Approach-	$2,900,000
Cost Approach	NA
Income Approach	NA

CASE #2: MARKET VALUE DETERMINATION:

Cost Approach-	$4,200,000
S/D Analysis Method-	$3,700,000

VALUE IN USE DETERMINATION:

Subdivision Analysis Method	$5,100,000

It is the appraiser's opinion that an adequate amount of Market Data was available to obtain a reliable value estimate for the subject site as it is now developed. A sufficient amount of recent undeveloped land sales activity has occurred in the general vicinity of the subject and along the Hwy. 540 corridor. The appraiser has included and analyzed a number of these sales in this report. These sales are considered reliable and do indicate the prices being paid for similar-use development land in the City of Fayetteville and the NW Arkansas market area. Consequently, the value estimate indicated under the Market Data Approach is considered to reliable in the valuation of the site as it now exists. This was the only applicable appraisal approach to the valuation of the 146 acre site as presently developed (Case #1).

In estimating the value of the proposed Business and Technology Park (Case #2), two appraisal approaches were deemed applicable, the Cost Approach and Subdivision Analysis Method. The value estimate indicated by the Cost Approach is considered reliable. No depreciation was noted due to proposed nature of the subject subdivision improvements. This approach best reflects the principal of substitution in the market place. However, the subject site characteristics cause increased development costs that may not be recoverable in the marketplace.

The Subdivision Analysis Method also indicates a reliable value estimate based upon the subject property's capacity to generate income through lot/tract sales. This method bases its value estimate upon the potential tract sales over the anticipated sell-out period and conversion of future net income to present value. By converting the estimated income stream to present value, the appraiser has obtained a value estimate that reflects the value a prudent developer/investor would place on the property. The value indicated by this approach is based upon a conservative 5-year sell-out period. On the other hand, the appraiser has used land values in the upper end of the value spectrum, which would reflect values over this anticipated sell out period. In determining the **Market Value** of the proposed development, this method discounts future net sales proceeds to present value using a *20% discount factor*, resulting in a value estimate lower than might otherwise be the case if a lower discount factor was used. Furthermore, a good amount of competing locations should be anticipated in the coming years. Consequently, profit margins could shrink in the future due to longer holding and sell-out periods.

In determining the **Value in Use** of the proposed development, this method discounts future net sales proceeds to present value using only a *5% discount factor*, resulting in a value estimate higher than might otherwise be the case if a higher discount factor was used. The City of Fayetteville has unique needs and purposes and will receive different benefits from this project than would a typical investor/developer in the marketplace. Hence, it was felt that the City would not have a profit motive and could also raise funds if necessary at much lower rates than private individuals; consequently, a lower discount rate was justified.

The approaches have resulted in value estimates within a reasonable range for this type of property and development.

Therefore, based upon the data collected and analyzed within this report and the preceding discussion it is the considered opinion of this appraiser that the Fair Market Value of the subject property, as currently improved, and the prospective Market Value of the proposed developments, as of the expected completion date of September 1, 2003, is expected to be as follows:

CASE #1: 146 ACRES AS CURRENTLY DEVELOPED

Market Value - $2,900,000

CASE #2: FULL DEVELOPMENT OF 38 ACRES PHASE I

Market Value - $3,900,000

Value in Use - $5,100,000

1 New Business

Associated Appraisers, Inc.

FAYETTEVILLE RESEARCH & TECHNOLOGY PARK
MOORE LANE AND NTH SHILOH DRIVE
FAYETTEVILLE, ARKANSAS

Prepared By:

ASSOCIATED APPRAISERS, INC.
555 E.J. Ball Plaza
Fayetteville, Arkansas 72701
(501) 521-2717

Associated Appraisers, Inc.

REAL ESTATE APPRAISERS & CONSULTANTS

555 FIRST PLACE
FAYETTEVILLE, AR 72701
501/521-2717
FAX 501/521-2718

KEITH L. SCHULTZ
PRESIDENT

April 21, 2001

Mr. Edward Connell, Land Agent
City of Fayetteville, AR
113 West Mountain
Fayetteville, AR 72701

Re: Fayetteville Research & Technology Park
Moore Lane and Shiloh Drive
Fayetteville, AR

Dear Mr. Connell:

Pursuant to your request, an appraisal of the above has been completed and I submit my estimate of value.

I am enclosing a report which describes in detail my method of approach and contains data gathered during my investigation. In my opinion, the estimated market value as defined herein, of the subject property as April 10, 2001 was as follows:

ONE MILLION THREE HUNDRED TWENTY ONE THOUSAND DOLLARS

The foregoing opinion of value is subject to the assumptions, limitations, and comments appearing in the report following this certification of value, which report is made a part hereof, and more fully develops in detail the factual evidence and reasoning supporting the conclusions found.

No responsibility has been assumed for matters which are legal in nature, nor has any opinion on title been rendered. This appraisal is made assuming a marketable title. Liens and encumbrances, if any, have been disregarded and the property appraised as though free of indebtedness.

#9 New Business

STAFF REVIEW FORM

XX AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

Residential Solid Waste V
Lease Agreement
Amendment 65

For the Fayetteville City Council Meeting of: ~~April 15, 2003~~ May 6, 2003 Des

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. An Ordinance 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: N/A Budgeted Item ____ Budget Adjustment Attached

[signature]	4.25.03
Budget Manager	Date

CONTRACT/GRANT/LEASE REVIEW:

Marsha Farthing	4/28/03	Danny Smith	4/25/03
Accounting Manager	Date	Internal Auditor	Date
[signature]	4/25/03		
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
Steve Davis	4-1-03
Finance & Internal Services Dir.	Date
Hugh Earnest	4-1-03
Chief Administrative Officer	Date
Dan Coody	4/1/03
Mayor	Date

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

I am assuming Costs in the ordinance would be of a Value to be a Capital asset. Has the interest rate Changed since we are passed the 30 days the original rate was proposed?

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT HAVING A NOMINAL PRINCIPAL AMOUNT OF NOT TO EXCEED $5,000,000 FOR THE PURPOSE OF FINANCING THE COST OF ACQUIRING CERTAIN SOLID WASTE VEHICLES, CARTS AND OTHER EQUIPMENT; AND PRESCRIBING OTHER MATTERS RELATING THERETO

WHEREAS, the City Council of the City of Fayetteville, Arkansas (the "City") has determined that there is a great need for a mechanism to finance the costs of acquisition of certain solid waste vehicles, carts and related equipment to benefit the residents of the City (the "Improvements"); and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution of the State of Arkansas ("Amendment 65") and the Local Government Capital Improvement Revenue Bond Act of 1985, codified as Arkansas Code Annotated (1998 Repl.) Sections 14-164-401 *et seq.* (as from time to time amended, the "Act"), to enter into certain short-term lease/purchase arrangements to finance the costs of various capital improvements such as those comprising the Improvements, which lease obligations shall constitute special obligations of the City under Amendment 65 and the Act; and

WHEREAS, the City has made arrangements for the entry into a Master Equipment Lease/Purchase Agreement (the "Lease/Purchase Agreement") with Banc of America Leasing & Capital, LLC, a Delaware limited liability company (the "Lessor"), 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, including particularly Amendment 65 and the Act, and in order to finance the acquisition of the Improvements, 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 the Lessor. The Lease/Purchase Agreement is hereby approved in substantially the form submitted to this meeting. The Mayor is hereby authorized to confer with the Lessor 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.

(Advice is given that a copy of the Lease/Purchase Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 2. The nominal principal amount of the Lease/Purchase Agreement may not exceed $5,000,000 in the aggregate 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 65.

Section 3. It is affirmed that, pursuant to Amendment 65 and the Act, the payment obligations of the City under the Lease/Purchase Agreement shall not constitute general obligations of the City, but shall be special obligations, secured by and payable from the receipts of the City's solid waste fees and charges. The payment obligations shall additionally be secured by a security interest in the Improvements as provided in the Lease/Purchase Agreement.

Section 4. 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 5. 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 6. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this the 6th day of May, 2003.

APPROVED:

DRAFT

DAN COODY, Mayor

ATTEST:

SONDRA SMITH, City Clerk

11 New Business

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT THE RECOMMENDATION OF THE FAYETTEVILLE PARKS AND RECREATION ADVISORY BOARD TO ACCEPT A CASH CONTRIBUTION IN LIEU OF PARK LAND DEDICATION REQUIREMENT FOR LAZENBY APARTMENTS LARGE SCALE DEVELOPMENT

WHEREAS, the developer of Lazenby Apartments has agreed to contribute and the Parks and Recreation Advisory Board has recommended the City accept $62,880.00 in lieu of a park land dedication of 2.72 acres.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby accepts the recommendation of the Fayetteville Parks and Recreation Advisory Board to accept a cash contribution of $62,880.00 in lieu of park land dedication from Lazenby Apartments pursuant to the Unified Development Ordinance §166.03 K.

PASSED and **APPROVED** this the 6th day of May, 2003.

APPROVED:

By: ______________________________
DAN COODY, Mayor

ATTEST:

By: ______________________________
Sondra Smith, City Clerk

Consent #, pulled rest mtg

MINUTES OF A MEETING OF THE CITY COUNCIL MEETING APRIL 1, 2003

A meeting of the Fayetteville City Council was held on April 1, 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, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

CONSENT:

NOMINATING COMMITTEE REPORT

APPROVAL OF NANCY L. BOLIN TO THE FAYETTEVILLE HOUSING AUTHORITY BOARD

APPROVAL OF NEAL CRAWFORD TO THE ADVERTISING AND PROMOTION COMMISSION

Alderman Marr gave a report from the nominating committee as to their selection from the applicants to fill the vacancies on the Board's and Committee's. A copy of the Nominating Committee report is attached.

Alderman Davis moved to approve the nominating committee report. Alderman Jordan seconded. Upon roll call the motion passed unanimously.

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

Due to the Aldermen not having time to review the March 18, 2003 minutes, they will be approved at the April 15, 2003 meeting.

MUSEUM OF NORTHWEST ARKANSAS: A resolution to support the application of The Museum of Northwest Arkansas for formal affiliation with The Smithsonian Institution.

RESOLUTION 41-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

KUTAK ROCK, LLP AGREEMENT: A resolution to approve a bond counsel agreement with Kutak Rock, LLP.

RESOLUTION 42-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK

STEPHEN'S, INC: A resolution to approve a bond underwriting agreement with Stephen's, Inc. for bond underwriting services of the Town Center bond issue refinancing if advisable.

RESOLUTION 43-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK

WITTENBERG, DELONY & DAVIDSON CONTRACT: A resolution to approve an architect contract with Wittenberg, Delony & Davidson in a not to exceed amount of $83,700.00 to design, complete the large scale development process and supervise construction of Fire Station Number 7 (West Side).

RESOLUTION 44-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK

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

OLD BUSINESS:

BUDGET ROLL-FORWARD: A resolution to approve the budget adjustment for various capital projects to be re-budgeted from the 2002 budget to the 2003 budget. This part of the budget was not considered at the March 4, 2003 City Council meeting.

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

RESOLUTION 45-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK

RZN 03-6.00 (Brophy): An ordinance rezoning that property described in rezoning petition RZN 03-6.00: rezoning (Brophy, PP 291) as submitted by Bill Rudasill on behalf of Ralph Brophy for a parcel containing approximately 1.65 acres located north of Township and east of Highway 71B, Fayetteville, Arkansas from C-2, Thoroughfare Commercial to R-3, High Density Residential. The ordinance was left on the second reading at the March 18, 2003 City Council meeting.

Alderman Thiel asked Mr. Rudasill the possibility of rezoning the property to R-2 rather than R-3.

Mr. Rudasill said that was fine with him.

Dawn Warrick with the Planning department said they would be able to process the development for duplexes on the entire property with it being split zoned as long as both of the districts permit what is being requested.

Alderman Reynolds asked how long it was going to take for Mr. Rudasill to get this project through now.

Ms. Warrick said approximately 35 days depending on the type of project.

Alderman Reynolds asked Mr. Rudasill if he had talked this over with Mr. Brophy.

Mr. Rudasill said the Mr. Brophy is trying to sell the property and the commercial zone that cuts through the residential has been a problem with presenting this property for sale. This will allow him to proceed to present this property to a potential developer.

Alderman Reynolds said so you have been authorized by Mr. Brophy to make these changes.

Mr. Rudasill said yes.

Alderman Davis said with R-3 density he can have 40 units per acre and going to an R-2 will decrease the density to a maximum of 24 units per acre.

Ms. Warrick said that was correct.

Alderman Davis moved to amend the ordinance from an R-3 to an R-2 and to suspend the rules and go to the third and final reading. Alderman Marr seconded. Upon roll call the motion passed unanimously.

Mr. Williams said he would read the entire ordinance because of the amendment.

Mr. Williams read the ordinance.

Alderman Marr thanked the applicant.

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

ORDINANCE 4471 AS RECORED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS:

MOUNT SEQUOYAH: A resolution to approve the offer and acceptance contract between the City of Fayetteville and Mount Sequoyah Assembly, Inc. for the purchase of about 67 acres of land for $1,300,000.00 and a budget adjustment in the amount of $600,000.00 as first year's payment.

Dr. Pete Heinzelmann spoke on behalf of purchasing Mount Sequoyah. The Fayetteville National Heritage Association has received over $18,000.00 in contributions to donate towards the purchase of Mount Sequoyah. The National Heritage Association is pledging to raise $300,000.00 over the next two years to be given to the City to help pay for Mount Sequoyah and to secure a conservation easement on this property so that it will remain preserved in its natural state. We are presenting $15,000.00 now as the first installment of this pledge. We are also pursuing grants for this project. The Fayetteville National Heritage Association also wants to work in partnership with the City, other citizens and business groups in Fayetteville to promote the identification and preservation of other areas of our national heritage. We feel it is important to develop a long range plan for carrying out this preservation effort. By saving Mount Sequoyah today we are making a tremendous investment in our future, by both preserving the woods and also by starting the process to preserve other valuable parts of Fayetteville's national heritage.

Mayor Coody thanked Dr. Heinzelmann for the work and the fund raising effort.

Alderman Davis said he would have to abstain from voting on this issue, he is on the Board of Directors for Mount Sequoyah Assembly.

Alderman Lucas said she was glad to hear than the money that is raised is going to come to the City.

Alderman Jordan said he would like to hear from the Ward I Aldermen.

Alderman Reynolds said he had a phone call from a lady that belongs to the Methodist Church her concern was why the Methodist Church is giving up this land. She was also concerned that since the City gave this land to the Methodist that the Methodist should give it back to the City in good faith without a price tag.

Mayor Coody said Charles Wallace could answer the debt structuring question. Mayor Coody said he did not believe that the City of Fayetteville gave the land to the church, he thinks it was deeded to the church by some of the City fathers privately back some time ago.

Mr. Williams said he believes that is correct. Individuals that were leading citizens of Fayetteville donated it not the City government itself. They were doing it in the name of Fayetteville.

Mayor Coody said the question about Mount Sequoyah needing the money is a question for the Mount Sequoyah staff. Mayor Coody asked Dr. Wallace if he could address the issue.

Mr. Charles Wallace, president and CEO of Mount Sequoyah asked what is the question.

Alderman Reynolds said why are the Methodist selling this property rather than gathering the money from the Methodist from the Southwestern United States and paying the debt and keeping the land for the church.

Mr. Wallace said we are carrying some old debts that have been around for a lot of years; in the last two years our trustees have assessed our assets looking toward the future as to how we can best use those assets. The acreage we speak about is one of the assets for which we do not have an immediate plan. We are pleased with the idea that this might be a win/win situation. We can use the money to pay off some debts and move forward. We are pleased with the idea that the property would still be assessable, available, conserved and natural for the public.

Alderman Reynolds thanked Dr. Wallace. He said seeing no opposition he was surprised because he had had phone calls to that affect.
Alderman Thiel said she is excited about the private/public partnerships that are being created here and that the National Heritage Association is committed to funding a major portion of this purchase. The property owners that adjoin this preserve want to buy areas by their back yards to place in conservation easements, that is a good partnership with the community and with this organization. I think we need to continue to seek these kinds of partnerships with organizations and individuals. I think this is a way we can continue to preserve areas of natural beauty and still remain an economically viable community. There is a lot of support for this and I certainly want to maintain this area as it is for our future generations.

Alderman Marr said at the agenda session one of the items that came up was in the staff presentation of how the initial down payment would be made included an allocation of monies remaining from the tree settlement of approximately $174,000.00. The Trees and Trails Task Force asked that this money be removed from the itemization of the down payment. I would like some clarification from Steve or the Mayor on how we replaced that money in our initial down payment and if there has been any further discussion of the Task Force on future criteria of applying any of that money towards this.

Mayor Coody said we would like to make this a land for land swap.

Steve Davis said staff went back to the capital projects that were cancelled that were on the roll forward list and identified approximately $185,000.00 and removed any reference to the Tree and Trail Task Force funding for this project. The money was taken from the budget planning software and the employee parking lot. Both projects combined were about $297,000.00.

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Mayor Coody said yes we have looked at that. While we are hopeful and optimistic that the Heritage Association will be able to raise the funds we know that we can't sign the contract and just hope for the best, so we are planning. When the Heritage Committee comes up with the money the City can sell them the conservation easement to the property. We can not give that away, at that time we would dedicate back the conversation easement to make sure that future government could not decide to sell it. We have five years to pay this out at 3% interest and we are collecting 4% on our investments so we will be bringing in more than we would be paying out in interest.

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Fran Alexander asked about money that is to be land swapped from the Water and Sewer Fund, it was mentioned property on Highway 45, I believe that is the 13 acres.

Alderman Thiel said that is in the Water and Sewer Fund and cannot be put into the General Fund.

Ms. Alexander said would this land be sold to pay for the debt we now have.

Mr. Davis said we are talking about an agenda item that is two weeks in the future. The 13 acres is the land that the City tried to sell in 2001 that the citizens said we do not want it sold, so the City Council said we are not going to sell it. That property is Water and Sewer Fund property and we are swapping that acreage for acreage that Water and Sewer can use in the Industrial Park. The 13 acres is not being sold, it is not up for sale, unless City Council decides it is going to be up for sale at some point in time. We are going to swap approximately 61 acres of Industrial Park property that is in the General Fund. General Fund will purchase from the Water and Sewer Fund the approximately 20 acres on Cato Springs and the approximately 14 acres that is on 45 East. There is a difference of approximately $105,000.00 between those two acreage values that Water and Sewer Fund will pay the General Fund.

Ms. Alexander wanted to remind the Council that the citizens came forward to save that 13 acres and Mr. Coody said that in his administration it would not come up for sale. A swap is fine, but that 13 acres is under protection.

Alderman Jordan asked if we purchase this land tonight are we going to make it a City park or is it just going to be tree preservation.

Mayor Coody said it has trails on it, his vision would be that we would be able to use it as part of a low impact nature area with trails, perhaps a place to sit and enjoy a great view, maybe a few parking places on the east end down by the Cliffs and maybe another access point on the top, but I do not see it being heavily developed.

Alderman Jordan asked about the parking issue, are we going to have to develop parking and how much is that going to cost.

Mayor Coody said we do not have any plans to develop any parking right now, on the east side there is a four lane highway on the bottom end that goes into Happy Hollow Road, if someone wants to go there and hike and park right now you can have plenty of access to it.

Alderman Jordan said if we are going to make this a City Park then we have to expect that the people of the City will be much more aware of it and tend to use it much more than they have probably in the past, which means that I think we could have some parking problems. That is one of my concerns.

Alderman Marr moved to approve the resolution. Alderman Thiel seconded the motion.

Alderman Reynolds asked for someone to elaborate on the $174,000.00 that was pulled.

Mayor Coody said $450,000.00 was set aside as a settlement to a lawsuit over the downing of some trees at the Kohl's Department Store, half of it was spent on the Gateway property on I-540. The remaining money is still in that account. The Trees and Trails Task Force was offering $200,000.00 to the owners of 40 acres of floodplain and some other land adjoining that on Clabber Creek Road west of our property on I-540. I wondered if there was a better way to acquire that property and the new owners agreed to dedicate that land to us as a tax deductible donation so we could acquire the land and not have to spend any money on it, which would save us $200,000.00. The new owners are buying the property in two half's, the first half they have closed on and we have the first 20 acres. The second half of their purchase they will close on in June. We are getting the 40 acres for free instead of having to pay $200,000.00 for it. I asked the Trees and Trails Task Force if we can get these 40 acres for free would they consider donating the money over to Mount Sequoyah, the impression I got was if we were able to do something like that, that certainly would be a strong consideration. The current status is that we have the 20 acres in our hand, the other 20 acres is coming and now the decision of what to do with the money is up to the Trees and Trails Task Force and I have not heard from them.

Alderman Davis said the Trees and Trails Task Force has a meeting April 11, 2003 to discuss the issue.

Alderman Rhoads asked can this deal on Mount Sequoyah property wait until you have your meeting and hopefully vote to assign the money to this project.

Mayor Coody said we have 60 days after tonight to close the deal with Mount Sequoyah. We should know very shortly what the Trees and Trails Task Force is going to do. If they decide to use the money someplace else then my perspective is that we still need to purchase this property and we will just need to come up with the money from someplace else.

Alderman Thiel said we may not know after the meeting on the 11th, because one of the key people on this Task Force has stated that this organization wants the 20 acres North of Clabber Creek to be secured, which it is not yet. Property owners that adjoin this property want to buy a buffer around their yard and add it into a conservation easement, which if that is the reason we are buying this, to conserve it as a nature area, then I think that is a perfect win/win situation. That will offset the cost of this too.

Alderman Rhoads asked what did the Trees and Trails Task Force commit to in regards to the $175,000.00.

Alderman Thiel said they did not make a commitment.

Alderman Marr said there has not been a vote, there has been discussion with the Mayor working with the developer to get a land that would met the criteria of wetland area, they would like to have both pieces of land before they relinquish this money. I would like for them to release part of the money for the 20 acres of Clabber Creek.

Alderman Jordan said there is no iron clad commitment yet. I can't say they will give any of the money.

Alderman Davis said we are looking at two pieces of property, Clabber Creek and Mount Sequoyah, once Clabber Creek is secured that more than likely the money will go to Mount Sequoyah.

I would hate to put this vote off tonight because Mount Sequoyah needs some kind of commitment from us that we are going to move forward with this so they will know what to do with this land.

Upon roll call the motion passed 7-0-1. Alderman Davis abstained.

RESOLUTION 46-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Dr. Heinzelmann thanked the Council.

JED DEVELOPMENT, INC.: An ordinance waiving the requirements of formal competitive bidding and authorizing the City to pay JED Development, Inc. up to $55,095.43 as the City's portion of a cost share for the construction of about 300 feet of a 28 foot wide street with storm drainage and sidewalks.

Mr. Williams read the ordinance.

Greg Boettcher, Water and Sewer Director said this is a project that is associated with the development of Crystal Springs, the connecting road goes across City property, it is a cost share arrangement that the Council entered into some time ago. The engineering staff has reviewed the cost and I would like to compliment them, the first cost proposal from the developer appeared a little high, they were able to bring that down $27,000.00 so we believe the cost is reasonable. It is very efficient for us to partner with the developer on this as we do on other developments. The road is being built in the corridor dedicated by the Council; it is a little more costly because of the nature of the sub-soils.

Alderman Thiel asked why we are not doing the normal competitive bidding.

Mr. Boettcher said it is more economical for us to cost share with a developer that will have a contractor on site already building the other streets and roads. It is more efficient for us to partner with the developer.

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

Mr. Williams read the ordinance.

Alderman Jordan asked if anyone would like to comment on this.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4472 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

VAC 03-3.00 (Mee): An ordinance approving VAC 03-3.00 to vacate and abandon a portion of the most easterly 8' of a 20' utility easement located at 3305 N. Southridge Drive as described on the attached map and legal description.

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4473 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW WORLD SYSTEMS: An ordinance to waive the competitive bidding requirements to enable the City to purchase computer software from New World Systems.

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

Rick Hoyt, Police Chief said the City has purchased New World software and it is in use throughout the City. There is no other software that can be interfaced with this software, by waiving competitive bidding we will not have to trouble the Council every time we need to purchase something from New World for under $20,000.00.

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

ORDINANCE 4474 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CONSTRUCTION MATERIAL BID WAIVER: An ordinance to approve a bid waiver for the purchase of asphalt and aggregate materials and to approve a bulk purchase contract with McClinton Anchor.

Mr. Williams read the ordinance.

Mr. Dumas said this is the only vendor in town.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

Alderman Reynolds thanked Mr. Dumas and his department for a great job.

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

ORDINANCE 4475 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

ORGANIZATIONAL CHART: An ordinance amending §33.001 City Organizational Chart.

Mr. Williams read the ordinance.

Mayor Coody said a few months ago we reorganized a lot of departments here at the City, I have seen a lot of benefits from it and I understand from people in the community they have seen an increase in productivity as well.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4476 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Meeting Adjourned at 7:15 PM

MINUTES OF A MEETING
OF THE
CITY COUNCIL
APRIL 1, 2003

A meeting of the Fayetteville City Council was held on April 1, 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, Thiel, Cook, Marr, Rhoads, Davis, Lucas, Jordan, Mayor Coody, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

CONSENT:

NOMINATING COMMITTEE REPORT

APPROVAL OF NANCY L. BOLIN TO THE FAYETTEVILLE HOUSING AUTHORITY BOARD

APPROVAL OF NEAL CRAWFORD TO THE ADVERTISING AND PROMOTION COMMISSION

Alderman Marr gave a report from the nominating committee as to their selection from the applicants to fill the vacancies on the Board's and Committee's. A copy of the Nominating Committee report is attached.

Alderman Davis moved to approve the nominating committee report. Alderman Jordan seconded. Upon roll call the motion passed unanimously.

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

Due to the Aldermen not having time to review the March 18, 2003 minutes, they will be approved at the April 15, 2003 meeting.

MUSEUM OF NORTHWEST ARKANSAS: A resolution to support the application of The Museum of Northwest Arkansas for formal affiliation with The Smithsonian Institution.

RESOLUTION 41-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

KUTAK ROCK, LLP AGREEMENT: A resolution to approve a bond counsel agreement with Kutak Rock, LLP.

RESOLUTION 42-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK

STEPHEN'S, INC: A resolution to approve a bond underwriting agreement with Stephen's, Inc. for bond underwriting services of the Town Center bond issue refinancing if advisable.

RESOLUTION 43-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK

WITTENBERG, DELONY & DAVIDSON CONTRACT: A resolution to approve an architect contract with Wittenberg, Delony & Davidson in a not to exceed amount of $83,700.00 to design, complete the large scale development process and supervise construction of Fire Station Number 7 (West Side).

RESOLUTION 44-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK

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

OLD BUSINESS:

BUDGET ROLL-FORWARD: A resolution to approve the budget adjustment for various capital projects to be re-budgeted from the 2002 budget to the 2003 budget. This part of the budget was not considered at the March 4, 2003 City Council meeting.

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

RESOLUTION 45-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK

RZN 03-6.00 (Brophy): An ordinance rezoning that property described in rezoning petition RZN 03-6.00: rezoning (Brophy, PP 291) as submitted by Bill Rudasill on behalf of Ralph Brophy for a parcel containing approximately 1.65 acres located north of Township and east of Highway 71B, Fayetteville, Arkansas from C-2, Thoroughfare Commercial to R-3, High Density Residential. The ordinance was left on the second reading at the March 18, 2003 City Council meeting.

Alderman Thiel asked Mr. Rudasill the possibility of rezoning the property to R-2 rather than R-3.

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Dawn Warrick with the Planning department said they would be able to process the development for duplexes on the entire property with it being split zoned as long as both of the districts permit what is being requested.

Alderman Reynolds asked how long it was going to take for Mr. Rudasill to get this project through now.

Ms. Warrick said approximately 35 days depending on the type of project.

Alderman Reynolds asked Mr. Rudasill if he had talked this over with Mr. Brophy.

Mr. Rudasill said the Mr. Brophy is trying to sell the property and the commercial zone that cuts through the residential has been a problem with presenting this property for sale. This will allow him to proceed to present this property to a potential developer.

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Alderman Davis moved to amend the ordinance from an R-3 to an R-2 and to suspend the rules and go to the third and final reading. Alderman Marr seconded. Upon roll call the motion passed unanimously.

Mr. Williams said he would read the entire ordinance because of the amendment.

Mr. Williams read the ordinance.

Alderman Marr thanked the applicant.

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Ms. Alexander wanted to remind the Council that the citizens came forward to save that 13 acres and Mr. Coody said that in his administration it would not come up for sale. A swap is fine, but that 13 acres is under protection.

Alderman Jordan asked if we purchase this land tonight are we going to make it a City park or is it just going to be tree preservation.

Mayor Coody said it has trails on it, his vision would be that we would be able to use it as part of a low impact nature area with trails, perhaps a place to sit and enjoy a great view, maybe a few parking places on the east end down by the Cliffs and maybe another access point on the top, but I do not see it being heavily developed.

Alderman Jordan asked about the parking issue, are we going to have to develop parking and how much is that going to cost.

Mayor Coody said we do not have any plans to develop any parking right now, on the east side there is a four lane highway on the bottom end that goes into Happy Hollow Road, if someone wants to go there and hike and park right now you can have plenty of access to it.

Alderman Jordan said if we are going to make this a City Park then we have to expect that the people of the City will be much more aware of it and tend to use it much more than they have probably in the past, which means that I think we could have some parking problems. That is one of my concerns.

Alderman Marr moved to approve the resolution. Alderman Thiel seconded the motion.

Alderman Reynolds asked for someone to elaborate on the $174,000.00 that was pulled.

Mayor Coody said $450,000.00 was set aside as a settlement to a lawsuit over the downing of some trees at the Kohl's Department Store, half of it was spent on the Gateway property on I-540. The remaining money is still in that account. The Trees and Trails Task Force was offering $200,000.00 to the owners of 40 acres of floodplain and some other land adjoining that on Clabber Creek Road west of our property on I-540. I wondered if there was a better way to acquire that property and the new owners agreed to dedicate that land to us as a tax deductible donation so we could acquire the land and not have to spend any money on it, which would save us $200,000.00. The new owners are buying the property in two half's, the first half they have closed on and we have the first 20 acres. The second half of their purchase they will close on in June. We are getting the 40 acres for free instead of having to pay $200,000.00 for it. I asked the Trees and Trails Task Force if we can get these 40 acres for free would they consider donating the money over to Mount Sequoyah, the impression I got was if we were able to do something like that, that certainly would be a strong consideration. The current status is that we have the 20 acres in our hand, the other 20 acres is coming and now the decision of what to do with the money is up to the Trees and Trails Task Force and I have not heard from them.

Alderman Davis said the Trees and Trails Task Force has a meeting April 11, 2003 to discuss the issue.

Alderman Rhoads asked can this deal on Mount Sequoyah property wait until you have your meeting and hopefully vote to assign the money to this project.

Mayor Coody said we have 60 days after tonight to close the deal with Mount Sequoyah. We should know very shortly what the Trees and Trails Task Force is going to do. If they decide to use the money someplace else then my perspective is that we still need to purchase this property and we will just need to come up with the money from someplace else.

Alderman Thiel said we may not know after the meeting on the 11th, because one of the key people on this Task Force has stated that this organization wants the 20 acres North of Clabber Creek to be secured, which it is not yet. Property owners that adjoin this property want to buy a buffer around their yard and add it into a conservation easement, which if that is the reason we are buying this, to conserve it as a nature area, then I think that is a perfect win/win situation. That will offset the cost of this too.

Alderman Rhoads asked what did the Trees and Trails Task Force commit to in regards to the $175,000.00.

Alderman Thiel said they did not make a commitment.

Alderman Marr said there has not been a vote, there has been discussion with the Mayor working with the developer to get a land that would met the criteria of wetland area, they would like to have both pieces of land before they relinquish this money. I would like for them to release part of the money for the 20 acres of Clabber Creek.

Alderman Jordan said there is no iron clad commitment yet. I can't say they will give any of the money.

Alderman Davis said we are looking at two pieces of property, Clabber Creek and Mount Sequoyah, once Clabber Creek is secured that more than likely the money will go to Mount Sequoyah.

Mayor Coody said I would hate to put this vote off tonight because Mount Sequoyah needs some kind of commitment from us that we are going to move forward with this so they will know what to do with this land.

Upon roll call the motion passed 7-0-1. Alderman Davis abstained.

RESOLUTION 46-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Dr. Heinzelmann thanked the Council.

JED DEVELOPMENT, INC.: An ordinance waiving the requirements of formal competitive bidding and authorizing the City to pay JED Development, Inc. up to $55,095.43 as the City's portion of a cost share for the construction of about 300 feet of a 28 foot wide street with storm drainage and sidewalks.

Mr. Williams read the ordinance.

Greg Boettcher, Water and Sewer Director said this is a project that is associated with the development of Crystal Springs, the connecting road goes across City property, it is a cost share arrangement that the Council entered into some time ago. The engineering staff has reviewed the cost and I would like to compliment them, the first cost proposal from the developer appeared a little high, they were able to bring that down $27,000.00 so we believe the cost is reasonable. It is very efficient for us to partner with the developer on this as we do on other developments. The road is being built in the corridor dedicated by the Council; it is a little more costly because of the nature of the sub-soils.

Alderman Thiel asked why we are not doing the normal competitive bidding.

Mr. Boettcher said it is more economical for us to cost share with a developer that will have a contractor on site already building the other streets and roads. It is more efficient for us to partner with the developer.

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

Mr. Williams read the ordinance.

Alderman Jordan asked if anyone would like to comment on this.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4472 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

VAC 03-3.00 (Mee): An ordinance approving VAC 03-3.00 to vacate and abandon a portion of the most easterly 8' of a 20' utility easement located at 3305 N. Southridge Drive as described on the attached map and legal description.

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4473 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW WORLD SYSTEMS: An ordinance to waive the competitive bidding requirements to enable the City to purchase computer software from New World Systems.

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

Rick Hoyt, Police Chief said the City has purchased New World software and it is in use throughout the City. There is no other software that can be interfaced with this software, by waiving competitive bidding we will not have to trouble the Council every time we need to purchase something from New World for under $20,000.00.

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

ORDINANCE 4474 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CONSTRUCTION MATERIAL BID WAIVER: An ordinance to approve a bid waiver for the purchase of asphalt and aggregate materials and to approve a bulk purchase contract with McClinton Anchor.

Mr. Williams read the ordinance.

Mr. Dumas said this is the only vendor in town.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

Alderman Reynolds thanked Mr. Dumas and his department for a great job.

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

ORDINANCE 4475 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

ORGANIZATIONAL CHART: An ordinance amending §33.001 City Organizational Chart.

Mr. Williams read the ordinance.

Mayor Coody said a few months ago we reorganized a lot of departments here at the City, I have seen a lot of benefits from it and I understand from people in the community they have seen an increase in productivity as well.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4476 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Meeting Adjourned at 7:15 PM

MINUTES OF A MEETING OF THE CITY COUNCIL APRIL 15, 2003

A meeting of the Fayetteville City Council was 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.

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

Alderman Reynolds was absent.

Mayor Coody read the Earth Day Proclamation

Alderman Davis moved to add two items to the new business section of the agenda, a Juvenile Accountability Incentive Block Grant and a Drug Law Enforcement Grant. Alderman Jordan seconded. Upon roll call the motion passed unanimously.

CONSENT:

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

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.

RESOLUTION 47-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

RESOLUTION 48-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

RESOLUTION 49-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

RESOLUTION 50-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

RESOLUTION 51-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

Alderman Thiel had a correction to the March 18, 2003 minutes. She requested the minutes be amended.

RESOLUTION 52-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Thiel asked for a correction to the March 18, 2003 minutes.

Alderman Davis asked to pull the April 1, 2003 minutes; he did not have a chance to read them.

Alderman Marr moved to approve the Consent Agenda as read with the amendments as stated above. Alderman Jordan seconded. Upon roll call the motion carried unanimously.

OLD BUSINESS:

Compactor and Dropbox Business Expansion: A resolution approving a budget adjustment 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.

Alderman Thiel moved to table indefinitely. Alderman Marr seconded. Upon roll call the motion to table indefinitely 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 March 18, 2003 City Council meeting.

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

Alderman Davis moved to table indefinitely. Alderman Marr seconded. Upon roll call the motion to table indefinitely passed unanimously.

NEW BUSINESS:

R-PZD 03-1.00 (Jackson Place): Planned Zoning District Jackson Place: An ordinance establishing a Residential Planned Zoning District titled Jackson Place (R-PZD 03-1.00) located south of Skillern Road and east of Crossover Road; amending the official zoning map of the City of Fayetteville.

Mr. Williams read the ordinance.

THE ORDINANCE WAS LEFT ON THE FIRST READING.

VAC 03-4.00 (Bencore): 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.

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

Alderman Thiel voiced her support of this ordinance.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4477 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

Mayor Coody opened a Public Hearing to hear the raze and removal of 1233 S. Washington Avenue.

Hugh Earnest, Chief Administrative Officer presented a slide presentation on the property.

City Attorney, Kit Williams asked if either of these houses are being lived in.

Mr. Earnest answered no.

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

RESOLUTION 53-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

Mayor Coody opened a Public Hearing to hear the raze and removal of 525 S. Lytton Avenue.

Alderman Jordan moved to approve the resolution. Alderman Lucas seconded. Upon roll call the motion passed unanimously.

RESOLUTION 54-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

Mr. Williams read the ordinance.

Alderman Marr stated he was on the RFP Selection Committee and he thinks it is a great financing option to us.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4478 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

Chris Bosch, Fire Chief gave a presentation on the condition of the present equipment, replacement of present equipment, apparatus down time, price controlling, proactive preventive maintenance program and the maintenance cost on the current apparatus.

Mayor Coody said if this bid waiver is approved we can still go out for bids in the future.

Chief Bosch said the average age of our fleet today is seven years and the average life span of a front line apparatus is 5-7 years. The benefit of this resolution is the initiation of a standardized fleet, reduction of maintenance cost, reduction of apparatus down time and improvement of our service delivery. The additional benefits are increased availability of reserve apparatus, reduction of the insurance service offices fire defensive rating as based on the quality of your reserve and first line fleet, and it will assist the fire department in achieving some of the Council's guiding principles.

Alderman Rhoads asked about the down time and how it rates with other cities similar to our size.

Chief Bosch said he did not have that information but he can get it.

Alderman Rhoads asked the request to waive the bid process why can't you bid all the equipment out in the aggregate and therefore have several companies give you the same program.

Chief Bosch said we did go out for bid the bid specifications were sent out to the four major single component manufacturers across the country. There are four primary sole source manufacturers and we bid with all four of them.

Alderman Jordan said if we are going to continue to grow this city we have to build the infrastructure to match that growth. We have to provide proper public safety in this city. I think the equipment that has been bought in the past probably has not been as top grade as we are proposing to buy and I think that is going to save us money in the long run.

Alderman Jordan thanked the Fire Department and the Police Department for the response to a fire in his neighborhood. The fire truck responded within two minutes and they saved that structure.

Alderman Jordan moved to approve the resolution. Alderman Lucas seconded. Upon roll call the motion passed unanimously.

RESOLUTION 55-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

Mr. Williams read the ordinance.

Alderman Davis said when you read this it gives the impression that for 15 years we can not have anyone else bid our fire apparatus, is that correct.

Chief Bosch said what this does is it allows us to work collectively with Leeco and Emergency One so when we need a fire apparatus we can pick up the phone and call them without bidding. Council will have the final approval. We are trying to maintain consistency in our fleet. We retain the right if need be to go out for bid.

Alderman Jordan said so we are not locked in.

Chief Bosch said that is correct.

Alderman Rhoads asked what is the significance of the 15 years.

Chief Bosch said the 15 years establishes a long term working agreement between the City and the vendor. It also reduces the need to draft specifications every time we go out for a new purchase. It also helps us to maintain warranty and working relationships.

Alderman Marr asked what is the rational behind the 15 years or staying with the vendor, is it to accomplish the consistency in equipment purchase? When this originally went out for request for proposal, were all of the suppliers made aware that we were looking at a long term replacement of our entire fleet.

Chief Bosch answered yes to both questions.

Alderman Davis said we will put the responsibility on the Chief to make sure that in the event that these individuals are beginning to get out of sink with what the actual cost is, per fire apparatus, to make sure the tax payers are not paying too much for equipment.

Chief Bosch said that is why we plugged in a cost control mechanism. If we maintain this long term purchasing agreement with them we will have a mechanism for controlling those cost, so that we don't get caught up in the market and the cost increase that can come when jumping from vendor to vendor.

Alderman Jordan said so if anything gets out of wack you can rein it in.

Alderman Rhoads said so after year one, if we decide we are not happy we can walk away.

Chief Bosch said we retain the right to write a letter and let them know that we are not happy with the process and then we can come back to Council to let them know we are not happy and what we think we need to do at that time and then we can step away.

The only people we are committed to is the leasing company, because it is a five year leasing plan, but with the vendor no.

Alderman Rhoads said would you have to use the leasing company for new equipment.

Chief Bosch said yes.

Steve Davis, Finance & Internal Services Director said the 15 year procurement cycle program is a bid waiver that is valid for a 15 year time period, neither Lecco or Emergency One has asked us to sign anything. This just gives us the ability to not have to competitively bid future fire apparatus. If the future equipment purchases exceed the inflation amount excluding changes made by National Fire Standards, we would be in a position to negotiate that price back down or go to an alternate vendor.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

ORDINANCE 4479 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

Alderman Davis asked why we didn't look at the Paul Noland plant.

Greg Boettcher, Water and Wastewater Director said the part that is adjacent to Fox Hunter Road is taken up by flood plain. There is a lot of ground on the other side of the White River, in looking at the site, although we have a lot of land the distance from the center part of town, the distance from our fleet operations where we have to have our equipment serviced, the driving times and traveling times we think it would be very inconvenient and it would slow responses.

There are no sanitary sewer services on the far side of the White River. We feel although there is an abundance of ground it would be very inconvenient for the operations to be that far east on that property.

Alderman Marr asked how would we fund the raze and removal or cleanup of the current site.

Mr. Boettcher said we would budget the raze and removal to take that building down when we see the route of that site. It would probably be the first part of 2006 before we would do that. We would certainly budget to clean the site up because we wouldn't want it to be an eye sore or worse than it is now.

Alderman Thiel said we may be able to sell that property with the buyers cleaning it up, so it may be something we would not have to bear the cost for.

Jeff Erf, a Fayetteville resident said he had a concern about the land in the Industrial Park. It is land that we wouldn't be collecting tax from and there wouldn't be any businesses out there hiring employees and generating tax dollars for the City of Fayetteville. Have you considered the impact of tying up that land for city use rather than for profit use?

Mayor Coody said the location out there is advantageous for this use because it is next to existing city buildings and this would help consolidate our operations. It is a good central location with easy access.

Mr. Boettcher said the property on Cato Springs could be freed for a higher and better use that might cancel out the other. The Fayetteville Water and Wastewater operations is a 15 million dollar a year business with 70 employees and I think finding a suitable home for them is equally important.

Mr. Erf asked if the $105,000 from the Gulley Road property is going to be used to fund the transaction.

Steve Davis, Finance & Internal Services Director said we are giving up, out of the Water and Sewer Fund, $1,116,000 worth of real estate and the General Fund is selling the Water and Sewer Fund $1,221.000. The difference will be taken out of the cash reserves that the Water and Sewer Fund has. We have not closed on the sale with Ozarks Electric so that money is not money that we are transferring over.

Mr. Erf asked is the total project over $4 million for the building, land preparation and utilities.

Mr. Boettcher said the current budget for the project is $3.25 million for the construction and professional fees. The rest is trading land equities.

Mr. Erf said we are selling it to ourselves rather than to a business so that is an opportunity lost.

Mayor Coody said we are also putting land into circulation that is not in circulation that probably has a higher value to it.

Mr. Erf said I went through the 2002 CIP and I couldn't find any mention of the operations center.

Mr. Davis said this was originally planned in the 1992 CIP as a potential project and was funded in 1997 and has been postponed many times since then as a carry forward project.

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

RESOLUTION 56-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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.

Alderman Jordan moved to approve the resolution. Alderman Lucas seconded. Upon roll call the motion passed unanimously.

RESOLUTION 57-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

The following two items were added to the agenda at the beginning of the Council meeting.

Juvenile Accountability Incentive Block Grant: A resolution authorizing the Fayetteville Police Department to apply for and accept a 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, software and training to conduct threat assessments for the school population.

Rick Hoyt, Chief of Police gave the Council information on the grant. Chief Hoyt said we have money in our 2003 budget to match this; it is a 10% match.

Alderman Jordan moved to approve the resolution. Alderman Marr seconded. Upon roll call the motion passed unanimously.

RESOLUTION 58-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Edward Byrne State and Local Law Enforcement Assistance: A resolution authorizing the Fayetteville Police Department to apply for an Edward Byrne State and Local Law Enforcement Assistance and formula grant from U.S. Department of Justice to assist in funding the Fourth Judicial District Drug Task Force.

Chief Hoyt said we have had a drug grant since 1991, we are the lead agency in this area, we manage the grant, and there are others that participate in the drug grant. This is a 75/25 matching grant and we have the matching share in our budget.

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

RESOLUTION 59-03 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Cook challenged folks to pick up trash; he is going to pick up trash as he walks to the Council meetings for next few meetings. He will bring the trash collected to the Council meeting to see how much is collected.

There will be a ribbon cutting at the new hangar tomorrow afternoon at the airport

Meeting adjourned at 7:10 PM

Wilson Springs Sale

JAMES C. PLEDGER
P.O. BOX 3278
LITTLE ROCK, AR 72203

May 1, 2003

Mayor Dan Coody
City Attorney Kit Williams
Members of the City Council
Fayetteville Chamber of Commerce

Subject: Arkansas Economic Development of Arkansas Fund Commission Grants

During the time that I served as Chairman of the Arkansas Economic Development of Arkansas Fund Commission, we award two grants to the City of Fayetteville to be used for infrastructure improvements to their Business Technology Park to construct the require streets and water and sewer lines necessary for the development of the Park.

The Economic Development of Arkansas Fund consisted of special revenues to be used only for purposes of economic development of Arkansas as managed and distributed by the Economic Development of Arkansas Fund Commission, of which I served as Chairman. The grant funds were to be used for construction, reconstruction, demolition, site development, transportation, contract and related costs associated with job creation or retention projects, or streets, roads, bridges, drainage, and other vital public facilities related to job creation or retention, according to Arkansas Code 29-59-122. The funds are site specific, can not be used for any other purposes and are subject to State audit.

Both of these grants were presented by representatives of the Fayetteville Chamber of Commerce on behalf of the City of Fayetteville. Tommy Deweese was the main presenter of the applications and did so with the support of other Mayors, Chambers of Commerce, Legislators, Northwest Arkansas Council and other interested parties. They were united in their support and the Commission sought fit to award the infrastructure grants. The first grant for $200,000 was approved on June 9, 1999 but was held in escrow pending the passage of ACT 1122 of 2001 that authorized the disbursement. The second grant for $500,000 was approved on September 12, 2001 The net amounts that the City received were slightly less and were both disbursed in the year 2001.

I trust that this information will clarify the intent and use of these grants, but if you need further information or clarification feel free to contact me.

Sincerely,

James C. Pledger, Past Chairman
The Arkansas Economic Development of Arkansas Fund Commission
P.O. Box 3278
Little Rock, AR 72203

City of Fayetteville, Arkansas
Wilson Springs Business Park
Schedule of Actual Investments
and For-gone Investment Income

A	B	C	D	E	F	G	H
					For-gone Investment Income		
Description	Year	Investment Amount	Cumulative Investment as recorded in the City's General Ledger	City Investments Annual Rate of Return - Average	(Interest calculation based on actual investments only)	(interest calculation based on annual earnings being re-invested)	Investment base for interest calculation where the earnings are re-invested
Initial Purchase:							
General Fund - Housing Bond Proceeds Rebate	1990	127,000.00					
General Fund	1990	34,905.74					
Economic Development Fund	1990	47,000.00					
Sales Tax Construction Fund - Economic Development	1990	1,092,400.00	1,301,305.74	4.481%	29,156	29,156	1,330,461
	1991		1,301,305.74	7.392%	96,193	98,348	1,428,809
	1992		1,301,305.74	5.755%	74,890	82,228	1,511,037
	1993		1,301,305.74	6.312%	82,138	95,377	1,606,414
	1994		1,301,305.74	4.658%	60,615	74,827	1,681,241
Property Tax Payment	1995	483.99	1,301,789.73	6.651%	86,582	111,819	1,793,544
Property Tax Payment	1996	2,914.36	1,304,704.09	5.442%	71,002	97,605	1,894,063
Property Tax Payment	1997	2,914.36	1,307,618.45	5.644%	73,802	106,901	2,003,878
Property Tax Payment	1998	2,914.36	1,310,532.81	5.215%	68,344	104,502	2,111,295
Property Tax Payment	1999	2,730.19	1,313,263.00	4.996%	65,611	105,480	2,219,505
Engineering Services, Tree and Shrub Removal, Geo-Tech, Consulting Services, Surveying, In-House engineering, Cultural Resources Survey, Property Taxes, Sale of 2.5 Acres to Cache Investments	2000	195,948.38	1,509,211.38	5.769%	87,066	128,043	2,543,497
Refund of Purchase to Cache Investments, Property Taxes	2001	137,596.50	1,646,807.88	5.255%	86,540	133,661	2,814,754
Appraisal Service, Property Tax	2002	12,006.15	1,658,814.03	4.015%	66,601	113,012	2,939,773
Total			**1,658,814.03**		**948,540**	**1,280,959**	**2,939,773**

NOTE: The City has invested approximately $305,000 in a sewer line on the property that is recorded as an asset in the Water & Sewer Fund and an additional $241,000 in other engineering or master planning activities that duplicate or replace an earlier master plan that is recorded as part of the City's investment in the land. These totals do not include the approximate $600,000 fiber optics facilities installed by Southwestern Bell.

P.S. A copy of the detail transaction report, for this project, will be placed in each City Council member's mail box on Monday, May 5.

K:\Steve Davis\City Council\Wilson Springs Equivalent Investment Opportunity

5/5/2003

City of Fayetteville, Arkansas
Wilson Springs Business Park
Schedule of Actual Investments
and For-gone Investment Income

A	B	C	D	E	F	G	H
					For-gone Investment Income		
Description	Year	Investment Amount	Cumulative Investment as recorded in the City's General Ledger	City Investments Annual Rate of Return - Average	(interest calculation based on actual investments only)	(interest calculation based on annual earnings being re-invested)	Investment base for interest calculation where the earnings are re-invested
Initial Purchase:							
General Fund - Housing Bond Proceeds Rebate	1990	127,000.00					
General Fund	1990	34,905.74					
Economic Development Fund	1990	47,000.00					
Sales Tax Construction Fund - Economic Development	1990	1,092,400.00	1,301,305.74	4.481%	29,156	29,156	1,330,461
	1991		1,301,305.74	7.392%	96,193	98,348	1,428,809
	1992		1,301,305.74	5.755%	74,890	82,228	1,511,037
	1993		1,301,305.74	6.312%	82,138	95,377	1,606,414
	1994		1,301,305.74	4.658%	60,615	74,827	1,681,241
Property Tax Payment	1995	483.99	1,301,789.73	6.651%	86,582	111,819	1,793,544
Property Tax Payment	1996	2,914.36	1,304,704.09	5.442%	71,002	97,605	1,894,063
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Property Tax Payment	1999	2,730.19	1,313,263.00	4.996%	65,611	105,480	2,219,505
Engineering Services, Tree and Shrub Removal, Geo-Tech, Consulting Services, Surveying, In-House engineering, Cultural Resources Survey, Property Taxes, Sale of 2.5 Acres to Cache Investments	2000	195,948.38	1,509,211.38	5.769%	87,066	128,043	2,543,497
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Total			**1,658,814.03**		**948,540**	**1,280,959**	**2,939,773**

NOTE: The City has invested approximately $305,000 in a sewer line on the property that is recorded as an asset in the Water & Sewer Fund and an additional $241,000 in other engineering or master planning activities that duplicate or replace an earlier master plan that is recorded as part of the City's investment in the land. These totals do not include the approximate $600,000 fiber optics facilities installed by Southwestern Bell.

P.S. A copy of the detail transaction report, for this project, will be placed in each City Council member's mail box on Monday, May 5.

May 5, 2003

Members of the Fayetteville City Council

As a member of the Wilson Springs Task Force and citizen of Fayetteville I would like to state that I strongly support the sale of the I540 land to Legacy LLC. I believe that receiving $5.2 million for the property, getting a first class development in Fayetteville and the guarantee of preservation of 100 acres of wetland is a wonderful compromise and one the City should not fail to accept.

I am currently in Little Rock at the Legislative session and won't be back in time to attend the City Council meeting on Tuesday, but I hope you will accept this letter as my statement of support for this project.

Cathy Foraker

May 5, 2003

Mayor Dan Coody
Councilwoman Brenda Thiel
Councilman Bob Davis
Councilwoman Shirley Lucas
Councilman Lioneld Jordan
Councilman Robert Reynolds
Councilman Robert Rhoades
Councilman Kyle Cook
Councilman Don Marr

City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

RE: Wilson Springs Technology Park

Dear Mayor and Council:

I am aware that you will be discussing the possible sale of the Wilson Springs Technology Park land at your council meeting on May 6th. As a former member of the Wilson Springs Task Force, I have some definite views on this potential sale; and since I may not be able to be at that meeting, I want to share those thoughts with you in this letter. I want to make it perfectly clear that my views in this letter are those of a citizen and long-time resident of Fayetteville and do not necessarily represent those of the Task Force or any of its individual members.

First of all, let me state that, as a Task Force member, I was (and am) a strong proponent of the compromise crafted by the Task Force. In short form, that compromise was to develop 70 acres, set aside 160 acres for wetlands, etc., and further evaluate the balance of approximately 60 acres.

Over the approximately four months that the Task Force met, there was virtually no consideration of selling the property outright, since there was absolutely no prospect on the horizon willing to take on the issues involved. If there had been a viable purchaser then, I would have had a vastly different view of the City's best course of action concerning the property. I understand there is now such a purchaser; and as I understand the terms of the proposed offer to purchase, I believe very strongly that the City of Fayetteville should accept the offer and, subject to the conditions in the contract, sell this property. I believe this is the best course of action for Fayetteville for the following reasons:

- The City of Fayetteville will receive $5,200,000 – immediately upon closing - which can be used to extend our trails system, build and/or improve badly needed recreational facilities, or payoff the balance owed on the Mt. Sequoyah property. Having these monies would enable the City to respond to the immediate needs of our citizenry **NOW**.
- The City of Fayetteville is NOT an experienced developer of "For-profit" lands
- The City of Fayetteville would be guaranteed a preserved area of 100 acres in perpetuity, which, although not 160 acres, is still a sizable tract with which to protect and preserve the ecosystems of Wilson Springs and the unique fish and birds, which make it their habitat.
- The development of this particular site by a proven commercial developer would have a major positive impact in slowing the flow of new business and money to Benton County.

By way of illustration of this last point, I would ask that you view the attached bar chart, which shows the growth of building permits, by value, for Washington and Benton Counties from 1990 through the first three quarters of 2002. As you can see, beginning in 1997, the value of permits in Benton County exceeded that in Washington County and has remained that way through today. In 2001 and 2002, the difference was tremendous. For the 21 months beginning in the first of 2001, the value of permits in Benton County exceeded those in Washington County by a total of by an incredible $380,000,000. When you consider that a huge amount of the building in Fayetteville has been by the University of Arkansas and Washington Regional Medical Center, which do not add to our property tax base, the difference becomes even more pronounced.

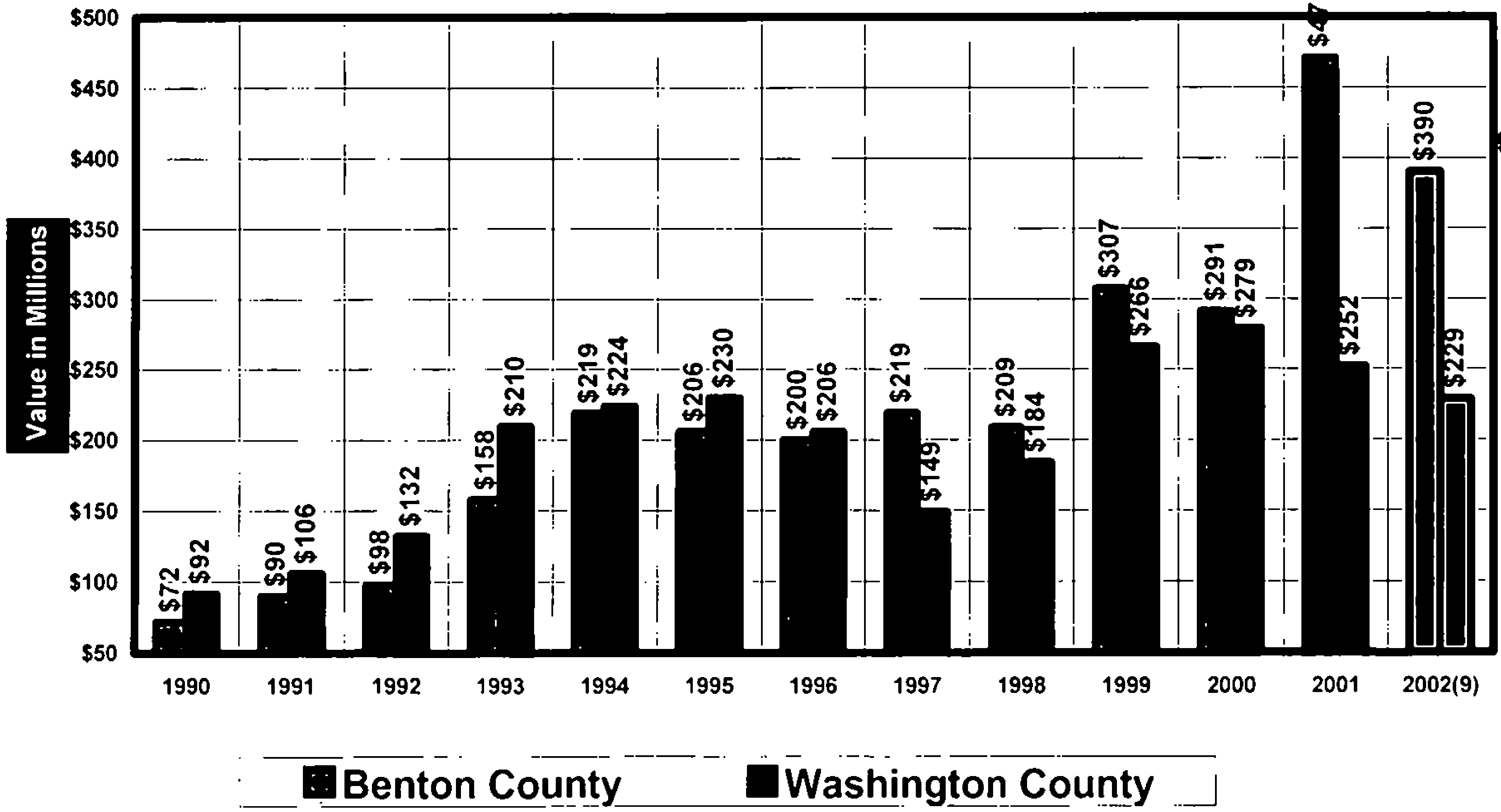
The type of positive development that could come from the sale of the Wilson Springs property, via this particular sale, will result in a badly needed increase in our tax base and will tend to insure the economic viability of our City for the long term. I firmly believe that the result of an economically vibrant Fayetteville will further insure the quality of life within our City that comes with these additional monies to continue the preservation of vital natural and recreational areas within our City.

I urge you to pass the resolution allowing the Mayor to accept this proposal and to continue to work diligently to finalize the property sale.

Respectfully submitted,

George Faucette
1523 Elmwood Drive
Fayetteville, AR 72703
479-521-7539 (hm)

BUILDING PERMIT VALUES
a washington & benton comparison



Wilson Springs Information

City of Fayetteville, Arkansas
Wilson Springs Business Park
Schedule of Actual Investments
and For-gone Investment Income

A	B	C	D	E	F	G	H
					For-gone Investment Income		
Description	Year	Investment Amount	Cumulative Investment as recorded in the City's General Ledger	City Investments Annual Rate of Return - Average	(interest calculation based on actual investments only)	(interest calculation based on annual earnings being re-invested)	Investment base for interest calculation where the earnings are re-invested
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Property Tax Payment	1999	2,730.19	1,313,263.00	4.996%	65,611	105,480	2,219,505
Reduction of the City investment in land due to selling 2.5 acres to Cache Investments. The City sold 2.5 acres to Cache for $72,501 in cash.	2000	(12,746.68)	1,300,516.32				
Engineering Services, Tree and Shrub Removal, Geo-Tech, Consulting Services, Surveying, In-House engineering, Cultural Resources Survey, Property Taxes	1995 to 2000	208,695.06	1,509,211.38	5.769%	87,066	128,043	2,543,497
Refund of Purchase to Cache Investments, Property Taxes	2001	137,596.50	1,646,807.88	5.255%	86,540	133,661	2,814,754
Appraisal Service, Property Tax	2002	12,006.15	1,658,814.03	4.015%	66,601	113,012	2,939,773
Total			**1,658,814.03**		**948,540**	**1,280,959**	**2,939,773**

NOTE: The City has invested approximately $305,000 in a sewer line on the property that is recorded as an asset in the Water & Sewer Fund and an additional $241,000 in other engineering or master planning activities that duplicate or replace an earlier master plan that is recorded as part of the City's investment in the land. These totals do not include the approximate $600,000 fiber optics facilities installed by Southwestern Bell.

P.S. A copy of the detail transaction report, for this project, will be placed in each City Council member's mail box on Monday, May 5.

City of Fayetteville, Arkansas
Project Accounting Report Reconciliation
Project Number 95075 - Research & High Tech Park (Wilson Springs Business Park)

SUMMARY OF "PROJECT TRANSACTION REPORT"

Costs Associated with Land Investment	$ 350,645.27
Costs Associated with Water-Line Improvements	$ 142,731.27
Costs Associated with Sewer Improvements	$ 211,256.02
Costs incorrectly charged to this project (should be deducted from total cost of project)	$ 49,446.00
Other Costs	$ 149,543.67 (see detail)
Total	$ 903,622.23

Detail of "Other Costs":	
EGIS (Consulting services)	$ 53,082.18
McClelland (Engineering services)	$ 29,836.01
Mid-Continent (archeological work)	$ 9,336.41
In-House Labor	$ 48,468.58
Printing, supplies, advertising, etc.	$ 8,820.49
Total	$149,543.67

Land Cost Reconciliation	
Original Purchase	$ 1,301,305.74
Property Taxes (not included in the Project Accounting Report	$ 19,609.70
Recognition of land cost on the 2.5 acre land sale to Cache Investments	$ (12,746.68)
Land Improvements in Project Accounting Report	$ 350,645.27
	$ 1,658,814.03

	Wilson Springs Equivalent Investment Opportunity Schedule	Project Accounting Report Reconciliation Schedule	Difference
Water & Sewer Lines	$ 305,000.00		
Costs Associated with Water-Line Improvements		$142,731.27	
Costs Associated with Sewer Improvements		$211,256.02	
Total	$ 305,000.00	$353,987.29	$ (48,987.29)
Other costs	$ 241,000.00	$149,543.67	$ 91,456.33
Property Taxes Paid	$ 19,609.70		$ 19,609.70
Recognition of Property Cost on Sale to Cache Investments	$ (12,746.68)		$ (12,746.68)
Cost Charged to Project in Error		$ 49,446.00	$ (49,446.00)
Grand Total	$ 552,863.02	$552,976.96	$ (113.94)

K:\Steve Davis\City Council\Project Summary Wilson Springs_Internal audit

Research & High Tech Park (Project 95075)

Date	G/L Account Number				Source	Description	Budget	Expense	Encumbrance	Land Costs	Water-line Costs	Sewer Costs	Incorrect charges	Other Costs
10/11/1995	1010.6600.5301.00	EX	EA	PO	PO#0045132	NWA TIMES RECORDING P.O.			56.58					
10/26/1995	1010.6600.5301.00	EX	EA	PO	PO#0045132	NWA TIMES INVOICE ENTRY			(56.58)					
10/26/1995	1010.6600.5301.00	EX	JE	AP	CK#0170271	NWA TIMES ADVERTISMENT RF		56.58						56.58
3/11/1996	1010.6600.5314.00	EX	EA	PO	PO#0046824	HAMMER,SIL RECORDING P.O.			35,400.00					
5/21/1996	1010.6600.5314.00	EX	EA	PO	PO#0046824	HAMMER,SIL INVOICE ENTRY			(7,080.00)					
5/21/1996	1010.6600.5314.00	EX	JE	AP	CK#0201406	HAMMER,SILPHASE I - MARKE		7,080.00		7,080.00				
7/25/1996	1010.6600.5314.00	EX	EA	PO	PO#0046824	HAMMER,SIL INVOICE ENTRY			(26,550.00)					
7/25/1996	1010.6600.5314.00	EX	JE	AP	CK#0204012	HAMMER,SILPHASE I - MARKE		26,550.00		26,550.00				
10/22/1996	1010.6600.5314.00	EX	EA	PO	PO#0046824	HAMMER,SIL INVOICE ENTRY			(1,770.00)					
10/22/1996	1010.6600.5314.00	EX	JE	AP	CK#0207643	HAMMER,SILPHASE I - MARKE		1,770.00		1,770.00				
12/4/1996	1010.6600.5314.00	EX	EA	PO	PO#0049792	HAMMER,SIL RECORDING P.O.			54,900.00					
12/31/1996	1010.6600.5314.00	EX	EA	PO	PO#0049792	HAMMER,SIL VOIDING P.O.			(54,900.00)					
1/9/1997	1010.6600.5314.00	EX	EA	PO	PO#0050294	HAMMER,SIL RECORDING P.O.			54,900.00					
8/1/1997	1010.6600.5314.00	EX	EA	PO	PO#0050294	HAMMER,SIL INVOICE ENTRY			(35,850.00)					
8/1/1997	1010.6600.5314.00	EX	JE	AP	CK#0221115	HAMMER,SILPHASE II MASTER		35,850.00		35,850.00				
12/31/1997	1010.6600.5314.00	EX	BA	SC	Soft Close	Reverse BA Year End Close	19,050							
12/31/1997	1010.6600.5314.00	EX	BA	SC	SOFT CLOSE	Year End Soft Close	(19,050)							
12/31/1997	1010.6600.5314.00	EX	EA	SC	SOFT CLOSE	Year End Soft Close			(19,050.00)					
1/1/1998	1010.6600.5314.00	EX	BA	SC	KCS	Fix Softclose BA	(19,050)							
1/1/1998	1010.6600.5314.00	EX	BA	SC	SOFT CLOSE	Year End Soft Close	19,050							
1/1/1998	1010.6600.5314.00	EX	EA	SC	SOFT CLOSE	Year End Soft Close			19,050.00					
1/31/1998	1010.6600.5314.00	EX	BA	BA	BA# 98-003	97 Rollforwards Obligated	113,250							
2/19/1998	1010.6600.5314.00	EX	EA	PO	PurchOrder	HAMMER,SIL Changing P.O.			7,700.00					
2/20/1998	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Hammer,Sil Phase III Summ			(7,700.00)					
2/20/1998	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Hammer,Sil Phase III Summ		7,700.00		7,700.00				
12/28/1998	1010.6600.5314.00	EX	EA	PO	PurchOrder	HAMMER,SIL Changing P.O.			(19,050.00)					
1/31/1999	1010.6600.5314.00	EX	BA	BA	BA# 99-002	98 Rollforward Cty Council	105,550							
3/24/1999	1010.6600.5314.00	EX	EA	PO	PurchOrder	Off the Pr Recording P.O.			200.00					
3/31/1999	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Off the Pr a) Copy Specs			(200.00)					
3/31/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Off the Pr a) Copy Specs		0.86						0.86
3/31/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Off the Pr a) Copy Specs		86.46						86.46
3/31/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Off the Pr a) Copy Specs		0.86						0.86
3/31/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Off the Pr a) Copy Specs		4.01						4.01
4/12/1999	1010.6600.5314.00	EX	EA	PO	PurchOrder	Grubbs Recording P.O.			3,275.00					
6/16/1999	1010.6600.5314.00	EX	EA	PO	PurchOrder	Tomlinson Recording P.O.			31,306.00					
6/16/1999	1010.6600.5314.00	EX	EA	PO	PurchOrder	Grubbs Recording P.O.			2,900.00					
6/30/1999	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Tomlinson a) Tree & Shrub			(24,837.00)					
6/30/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Tomlinson a) Tree & Shrub		24,837.00		24,837.00				
7/21/1999	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Grubbs a) Geotechnical In			(2,480.00)					
7/21/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Grubbs a) Geotechnical In		2,480.00		2,480.00				
8/10/1999	1010.6600.5314.00	EX	EA	PO	PurchOrder	EGIS Consu Recording P.O.			8,500.00					
8/16/1999	1010.6600.5314.00	EX	EA	PO	PurchOrder	Reid, Alan Recording P.O.			600.00					
9/8/1999	1010.6600.5301.00	EX	EA	PO	PurchOrder	NWA Times Recording P.O.			400.00					
9/8/1999	1010.6600.5314.00	EX	EA	PO	PurchOrder	Off the Pr Recording P.O.			150.00					

Date	G/L Account Number				Source	Description	Budget	Expense	Encumbrance		Land Costs	Water-line Costs	Sewer Costs	Incorrect charges	Other Costs
9/16/1999	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Off the Pr a) Printing of			(150.00)	[redacted]					
9/16/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Off the Pr a) Printing of		0.97							0.97
9/16/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Off the Pr a) Printing of		97.29							97.29
9/16/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Off the Pr a) Printing of		0.97							0.97
9/16/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Off the Pr a) Printing of		4.51							4.51
9/29/1999	1010.6600.5314.00	EX	EA	PO	PurchOrder	Off the Pr Recording P.O.			9.75						
10/7/1999	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Off the Pr b) Printing ex			(9.75)						
10/7/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Off the Pr b) Printing ex		0.10							0.10
10/7/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Off the Pr b) Printing ex		9.75							9.75
10/7/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Off the Pr b) Printing ex		0.10							0.10
10/7/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Off the Pr b) Printing ex		0.45							0.45
10/8/1999	1010.6600.5301.00	EX	EA	AP	AcctsPaybl	NWA Times a) Ad for Bid R			(400.00)						
10/8/1999	1010.6600.5301.00	EX	JE	AP	AcctsPaybl	NWA Times a) Ad for Bid R		229.50							229.50
10/11/1999	1010.6600.5314.00	EX	EA	PO	PurchOrder	EGIS Consu Changing P.O.			845.00						
10/14/1999	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu a) Wetland Del			(8,500.00)						
10/14/1999	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu b) Addition to			(845.00)						
10/14/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu a) Wetland Del		8,500.00			8,500.00				
10/14/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu b) Addition to		845.00			845.00				
10/27/1999	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Reid, Alan a) Surveying f			(600.00)						
10/27/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Reid, Alan a) Surveying f		600.00			600.00				
11/12/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	ADEQ Annual Permit Fees/S		100.00							100.00
11/12/1999	5400.5100.5328.01	EX	JE	AP	AcctsPaybl	ADEQ Annual Permit Fees/S		11,446.00						11,446.00	
11/12/1999	5500.5070.5303.00	EX	JE	AP	AcctsPaybl	ADEQ Annual Permit Fees/S		400.00						400.00	
11/12/1999	5550.3950.5303.00	EX	JE	AP	AcctsPaybl	ADEQ Annual Permit Fees/S		100.00						100.00	
12/3/1999	1010.6600.5314.00	EX	EA	PO	PurchOrder	Staffmark Recording P.O.			500.00						
12/10/1999	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Grubbs a) Geotechnical In			(2,524.00)						
12/10/1999	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Tomlinson a) Tree & Shrub			(1,150.00)						
12/10/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Grubbs a) Geotechnical In		2,524.00			2,524.00				
12/10/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Tomlinson a) Tree & Shrub		1,150.00			1,150.00				
12/16/1999	1010.6600.5314.00	EX	EA	PO	PurchOrder	EGIS Consu Recording P.O.			9,900.00						
12/21/1999	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Staffmark a) Temporary Se			(398.58)						
12/21/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Staffmark a) Temporary Se		398.58							398.58
12/28/1999	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Staffmark a) Temporary Se			(101.42)						
12/28/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Staffmark a) Temporary Se		245.28							245.28
12/31/1999	1010.6600.5301.00	EX	BA	BA	BA# 99-181	Admin: Proj Accounting	230								
12/31/1999	1010.6600.5301.00	EX	BA	BA	BA# 99-193	Admin: Project Accounting	270								
12/31/1999	1010.6600.5301.00	EX	JE	JE	12330 KS	Recl proj chgd wrong acct		270.00							270.00
12/31/1999	1010.6600.5314.00	EX	BA	BA	BA# 99-181	Admin: Proj Accounting	(230)								
12/31/1999	1010.6600.5314.00	EX	BA	BA	BA# 99-193	Admin: Project Accounting	(270)								
12/31/1999	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu a) Scope of Se			(6,276.99)						
12/31/1999	1010.6600.5314.00	EX	EA	PO	PurchOrder	Grubbs Changing P.O. O.			(795.00)						
12/31/1999	1010.6600.5314.00	EX	EA	PO	PurchOrder	Tomlinson Changing P.O.			(5,319.00)						
12/31/1999	1010.6600.5314.00	EX	EA	PO	PurchOrder	Grubbs Changing P.O. O.			(376.00)						
12/31/1999	1010.6600.5314.00	EX	EA	PO	PurchOrder	EGIS Consu Changing P.O.			(2,600.51)						
12/31/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu a) Scope of Se		6,276.99			6,276.99				
12/31/1999	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Staffmark Professional Se		646.42							646.42

Date	G/L Account Number				Source	Description	Budget	Expense	Encumbrance	Land Costs	Water-line Costs	Sewer Costs	Incorrect charges	Other Costs
12/31/1999	1010.6600.5314.00	EX	JE	JE	12342 KS	Recl eng salrs captl proj		33,284.52		33,284.52				
1/6/2000	1010.6600.5314.00	EX	EA	PO	PurchOrder	Staffmark Recording P.O.			2,000.00					
1/17/2000	1010.6600.5314.00	EX	EA	PO	PurchOrder	Capitol Recording P.O.			250.00					
1/19/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Staffmark a) Temp Service			(396.03)					
1/19/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Staffmark a) Temp Service		396.03						396.03
1/25/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Staffmark a) Temp Service			(224.84)					
1/25/2000	1010.6600.5314.00	EX	EA	PO	PurchOrder	EGIS Consu Recording P.O.			27,000.00					
1/25/2000	1010.6600.5314.00	EX	EA	PO	PurchOrder	Garver & G Recording P.O.			4,745.00					
1/25/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Staffmark a) Temp Service		224.84						224.84
1/31/2000	1010.6600.5314.00	EX	BA	BA	BA# 00-002	1999 Rollforward Budgets	22,956							
1/31/2000	1010.6600.5314.00	EX	EA	PO	PurchOrder	Bronson Ab Recording P.O.			407.00					
1/31/2000	4470.9470.5808.00	EX	BA	BA	BA# 00-002	1999 Rollforward Budgets	600,000							
2/2/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Garver & G a) Contract Ap			(2,142.64)					
2/2/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Garver & G a) Contract Ap		2,142.64		2,142.64				
2/4/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Garver & G a) Contract Ap			(1,509.01)					
2/4/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Staffmark a) Temp Service			(398.58)					
2/4/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Garver & G a) Contract Ap		1,509.01						1,509.01
2/4/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Staffmark a) Temp Service		398.58						398.58
2/8/2000	1010.6600.5314.00	EX	EA	PO	PurchOrder	Grubbs Recording P.O.			2,000.00					
2/8/2000	1010.6600.5314.00	EX	EA	PO	PurchOrder	Mid Contin Recording P.O.			4,987.51					
2/10/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Staffmark a) Temp Service			(980.55)					
2/10/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu a) Professiona			(992.64)					
2/10/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu a) Scope of Se			(1,022.50)					
2/10/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Garver & G a) Contract Ap			(701.22)					
2/10/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Staffmark a) Temp Service		91.98						91.98
2/10/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu a) Professiona		992.64		992.64				
2/10/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu a) Scope of Se		1,022.50		1,022.50				
2/10/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Garver & G a) Contract Ap		701.22		701.22				
2/17/2000	1010.6600.5314.00	EX	EA	PO	PurchOrder	Grubbs Recording P.O.			4,000.00					
2/22/2000	4470.9470.5301.00	EX	EA	PO	PurchOrder	Community Recording P.O.			400.00					
2/23/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Garver & G a) Contract Ap			(392.13)					
2/23/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Garver & G a) Contract Ap		2,142.64						2,142.64
2/24/2000	4470.9470.5808.00	EX	EA	PO	PurchOrder	Amer Speed Recording P.O.			150.00					
2/25/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Garver & G Voiding Invoic			2,142.64					
2/25/2000	1010.6600.5314.00	EX.	EA	AP	AcctsPaybl	Garver & G Voiding Invoic			1,509.01					
2/25/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Garver & G Voiding Invoic		(2,142.64)						(2,142.64)
2/25/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Garver & G Voiding Invoic		(1,509.01)						(1,509.01)
2/25/2000	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Ark State Review fee-AR R		250.00			250.00			
2/25/2000	4470.9470.5815.00	EX	JE	AP	AcctsPaybl	Ark State Review fee-AR R		250.00				250.00		
2/28/2000	4470.9470.5808.00	EX	EA	PO	PurchOrder	Southern Recording P.O.			32.24					
2/28/2000	4470.9470.5815.00	EX	EA	PO	PurchOrder	Southern Recording P.O.			32.24					
2/29/2000	4470.9470.5808.00	EX	EA	AP	AcctsPaybl	Amer Speed a) Printing Sp			(150.00)					
2/29/2000	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Amer Speed a) Printing Sp		1.15			1.15			
2/29/2000	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Amer Speed a) Printing Sp		114.86			114.86			
2/29/2000	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Amer Speed a) Printing Sp		1.15			1.15			
2/29/2000	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Amer Speed a) Printing Sp		5.32			5.32			

Date	G/L Account Number				Source	Description	Budget	Expense	Encumbrance	Land Costs	Water-line Costs	Sewer Costs	Incorrect charges	Other Costs
3/7/2000	4470.9470.5808.00	EX	EA	AP	AcctsPaybl	Southern a) Printing Plan			(32.24)					
3/7/2000	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Southern a) Printing Plan		0.30			0.30			
3/7/2000	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Southern a) Printing Plan		30.24			30.24			
3/7/2000	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Southern a) Printing Plan		0.30			0.30			
3/7/2000	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Southern a) Printing Plan		1.40			1.40			
3/7/2000	4470.9470.5815.00	EX	EA	AP	AcctsPaybl	Southern b) Printing Plan			(32.24)					
3/7/2000	4470.9470.5815.00	EX	JE	AP	AcctsPaybl	Southern b) Printing Plan		0.30				0.30		
3/7/2000	4470.9470.5815.00	EX	JE	AP	AcctsPaybl	Southern b) Printing Plan		30.24				30.24		
3/7/2000	4470.9470.5815.00	EX	JE	AP	AcctsPaybl	Southern b) Printing Plan		0.30				0.30		
3/7/2000	4470.9470.5815.00	EX	JE	AP	AcctsPaybl	Southern b) Printing Plan		1.40				1.40		
3/23/2000	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Bohnhoff Easement Compens		330.00			330.00			
3/24/2000	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Petty Cash Reimb Petty Ca		24.49			24.49			
3/30/2000	1010.6600.5315.00	EX	EA	PO	PurchOrder	Mid Contin Recording P.O.			9,336.41					
4/13/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu a) Professiona			(7,044.58)					
4/13/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu a) Professiona		7,044.58		7,044.58				
4/14/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Petty Cash Reimb Petty Ca		47.99						47.99
4/18/2000	1010.6600.5314.00	EX	EA	PO	PurchOrder	Bronson Ab Changing P.O.			(407.00)					
5/18/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu a) Professiona			(6,313.09)					
5/18/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu a) Professiona		6,313.09		6,313.09				
5/23/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Grubbs a) Street Subgrade			(3,535.00)					
5/23/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Grubbs a) Geotechnical In			(1,712.00)					
5/23/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Grubbs a) Street Subgrade		3,535.00		3,535.00				
5/23/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Grubbs a) Geotechnical In		1,712.00		1,712.00				
5/25/2000	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Petty Cash Reimb Petty Ca		24.00			24.00			
5/31/2000	4470.9470.5808.00	EX	EA	PO	PurchOrder	Grubbs Recording P.O.			500.00					
5/31/2000	4470.9470.5815.00	EX	EA	PO	PurchOrder	Grubbs Recording P.O.			500.00					
6/9/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Mid Contin a) Cultural Re			(4,987.51)					
6/9/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Mid Contin a) Cultural Re		4,987.51		4,987.51				
6/15/2000	4470.9470.5808.00	EX	EA	PO	PurchOrder	Fayette Tr Recording P.O.			87,000.00					
6/15/2000	4470.9470.5815.00	EX	EA	PO	PurchOrder	Fayette Tr Recording P.O.			202,416.00					
6/16/2000	4470.9470.5808.00	EX	EA	AP	AcctsPaybl	Fayette Tr a) Constructio			(14,785.00)					
6/16/2000	4470.9470.5808.00	EX	EA	PO	PurchOrder	Hanson Pip Recording P.O.			3,135.00					
6/16/2000	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Fayette Tr a) Constructio		14,785.00			14,785.00			
6/16/2000	4470.9470.5815.00	EX	EA	AP	AcctsPaybl	Fayette Tr b) Constructio			(102,667.88)					
6/16/2000	4470.9470.5815.00	EX	JE	AP	AcctsPaybl	Fayette Tr b) Constructio		102,667.88				102,667.88		
7/7/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu a) Professiona			(8,076.50)					
7/7/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu a) Professiona		8,076.50		8,076.50				
7/12/2000	4470.9470.5301.00	EX	EA	AP	AcctsPaybl	Community a) Ad for Bid #			(400.00)					
7/12/2000	4470.9470.5301.00	EX	JE	AP	AcctsPaybl	Community a) Ad for Bid #		251.10						251.10
7/19/2000	4470.9470.5808.00	EX	EA	AP	AcctsPaybl	Fayette Tr a) Constructio			(39,401.92)					
7/19/2000	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Fayette Tr a) Constructio		39,401.92			39,401.92			
7/19/2000	4470.9470.5815.00	EX	EA	AP	AcctsPaybl	Fayette Tr b) Constructio			(47,828.36)					
7/19/2000	4470.9470.5815.00	EX	JE	AP	AcctsPaybl	Fayette Tr b) Constructio		47,828.36				47,828.36		
7/20/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Grubbs a) Geotechnical In			(108.00)					
7/20/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Grubbs a) Geotechnical In		108.00		108.00				
7/21/2000	4470.9470.5808.00	EX	EA	AP	AcctsPaybl	Hanson Pip a) Pressure Ta			(3,135.00)					

Date	G/L Account Number				Source	Description	Budget	Expense	Encumbrance	Land Costs	Water-line Costs	Sewer Costs	Incorrect charges	Other Costs
7/21/2000	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Hanson Pip a) Pressure Ta		3,135.00			3,135.00			
7/26/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu a) Professiona			(4,186.94)					
7/26/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu a) Professiona		4,186.94		4,186.94				
7/31/2000	1010.6600.5314.00	EX	BA	BA	BA# 00-070	Admin: Project Budgets	24,318							
7/31/2000	1010.6600.5315.00	EX	BA	BA	BA# 00-070	Admin: Project Budgets	9,336							
7/31/2000	1010.6600.5809.00	EX	BA	BA	BA# 00-070	Admin: Project Budgets	(33,654)							
7/31/2000	4470.9470.5808.00	EX	BA	BA	BA# 00-070	Admin: Project Budgets	(203,198)							
7/31/2000	4470.9470.5808.00	EX	JE	JE	7215 Kevin	Exp Costs w/Capital Prj		39,397.96			39,397.96			
7/31/2000	4470.9470.5815.00	EX	BA	BA	BA# 00-070	Admin: Project Budgets	203,198							
8/8/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Capitol a) Repair Pentax			(250.00)					
8/8/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Capitol a) Repair Pentax		2.00						2.00
8/8/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Capitol a) Repair Pentax		200.00						200.00
8/8/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Capitol a) Repair Pentax		1.00						1.00
8/8/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Capitol a) Repair Pentax		9.25						9.25
8/15/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Grubbs a) Street Subgrade			(97.00)					
8/15/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Grubbs a) Street Subgrade		97.00		97.00				
8/16/2000	4470.9470.5808.00	EX	JE	JE	8097 CPate	Rec 7/00 Tax-8/00 Prepay		133.12			133.12			
9/5/2000	1010.6600.5314.00	EX	EA	PO	PurchOrder	EGIS Consu Changing P.O.			164,050.00					
9/8/2000	4470.9470.5808.00	EX	EA	AP	AcctsPaybl	Fayette Tr a) Constructio			(22,097.53)					
9/8/2000	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Fayette Tr a) Constructio		22,097.53			22,097.53			
9/8/2000	4470.9470.5815.00	EX	EA	AP	AcctsPaybl	Fayette Tr b) Constructio			(51,560.90)					
9/8/2000	4470.9470.5815.00	EX	JE	AP	AcctsPaybl	Fayette Tr b) Constructio		51,560.90				51,560.90		
9/11/2000	1010.6600.5314.00	EX	EA	PO	PurchOrder	EGIS Consu Changing P.O.			(27,000.00)					
9/18/2000	4470.9470.5808.00	EX	JE	JE	9094 CPate	Corr Ck 264352; 265747		61,404.96			61,404.96			
9/18/2000	4470.9470.5808.00	EX	JE	JE	9094 CPate	Corr Ck 264352; 265747		(54,186.92)			(54,186.92)			
9/18/2000	4470.9470.5815.00	EX	JE	JE	9094 CPate	Corr Ck 264352; 265747		143,278.20				143,278.20		
9/18/2000	4470.9470.5815.00	EX	JE	JE	9094 CPate	Corr Ck 264352; 265747		(150,496.24)				(150,496.24)		
10/4/2000	1010.6600.5314.00	EX	EA	PO	PurchOrder	EGIS Consu Changing P.O.			27,000.00					
10/5/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Grubbs a) Street Subgrade			(316.00)					
10/5/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Grubbs a) Street Subgrade		316.00		316.00				
10/30/2000	1010.6600.5314.00	EX	BA	BA	BA# 00-113	Admin: Category Adjustmnt	150,000							
10/30/2000	1010.6600.5809.00	EX	BA	BA	BA# 00-113	Admin: Category Adjustmnt	(150,000)							
11/15/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	Garver Eng a) Contract Ap			(71.76)					
11/15/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Garver Eng a) Contract Ap		71.76		71.76				
12/1/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu a) Professiona			(187.24)					
12/1/2000	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu b) Amendment t			(5,196.51)					
12/1/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu a) Professiona		187.24		187.24				
12/1/2000	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu b) Amendment t		5,196.51		5,196.51				
12/12/2000	1010.6600.5314.00	EX	EA	PO	PurchOrder	Garver & G Changing P.O.			(3,579.89)					
12/12/2000	1010.6600.5314.00	EX	EA	PO	PurchOrder	Grubbs Changing P.O. O.			(180.00)					
12/20/2000	1010.6600.5314.00	EX	EA	EA	12253 Vice	Corr encumb			1,022.50					
12/31/2000	1010.6600.5314.00	EX	BA	BA	BA# 00-143	Admin: Project Category	9,894							
12/31/2000	1010.6600.5314.00	EX	BA	SC	SOFT CLOSE	Year End Soft Close	(159,053)							
12/31/2000	1010.6600.5314.00	EX	BA	SC	Soft Close	Reverse Soft Close Budget	159,053							
12/31/2000	1010.6600.5314.00	EX	EA	PO	PurchOrder	Grubbs Changing P.O. O.			(52.00)					
12/31/2000	1010.6600.5314.00	EX	EA	SC	SOFT CLOSE	Year End Soft Close			(159,052.50)					

Date	G/L Account Number				Source	Description	Budget	Expense	Encumbrance	Land Costs	Water-line Costs	Sewer Costs	Incorrect charges	Other Costs
12/31/2000	1010.6600.5314.00	EX	JE	JE	12529 TFin	Accrue Exp PO 00-548/EGIS		10,913.13						10,913.13
12/31/2000	1010.6600.5315.00	EX	BA	SC	SOFT CLOSE	Year End Soft Close	(9,336)							
12/31/2000	1010.6600.5315.00	EX	BA	SC	Soft Close	Reverse Soft Close Budget	9,336							
12/31/2000	1010.6600.5315.00	EX	EA	SC	SOFT CLOSE	Year End Soft Close			(9,336.41)					
12/31/2000	1010.6600.5809.00	EX	BA	BA	BA# 00-143	Admin: Project Category	(9,894)							
12/31/2000	4470.9470.5301.00	EX	BA	BA	BA# 00-143	Admin: Project Category	252							
12/31/2000	4470.9470.5808.00	EX	BA	BA	BA# 00-150	Admin: Project Categories	(8,669)							
12/31/2000	4470.9470.5808.00	EX	BA	SC	SOFT CLOSE	Year End Soft Close	(10,716)							
12/31/2000	4470.9470.5808.00	EX	BA	SC	Soft Close	Reverse Soft Close Budget	10,716							
12/31/2000	4470.9470.5808.00	EX	EA	AP	AcctsPaybl	Grubbs a) Construction Te			(121.50)					
12/31/2000	4470.9470.5808.00	EX	EA	PO	PurchOrder	Grubbs Changing P.O. O.			(378.50)					
12/31/2000	4470.9470.5808.00	EX	EA	SC	SOFT CLOSE	Year End Soft Close			(10,715.55)					
12/31/2000	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Grubbs a) Construction Te		121.50			121.50			
12/31/2000	4470.9470.5808.00	EX	JE	JE	12427 TFin	Accrue Exp PO 00-2192/Fay		26,850.23			26,850.23			
12/31/2000	4470.9470.5808.00	EX	JE	JE	12554 TFin	Corr JE 12427/Fayette Tre		(16,134.68)			(16,134.68)			
12/31/2000	4470.9470.5815.00	EX	BA	BA	BA# 00-143	Admin: Project Category	(252)							
12/31/2000	4470.9470.5815.00	EX	BA	BA	BA# 00-150	Admin: Project Categories	8,669							
12/31/2000	4470.9470.5815.00	EX	BA	SC	SOFT CLOSE	Year End Soft Close	(359)							
12/31/2000	4470.9470.5815.00	EX	BA	SC	Soft Close	Reverse Soft Close Budget	359							
12/31/2000	4470.9470.5815.00	EX	EA	PO	PurchOrder	Grubbs Changing P.O. O.			(500.00)					
12/31/2000	4470.9470.5815.00	EX	EA	SC	SOFT CLOSE	Year End Soft Close			(358.86)					
12/31/2000	4470.9470.5815.00	EX	JE	JE	12554 TFin	Corr JE 12427/Fayette Tre		16,134.68			16,134.68			
1/1/2001	1010.6600.5314.00	EX	BA	SC	Soft Close	Reverse Soft Close Budget	(159,053)							
1/1/2001	1010.6600.5314.00	EX	JE	JE	1286 TFine	Reverse JE 12529/EGIS Con		(10,913.13)						(10,913.13)
1/1/2001	1010.6600.5315.00	EX	BA	SC	Soft Close	Reverse Soft Close Budget	(9,336)							
1/1/2001	4470.9470.5808.00	EX	BA	SC	Soft Close	Reverse Soft Close Budget	(10,716)							
1/1/2001	4470.9470.5808.00	EX	JE	JE	1307 TFine	Correct JE 1165/Fayette T		16,134.68				16,134.68		
1/1/2001	4470.9470.5815.00	EX	BA	SC	Soft Close	Reverse Soft Close Budget	(359)							
1/1/2001	4470.9470.5815.00	EX	JE	JE	1307 TFine	Correct JE 1165/Fayette T		(16,134.68)				(16,134.68)		
1/2/2001	1010.6600.5314.00	EX	BA	SC	SOFT CLOSE	Year End Soft Close	159,053							
1/2/2001	1010.6600.5314.00	EX	EA	SC	SOFT CLOSE	Year End Soft Close			159,052.50					
1/2/2001	1010.6600.5315.00	EX	BA	SC	SOFT CLOSE	Year End Soft Close	9,336							
1/2/2001	1010.6600.5315.00	EX	EA	SC	SOFT CLOSE	Year End Soft Close			9,336.41					
1/2/2001	4470.9470.5808.00	EX	BA	SC	SOFT CLOSE	Year End Soft Close	10,716							
1/2/2001	4470.9470.5808.00	EX	EA	SC	SOFT CLOSE	Year End Soft Close			10,715.55					
1/2/2001	4470.9470.5815.00	EX	BA	SC	SOFT CLOSE	Year End Soft Close	359							
1/2/2001	4470.9470.5815.00	EX	EA	SC	SOFT CLOSE	Year End Soft Close			358.86					
1/18/2001	4470.9470.5808.00	EX	EA	PO	PurchOrder	Fayette Tr Changing P.O.			202,057.14					
1/18/2001	4470.9470.5808.00	EX	EA	PO	Changing P	POs Chngd 01/18/2001-corr			(202,057.14)					
1/18/2001	4470.9470.5815.00	EX	EA	PO	PurchOrder	Fayette Tr Changing P.O.			(186,281.32)					
1/18/2001	4470.9470.5815.00	EX	EA	PO	Changing P	POs Chngd 01/18/2001-corr			186,281.32					
1/18/2001	4470.9470.5815.00	EX	EA	PO	Changing P	POs Chngd 01/18/2001-corr			15,775.82					
1/20/2001	4470.9470.5808.00	EX	EA	AP	AcctsPaybl	Fayette Tr a) Constructio			(10,715.55)					
1/20/2001	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Fayette Tr a) Constructio		10,715.55			10,715.55			
1/20/2001	4470.9470.5815.00	EX	EA	AP	AcctsPaybl	Fayette Tr b) Constructio			(358.86)					
1/20/2001	4470.9470.5815.00	EX	EA	AP	AcctsPaybl	Fayette Tr c) C/O #1 to C			(15,775.82)					

Date	G/L Account Number				Source	Description	Budget	Expense	Encumbrance	Land Costs	Water-line Costs	Sewer Costs	Incorrect charges	Other Costs
1/20/2001	4470.9470.5815.00	EX	JE	AP	AcctsPaybl	Fayette Tr b) Constructio		358.86				358.86		
1/20/2001	4470.9470.5815.00	EX	JE	AP	AcctsPaybl	Fayette Tr c) C/O #1 to C		15,775.82				15,775.82		
1/22/2001	4470.9470.5808.00	EX	JE	JE	1165 TFine	Reverse JE 12427/Fayett T		(26,850.23)			(26,850.23)			
1/26/2001	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Wilkins, R L8 Coyote Trai		200.00			200.00			
2/6/2001	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu a) Professiona			(199.01)					
2/6/2001	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu b) Amendment t			(10,714.12)					
2/6/2001	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu a) Professiona		199.01						199.01
2/6/2001	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu b) Amendment t		10,714.12						10,714.12
3/1/2001	1010.6600.5314.00	EX	BA	BA	BA# 01-001	2000 Rollforward Budgets	148,139							
3/1/2001	1010.6600.5315.00	EX	BA	BA	BA# 01-001	2000 Rollforward Budgets	9,336							
3/1/2001	1010.6600.5809.00	EX	BA	BA	BA# 01-001	2000 Rollforward Budgets	506,452							
3/1/2001	4470.9470.5808.00	EX	BA	BA	BA# 01-001	2000 Rollforward Budgets	820,344							
3/1/2001	4470.9470.5815.00	EX	BA	BA	BA# 01-001	2000 Rollforward Budgets	359							
3/8/2001	1010.6600.5315.00	EX	EA	AP	AcctsPaybl	Mid Contin a) Phase 2 Arc			(9,336.41)					
3/8/2001	1010.6600.5315.00	EX	JE	AP	AcctsPaybl	Mid Contin a) Phase 2 Arc		9,336.41						9,336.41
3/13/2001	1010.6600.5805.00	EX	JE	AP	AcctsPaybl	Bronson Ab 2.5 Acres/Cach		94,306.00		94,306.00				
3/14/2001	1010.6600.5805.00	EX	JE	AP	AcctsPaybl	IFWORLD Reimb Costs		40,506.63		40,506.63				
3/15/2001	1010.6600.5805.00	EX	JE	AP	AcctsPaybl	Cache Inv Reimb Costs		40,506.63		40,506.63				
3/15/2001	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Connell, E Lunch/Hog City		61.60			61.60			
3/20/2001	1010.6600.5805.00	EX	JE	AP	AcctsPaybl	IFWORLD Voiding Invoice		(40,506.63)		(40,506.63)				
3/21/2001	1010.6600.5805.00	EX	JE	RA	Misc Recpt	Bronson-Ref Overpymt-Cach		(6.00)		(6.00)				
3/23/2001	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Petty Cash Reimb Petty Ca		6.00			6.00			
3/28/2001	4470.9470.5808.00	EX	EA	PO	PurchOrder	Asso Appr Recording P.O.			1,500.00					
3/30/2001	4470.9470.5200.00	EX	JE	JE	3202 MAF	Recl Exp-Ck 275070/Connel		61.60						61.60
3/30/2001	4470.9470.5808.00	EX	JE	JE	3202 MAF	Recl Exp-Ck 275070/Connel		(61.60)			(61.60)			
4/26/2001	4470.9470.5808.00	EX	EA	AP	AcctsPaybl	Asso Appr a) Research & T			(1,500.00)					
4/26/2001	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Asso Appr a) Research & T		1,500.00			1,500.00			
6/22/2001	1010.6600.5301.00	EX	EA	PO	PurchOrder	Community Recording P.O.			288.48					
6/28/2001	4470.9470.5808.00	EX	EA	PO	PurchOrder	Hertz/Equi Changing P.O.			3,000.00					
7/24/2001	4470.9470.5808.00	EX	EA	AP	AcctsPaybl	Hertz/Equi a) Rental, Tra			(3,000.00)					
7/24/2001	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Hertz/Equi a) Rental, Tra		25.00			25.00			
7/24/2001	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Hertz/Equi a) Rental, Tra		3,002.50			3,002.50			
7/24/2001	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Hertz/Equi a) Rental, Tra		55.02			55.02			
7/24/2001	4470.9470.5808.00	EX	JE	AP	AcctsPaybl	Hertz/Equi a) Rental, Tra		153.92			153.92			
7/26/2001	1010.6600.5301.00	EX	EA	AP	AcctsPaybl	Community a) Ad for prime			(288.48)					
7/26/2001	1010.6600.5301.00	EX	JE	AP	AcctsPaybl	Community a) Ad for prime		288.48						288.48
9/17/2001	1010.6600.5809.00	EX	JE	JE	9128 RC	Work At Research & Tech		29,124.21						29,124.21
10/27/2001	1010.6600.5809.00	EX	JE	JE	10202 KS	Recd engr exp pay pd 1-20		10,256.99						10,256.99
10/31/2001	1010.6600.5301.00	EX	BA	BA	BA# 01-109	Admin: Project Category	289							
10/31/2001	1010.6600.5805.00	EX	BA	BA	BA# 01-109	Admin: Project Category	134,807							
10/31/2001	1010.6600.5809.00	EX	BA	BA	BA# 01-109	Admin: Project Category	(135,096)							
10/31/2001	4470.9470.5200.00	EX	BA	BA	BA# 01-109	Admin: Project Category	62							
10/31/2001	4470.9470.5815.00	EX	BA	BA	BA# 01-109	Admin: Project Category	(62)							
12/14/2001	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu b) Amendment t			(2,724.75)					
12/14/2001	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu b) Amendment t		2,724.75						2,724.75
12/31/2001	1010.6600.5314.00	EX	BA	SC	SOFT CLOSE	Year End Soft Close	(145,415)							

Date	G/L Account Number				Source	Description	Budget	Expense	Encumbrance	[redacted]	Land Costs	Water-line Costs	Sewer Costs	Incorrect charges	Other Costs
12/31/2001	1010.6600.5314.00	EX	BA	SC	Soft Close	Reverse Soft Close Budget	145,415								
12/31/2001	1010.6600.5314.00	EX	EA	SC	SOFT CLOSE	Year End Soft Close			(145,414.62)						
12/31/2001	1010.6600.5314.00	EX	JE	JE	12312 EB	Recl PO#00-548		2,445.00							2,445.00
12/31/2001	4470.9470.5400.00	EX	BA	BA	BA# 01-164	Capital Project Increases	5,235								
12/31/2001	4470.9470.5400.00	EX	JE	JE	12343 JNel	Wk f/eng labor exp R&T Pk		2,351.70							2,351.70
12/31/2001	4470.9470.5400.00	EX	JE	JE	12343 JNel	Wk f/eng equip exp R&T Pk		2,882.58							2,882.58
12/31/2001	4470.9470.5808.00	EX	BA	BA	BA# 01-164	Capital Project Increases	(4,938)								
12/31/2001	4470.9470.5815.00	EX	BA	BA	BA# 01-164	Capital Project Increases	(297)								
1/1/2002	1010.6600.5314.00	EX	BA	SC	SOFT CLOSE	Year End Soft Close	145,415								
1/1/2002	1010.6600.5314.00	EX	BA	SC	Soft Close	Reverse Soft Close BA	(145,415)								
1/1/2002	1010.6600.5314.00	EX	EA	SC	SOFT CLOSE	Year End Soft Close			145,414.62						
1/1/2002	1010.6600.5314.00	EX	JE	JE	1131 EB	Reverse JE#12312		(2,445.00)							(2,445.00)
1/18/2002	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu b) Amendment t			(2,445.00)						
1/18/2002	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu b) Amendment t		2,445.00							2,445.00
2/5/2002	4470.9470.5809.00	EX	BA	BA	BA# 02-008	Research & Tech Park Roll	1,494,602								
2/19/2002	1010.6600.5314.00	EX	BA	BA	BA# 02-009	2001 Rollforwarded Funds	142,970								
2/19/2002	4470.9470.5809.00	EX	BA	BA	BA# 02-009	2001 Rollforwarded Funds	331,975								
3/4/2002	1010.6600.5314.00	EX	EA	PO	PurchOrder	EGIS Consu Changing P.O.			(79,246.00)						
3/8/2002	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu b) Amendment t			(3,122.12)						
3/8/2002	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	Petty Cash Reimb Petty Ca		5.19							5.19
3/8/2002	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu b) Amendment t		3,122.12							3,122.12
3/8/2002	4470.9470.5301.00	EX	JE	AP	AcctsPaybl	Tri-Sign Sign for Land at		2,573.38							2,573.38
3/12/2002	4470.9470.5809.00	EX	EA	PO	PurchOrder	McClelland Recording P.O.			128,158.00						
3/27/2002	1010.6600.5809.00	EX	JE	AP	AcctsPaybl	Petty Cash Reimb Petty Ca		38.21							38.21
4/4/2002	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu b) Amendment t			(4,901.50)						
4/4/2002	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu c) Amendment #			(9,945.05)						
4/4/2002	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu b) Amendment t		4,901.50							4,901.50
4/4/2002	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu c) Amendment #		9,945.05							9,945.05
4/4/2002	4470.9470.5809.00	EX	EA	AP	AcctsPaybl	McClelland a) Engineering			(10,415.79)						
4/4/2002	4470.9470.5809.00	EX	JE	AP	AcctsPaybl	McClelland a) Engineering		10,415.79							10,415.79
5/16/2002	4470.9470.5809.00	EX	EA	AP	AcctsPaybl	McClelland a) Engineering			(4,767.47)						
5/16/2002	4470.9470.5809.00	EX	JE	AP	AcctsPaybl	McClelland a) Engineering		4,767.47							4,767.47
5/22/2002	4470.9470.5809.00	EX	EA	PO	PurchOrder	Real Estat Recording P.O.			8,500.00						
6/6/2002	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu c) Amendment #			(6,115.00)						
6/6/2002	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu c) Amendment #		6,115.00							6,115.00
6/11/2002	4470.9470.5200.00	EX	EA	PO	PurchOrder	Kinkos Recording P.O.			173.74						
6/19/2002	4470.9470.5809.00	EX	EA	PO	PurchOrder	Real Estat Changing P.O.			1,499.00						
6/21/2002	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu c) Amendment #			(2,752.50)						
6/21/2002	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu c) Amendment #		2,752.50							2,752.50
6/24/2002	4470.9470.5200.00	EX	EA	AP	AcctsPaybl	Kinkos a) Printing, Mount			(173.74)						
6/24/2002	4470.9470.5200.00	EX	JE	AP	AcctsPaybl	Kinkos a) Printing, Mount		2.17							2.17
6/24/2002	4470.9470.5200.00	EX	JE	AP	AcctsPaybl	Kinkos a) Printing, Mount		173.74							173.74
6/24/2002	4470.9470.5200.00	EX	JE	AP	AcctsPaybl	Kinkos a) Printing, Mount		3.05							3.05
6/24/2002	4470.9470.5200.00	EX	JE	AP	AcctsPaybl	Kinkos a) Printing, Mount		8.90							8.90
6/27/2002	4470.9470.5809.00	EX	EA	AP	AcctsPaybl	Real Estat a) Appraisal,			(8,500.00)						
6/27/2002	4470.9470.5809.00	EX	EA	AP	AcctsPaybl	Real Estat b) 06/19/02 C/			(1,499.00)						

Date	G/L Account Number				Source	Description	Budget	Expense	Encumbrance	Land Costs	Water-line Costs	Sewer Costs	Incorrect charges	Other Costs
6/27/2002	4470.9470.5809.00	EX	JE	AP	AcctsPaybl	Real Estat a) Appraisal,		8,500.00		8,500.00				
6/27/2002	4470.9470.5809.00	EX	JE	AP	AcctsPaybl	Real Estat b) 06/19/02 C/		1,200.00		1,200.00				
7/12/2002	4470.9470.5809.00	EX	JE	AP	AcctsPaybl	Real Estat a) Initial Con		100.00						100.00
7/26/2002	4470.9470.5314.00	EX	JE	AP	AcctsPaybl	U of A Strategic Planning		37,500.00					37,500.00	
7/30/2002	4470.9470.5805.00	EX	JE	JE	7163 ST	Corr ck#295389		9,700.00						9,700.00
7/30/2002	4470.9470.5809.00	EX	JE	JE	7163 ST	Corr ck#295389		(9,700.00)						(9,700.00)
8/9/2002	4470.9470.5809.00	EX	EA	AP	AcctsPaybl	McClelland a) Engineering			(10,754.00)					
8/9/2002	4470.9470.5809.00	EX	EA	AP	AcctsPaybl	McClelland a) Engineering			(1,621.25)					
8/9/2002	4470.9470.5809.00	EX	JE	AP	AcctsPaybl	McClelland a) Engineering		10,754.00						10,754.00
8/9/2002	4470.9470.5809.00	EX	JE	AP	AcctsPaybl	McClelland a) Engineering		1,621.25						1,621.25
8/13/2002	4470.9470.5809.00	EX	EA	PO	PurchOrder	McClelland Changing P.O.			16,927.47					
8/30/2002	4470.9470.5200.00	EX	BA	BA	BA# 02-083	Admin: Category Adjustmnt	188							
8/30/2002	4470.9470.5301.00	EX	BA	BA	BA# 02-083	Admin: Category Adjustmnt	2,574							
8/30/2002	4470.9470.5314.00	EX	BA	BA	BA# 02-083	Admin: Category Adjustmnt	37,500							
8/30/2002	4470.9470.5805.00	EX	BA	BA	BA# 02-083	Admin: Category Adjustmnt	9,700							
8/30/2002	4470.9470.5809.00	EX	BA	BA	BA# 02-083	Admin: Category Adjustmnt	(49,962)							
9/27/2002	4470.9470.5315.00	EX	JE	AP	AcctsPaybl	Fayv Town Room Rental Wi		1,260.00						1,260.00
11/26/2002	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu c) Amendment #			(7,825.63)					
11/26/2002	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu c) Amendment #		7,825.63						7,825.63
12/31/2002	1010.6600.5314.00	EX	BA	BA	BA# 02-155	Admin: Category Adjustmen	(38)							
12/31/2002	1010.6600.5314.00	EX	EA	SC	SOFT CLOSE	Year End Soft Close			(29,061.82)					
12/31/2002	1010.6600.5314.00	EX	JE	JE	12271 EB	Accrue Exp PO 02-548		2,337.50						2,337.50
12/31/2002	1010.6600.5809.00	EX	BA	BA	BA# 02-155	Admin: Category Adjustmen	38							
12/31/2002	4470.9470.5314.00	EX	BA	BA	BA# 02-155	Admin: Category Adjustmen	3,853							
12/31/2002	4470.9470.5314.00	EX	JE	JE	12344 KS	Rec Engr Exp-Proj PP 1-26		3,853.19						3,853.19
12/31/2002	4470.9470.5315.00	EX	BA	BA	BA# 02-155	Admin: Category Adjustmen	1,260							
12/31/2002	4470.9470.5809.00	EX	BA	BA	BA# 02-155	Admin: Category Adjustmen	(5,113)							
12/31/2002	4470.9470.5809.00	EX	EA	SC	SOFT CLOSE	Year End Soft Close			(117,526.96)					
12/31/2002	4470.9470.5809.00	EX	JE	JE	12355 EB	Recl 2002 Exp-2003 PO's		1,926.50						1,926.50
1/1/2003	1010.6600.5314.00	EX	EA	SC	SOFT CLOSE	Year End Soft Close			29,061.82					
1/1/2003	1010.6600.5314.00	EX	JE	JE	1105 EB	Reverse JE 12271		(2,337.50)						(2,337.50)
1/1/2003	4470.9470.5809.00	EX	EA	SC	SOFT CLOSE	Year End Soft Close			117,526.96					
1/1/2003	4470.9470.5809.00	EX	JE	JE	1174 EB	Rvrs JE #12355		(1,926.50)						(1,926.50)
1/10/2003	1010.6600.5314.00	EX	EA	AP	AcctsPaybl	EGIS Consu c) Amendment #			(2,337.50)					
1/10/2003	1010.6600.5314.00	EX	JE	AP	AcctsPaybl	EGIS Consu c) Amendment #		2,337.50						2,337.50
1/24/2003	4470.9470.5809.00	EX	EA	AP	AcctsPaybl	McClelland a) Engineering			(1,926.50)					
1/24/2003	4470.9470.5809.00	EX	JE	AP	AcctsPaybl	McClelland a) Engineering		1,926.50						1,926.50
1/31/2003	1010.6600.5314.00	EX	BA	BA	BA# 03-002	2002 Rollforwarded Funds	26,724							
1/31/2003	4470.9470.5809.00	EX	BA	BA	BA# 03-002	2002 Rollforwarded Funds	115,600							
2/28/2003	4470.9470.5809.00	EX	EA	AP	AcctsPaybl	McClelland a) Engineering			(351.00)					
2/28/2003	4470.9470.5809.00	EX	JE	AP	AcctsPaybl	McClelland a) Engineering		351.00						351.00
3/7/2003	1010.6600.5301.00	EX	EA	PO	PurchOrder	Ark Democr Recording P.O.			75.00					
3/14/2003	4470.9470.5809.00	EX	EA	PO	PurchOrder	Farm Serv Recording P.O.			446.85					
3/19/2003	4470.9470.5809.00	EX	EA	AP	AcctsPaybl	Farm Serv a) Fence Suppli			(446.85)					
3/19/2003	4470.9470.5809.00	EX	JE	AP	AcctsPaybl	Farm Serv a) Fence Suppli		6.59						6.59
3/19/2003	4470.9470.5809.00	EX	JE	AP	AcctsPaybl	Farm Serv a) Fence Suppli		439.65						439.65

Date	G/L Account Number				Source	Description	Budget	Expense	Encumbrance	Land Costs	Water-line Costs	Sewer Costs	Incorrect charges	Other Costs
3/19/2003	4470.9470.5809.00	EX	JE	AP	AcctsPaybl	Farm Serv a) Fence Suppli		7.69						7.69
3/19/2003	4470.9470.5809.00	EX	JE	AP	AcctsPaybl	Farm Serv a) Fence Suppli		22.54						22.54
4/1/2003	1010.6600.5314.00	EX	BA	BA	BA# 03-012	2002 Capital Rollforwards	79,203							
4/1/2003	4470.9470.5809.00	EX	BA	BA	BA# 03-012	2002 Capital Rollforwards	1,626,317							
4/4/2003	1010.6600.5301.00	EX	EA	AP	AcctsPaybl	Ark Democr A) Environment			(75.00)					
4/4/2003	1010.6600.5301.00	EX	JE	AP	AcctsPaybl	Ark Democr A) Environment		75.00						75.00
4/10/2003	1010.6600.5301.00	EX	JE	AP	AcctsPaybl	Ark Democr Voiding Invoic		(75.00)						(75.00)
4/11/2003	1010.6600.5301.00	EX	JE	AP	AcctsPaybl	Ark Democr Ads		53.75						53.75
4/24/2003	1010.6600.5315.00	EX	EA	PO	PurchOrder	Cassels' Recording P.O.			3,000.00					
							6,143,777	903,622.23	145,996.28	350,645.27	142,731.27	211,256.02	49,446.00	149,543.67

PROJECT NUMBER . . : 95075 Research & High Tech Park

EXPENSE ACCOUNT TRANSACTION

--TRANSACTION--- DATE	JT	TT	JOURNAL	G/L ACCOUNT NUMBER	DESCRIPTION		BUDGET AMOUNT	EXPENSE AMOUNT	ENCUMBRANCE AMOUNT
10/11/1995	EA	PO	9510119	1010.6600.5301.00	HWA TIMES RECORDING P.O.	PO#0045132	.00	.00	56.50
10/26/1995	JE	AP	9508830	1010.6600.5301.00	HWA TIMES ADVERTISEMENT RF	CK#0170271	.00	56.50	.00
10/26/1995	EA	PO	9510269	1010.6600.5301.00	HWA TIMES INVOICE ENTRY	PO#0045132	.00	.00	56.50-
3/11/1996	EA	PO	9603119	1010.6600.5314.00	HAMMER,SIL RECORDING P.O.	PO#0046824	.00	.00	35,400.00
5/21/1996	JE	AP	9604711	1010.6600.5314.00	HAMMER,SILPHASE I - MARKE	CK#0201406	.00	7,080.00	.00
5/21/1996	EA	PO	9605219	1010.6600.5314.00	HAMMER,SIL INVOICE ENTRY	PO#0046824	.00	.00	7,080.00-
7/25/1996	JE	AP	9604711	1010.6600.5314.00	HAMMER,SILPHASE I - MARKE	CK#0204017	.00	26,550.00	.00
7/25/1996	EA	PO	9607259	1010.6600.5314.00	HAMMER,SIL INVOICE ENTRY	PO#0046824	.00	.00	26,550.00-
10/22/1996	JE	AP	9604711	1010.6600.5314.00	HAMMER,SILPHASE I - MARKE	CK#0207643	.00	1,770.00	.00
10/22/1996	EA	PO	9610229	1010.6600.5314.00	HAMMER,SIL INVOICE ENTRY	PO#0046824	.00	.00	1,770.00-
12/04/1996	EA	PO	9612049	1010.6600.5314.00	HAMMER,SIL RECORDING P.O	PO#0049792	.00	.00	54,900.00
12/31/1996	EA	PO	9612319	1010.6600.5314.00	HAMMER,SIL VOIDING P.O.	PO#0049792	.00	.00	54,900.00-
1/09/1997	EA	PO	9701099	1010.6600.5314.00	HAMMER,SIL RECORDING P.O.	PO#0050294	.00	.00	54,900.00
8/01/1997	JE	AP	9704711	1010.6600.5314.00	HAMMER,SILPHASE II MASTER	CK#0221115	.00	35,850.00	.00
8/01/1997	EA	PO	9708019	1010.6600.5314.00	HAMMER,SIL INVOICE ENTRY	PO#0050294	.00	.00	35,850.00-
12/31/1997	BA	SC	9761123	1010.6600.5314.00	Reverse BA Year End Close	Soft Close	19,050.00	.00	.00
12/31/1997	DA	SC	9800036	1010.6600.5314.00	Year End Soft Close	SOFT CLOSE	19,050.00-	.00	.00
12/31/1997	EA	SC	9800037	1010.6600.5314.00	Year End Soft Close	SOFT CLOSE	.00	.00	19,050.00-
1/01/1998	DA	SC	9801623	1010.6600.5314.00	Fix Softclose DA	KCS	19,050.00-	.00	.00
1/01/1998	BA	SC	9900001	1010.6600.5314.00	Year End Soft Close	SOFT CLOSE	19,050.00	.00	.00
1/01/1998	EA	SC	9900002	1010.6600.5314.00	Year End Soft Close	SOFT CLOSE	.00	.00	19,050.00
1/31/1998	BA	BA	9801572	1010.6600.5314.00	97 Rollforwards Obligated	BA# 98-003	113,250.00	.00	.00
2/19/1998	EA	PO	9800986	1010.6600.5314.00	HAMMER,SIL Changing P.O.	PurchOrder	.00	.00	7,700.00
2/20/1998	EA	AP	9801011	1010.6600.5314.00	Hammer,Sil Phase III Summ	AcctsPaybl	.00	.00	7,700.00-
2/20/1998	JE	AP	9801012	1010.6600.5314.00	Hammer,Sil Phase III Summ	AcctsPaybl	.00	7,700.00	.00
12/28/1998	EA	PO	9806713	1010.6600.5314.00	HAMMER,SIL Changing P.O.	PurchOrder	.00	.00	19,050.00-
1/31/1999	DA	DA	9901169	1010.6600.5314.00	98 Rollforward Cty Councl	BA# 99-002	105,550.00	.00	.00
3/24/1999	EA	PO	9901637	1010.6600.5314.00	Off the Pr Recording P.O.	PurchOrder	.00	.00	200.00
3/31/1999	EA	AP	9901758	1010.6600.5314.00	Off the Pr a) Copy Specs	AcctsPaybl	.00	.00	200.00-
3/31/1999	JE	AP	9901759	1010.6600.5314.00	Off the Pr a) Copy Specs	AcctsPaybl	.00	.86	.00
3/31/1999	JE	AP	9901759	1010.6600.5314.00	Off the Pr a) Copy Specs	AcctsPaybl	.00	86.46	.00
3/31/1999	JE	AP	9901759	1010.6600.5314.00	Off the Pr a) Copy Specs	AcctsPaybl	.00	.86	.00
3/31/1999	JE	AP	9901759	1010.6400.5314.00	Off the Pr a) Copy Specs	AcctsPaybl	.00	4.01	.00
4/12/1999	EA	PO	9901991	1010.6600.5314.00	Grubbs Recording P.O.	PurchOrder	.00	.00	3,275.00
6/16/1999	EA	PO	9903223	1010.6600.5314.00	Tomlinson Recording P.O.	PurchOrder	.00	.00	31,306.00
6/16/1999	EA	PO	9903223	1010.6600.5314.00	Grubbs Recording P.O.	PurchOrder	.00	.00	2,900.00
6/30/1999	EA	AP	9903492	1010.6600.5314.00	Tomlinson a) Tree & Shrub	AcctsPaybl	.00	.00	24,837.00-
6/30/1999	JE	AP	9903493	1010.6600.5314.00	Tomlinson a) Tree & Shrub	AcctsPaybl	.00	24,837.00	.00
7/21/1999	EA	AP	9903885	1010.6600.5314.00	Grubbs a) Geotechnical In	AcctsPaybl	.00	.00	2,480.00-
7/21/1999	JE	AP	9903886	1010.6600.5314.00	Grubbs a) Geotechnical In	AcctsPaybl	.00	2,480.00	.00
8/10/1999	EA	PO	9904278	1010.6600.5314.00	EGIS Consu Recording P.O.	PurchOrder	.00	.00	8,500.00
8/16/1999	EA	PO	9904395	1010.6600.5314.00	Reid, Alan Recording P.O.	PurchOrder	.00	.00	600.00
9/08/1999	EA	PO	9904835	1010.6600.5301.00	HWA Times Recording P.O.	PurchOrder	.00	.00	400.00
9/08/1999	EA	PO	9904835	1010.6600.5314.00	Off the Pr Recording P.O	PurchOrder	.00	.00	150.00
9/16/1999	EA	AP	9904999	1010.6600.5314.00	Off the Pr a) Printing of	AcctsPaybl	.00	.00	150.00-
9/16/1999	JE	AP	9905000	1010.6600.5314.00	Off the Pr a) Printing of	AcctsPaybl	.00	.97	.00
9/16/1999	JE	AP	9905000	1010.6600.5314.00	Off the Pr a) Printing of	AcctsPaybl	.00	97.29	.00
9/16/1999	JE	AP	9905000	1010.6600.5314.00	Off the Pr a) Printing of	AcctsPaybl	.00	.97	.00
9/16/1999	JE	AP	9905000	1010.6600.5314.00	Off the Pr a) Printing of	AcctsPaybl	.00	4.51	.00
9/29/1999	EA	PO	9905262	1010.6600.5314.00	Off the Pr Recording P.O.	PurchOrder	.00	.00	9.75
10/07/1999	EA	AP	9905365	1010.6600.5314.00	Off the Pr b) Printing ex	AcctsPaybl	.00	.00	9.75-
10/07/1999	JE	AP	9905366	1010.6600.5314.00	Off the Pr b) Printing ex	AcctsPaybl	.00	.10	.00
10/07/1999	JE	AP	9905366	1010.6600.5314.00	Off the Pr b) Printing ex	AcctsPaybl	.00	9.75	.00
10/07/1999	JE	AP	9905366	1010.6600.5314.00	Off the Pr b) Printing ex	AcctsPaybl	.00	.10	.00
10/07/1999	JE	AP	9905366	1010.6600.5314.00	Off the Pr b) Printing ex	AcctsPaybl	.00	.45	.00
10/08/1999	EA	AP	9905417	1010.6600.5301.00	HWA Times a) Ad for Bid R	AcctsPaybl	.00	.00	400.00-
10/08/1999	JE	AP	9905418	1010.6600.5301.00	HWA Times a) Ad for Bid R	AcctsPaybl	.00	229.50	.00
10/11/1999	EA	PO	9905457	1010.6600.5314.00	EGIS Consu Changing P.O.	PurchOrder	.00	.00	845.00
10/14/1999	EA	AP	9905543	1010.6600.5314.00	EGIS Consu a) Wetland Del	AcctsPaybl	.00	.00	8,500.00-
10/14/1999	EA	AP	9905543	1010.6600.5314.00	EGIS Consu b) Addition to	AcctsPaybl	.00	.00	845.00-
10/14/1999	JE	AP	9905544	1010.6600.5314.00	EGIS Consu a) Wetland Del	AcctsPaybl	.00	8,500.00	.00
10/14/1999	JE	AP	9905544	1010.6600.5314.00	EGIS Consu b) Addition to	AcctsPaybl	.00	845.00	.00
10/27/1999	EA	AP	9905789	1010.6600.5314.00	Reid, Alan a) Surveying f	AcctsPaybl	.00	.00	600.00-
10/27/1999	JE	AP	9905790	1010.6600.5314.00	Reid, Alan a) Surveying f	AcctsPaybl	.00	600.00	.00
11/12/1999	JE	AP	9906107	1010.6600.5314.00	ADEQ Annual Permit Fees/S	AcctsPaybl	.00	100.00	.00
11/12/1999	JE	AP	9906107	5400.5100.5320.01	ADEQ Annual Permit Fees/S	AcctsPaybl	.00	11,446.00	.00
11/12/1999	JE	AP	9906107	5500.5070.5303.00	ADEQ Annual Permit Fees/S	AcctsPaybl	.00	400.00	.00
11/12/1999	JE	AP	9906107	5550.3950.5303.00	ADEQ Annual Permit Fees/S	AcctsPaybl	.00	100.00	.00
12/03/1999	EA	PO	9906477	1010.6600.5314.00	Staffmark Recording P.O.	PurchOrder	.00	.00	500.00

--TRANSACTION-- DATE	JT	TT	JOURNAL	G/L ACCOUNT NUMBER	DESCRIPTION		BUDGET AMOUNT	EXPENSE AMOUNT	ENCUMBRANCE AMOUNT
12/10/1999	EA	AP	9906612	1010 6600.5314.00	Grubbs a) Geotechnical In	AcctsPaybl	.00	.00	2,524.00-
12/10/1999	JE	AP	9906613	1010 6600 5314 00	Grubbs a) Geotechnical In	AcctsPaybl	.00	2,524.00	.00
12/10/1999	EA	AP	9906623	1010.6600.5314.00	Tomlinson a) Tree & Shrub	AcctsPaybl	.00	.00	1,150.00-
12/10/1999	JE	AP	9906624	1010.6600.5314.00	Tomlinson a) Tree & Shrub	AcctsPaybl	.00	1,150.00	.00
12/16/1999	EA	PO	9906759	1010.6600.5314.00	EGIS Consu Recording P.O.	PurchOrder	.00	.00	9,900.00
12/21/1999	EA	AP	9906844	1010.6600.5314.00	Staffmark a) Temporary Se	AcctsPaybl	.00	.00	398.58-
12/21/1999	JE	AP	9906845	1010.6600.5314.00	Staffmark a) Temporary Se	AcctsPaybl	.00	398.58	.00
12/28/1999	EA	AP	9906934	1010.6600.5314.00	Staffmark a) Temporary Se	AcctsPaybl	.00	.00	101.42-
12/28/1999	JE	AP	9906935	1010.6600.5314.00	Staffmark a) Temporary Se	AcctsPaybl	.00	245.28	.00
12/31/1999	BA	BA	9907822	1010.6600.5301.00	Admin: Proj Accounting	BA# 99-181	230.00	.00	.00
12/31/1999	JE	JE	9907833	1010.6600.5301.00	Recl proj chgd wrong acct	12330 KS	.00	270.00	.00
12/31/1999	BA	BA	9907875	1010.6600.5301.00	Admin: Project Accounting	BA# 99-193	270.00	.00	.00
12/31/1999	EA	AP	0000056	1010.6600.5314.00	EGIS Consu a) Scope of Se	AcctsPaybl	.00	.00	6,276.99-
12/31/1999	JE	AP	0000057	1010.6600.5314.00	EGIS Consu a) Scope of Se	AcctsPaybl	.00	6,276.99	.00
12/31/1999	JE	AP	0000105	1010.6600.5314.00	Staffmark Professional Se	AcctsPaybl	.00	646.42	.00
12/31/1999	EA	PO	0000404	1010.6600.5314.00	Grubbs Changing P.O. 0	PurchOrder	.00	.00	795.00-
12/31/1999	EA	PO	0000404	1010.6600.5314.00	Tomlinson Changing P.O.	PurchOrder	.00	.00	5,319.00-
12/31/1999	EA	PO	0001036	1010.6600.5314.00	Grubbs Changing P.O. 0.	PurchOrder	.00	.00	376.00-
12/31/1999	EA	PO	0001036	1010.6600.5314.00	EGIS Consu Changing P.O	PurchOrder	.00	.00	2,600.51-
12/31/1999	BA	BA	9907822	1010.6600.5314.00	Admin: Proj Accounting	BA# 99-181	230.00-	.00	.00
12/31/1999	JE	JE	9907843	1010.6600.5314.00	Recl emp salrs captl proj	12342 KS	.00	33,284.52	.00
12/31/1999	BA	BA	9907875	1010.6600.5314.00	Admin. Project Accounting	BA# 99-193	270.00-	.00	.00
1/06/2000	EA	PO	0000084	1010.6600.5314.00	Staffmark Recording P.O	PurchOrder	.00	.00	2,000.00
1/17/2000	EA	PO	0000293	1010.6600.5314.00	Capitol Recording P.O.	PurchOrder	.00	.00	250.00
1/19/2000	EA	AP	0000339	1010.6600.5314.00	Staffmark a) Temp Service	AcctsPaybl	.00	.00	396.03-
1/19/2000	JE	AP	0000340	1010.6600.5314.00	Staffmark a) Temp Service	AcctsPaybl	.00	396.03	.00
1/25/2000	EA	AP	0000416	1010.6600.5314.00	Staffmark a) Temp Service	AcctsPaybl	.00	.00	224.84-
1/25/2000	JE	AP	0000417	1010.6600.5314.00	Staffmark a) Temp Service	AcctsPaybl	.00	224.84	.00
1/25/2000	EA	PO	0000426	1010.6600.5314.00	EGIS Consu Recording P.O.	PurchOrder	.00	.00	27,000.00
1/25/2000	EA	PO	0000426	1010.6600.5314.00	Carver & G Recording P.O.	PurchOrder	.00	.00	4,745.00
1/31/2000	EA	PO	0000503	1010.6600.5314.00	Branson Ab Recording P.O	PurchOrder	.00	.00	407.00
1/31/2000	BA	BA	0001288	1010.6600.5314.00	1999 Rollforward Budgets	BA#-00-002	22,956.00	.00	.00
1/31/2000	BA	BA	0001288	4470.9470.5808.00	1999 Rollforward Budgets	BA# 00-002	600,000.00	.00	.00
2/02/2000	EA	AP	0000560	1010.6600.5314.00	Carver & G a) Contract Ap	AcctsPaybl	.00	.00	2,142.64-
2/02/2000	JE	AP	0000561	1010.6600.5314.00	Carver & G a) Contract Ap	AcctsPaybl	.00	2,142.64	.00
2/04/2000	EA	AP	0000590	1010.6600.5314.00	Carver & G a) Contract Ap	AcctsPaybl	.00	.00	1,509.01-
2/04/2000	JE	AP	0000591	1010.6600.5314.00	Carver & G a) Contract Ap	AcctsPaybl	.00	1,509.01	.00
2/04/2000	EA	AP	0000594	1010.6600.5314.00	Staffmark a) Temp Service	AcctsPaybl	.00	.00	398.58-
2/04/2000	JE	AP	0000595	1010.6600.5314.00	Staffmark a) Temp Service	AcctsPaybl	.00	398.58	.00
2/08/2000	EA	PO	0000658	1010.6600.5314.00	Grubbs Recording P.O	PurchOrder	.00	.00	2,000.00
2/08/2000	EA	PO	0000658	1010.6600.5314.00	Mid.Contin Recording P.O	PurchOrder	.00	.00	4,987.51
2/10/2000	EA	AP	0000693	1010.6600.5314.00	Staffmark a) Temp Service	AcctsPaybl	.00	.00	980.55-
2/10/2000	JE	AP	0000694	1010.6600.5314.00	Staffmark a) Temp Service	AcctsPaybl	.00	91.98	.00
2/10/2000	EA	AP	0000701	1010.6600.5314.00	EGIS Consu a) Professiona	AcctsPaybl	.00	.00	992.64-
2/10/2000	EA	AP	0000701	1010.6600.5314.00	EGIS Consu a) Scope of Se	AcctsPaybl	.00	.00	1,022.50-
2/10/2000	JE	AP	0000702	1010.6600.5314.00	EGIS Consu a) Professiona	AcctsPaybl	.00	992.64	.00
2/10/2000	JE	AP	0000702	1010.6600.5314.00	EGIS Consu a) Scope of Se	AcctsPaybl	.00	1,022.50	.00
2/10/2000	EA	AP	0000711	1010.6600.5314.00	Carver & G a) Contract Ap	AcctsPaybl	.00	.00	701.22-
2/10/2000	JE	AP	0000712	1010.6600.5314.00	Carver & G a) Contract Ap	AcctsPaybl	.00	701.22	.00
2/17/2000	EA	PO	0000821	1010.6600.5314.00	Grubbs Recording P.O.	PurchOrder	.00	.00	4,000.00
2/22/2000	EA	PO	0000886	4470.9470.5301.00	Community Recording P.O	PurchOrder	.00	.00	400.00
2/23/2000	EA	AP	0000889	1010.6600.5314.00	Carver & G a) Contract Ap	AcctsPaybl	.00	.00	392.13-
2/23/2000	JE	AP	0000890	1010.6600.5314.00	Carver & G a) Contract Ap	AcctsPaybl	.00	2,142.64	.00
2/24/2000	EA	PO	0000956	4470.9470.5808.00	Amer Speed Recording P.O.	PurchOrder	.00	.00	150.00
2/25/2000	EA	AP	0000950	1010.6600.5314.00	Carver & G Voiding Invoic	AcctsPaybl	.00	.00	2,142.64
2/25/2000	EA	AP	0000950	1010.6600.5314.00	Carver & G Voiding Invoic	AcctsPaybl	.00	.00	1,509.01
2/25/2000	JE	AP	0000951	1010.6600.5314.00	Carver & G Voiding Invoic	AcctsPaybl	.00	2,142.64-	.00
2/25/2000	JE	AP	0000951	1010.6600.5314.00	Carver & G Voiding Invoic	AcctsPaybl	.00	1,509.01-	.00
2/25/2000	JE	AP	0000973	4470.9470.5808.00	Ark State Review fee-AR R	AcctsPaybl	.00	250.00	.00
2/25/2000	JE	AP	0000973	4470.9470.5815.00	Ark State Review fee-AR R	AcctsPaybl	.00	250.00	.00
2/28/2000	EA	PO	0001027	4470.9470.5808.00	Southern Recording P.O.	PurchOrder	.00	.00	32.24
2/28/2000	EA	PO	0001027	4470.9470.5815.00	Southern Recording P.O.	PurchOrder	.00	.00	32.24
2/29/2000	EA	AP	0001042	4470.9470.5808.00	Amer Speed a) Printing Sp	AcctsPaybl	.00	.00	150.00-
2/29/2000	JE	AP	0001043	4470.9470.5808.00	Amer Speed a) Printing Sp	AcctsPaybl	.00	1.15	.00
2/29/2000	JE	AP	0001043	4470.9470.5808.00	Amer Speed a) Printing Sp	AcctsPaybl	.00	114.86	.00
2/29/2000	JE	AP	0001043	4470.9470.5808.00	Amer Speed a) Printing Sp	AcctsPaybl	.00	1.15	.00
2/29/2000	JE	AP	0001043	4470.9470.5808.00	Amer Speed a) Printing Sp	AcctsPaybl	.00	5.32	.00
3/07/2000	EA	AP	0001152	4470.9470.5808.00	Southern a) Printing Plan	AcctsPaybl	.00	.00	32.24-
3/07/2000	JE	AP	0001153	4470.9470.5808.00	Southern a) Printing Plan	AcctsPaybl	.00	.30	.00
3/07/2000	JE	AP	0001153	4470.9470.5808.00	Southern a) Printing Plan	AcctsPaybl	.00	30.24	.00
3/07/2000	JE	AP	0001153	4470.9470.5808.00	Southern a) Printing Plan	AcctsPaybl	.00	.30	.00
3/07/2000	JE	AP	0001153	4470.9470.5808.00	Southern a) Printing Plan	AcctsPaybl	.00	1.40	.00

--TRANSACTION--- DATE	JT	TT	JOURNAL	G/L ACCOUNT NUMBER	DESCRIPTION		BUDGET AMOUNT	EXPENSE AMOUNT	ENCUMBRANCE AMOUNT
3/07/2000	EA	AP	0001152	4470.9470.5815.00	Southern b) Printing Plan	AcctsPaybl	.00	.00	32.24-
3/07/2000	JE	AP	0001153	4470.9470.5815.00	Southern b) Printing Plan	AcctsPaybl	.00	.38	.00
3/07/2000	JE	AP	0001153	4470.9470.5815.00	Southern b) Printing Plan	AcctsPaybl	.00	30.24	.00
3/07/2000	JE	AP	0001153	4470.9470.5815.00	Southern b) Printing Plan	AcctsPaybl	.00	.30	.00
3/07/2000	JE	AP	0001153	4470.9470.5815.00	Southern b) Printing Plan	AcctsPaybl	.00	1.40	.00
3/23/2000	JE	AP	0001471	4470.9470.5808.00	Bobahoff Easement Compens	AcctsPaybl	.00	330.00	.00
3/24/2000	JE	AP	0001514	4470.9470.5808.00	Petty Cash Reimb Petty Ca	AcctsPaybl	.00	24.49	.00
3/30/2000	EA	PO	0001607	1010.6600.5315.00	Aid Coatin Recording P.O.	PurchOrder	.00	.00	9,336.41
4/13/2000	EA	AP	0001847	1010.6600.5314.00	EGIS Consu a) Professiona	AcctsPaybl	.00	.00	7,044.58-
4/13/2000	JE	AP	0001848	1010.6600.5314.00	EGIS Consu a) Professiona	AcctsPaybl	.00	7,044.58	.00
4/14/2000	JE	AP	0001880	1010.6600.5314.00	Petty Cash Reimb Petty Ca	AcctsPaybl	.00	47.99	.00
4/18/2000	EA	PO	0001938	1010.6600.5314.00	Branson Ab Changing P.O.	PurchOrder	.00	.00	407.00-
5/18/2000	EA	AP	0002518	1010.6600.5314.00	EGIS Consu a) Professiona	AcctsPaybl	.00	.00	6,313.09-
5/18/2000	JE	AP	0002519	1010.6600.5314.00	EGIS Consu a) Professiona	AcctsPaybl	.00	6,313.09	.00
5/23/2000	EA	AP	0002617	1010.6600.5314.00	Grubbs a) Street Subgrade	AcctsPaybl	.00	.00	3,535.00-
5/23/2000	EA	AP	0002617	1010.6600.5314.00	Grubbs a) Geotechnical In	AcctsPaybl	.00	.00	1,712.00-
5/23/2000	JE	AP	0002618	1010.6600.5314.00	Grubbs a) Street Subgrade	AcctsPaybl	.00	3,535.00	.00
5/23/2000	JE	AP	0002618	1010.6600.5314.00	Grubbs a) Geotechnical In	AcctsPaybl	.00	1,712.00	.00
5/25/2000	JE	AP	0002653	4470.9470.5808.00	Petty Cash Reimb Petty Ca	AcctsPaybl	.00	24.00	.00
5/31/2000	EA	PO	0002710	4470.9470.5808.00	Grubbs Recording P.O.	PurchOrder	.00	.00	500.00
5/31/2000	EA	PO	0002710	4470.9470.5815.00	Grubbs Recording P.O.	PurchOrder	.00	.00	500.00
6/09/2000	EA	AP	0002882	1010.6600.5314.00	Aid Coatin a) Cultural Re	AcctsPaybl	.00	.00	4,987.51-
6/09/2000	JE	AP	0002883	1010.6600.5314.00	Aid Coatin a) Cultural Re	AcctsPaybl	.00	4,987.51	.00
6/15/2000	EA	PO	0002988	4470.9470.5808.00	Fayette Tr Recording P.O.	PurchOrder	.00	.00	87,000.00
6/15/2000	EA	PO	0002988	4470.9470.5815.00	Fayette Tr Recording P.O.	PurchOrder	.00	.00	202,416.00
6/16/2000	EA	AP	0003055	4470.9470.5808.00	Fayette Tr a) Constructio	AcctsPaybl	.00	.00	14,785.00-
6/16/2000	JE	AP	0003056	4470.9470.5808.00	Fayette Tr a) Constructio	AcctsPaybl	.00	14,785.00	.00
6/16/2000	EA	PO	0003064	4470.9470.5808.00	Wasson Pip Recording P.O.	PurchOrder	.00	.00	3,135.00
6/16/2000	EA	AP	0003055	4470.9470.5815.00	Fayette Tr b) Constructio	AcctsPaybl	.00	.00	102,667.88-
6/16/2000	JE	AP	0003056	4470.9470.5815.00	Fayette Tr b) Constructio	AcctsPaybl	.00	102,667.88	.00
7/07/2000	EA	AP	0003397	1010.6600.5314.00	EGIS Consu a) Professiona	AcctsPaybl	.00	.00	8,076.50-
7/07/2000	JE	AP	0003398	1010.6600.5314.00	EGIS Consu a) Professiona	AcctsPaybl	.00	8,076.50	.00
7/12/2000	EA	AP	0003478	4470.9470.5301.00	Community a) Ad For Bid #	AcctsPaybl	.00	.00	400.00-
7/12/2000	JE	AP	0003479	4470.9470.5301.00	Community a) Ad For Bid #	AcctsPaybl	.00	251.10	.00
7/19/2000	EA	AP	0003618	4470.9470.5808.00	Fayette Tr a) Constructio	AcctsPaybl	.00	.00	39,401.92-
7/19/2000	JE	AP	0003619	4470.9470.5808.00	Fayette Tr a) Constructio	AcctsPaybl	.00	39,401.92	.00
7/19/2000	EA	AP	0003618	4470.9470.5815.00	Fayette Tr b) Constructio	AcctsPaybl	.00	.00	47,828.36-
7/19/2000	JE	AP	0003619	4470.9470.5815.00	Fayette Tr b) Constructio	AcctsPaybl	.00	47,828.36	.00
7/20/2000	EA	AP	0003620	1010.6600.5314.00	Grubbs a) Geotechnical In	AcctsPaybl	.00	.00	108.00-
7/20/2000	JE	AP	0003621	1010.6600.5314.00	Grubbs a) Geotechnical In	AcctsPaybl	.00	108.00	.00
7/21/2000	EA	AP	0003659	4470.9470.5808.00	Wasson Pip a) Pressure Ta	AcctsPaybl	.00	.00	3,135.00-
7/21/2000	JE	AP	0003660	4470.9470.5808.00	Wasson Pip a) Pressure Ta	AcctsPaybl	.00	3,135.00	.00
7/26/2000	EA	AP	0003736	1010.6600.5314.00	EGIS Consu a) Professiona	AcctsPaybl	.00	.00	4,186.94-
7/26/2000	JE	AP	0003737	1010.6600.5314.00	EGIS Consu a) Professiona	AcctsPaybl	.00	4,186.94	.00
7/31/2000	BA	BA	0003824	1010.6600.5314.00	Admin: Project Budgets	BA# 00-070	24,318.00	.00	.00
7/31/2000	BA	BA	0003824	1010.6600.5315.00	Admin: Project Budgets	BA# 00-070	9,336.00	.00	.00
7/31/2000	BA	BA	0003824	1010.6600.5809.00	Admin: Project Budgets	BA# 00-070	33,654.00-	.00	.00
7/31/2000	BA	BA	0003824	4470.9470.5809.00	Admin: Project Budgets	BA# 00-070	203,198.00-	.00	.00
7/31/2000	JE	JE	0004018	4470.9470.5808.00	Exp Costs w/CapitalnPrj	7215 Kevin	.00	39,397.96	.00
7/31/2000	BA	BA	0003824	4470.9470.5815.00	Admin: Project Budgets	BA# 00-070	203,198.00	.00	.00
8/08/2000	EA	AP	0003996	1010.6600.5314.00	Capitol a) Repair Pentax	AcctsPaybl	.00	.00	250.00-
8/08/2000	JE	AP	0003997	1010.6600.5314.00	Capitol a) Repair Pentax	AcctsPaybl	.00	2.00	.00
8/08/2000	JE	AP	0003997	1010.6600.5314.00	Capitol a) Repair Pentax	AcctsPaybl	.00	200.00	.00
8/08/2000	JE	AP	0003997	1010.6600.5314.00	Capitol a) Repair Pentax	AcctsPaybl	.00	1.00	.00
8/08/2000	JE	AP	0003997	1010.6600.5314.00	Capitol a) Repair Pentax	AcctsPaybl	.00	9.25	.00
8/15/2000	EA	AP	0004080	1010.6600.5314.00	Grubbs a) Street Subgrade	AcctsPaybl	.00	.00	97.00-
8/15/2000	JE	AP	0004081	1010.6600.5314.00	Grubbs a) Street Subgrade	AcctsPaybl	.00	97.00	.00
8/16/2000	JE	JE	0004148	4470.9470.5808.00	Rec 7/00 Fa 8/00 Prepay	8097 CPate	.00	133.12	.00
9/05/2000	EA	PO	0004450	1010.6600.5314.00	EGIS Consu Changing P.O.	PurchOrder	.00	.00	164,050.00
9/08/2000	EA	AP	0004508	4470.9470.5808.00	Fayette Tr a) Constructio	AcctsPaybl	.00	.00	22,097.53-
9/08/2000	JE	AP	0004509	4470.9470.5808.00	Fayette Tr a) Constructio	AcctsPaybl	.00	22,097.53	.00
9/08/2000	EA	AP	0004508	4470.9470.5815.00	Fayette Tr b) Constructio	AcctsPaybl	.00	.00	51,560.90-
9/08/2000	JE	AP	0004509	4470.9470.5815.00	Fayette Tr b) Constructio	AcctsPaybl	.00	51,560.90	.00
9/11/2000	EA	PO	0004574	1010.6600.5314.00	EGIS Consu Changing P.O.	PurchOrder	.00	.00	27,000.00-
9/18/2000	JE	JE	0004683	4470.9470.5808.00	Corr Ck 264352, 265747	9094 CPate	.00	61,404.96	.00
9/18/2000	JE	JE	0004683	4470.9470.5808.00	Corr Ck 264352, 265747	9094 CPate	.00	54,186.92-	.00
9/18/2000	JE	JE	0004683	4470.9470.5815.00	Corr Ck 264352, 265747	9094 CPate	.00	143,278.20	.00
9/18/2000	JE	JE	0004683	4470.9470.5815.00	Corr Ck 264352, 265747	9094 CPate	.00	150,496.24-	.00
10/04/2000	EA	PO	0005032	1010.6600.5314.00	EGIS Consu Changing P.O.	PurchOrder	.00	.00	27,000.00
10/05/2000	EA	AP	0005038	1010.6600.5314.00	Grubbs a) Street Subgrade	AcctsPaybl	.00	.00	316.00-
10/05/2000	JE	AP	0005039	1010.6600.5314.00	Grubbs a) Street Subgrade	AcctsPaybl	.00	316.00	.00
10/30/2000	BA	BA	0005584	1010.6600.5314.00	Admin: Category Adjustmnt	BA# 00-113	150,000.00	.00	.00

--TRANSACTION--- DATE	JT	TT	JOURNAL	G/L ACCOUNT NUMBER	DESCRIPTION		BUDGET AMOUNT	EXPENSE AMOUNT	ENCUMBRANCE AMOUNT
10/30/2000	BA	BA	0005384	1010.6600.5809.00	Admin: Category Adjustmnt	BA# 00-113	150,000.00-	.00	.00
11/15/2000	EA	AP	0005743	1010.6600.5314.00	Carver Eng a) Contract Ap	AcctsPaybl	.00	.00	71.76-
11/15/2000	JE	AP	0005744	1010.6600.5314.00	Carver Eng a) Contract Ap	AcctsPaybl	.00	71.76	.00
12/01/2000	EA	AP	0006005	1010.6600.5314.00	EGIS Consu a) Professiona	AcctsPaybl	.00	.00	187.24-
12/01/2000	EA	AP	0006005	1010.6600.5314.00	EGIS Consu b) Amendment t	AcctsPaybl	.00	.00	5,196.51-
12/01/2000	JE	AP	0006006	1010.6600.5314.00	EGIS Consu a) Professiona	AcctsPaybl	.00	187.24	.00
12/01/2000	JE	AP	0006006	1010.6600.5314.00	EGIS Consu b) Amendment t	AcctsPaybl	.00	5,196.51	.00
12/12/2000	EA	PO	0006179	1010.6600.5314.00	Carver & G Changing P.O	PurchOrder	.00	.00	3,579.89-
12/12/2000	EA	PO	0006179	1010.6600.5314.00	Grubbs Changing P.O. D	PurchOrder	.00	.00	180.00-
12/20/2000	EA	EA	0006369	1010.6600.5314.00	Corr encumb	12253 Vice	.00	.00	1,022.50
12/31/2000	BA	SC	0006450	1010.6600.5314.00	Year End Soft Close	SOFT CLOSE	159,052.50-	.00	.00
12/31/2000	EA	SC	0006451	1010.6600.5314.00	Year End Soft Close	SOFT CLOSE	.00	.00	159,052.50-
12/31/2000	BA	SC	0006461	1010.6600.5314.00	Reverse Soft Close Budget	Soft Close	159,052.50	.00	.00
12/31/2000	BA	BA	0006511	1010.6600.5314.00	Admin. Project Category	BA# 00-143	9,894.00	.00	.00
12/31/2000	JE	JE	0006523	1010.6600.5314.00	Accrue Exp PO 00-548/EGIS	12529 TFin	.00	10,913.13	.00
12/31/2000	EA	PO	0101054	1010.6600.5314.00	Grubbs Changing P.O. D.	PurchOrder	.00	.00	52.00-
12/31/2000	BA	SC	0006450	1010.6600.5315.00	Year End Soft Close	SOFT CLOSE	9,336.41-	.00	.00
12/31/2000	EA	SC	0006451	1010.6600.5315.00	Year End Soft Close	SOFT CLOSE	.00	.00	9,336.41-
12/31/2000	BA	SC	0006461	1010.6600.5315.00	Reverse Soft Close Budget	Soft Close	9,336.41	.00	.00
12/31/2000	BA	BA	0006511	1010.6600.5809.00	Admin. Project Category	BA# 00-143	9,894.00-	.00	.00
12/31/2000	BA	BA	0006511	4470.9470.5301.00	Admin: Project Category	BA# 00-143	252.00	.00	.00
12/31/2000	BA	SC	0006450	4470.9470.5808.00	Year End Soft Close	SOFT CLOSE	10,715.55-	.00	.00
12/31/2000	EA	SC	0006451	4470.9470.5808.00	Year End Soft Close	SOFT CLOSE	.00	.00	10,715.55-
12/31/2000	BA	SC	0006461	4470.9470.5808.00	Reverse Soft Close Budget	Soft Close	10,715.55	.00	.00
12/31/2000	JE	JE	0006494	4470.9470.5808.00	Accrue Exp PO 00-2192/Fag	12427 TFin	.00	26,850.23	.00
12/31/2000	JE	JE	0006534	4470.9470.5808.00	Corr JE 12427/Fayette Tre	12554 TFin	.00	16,134.68-	.00
12/31/2000	BA	BA	0006556	4470.9470.5808.00	Admin: Project Categories	BA# 00-150	8,669.00-	.00	.00
12/31/2000	EA	AP	0100256	4470.9470.5808.00	Grubbs a) Construction Te	AcctsPaybl	.00	.00	121.50-
12/31/2000	JE	AP	0100257	4470.9470.5808.00	Grubbs a) Construction Te	AcctsPaybl	.00	121.50	.00
12/31/2000	EA	PO	0101054	4470.9470.5808.00	Grubbs Changing P.O. D.	PurchOrder	.00	.00	378.50-
12/31/2000	BA	SC	0006450	4470.9470.5815.00	Year End Soft Close	SOFT CLOSE	358.86-	.00	.00
12/31/2000	EA	SC	0006451	4470.9470.5815.00	Year End Soft Close	SOFT CLOSE	.00	.00	358.86-
12/31/2000	BA	SC	0006461	4470.9470.5815.00	Reverse Soft Close Budget	Soft Close	358.86	.00	.00
12/31/2000	BA	BA	0006511	4470.9470.5815.00	Admin: Project Category	BA# 00-143	252.00-	.00	.00
12/31/2000	JE	JE	0006534	4470.9470.5815.00	Corr JE 12427/Fayette Tre	12554 TFin	.00	16,134.68	.00
12/31/2000	BA	BA	0006556	4470.9470.5815.00	Admin: Project Categories	BA# 00-150	8,669.00	.00	.00
12/31/2000	EA	PO	0101054	4470.9470.5815.00	Grubbs Changing P.O. D.	PurchOrder	.00	.00	500.00-
1/01/2001	JE	JE	0100831	1010.6600.5314.00	Reverse JE 12529/EGIS Con	1286 TFinr	.00	10,913.13-	.00
1/01/2001	BA	SC	0101788	1010.6600.5314.00	Reverse Soft Close Budget	Soft Close	159,052.50-	.00	.00
1/01/2001	BA	SC	0101788	1010.6600.5315.00	Reverse Soft Close Budget	Soft Close	9,336.41-	.00	.00
1/01/2001	JE	JE	0100973	4470.9470.5808.00	Correct JE 1165/Fayette T	1307 TFine	.00	16,134.68	.00
1/01/2001	BA	SC	0101788	4470.9470.5808.00	Reverse Soft Close Budget	Soft Close	10,715.55-	.00	.00
1/01/2001	JE	JE	0100973	4470.9470.5815.00	Correct JE 1165/Fayette T	1307 TFine	.00	16,134.68-	.00
1/01/2001	BA	SC	0101788	4470.9470.5815.00	Reverse Soft Close Budget	Soft Close	358.86-	.00	.00
1/02/2001	BA	SC	0100002	1010.6600.5314.00	Year End Soft Close	SOFT CLOSE	159,052.50	.00	.00
1/02/2001	EA	SC	0100003	1010.6600.5314.00	Year End Soft Close	SOFT CLOSE	.00	.00	159,052.50
1/02/2001	BA	SC	0100002	1010.6600.5315.00	Year End Soft Close	SOFT CLOSE	9,336.41	.00	.00
1/02/2001	EA	SC	0100003	1010.6600.5315.00	Year End Soft Close	SOFT CLOSE	.00	.00	9,336.41
1/02/2001	BA	SC	0100002	4470.9470.5808.00	Year End Soft Close	SOFT CLOSE	10,715.55	.00	.00
1/02/2001	EA	SC	0100003	4470.9470.5808.00	Year End Soft Close	SOFT CLOSE	.00	.00	10,715.55
1/02/2001	BA	SC	0100402	4470.9470.5815.00	Year End Soft Close	SOFT CLOSE	358.86-	.00	.00
1/02/2001	EA	SC	0100403	4470.9470.5815.00	Year End Soft Close	SOFT CLOSE	.00	.00	358.86
1/18/2001	EA	PO	0100325	4470.9470.5808.00	Fayette Tr Changing P.O.	PurchOrder	.00	.00	202,057.14
1/18/2001	EA	PO	0100325	4470.9470.5808.00	POs Chngd 01/18/2001-corr	Changing P	.00	.00	202,057.14-
1/18/2001	EA	PO	0100325	4470.9470.5815.00	Fayette Tr Changing P.O.	PurchOrder	.00	.00	186,281.32-
1/18/2001	EA	PO	0100325	4470.9470.5815.00	POs Chngd 01/18/2001-corr	Changing P	.00	.00	186,281.32
1/18/2001	EA	PO	0100325	4470.9470.5815.00	POs Chngd 01/18/2001-corr	Changing P	.00	.00	15,775.82
1/20/2001	EA	AP	0100393	4470.9470.5808.00	Fayette Tr a) Constructio	AcctsPaybl	.00	.00	10,715.55-
1/20/2001	JE	AP	0100394	4470.9470.5808.00	Fayette Tr a) Constructio	AcctsPaybl	.00	10,715.55	.00
1/20/2001	EA	AP	0100393	4470.9470.5815.00	Fayette Tr b) Constructio	AcctsPaybl	.00	.00	358.86-
1/20/2001	EA	AP	0100393	4470.9470.5815.00	Fayette Tr c) C/O #1 to C	AcctsPaybl	.00	.00	15,775.82-
1/20/2001	JE	AP	0100394	4470.9470.5815.00	Fayette Tr b) Constructio	AcctsPaybl	.00	358.86	.00
1/20/2001	JE	AP	0100394	4470.9470.5815.00	Fayette Tr c) C/O #1 to C	AcctsPaybl	.00	15,775.82	.00
1/22/2001	JE	JE	0100459	4470.9470.5808.00	Reverse JE 12427/Fayett T	1165 TFine	.00	26,850.23-	.00
1/26/2001	JE	AP	0100503	4470.9470.5808.00	Wilkins, R LB Coyote Trai	AcctsPaybl	.00	200.00	.00
2/06/2001	EA	AP	0100697	1010.6600.5314.00	EGIS Consu a) Professiona	AcctsPaybl	.00	.00	199.01-
2/06/2001	EA	AP	0100697	1010.6600.5314.00	EGIS Consu b) Amendment t	AcctsPaybl	.00	.00	10,714.12-
2/06/2001	JE	AP	0100698	1010.6600.5314.00	EGIS Consu a) Professiona	AcctsPaybl	.00	199.01	.00
2/06/2001	JE	AP	0100698	1010.6600.5314.00	EGIS Consu b) Amendment t	AcctsPaybl	.00	10,714.12	.00
3/01/2001	BA	BA	0101560	1010.6600.5314.00	2000 Rollforward Budgets	BA# 01-001	148,139.00	.00	.00
3/01/2001	BA	BA	0101560	1010.6600.5315.00	2000 Rollforward Budgets	BA# 01-001	9,336.00	.00	.00
3/01/2001	BA	BA	0101560	1010.6600.5809.00	2000 Rollforward Budgets	BA# 01-001	506,452.00	.00	.00

--TRANSACTION--- DATE	JT	TT	JOURNAL	G/L ACCOUNT NUMBER	DESCRIPTION		BUDGET AMOUNT	EXPENSE AMOUNT	ENCUMBRANCE AMOUNT
3/01/2001	BA	DA	0101560	4470.9470.5808.00	2000 Rollforward Budgets	BA# 01-001	820,344.00	.00	.00
3/01/2001	BA	DA	0101560	4470.9470.5815.00	2000 Rollforward Budgets	BA# 01-001	359.00	.00	.00
3/08/2001	EA	AP	0101325	1010.6600.5315.00	Aid Contin a) Phase 2 Arc	AcctsPaybl	.00	.00	9,336.41-
3/08/2001	JE	AP	0101326	1010.6600.5315.00	Aid Contin a) Phase 2 Arc	AcctsPaybl	.00	9,336.41	.00
3/13/2001	JE	AP	0101397	1010.6600.5805.00	Branson Ab 2.5 Acres/Cach	AcctsPaybl	.00	94,386.00	.00
3/14/2001	JE	AP	0101397	1010.6600.5805.00	IFWORLD Reimb Costs	AcctsPaybl	.00	40,506.63	.00
3/15/2001	JE	AP	0101422	1010.6600.5805.00	Cache Inv Reimb Costs	AcctsPaybl	.00	40,506.63	.00
3/15/2001	JE	AP	0101423	4470.9470.5808.00	Connell, E Lunch/Hog City	AcctsPaybl	.00	61.60	.00
3/20/2001	JE	AP	0101514	1010.6600.5805.00	IFWORLD Voiding Invoice	AcctsPaybl	.00	40,506.63-	.00
3/21/2001	JE	RA	0101562	1010.6600.5805.00	Branson-Ref Overpymt-Cach	Misc Recpt	.00	6.00-	.00
3/23/2001	JE	AP	0101598	4470.9470.5808.00	Petty Cash Reimb Petty Ca	AcctsPaybl	.00	6.00	.00
3/28/2001	EA	PO	0101736	4470.9470.5808.00	Asso Appr Recording P.O.	PurchOrder	.00	.00	1,500.00
3/30/2001	JE	JE	0101770	4470.9470.5208.00	Recl Exp-Ck 275070/Connel	3202 MAF	.00	61.60	.00
3/30/2001	JE	JE	0101770	4470.9470.5808.00	Recl Exp-Ck 275070/Connel	3202 MAF	.00	61.60-	.00
4/26/2001	EA	AP	0102286	4470.9470.5808.00	Asso Appr a) Research & T	AcctsPaybl	.00	.00	1,500.00-
4/26/2001	JE	AP	0102287	4470.9470.5808.00	Asso Appr a) Research & T	AcctsPaybl	.00	1,500.00	.00
6/22/2001	EA	PO	0103723	1010.6600.5301.00	Community Recording P.O.	PurchOrder	.00	.00	288.48
6/28/2001	EA	PO	0103394	4470.9470.5808.00	Hertz/Equi Changing P.O.	PurchOrder	.00	.00	3,000.00
7/24/2001	EA	AP	0103859	4470.9470.5808.00	Hertz/Equi a) Rental, Tra	AcctsPaybl	.00	.00	3,000.00-
7/24/2001	JE	AP	0103860	4470.9470.5808.00	Hertz/Equi a) Rental, Tra	AcctsPaybl	.00	25.00	.00
7/24/2001	JE	AP	0103860	4470.9470.5808.00	Hertz/Equi a) Rental, Tra	AcctsPaybl	.00	3,082.50	.00
7/24/2001	JE	AP	0103860	4470.9470.5808.00	Hertz/Equi a) Rental, Tra	AcctsPaybl	.00	55.02	.00
7/24/2001	JE	AP	0103860	4470.9470.5808.00	Hertz/Equi a) Rental, Tra	AcctsPaybl	.00	153.92	.00
7/26/2001	EA	AP	0103896	1010.6600.5301.00	Community a) Ad for prime	AcctsPaybl	.00	.00	288.48-
7/26/2001	JE	AP	0103897	1010.6600.5301.00	Community a) Ad for prime	AcctsPaybl	.00	288.48	.00
9/17/2001	JE	JE	0104968	1010.6600.5809.00	Work At Research & Tech	9128 RC	.00	29,124.21	.00
10/27/2001	JE	JE	0105626	1010.6600.5809.00	Recd engr exp pay:pd 1-20	10202 KS	.00	10,256.99	.00
10/31/2001	BA	BA	0105975	1010.6600.5301.00	Admin: Project Category	BA# 01-109	289.00	.00	.00
10/31/2001	BA	BA	0105975	1010.6600.5805.00	Admin: Project Category	BA# 01-109	134,807.00	.00	.00
10/31/2001	BA	BA	0105975	1010.6600.5809.00	Admin: Project Category	BA# 01-109	135,096.00-	.00	.00
10/31/2001	BA	BA	0105975	4470.9470.5208.00	Admin: Project Category	BA# 01-109	62.00	.00	.00
10/31/2001	BA	BA	0105975	4470.9470.5815.00	Admin: Project Category	BA# 01-109	62.00-	.00	.00
12/14/2001	EA	AP	0106489	1010.6600.5314.00	EGIS Consu b) Amendment t	AcctsPaybl	.00	.00	2,724.75-
12/14/2001	JE	AP	0106490	1010.6600.5314.00	EGIS Consu b) Amendment t	AcctsPaybl	.00	2,724.75	.00
12/31/2001	BA	SC	0106735	1010.6600.5314.00	Year End Soft Close	SOFT CLOSE	145,414.62-	.00	.00
12/31/2001	EA	SC	0106736	1010.6600.5314.00	Year End Soft Close	SOFT CLOSE	.00	.00	145,414.62-
12/31/2001	BA	SC	0106739	1010.6600.5314.00	Reverse Soft Close Budget	Soft Close	145,414.62	.00	.00
12/31/2001	JE	JE	0200308	1010.6600.5314.00	Recl PO#00-548	12312 ED	.00	2,445.00	.00
12/31/2001	JE	JE	0106802	4470.9470.5400.00	Wk f/eng labor exp R&T Pk	12343 JMel	.00	2,351.70	.00
12/31/2001	JE	JE	0106802	4470.9470.5400.00	Wk f/eng equip exp R&T Pk	12343 JMel	.00	2,882.58	.00
12/31/2001	BA	DA	0106853	4470.9470.5400.00	Capital Project Increases	BA# 01-164	5,235.00	.00	.00
12/31/2001	DA	DA	0106853	4470.9470.5808.00	Capital Project Increases	BA# 01-164	4,938.00-	.00	.00
12/31/2001	BA	BA	0106853	4470.9470.5815.00	Capital Project Increases	BA# 01-164	297.00-	.00	.00
1/01/2002	BA	SC	0200801	1010.6600.5314.00	Year End Soft Close	SOFT CLOSE	145,414.62	.00	.00
1/01/2002	EA	SC	0200802	1010.6600.5314.00	Year End Soft Close	SOFT CLOSE	.00	.00	145,414.62
1/01/2002	JE	JE	0200309	1010.6600.5314.00	Reverse JE#12312	1131 ED	.00	2,445.00-	.00
1/01/2002	BA	SC	0201688	1010.6600.5314.00	Reverse Soft Close DA	Soft Close	145,414.62-	.00	.00
1/18/2002	EA	AP	0200294	1010.6600.5314.00	EGIS Consu b) Amendment t	AcctsPaybl	.00	.00	2,445.00-
1/18/2002	JE	AP	0200295	1010.6600.5314.00	EGIS Consu b) Amendment t	AcctsPaybl	.00	2,445.00	.00
2/05/2002	BA	BA	0201571	4470.9470.5809.00	Research & Tech Park Roll	BA# 02-008	1,494,682.00	.00	.00
2/19/2002	BA	BA	0201606	1010.6600.5314.00	2001 Rollforwarded Funds	BA# 02-009	142,970.00	.00	.00
2/19/2002	BA	DA	0201606	4470.9470.5809.00	2001 Rollforwarded Funds	BA# 02-009	331,975.00	.00	.00
3/04/2002	EA	PO	0201896	1010.6600.5314.00	EGIS Consu Changing P.O.	PurchOrder	.00	.00	79,246.00-
3/08/2002	JE	AP	0201113	1010.6600.5314.00	Petty Cash Reimb Petty Ca	AcctsPaybl	.00	5.19	.00
3/08/2002	JE	AP	0201113	4470.9470.5301.00	Tri-Sign Sign For Land at	AcctsPaybl	.00	2,573.38	.00
3/08/2002	EA	AP	0201122	1010.6600.5314.00	EGIS Consu b) Amendment t	AcctsPaybl	.00	.00	3,122.12-
3/08/2002	JE	AP	0201123	1010.6600.5314.00	EGIS Consu b) Amendment t	AcctsPaybl	.00	3,122.12	.00
3/12/2002	EA	PO	0201174	4470.9470.5809.00	McClelland Recording P.O.	PurchOrder	.00	.00	128,158.00
3/27/2002	JE	AP	0201436	1010.6600.5809.00	Petty Cash Reimb Petty Ca	AcctsPaybl	.00	38.21	.00
4/04/2002	EA	AP	0201551	4470.9470.5809.00	McClelland a) Engineering	AcctsPaybl	.00	.00	10,415.79-
4/04/2002	JE	AP	0201552	4470.9470.5809.00	McClelland a) Engineering	AcctsPaybl	.00	10,415.79	.00
4/04/2002	EA	AP	0201591	1010.6600.5314.00	EGIS Consu b) Amendment t	AcctsPaybl	.00	.00	4,901.50-
4/04/2002	EA	AP	0201591	1010.6600.5314.00	EGIS Consu c) Amendment #	AcctsPaybl	.00	.00	9,945.05-
4/04/2002	JE	AP	0201592	1010.6600.5314.00	EGIS Consu b) Amendment t	AcctsPaybl	.00	4,901.50	.00
4/04/2002	JE	AP	0201592	1010.6600.5314.00	EGIS Consu c) Amendment #	AcctsPaybl	.00	9,945.05	.00
5/16/2002	EA	AP	0202248	4470.9470.5809.00	McClelland a) Engineering	AcctsPaybl	.00	.00	4,767.47-
5/16/2002	JE	AP	0202249	4470.9470.5809.00	McClelland a) Engineering	AcctsPaybl	.00	4,767.47	.00
5/22/2002	EA	PO	0202379	4470.9470.5809.00	Real Estat Recording P.O.	PurchOrder	.00	.00	8,500.00
6/06/2002	EA	AP	0202592	1010.6600.5314.00	EGIS Consu c) Amendment #	AcctsPaybl	.00	.00	6,115.00-
6/06/2002	JE	AP	0202593	1010.6600.5314.00	EGIS Consu c) Amendment #	AcctsPaybl	.00	6,115.00	.00
6/11/2002	EA	PO	0202764	4470.9470.5200.00	Kinkos Recording P.O.	PurchOrder	.00	.00	173.74
6/19/2002	EA	PO	0202772	4470.9470.5809.00	Real Estat Changing P.O.	PurchOrder	.00	.00	1,499.00

--TRANSACTION--- DATE	JT	TT	JOURNAL	G/L ACCOUNT NUMBER	DESCRIPTION		BUDGET AMOUNT	EXPENSE AMOUNT	ENCUMBRANCE AMOUNT
6/21/2002	EA	AP	0202812	1010.6600.5314.00	EGIS Consu c) Amendment #	AcctsPaybl	.00	.00	2,752.50-
6/21/2002	JE	AP	0202813	1010.6600.5314.00	EGIS Consu c) Amendment #	AcctsPaybl	.00	2,752.50	.00
6/24/2002	EA	AP	0202849	4470.9470.5200.00	Kinkos a) Printing, Mount	AcctsPaybl	.00	.00	173.74-
6/24/2002	JE	AP	0202850	4470.9470.5200.00	Kinkos a) Printing, Mount	AcctsPaybl	.00	2.17	.00
6/24/2002	JE	AP	0202850	4470.9470.5200.00	Kinkos a) Printing, Mount	AcctsPaybl	.00	173.74	.00
6/24/2002	JE	AP	0202850	4470.9470.5200.00	Kinkos a) Printing, Mount	AcctsPaybl	.00	3.05	.00
6/24/2002	JE	AP	0202850	4470.9470.5200.00	Kinkos a) Printing, Mount	AcctsPaybl	.00	8.90	.00
6/27/2002	EA	AP	0202930	4470.9470.5809.00	Real Estat a) Appraisal	AcctsPaybl	.00	.00	8,500.00-
6/27/2002	EA	AP	0202930	4470.9470.5809.00	Real Estat b) 06/19/02 C/	AcctsPaybl	.00	.00	1,499.00-
6/27/2002	JE	AP	0202931	4470.9470.5809.00	Real Estat a) Appraisal	AcctsPaybl	.00	8,500.00	.00
6/27/2002	JE	AP	0202931	4470.9470.5809.00	Real Estat b) 06/19/02 C/	AcctsPaybl	.00	1,200.00	.00
7/12/2002	JE	AP	0203145	4470.9470.5809.00	Real Estat a) Initial Com	AcctsPaybl	.00	100.00	.00
7/26/2002	JE	AP	0203353	4470.9470.5314.00	U of A Strategic Planning	AcctsPaybl	.00	37,500.00	.00
7/30/2002	JE	JE	0203397	4470.9470.5805.00	Corr ck#295389	7163 ST	.00	9,700.00	.00
7/30/2002	JE	JE	0203397	4470.9470.5809.00	Corr ck#295389	7163 ST	.00	9,700.00-	.00
8/09/2002	EA	AP	0203563	4470.9470.5809.00	McClelland a) Engineering	AcctsPaybl	.00	.00	10,754.00-
8/09/2002	EA	AP	0203563	4470.9470.5809.00	McClelland a) Engineering	AcctsPaybl	.00	.00	1,621.25-
8/09/2002	JE	AP	0203564	4470.9470.5809.00	McClelland a) Engineering	AcctsPaybl	.00	10,754.00	.00
8/09/2002	JE	AP	0203564	4470.9470.5809.00	McClelland a) Engineering	AcctsPaybl	.00	1,621.25	.00
8/13/2002	EA	PO	0203632	4470.9470.5809.00	McClelland Changing P.O.	PurchOrder	.00	.00	16,927.47
8/30/2002	BA	BA	0204241	4470.9470.5200.00	Admin: Category Adjustmnt	BA# 02-083	188.00	.00	.00
8/30/2002	BA	BA	0204241	4470.9470.5301.00	Admin: Category Adjustmnt	BA# 02-083	2,574.00	.00	.00
8/30/2002	BA	BA	0204241	4470.9470.5314.00	Admin: Category Adjustmnt	BA# 02-083	37,500.00	.00	.00
8/30/2002	BA	BA	0204241	4470.9470.5805.00	Admin: Category Adjustmnt	BA# 02-083	9,780.00	.00	.00
8/30/2002	BA	BA	0204241	4470.9470.5809.00	Admin: Category Adjustmnt	BA# 02-083	49,962.00-	.00	.00
9/27/2002	JE	AP	0204374	4470.9470.5315.00	Fayv Town Room Rental Uil	AcctsPaybl	.00	1,260.00	.00
11/26/2002	EA	AP	0205425	1010.6600.5314.00	EGIS Consu c) Amendment #	AcctsPaybl	.00	.00	7,825.63-
11/26/2002	JE	AP	0205426	1010.6600.5314.00	EGIS Consu c) Amendment #	AcctsPaybl	.00	7,825.63	.00
12/31/2002	EA	SC	0205985	1010.6600.5314.00	Year End Soft Close	SOFT CLOSE	.00	.00	29,061.82-
12/31/2002	EA	SC	0205985	4470.9470.5809.00	Year End Soft Close	SOFT CLOSE	.00	.00	117,526.96-
12/31/2002	JE	JE	0205996	1010.6600.5314.00	Accrue Exp PO 02-548	12271 EB	.00	2,337.50	.00
12/31/2002	JE	JE	0206003	4470.9470.5314.00	Rec Engr Exp Proj PP 1-26	12344 KS	.00	3,853.19	.00
12/31/2002	JE	JE	0206013	4470.9470.5809.00	Recl 2002 Exp 2003 PO's	12355 ED	.00	1,926.50	.00
12/31/2002	BA	BA	0206043	1010.6600.5314.00	Admin: Category Adjustmen	BA# 02-155	38.00-	.00	.00
12/31/2002	BA	BA	0206043	1010.6600.5809.00	Admin: Category Adjustmen	BA# 02-155	38.00	.00	.00
12/31/2002	BA	BA	0206043	4470.9470.5314.00	Admin: Category Adjustmen	BA# 02-155	3,853.00	.00	.00
12/31/2002	BA	BA	0206043	4470.9470.5315.00	Admin: Category Adjustmen	BA# 02-155	1,260.00	.00	.00
12/31/2002	BA	BA	0206043	4470.9470.5809.00	Admin: Category Adjustmen	BA# 02-155	5,113.00-	.00	.00
1/01/2003	EA	SC	0300801	1010.6600.5314.00	Year End Soft Close	SOFT CLOSE	.00	.00	29,061.82
1/01/2003	EA	SC	0300801	4470.9470.5809.00	Year End Soft Close	SOFT CLOSE	.00	.00	117,526.96
1/01/2003	JE	JE	0300191	1010.6600.5314.00	Reverse JE 12271	1105 EB	.00	2,337.50-	.00
1/01/2003	JE	JE	0300386	4470.9470.5809.00	Rvrs JE #12355	1174 EB	.00	1,926.50-	.00
1/10/2003	EA	AP	0300166	1010.6600.5314.00	EGIS Consu c) Amendment #	AcctsPaybl	.00	.00	2,337.50-
1/10/2003	JE	AP	0300167	1010.6600.5314.00	EGIS Consu c) Amendment #	AcctsPaybl	.00	2,337.50	.00
1/24/2003	EA	AP	0300365	4470.9470.5809.00	McClelland a) Engineering	AcctsPaybl	.00	.00	1,926.50-
1/24/2003	JE	AP	0300366	4470.9470.5809.00	McClelland a) Engineering	AcctsPaybl	.00	1,926.50	.00
1/31/2003	BA	BA	0300814	1010.6600.5314.00	2002 Rollforwarded Funds	BA# 03-002	26,724.00	.00	.00
1/31/2003	BA	BA	0300814	4470.9470.5809.00	2002 Rollforwarded Funds	BA# 03-002	115,680.00	.00	.00
2/28/2003	EA	AP	0300980	4470.9470.5809.00	McClelland a) Engineering	AcctsPaybl	.00	.00	351.00-
2/28/2003	JE	AP	0300981	4470.9470.5809.00	McClelland a) Engineering	AcctsPaybl	.00	351.00	.00
3/07/2003	EA	PO	0301188	1010.6600.5303.00	Ark Democr Recording P.O.	PurchOrder	.00	.00	75.00
3/14/2003	EA	PO	0301254	4470.9470.5809.00	Farm Serv Recording P.O.	PurchOrder	.00	.00	446.85
3/19/2003	EA	AP	0301322	4470.9470.5809.00	Farm Serv a) Fence Suppli	AcctsPaybl	.00	.00	446.85-
3/19/2003	JE	AP	0301323	4470.9470.5809.00	Farm Serv a) Fence Suppli	AcctsPaybl	.00	6.59	.00
3/19/2003	JE	AP	0301323	4470.9470.5809.00	Farm Serv a) Fence Suppli	AcctsPaybl	.00	439.65	.00
3/19/2003	JE	AP	0301323	4470.9470.5809.00	Farm Serv a) Fence Suppli	AcctsPaybl	.00	7.69	.00
3/19/2003	JE	AP	0301323	4470.9470.5809.00	Farm Serv a) Fence Suppli	AcctsPaybl	.00	22.54-	.00
4/01/2003	BA	BA	0301539	1010.6600.5314.00	2002 Capital Rollforwards	BA# 03-012	79,283.00	.00	.00
4/01/2003	BA	BA	0301539	4470.9470.5809.00	2002 Capital Rollforwards	BA# 03-012	1,626,317.00	.00	.00
4/04/2003	EA	AP	0301596	1010.6600.5301.00	Ark Democr A) Environment	AcctsPaybl	.00	.00	75.00-
4/04/2003	JE	AP	0301597	1010.6600.5301.00	Ark Democr A) Environment	AcctsPaybl	.00	75.00	.00
4/10/2003	JE	AP	0301672	1010.6600.5301.00	Ark Democr Voiding Invoic	AcctsPaybl	.00	75.00-	.00
4/11/2003	JE	AP	0301699	1010.6600.5301.00	Ark Democr Ads	AcctsPaybl	.00	53.75	.00
4/24/2003	EA	PO	0301915	1010.6600.5315.00	Cassels' Recording P.O.	PurchOrder	.00	.00	3,000.00
EXPENSE TOTALS			421 TRANSACTIONS				6,143,777.00	903,622.73	145,996.28

REVENUE ACCOUNT TRANSACTION

DATE	JT	TT	JOURNAL	G/L ACCOUNT NUMBER	DESCRIPTION		BUDGET AMOUNT	EXPENSE AMOUNT	ENCUMBRANCE AMOUNT
3/21/2000	JE	AR	0001421	1010.0001.4999.00	U S FILTER	Misc-Gen	.00	50.00-	.00
REVENUE TOTALS			1 TRANSACTIONS				.00	50.00-	.00

Wilson Springs Grant

RESOLUTION NO. 48-98

MICROFILMED

A RESOLUTION AUTHORIZING THE CITY OF FAYETTEVILLE TO APPLY TO THE STATE OF ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION FOR A GRANT FROM THE ECONOMIC DEVELOPMENT OF ARKANSAS FUND FOR CONSTRUCTION OF WATER AND SEWER LINES AND STREETS NECESSARY TO DEVELOP THE RESEARCH AND TECHNOLOGY PARK.

WHEREAS, the City of Fayetteville, in conjunction with the University of Arkansas and the Fayetteville Chamber of Commerce, employed the firm of Hammer, Siler, George Associates to develop market potentials, site planning, and costs associated with the Research and Technology Park Development; and

WHEREAS, the study has been completed, and it is now time to improve the Research and Technology Park by constructing the required streets and water and sewer lines necessary for the development of the Park; and

WHEREAS, the cost of these developments are estimated at $9,214,300; and

WHEREAS, the Arkansas Department of Finance and Administration has funds available through the Economic Development of Arkansas Fund Commission, to which we may apply for either a grant or loan; and

WHEREAS, Paragraph 7(a)3 of the Economic Development of Arkansas Fund Commission Regulations requires an ordinance, resolution, or other specific authorizing instrument or action reflecting the applicant's authority for making application to the Commission.

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

Section 1. Mayor Fred Hanna or his authorized representative is designated as the authority for making application on behalf of the City of Fayetteville, Arkansas, for a grant to aid in the construction of the water and sewer lines and streets at the Research and Technology Park.

PASSED AND APPROVED this 21st day of April, 1998.

APPROVED:

By: Fred Hanna

Fred Hanna, Mayor

ATTEST:

By: Heather Woodruff

Heather Woodruff, City Clerk

City of Fayett
Arkansas

Fayetteville
Arkansas
CHAMBER OF COMMERCE
JAMES V. CRIDER
ECONOMIC DEVELOPMENT DIRECTOR
123 WEST MOUNTAIN • P.O. BOX 4216
FAYETTEVILLE, ARKANSAS 72702-4216
(501) 521-1710 FAX: (501) 521-1791

APPLICATION FOR GRANT

ASSISTANCE

From The

Economic Development of

Arkansas Fund

Mike Storms
Administrator
ADFA

Steve

Carla Wooley
Econ. Dev. of Ark.
Fund Commission
501-682-5374

TABLE OF CONTENTS

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

November 30, 2000

Ms. Joy Pennington
DFA Coordinator for the Commission
Economic Development of Arkansas Fund Commission
c/o DFA – Director's Office
P.O. Box 3278
Little Rock, AR 72203

SUBJECT: Grant Application for Infrastructure Improvements

Dear Ms. Pennington:

It is a pleasure to forward the attached "Application for Grant Assistance" from the Economic Development of Arkansas Fund. The Fayetteville City Council authorized participation in your grant program on April 21, 1998 (see Resolution No. 48-98 attached). Essentially, the City of Fayetteville seeks $1,341,100 to aid in Phase I construction of the water and sewer lines and streets at the new Arkansas Research and Technology Park.

The approximate time necessary to complete Phase I will be about 12 months from the time funds are made available. In addition to Phase I, there remain Phases II thru V to be completed in subsequent years. Total estimated costs of infrastructure development for all phases are $16,000,000.

Naturally, we hope to return to the Economic Development of Arkansas Fund Commission to meet the needs of Phases II thru V as park development advances. Thank you for your consideration of this most worthwhile project – the first of its kind in Arkansas. Should you have questions, or if I can be of any further assistance to you, please do not hesitate to call.

Sincerely,

Fred Hanna

Fred Hanna
Mayor

Enclosures

3 WEST MOUNTAIN 72701 501-521-7700

RESOLUTION NO. 48-98

A RESOLUTION AUTHORIZING THE CITY OF FAYETTEVILLE TO APPLY TO THE STATE OF ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION FOR A GRANT FROM THE ECONOMIC DEVELOPMENT OF ARKANSAS FUND FOR CONSTRUCTION OF WATER AND SEWER LINES AND STREETS NECESSARY TO DEVELOP THE RESEARCH AND TECHNOLOGY PARK.

WHEREAS, the City of Fayetteville, in conjunction with the University of Arkansas and the Fayetteville Chamber of Commerce, employed the firm of Hammer, Siler, George Associates to develop market potentials, site planning, and costs associated with the Research and Technology Park Development; and

WHEREAS, the study has been completed, and it is now time to improve the Research and Technology Park by constructing the required streets and water and sewer lines necessary for the development of the Park; and

WHEREAS, the cost of these developments are estimated at $9,214,300; and

WHEREAS, the Arkansas Department of Finance and Administration has funds available through the Economic Development of Arkansas Fund Commission, to which we may apply for either a grant or loan; and

WHEREAS, Paragraph 7(a)3 of the Economic Development of Arkansas Fund Commission Regulations requires an ordinance, resolution, or other specific authorizing instrument or action reflecting the applicant's authority for making application to the Commission.

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

Section 1. Mayor Fred Hanna or his authorized representative is designated as the authority for making application on behalf of the City of Fayetteville, Arkansas, for a grant to aid in the construction of the water and sewer lines and streets at the Research and Technology Park.

PASSED AND APPROVED this 21st day of April, 1998.

APPROVED:

By: Fred Hanna

Fred Hanna, Mayor

ATTEST:

By: Heather Woodruff

Heather Woodruff, City Clerk

BENTONVILLE

July 14, 1998

Economic Development of Arkansas Fund Commission
C/O DFA - Directors Office
P.O. Box 3278
Little Rock, AR 72203

RE: City of Fayetteville's Application for Assistance in the Ark. Research and Technology Park

To The Commission:

As Mayor of the City of Bentonville, I wish to support this grant application. I believe it is imperative that a Research and Technology park be established in Arkansas. Since this type of facility is usually dependent on being close to a university, Fayetteville is the logical choice. The development of a Research and Technology park will ensure that most of the graduates in this area will remain in Arkansas and not go out of state. The location of the park site is ideal, since it is centrally located adjacent to Highway 71 and will be easy to reach by air or ground transportation.

I ask that you look favorably on the city's request for aid so that Phase I of the project can be undertaken.

Sincerely,

Terry Coberly

Terry Black Coberly,
Mayor

TBC/sg

cc: Mayor Fred Hanna, City of Fayetteville

RECEIVED
JUL 16 1998
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

ROGERS ARKANSAS 100

CITY OF ROGERS

City Administration Building • 300 West Poplar
Rogers, Arkansas 72756 • Phone 621-1117
www.rogersarkansas.com

November 21, 2000

Economic Development of Arkansas Fund Commission
C/O DFA-Director's Office
P.O. Box 3278
Little Rock, AR 72203

Dear Sir:

I am pleased to offer my support to the city of Fayetteville's application for phase II infrastructure assistance in the Arkansas Research and Technology Park.

The City of Rogers was an enthusiastic supporter of the original grant application in 1998 and we are delighted to offer our support for the next phase of development.

We are encouraged with the development and feel it will have a major impact on the retention of Arkansas graduates. The proximity of the University of Arkansas to this park is critical to its overall success.

Please ensure this park continues to receive your most serious consideration.

Sincerely,

Steve Womack
Mayor

CITY OF
SILOAM SPRINGS
P.O. Box 80
Siloam Springs, Arkansas 72761
501-524-5136

November 16, 2000

Economic Development of Arkansas Fund Commission
c/o DFA - Directors Office
PO Box 3278
Little Rock, Arkansas 72203

RE: City of Fayetteville's Application for Assistance in the Arkansas Research and Technology Park

To the Commission:

As Mayor of the City of Siloam Springs, I wish to support this grant application.

I believe it is imperative that a Research and Technology Park be established in Arkansas. Since this type of facility is usually dependent on being close to a university, Fayetteville is the logical choice.

The development of a Research and Technology Park will ensure that most of the graduates in this area will remain in Arkansas and not go out of state. The location of the park site is ideal, since it is centrally located adjacent to Highway 540 and will be easy to reach by air or ground transportation.

I ask that you look favorably on the city's request for aid so that Phase II of the project can be undertaken.

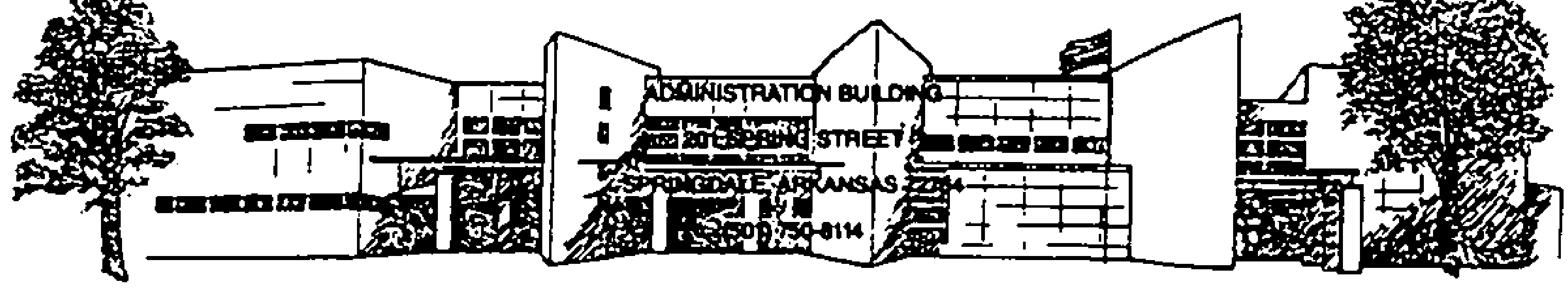
Yours truly,

M. L. Van Poucke, Jr.

M. L. Van Poucke, Jr., Mayor

cc: Mayor Hanna, City of Fayetteville

CITY of SPRINGDALE



OFFICE OF THE MAYOR
JERRE M. VAN HOOSE

November 20, 2000

Economic Development of Arkansas Fund Commission
C/o DFA – Directors Office
P.O. Box 3278
Little Rock, AR 72702-4216

Re: City of Fayetteville's Application for Assistance in Phase II of the Arkansas Research and Technology Park

Dear Commissioners:

It is imperative that the development of a Research and Technology Park continue. The completion of this park close to the University of Arkansas will provide many opportunities for students and graduates.

As Mayor of the City of Springdale, I support this grant application and request that you consider carefully the City of Fayetteville's request for aid in phase II of this project.

Sincerely,

Jerre M. Van Hoose

Jerre Van Hoose
Mayor

cc: Mayor Hanna, City of Fayetteville

NORTHWEST ARKANSAS COUNCIL

Partners In Progress

July 28, 1998

The Honorable Fred Hanna
Mayor
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Mayor Hanna:

Since its inception, the Northwest Arkansas Council has advocated the establishment of public and private partnerships which enhance the region's economic well-being through the development of improved infrastructure, the creation of new job opportunities, and the implementation of programs which provide our people with the skills required to secure the higher paying jobs of the future.

The City of Fayetteville, in partnership with Southwestern Bell and the Fayetteville Chamber of Commerce, has taken the first major steps to create the Arkansas Research and Technology Park, thereby charting the course for development of what can be a premier research and technology center of mid-America. In a continuing and ever-expanding partnership with the University of Arkansas, the project can become a major research institution which creates new job opportunity for all Arkansas citizens.

The Council applauds the farsightedness of the City of Fayetteville, Southwestern Bell and the Chamber in moving this project toward fruition, and we strongly support the expansion of this public and private partnership to include the State of Arkansas. As Governor Huckabee recently said at the opening of his Summit on Economic Development, "Arkansas must find a way to replace manufacturing jobs that pay minimum wage - many of which are leaving for developing countries - with technology or knowledge-based jobs. We need to raise the standard of living instead of maintaining an inadequate one. We have not had the focus on technology that we intend to have".

We could not agree more, and we support the City's application for state grant funding for the Arkansas Research and Technology Park.

Sincerely,

John Paul Hammerschmidt

John Paul Hammerschmidt
Chairman

100 West Center, Suite 300, Fayetteville, Arkansas 72701
Phone: (501) 582-2100 Fax: (501) 582-1919

Economic Development of Arkansas Fund Commission

APPLICATION FOR ASSISTANCE
FROM THE
ECONOMIC DEVELOPMENT OF ARKANSAS FUND

DATE: July 20, 1999

PROJECT NAME: Infrastructure for Arkansas Research and Technology Park

APPLICANT: City of Fayetteville
STREET: 113 W. Mountain Street
CITY/ST/ZIP: Fayetteville, AR 72701
COUNTY: Washington County
PHONE: 501-575-8305 FAX: 501-575-8316
ENTITY RESPONSIBLE FOR FINANCIAL MANAGEMENT OF PROJECT:
Alett Little, Economic Development Director, City of Fayetteville

Narrative (Describe purpose of project and need. Note any attachments.)

SEE ATTACHED NARRATIVE

Benefits. (Describe benefits in general and include the population of project area, number of persons who will be served, and cost per individual served.)

SEE ATTACHED NARRATIVE

3. Project Cost and Funding (Attach itemized budget.)

Amount requested from Commission $ 1,147,640

Amount of loans or grants from other sources $ 793,460

List other sources:

- Economic Development of Ar Fund ($193,460)
- Southwestern Bell Telephone ($600,000)
-

Amount of local funds contributed $ 1,900,000

Other $

PROJECT TOTAL (Phase I) $ 3,841,100

4. Type of participation requested from Commission
   Economic Development Project: Grant xx Loan ___
   Other Loan (i.e. natural gas pipeline construction) ___

5. Proposed time schedule for completion of project. (List each phase, if applicable.)

Phase I – Approximately 1 year from the time funds are made available.

Applicant Statement:
To the best of my knowledge, all statements of fact contained herein are true and correct as of the date hereof.

Signature of Applicant Fred Hanna Date 7/20/99

Name (please type or print) Fred B. Hanna

Title Mayor

Please return application form to:
Economic Development of Arkansas Fund Commission
c/o DFA - Director's Office
P.O. Box 3278
Little Rock, AR 72203

Date of Submission to Reviewing Agency: ___

Reviewing Agency: ___

Reviewing Agency Recommendation ***Approve*** ___ ***Deny*** ___

by: ___

Date of Commission Review ___

Approved ___ **Denied** ___

by ___

name ___

title ___

EDAFC 9/10/97

Lot Name	Acreage	Lot Name	Acreage	Lot Name	Acreage	Lot Name	Acreage
1	2.50	11	1.79	21	2.63	31	2.30
2	3.20	12	2.03	22	2.47	32	2.96
3	2.47	13	2.87	23	2.15	33	3.18
4	2.43	14	3.29	24	2.27	34	3.07
5	2.77	15	2.44	25	3.24	35	2.84
6	3.06	16	3.47	26	4.27	36	1.51
7	4.29	17	2.31	27	1.92	37	1.44
8	2.04	18	2.20	28	3.19	38	1.43
9	3.56	19	3.05	29	2.85		
10	3.62	20	3.15	30	1.92		

NARRATIVE

ARKANSAS RESEARCH AND TECHNOLOGY PARK

This grant application seeks to fund development of Arkansas' first research and technology park. The need for the park is based on its close proximity to the University of Arkansas-Fayetteville. At the present time, there exists no site for high-technology and university-related industries in Arkansas. As the only such park in the state, the project will stimulate business, industrial and economic growth in all areas of Arkansas by creating employment opportunities not heretofore available.

Arkansas' first research and technology park is located on a 290-acre site that was purchased for $1,300,000 by the City of Fayetteville in 1988. Essentially, the University of Arkansas' status as a major research institution is the critical linchpin to developing a new Arkansas Research and Technology Park. Engineering, agriculture and the sciences are particular strengths of the University's research program.

At the present time, job opportunities within Arkansas for many University of Arkansas graduates do not exist. The High Density Electronics Center (HiDEC) at the University of Arkansas-Fayetteville has lost over 50 graduates (approximately 95 percent of all graduates) to employment opportunities outside the state. The Arkansas Research and Technology Park will serve to further diversify the state's employment base. This phenomenon will level the playing field in the game of high-tech job retention in Arkansas.

In addition, it is also anticipated that the Arkansas Research and Technology Park will generate "spin-off" activity. Studies indicate that research parks attract other university, governmental and compatible private business uses. It is assumed that such additional floor space demand will be roughly equal to the research-based absorption.

In 1996, the City of Fayetteville hired the firm of Hammer, Siler, George, and Associates as the multidisciplinary team to verify the need for a research and technology park. The firm determined that the park's establishment in the vicinity of the University of Arkansas was essential. The team, then, devised a master plan for park development. The Executive Summary from this report is as follows:

* 1. The purpose of the consultant work is to test the feasibility of research park development.

* 2. This requires research resource assessment, market analysis, site planning, site development costing and cash flow analysis.

* 3. The University of Arkansas has a strong research program which is growing at an impressive rate.

* 4. Engineering, agriculture and the sciences are particular strengths of the research program.

* 5. The University is undertaking important initiatives to further build the research and technology transfer programs.

* 6. Potential floor space absorption in a research park in Fayetteville is estimated, based on the amount of research at the university and the relationship of the amount of research and the amount of floor space absorption which has been achieved at comparable land grant universities with research parks.

* 7. Direct, research-based floor space absorption at the research park in Fayetteville will be in the 30,000 to 50,000 square feet of floor area range, during the first five years in which building space is available for marketing. Absorption will increase in subsequent five year periods.

* 8. Research parks also attract other university, governmental and compatible private business uses. In the Arkansas Research and Technology Park, it is assumed that this additional floor space demand will be roughly equal to the research-based absorption.

* 9. The local real estate market is strong, and this will help generate absorption from these other uses.

* 10. A survey of 240 businesses familiar with the research resources at the university yielded a 15 percent response and strong indications of interest in having a close relationship with the university.

* 11. The proposed research park site is at US Route 71 and State Route 112. The site is convenient to the campus, of adequate size for the early phases of the park and expansion, well served by expressways, has fiber optic linkages and is near needed service uses; and thus, will support the development of the park well.

* 12. When developed to the quality standards shown in the site plan, the research park will provide a quality level of business environment not now available, and will market well with the existing Fayetteville Industrial Park.

* 13. The proposed site plan will create parcels of various sizes to meet the market, protect the environment, facilitate efficient infrastructure phasing and construction and provide a high amenity environment. The site plan is presented in the report.

* 14. Phase I site improvement costs will total $4,500,000 in construction costs. A total of $3,900,000 had previously been spent on the purchase of the land, water line main installation, master plan, economic development program endeavors, and fiber optics hub installation.

* 15. The estimated total site improvement construction costs for the five phase will be $16 million.

* 16. The University, the City, the Chamber of Commerce and the State will make a strong partnership to make this project a success.

A copy of the report entitled "Market Potentials, Site Planning, Costing and Cash Flow For Arkansas Research and Technology Park Development" is enclosed.

Listed below are highlights from the master plan process:

Phase I – Market potentials & Development Program (completed);

A. Of the recommended alternative development programs, Fayetteville chose a research related park with total quality business focus, which offers –

1. Broader, traditional research park use mix
2. Critical University and private anchor facilities
3. Essential quality environment
4. Greater total and early project success
5. 160 acre project size (when fully developed)
   - 50 Acres of Research-Related
   - 70 Acres of Business Park Uses
   - 20 Acres of University, State and Federal
   - 20 Acres of Supporting Services

Phase II – Master Plan & Financial Analysis (completed – see enclosure);

A. The park's master plan calls for the following utilization scheme –

Land Use	Acres	Square Feet
Office	56	485,000
Retail	6	60,000
Light Industrial	63	455,000
Sub-Total	125	1,000,000
Future Expansion	35	
Grand Total	160 Acres	

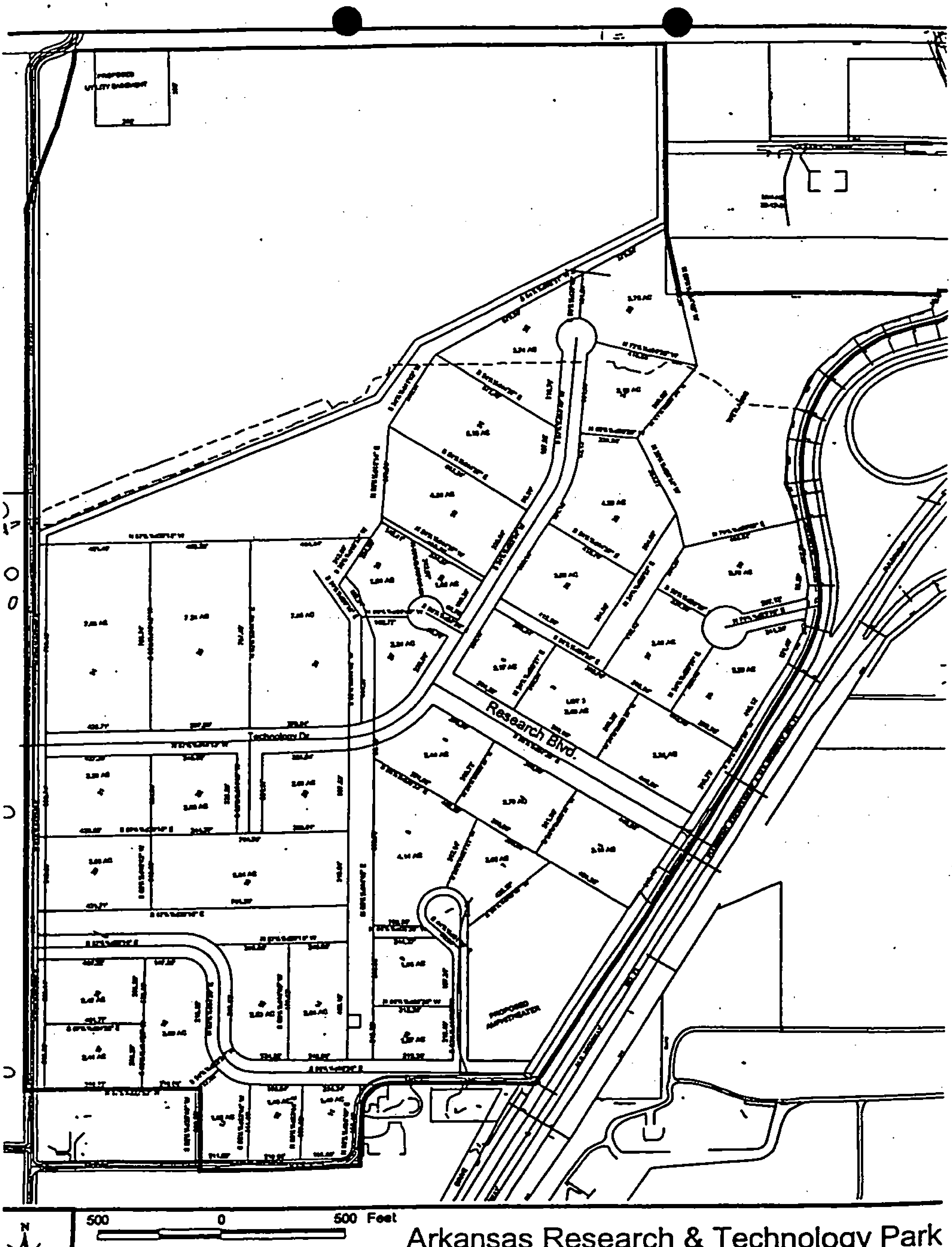
As can be seen, the 290-acre site calls for approximately 125 acres to be developed initially. The remainder of the tract would have about 35 acres reserved for future development and contains 100 acres of green space (including linear parks, wet lands, woodlands, and a man-made lake).

Phase III – Development & Marketing Strategy (to be pursued upon ground breaking for infrastructure development).

The time required for total park development is largely speculative. A nation wide canvass of similar projects has indicated a trend toward development in phases or stages. Thus, the rate at which the incremental phases, or stages, are completed dictates progress toward total development.

The first phase would involve construction of streets and utilities for a tract of land approximately 22 acres in size which could accommodate approximately 110,000 square feet of office space and 50,000 square feet of light industrial space. This phase would be developed to create an impressive entrance and formal boulevard to initially portray the larger scale of the full project. The parking would be located to the rear of the buildings and effective and generous use of landscaping for screening would be incorporated. The project would be flexible to combine parcels should the need exist. It is expected that it would take several years to develop Phase I before needing to expand to the next phase based on knowledge of how similar parks have developed throughout the United States.

However, during the development of Phase I, work should be on-going to improve the accessibility of the park from the freeway. This could be accomplished by improving the interchange of Highway 112 and U.S. Highway 71, and acquiring the properties located adjacent to Highway 112 and the park. It is estimated that Phase I costs, based on 1997 costs, will be approximately $1.3 million, excluding the cost to develop engineering plans and the cost of inspections during construction (see page 7 for a breakdown of the costs).



Arkansas Research & Technology Park

BENEFITS

In 1994, Arkansas Southwestern Bell Telephone Company awarded an economic development grant to the Arkansas Research and Technology Park. The funding accommodated installation of a $600,000 "Fiber Optics Hub" on the park premises. This "on-ramp" to the information super highway brought the total "sunk costs" at the park site to $3,900,000.

While the new park will further diversify the Fayetteville-Springdale-Rogers Metropolitan Statistical Area's (population 267,000) economic base, the nature of the project will benefit ALL of Arkansas. In particular, the high-speed, high-capacity communications links afforded by the "Fiber Optics Hub" are essential tools for high-wage, information-based companies. This instrumentation will prove advantageous for attracting companies involved with electronics, avionics, biotechnology, biomedical and pharmaceutical research.

Over the past few years, research and technology have exhibited substantial gains in the stock market. In fact, these sectors of the national economy have sometimes doubled all other investment activity. Such an indicator is a positive harbinger signaling change in America's economic infrastructure.

The Arkansas Research and Technology Park will strategically position Arkansans as beneficiaries of this emerging trend -- especially, with regard to increased income. Traditionally, research and technology firms pay higher wages (averaging $45,000 per year) and enrich a region's/state's "brain trust" to ensure the future planning process for an improved quality of life. In the long-run, the park will allow many talented and well-trained Arkansans to remain in and contribute to the economy of Arkansas rather than having to leave the state for a career in their chosen field.

Arkansas' revenue stream will certainly benefit from this project. The 1,000,000 square feet of new facilities will require an investment exceeding $150,000,000 to fully develop the first 125 acres. Based on a ratio of 400 square feet per employee, the park will employ 2500. An average individual salary of $45,000 for these 2500 employees will annually generate $6,000,000 in personal income taxes for the State of Arkansas. Development of the final 75 acres will only serve to further bolster the State's tax base to provide much needed roads, schools, and other critical infrastructure.

When analyzing cost/benefit of this project, it's important to consider the "cost per job" ($16-million / 2530 jobs = $6,324) relative to the grant necessary for funding infrastructure development in the park. This "cost per job" is within acceptable standards typically embraced by state and federal funding agencies. In the final analysis, any technological advances emanating from the Arkansas Research and Technology Park will inure to the benefit of companies throughout the entire state.

ARKANSAS RESEARCH AND TECHNOLOGY PARK
Expenditures and Projected Costs

I. Expenditures through December, 2000:

Land Acquisition	$1,300,000
Economic Development	200,000
Water and Sewer Construction	300,000
Master Plan	100,000
Environmental	150,000
Total Expended by City of Fayetteville	$2,050,000
Fiber Optics Hub Installation	$ 600,000
Total Expended by Southwestern Bell	$ 600,000
Total Expenses through December, 2000	**$2,650,000**

Projected Funds:

Capital Improvements	$1,250,000
Total Funds Committed	**$3,900,000**

ARKANSAS RESEARCH AND TECHNOLOGY PARK

Expenditures and Project Costs

II Estimated costs of infrastructure are expected to cover all phases over a number of years. These figures do not includes the cost of design or construction engineering.

Phase I:

Sewer Facilities		
New Pump Station	200+ gpm capacity	$ 80,000
Existing Station Upgrade	Lump Sum	50,000
10-inch gravity line	2000 LF	60,000
8-inch gravity line	4500 LF	112,500
Force main	4000 LF	80,000
16-inch Hwy 112 boring	1	45,000
Manholes	22	44,000
Subtotal		$ 471,500
(with contingency)		$ 500,000
Water Facilities		
12-inch line	5500 LF	$ 192,500
8-inch line	3000 LF	75,000
Fire hydrants	12	24,000
8 and 12-inch valves	20	40,000
Subtotal		$ 331,500
(with contingency)		$ 400,000
Streets		
Technology Boulevard	2000' 4-lane w/median	$1,000,000
Data Crossing and Internet	2600' of 36' wide street	750,000
Drainage		400,000
Subtotal		$2,150,000
(with contingency)		$2,500,000
Wetland/Nature Creation and Enhancement		$1,100,000
Total Phase I Estimated Construction Cost		$4,500,000

Note: It is anticipated the time necessary to provide streets, water and sewer will be approximately 12 months from the time funds are made available.

ARKANSAS RESEARCH AND TECHNOLOGY PARK
Expenditures and Project Costs

Phase II:

Complete street network within southern area of park and add water and sewer infrastructure.	$2,500,000

Phase III:

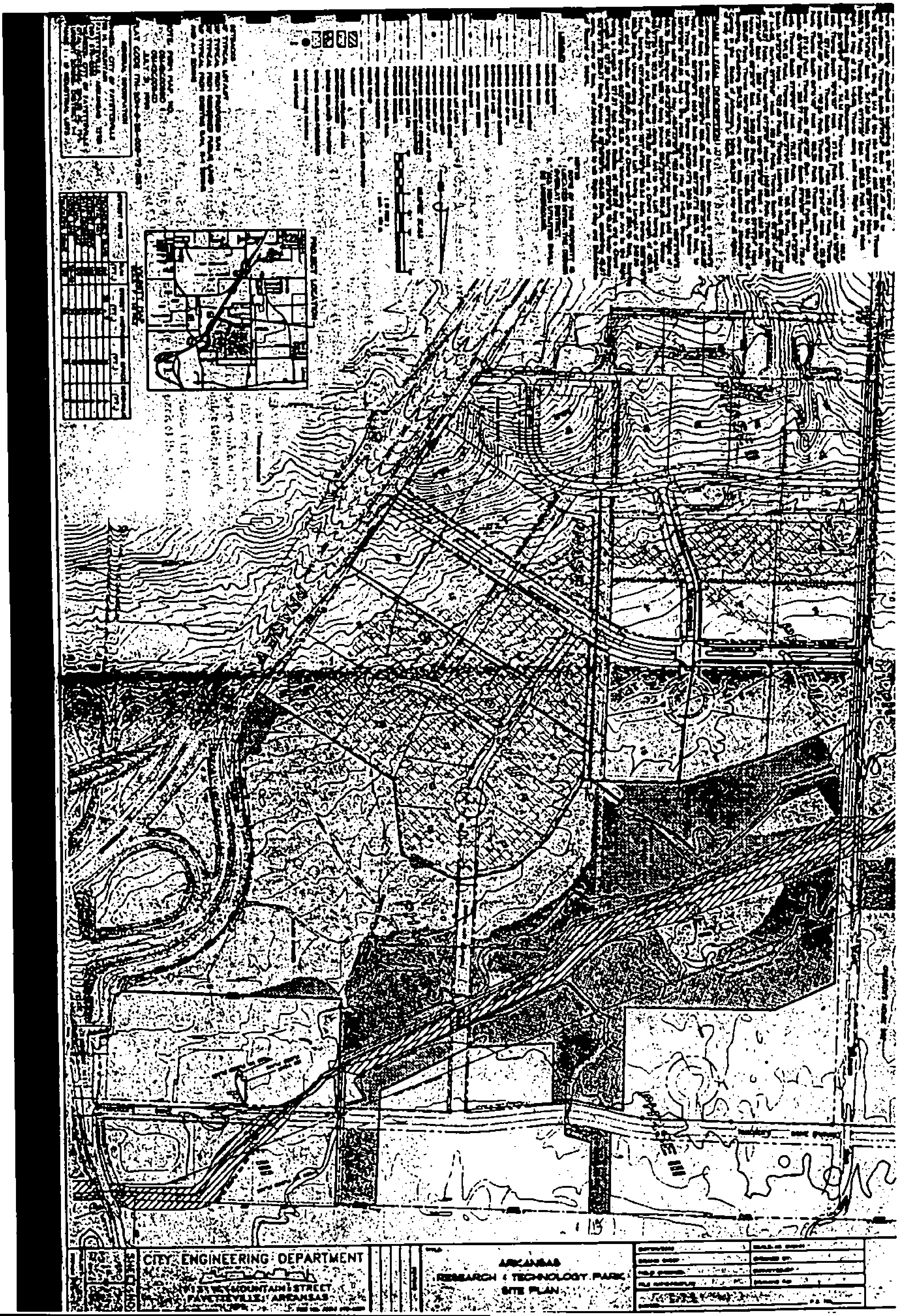
Construct Trucker's Drive and acquire property around the Hwy 112 entrance. Complete street network for northern area of park and add water and sewer infrastructure.	$4,500,000

Phase IV:

Improve Deane Solomon Road along park boundary. Acquire any necessary right of way.	$1,500,000

Phase V

Improve I-540 access. Relocate and widen Frontage Road. Acquire property along Shiloh Drive	$3,000,000
Total Estimated Costs for Future Construction	**$16,000,000**



CITY ENGINEERING DEPARTMENT
MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS
ARKANSAS
RESEARCH & TECHNOLOGY PARK
SITE PLAN

ADDEDNUM

This grant application request is being resubmitted for consideration by the Economic Development of Arkansas Fund Commission. The Commission was apprised about the new Arkansas Research and Technology Park at the December 12, 1999 meeting and declined to consider infrastructure funding of $1,147,640 for development of Phase I. The project did not make the funding "short list" at that time.

Prior to December 1999, the project received an award of $193,360 in June 1999 for infrastructure improvements in Phase I of park infrastructure development. That sum remains untouched in a state escrow account pending the outcome of litigation challenging two other projects in the batch of 10 successful applicants. In the meantime, Interface Computers purchased land in the park, but cannot begin development of their site until a road can be built to their site.

A letter of commitment is enclosed from Interface Computers is again included with this application. This company appeared before the Commission in June 1999. This fine firm is an information-based computer oriented company seeking to be the first firm in the new Arkansas Research & Technology Park.

The company is involved in developing and producing products and services oriented to internet and e-commerce. Their employment currently stands at 13 employees with an annual payroll of $260,000. Within the next two years of operation the young firm expects growth to eclipse 20 employees with an annual payroll of $500,000. The Arkansas Economic Development Commission (AEDC) has been made aware of this client because of the quality of jobs that would be created by its expanded investment in Arkansas.

In addition, Fayetteville is pursuing the investment of yet another company, which also has appeared before the Commission in December 1999. Computer Management Information Systems (CMIS) was incorporated in 1992 with three employees and has grown during the ensuing eight years from revenues of one-half million dollars to revenues of over five million dollars with twenty employees.

The company estimates they will add ten employees per year and during the first six months of 2000, they had created 8 new jobs. Their current location does not offer them enough space to access to the fiber optic lines they require for their business. The company is a prime example of the type of company which will be lost from our state, if appropriate locations are not available to enable their growth.

Funding from the Economic Development of Arkansas Fund Commission would literally pave the way toward introducing the first park of its kind in Arkansas and one of only about 75 in the world.

INTERFACE
COMPUTER CENTER, L.L.C.

Leaders of Tomorrow's Technology

530 North College Avenue, Building C
Fayetteville, AR 72701
Telephone: 501-582-5100
Facsimile: 501-582-5599

April 23, 1999

Mr. James V. Crider, Director
Economic Development
FAYETTEVILLE CHAMBER OF COMMERCE
P.O. Box 4216
Fayetteville, AR 72702-4216

SUBJECT: Letter of Commitment

Dear Jim:

It is a pleasure to confirm the commitment of Interface Computer Center L.L.C. to locate in the new Arkansas Research and Technology Park. The SBA has chosen us for the 1999 Young Entrepreneur of the Year award for the State of Arkansas and for the five-state region. We are very excited about locating in the new Technology Park to help our business to continue to grow. Our company prides itself as a "leader in tomorrow's technology." In 1998, we had 13 employees (approx. annual payroll of $260,000) and generated $1.1 million in revenues. It is anticipated employment will eclipse 16 (annual payroll of $350,000) by the end of 1999 with a revenue stream of $1.7 million. Our projections over the next two years show a possibility of 20 employees (annual payroll of $500,000) and revenues of $3-4 million.

At the present time, our growing enterprise has four dynamic divisions. These entities include:

1. Interface Interactive Division- involved with internet web development and e-commerce (30 percent of revenues).

2. Interface Internet Division- sells "pipes" to internet companies (30 percent of revenues).

3. Interface Computers Division - network service contracts and MIS services for companies (30 percent of revenues).

4. Interface Research Division- new software package development. This department is a long-term goal for the three owners of Interface to develop internet-related software packages that we can sell to many. Right now, our Interface Interactive division is developing internet related software package that are sold once instead of packaging the product for many. Hopefully, the previous three departments will hopefully finance this department (currently 10 percent of revenues).

As you might expect, along with success come various challenges. The single most important obstacle facing Interface Computers Center today is available space. In short, we have long-since outgrown our present facility. We propose building a 7,500 square-foot facility (expandable to 15,000 square feet) on an excellent two-acre site in the Arkansas Research & Technology Park. At this point, no purchase price has been established. Our commitment is, therefore, contingent upon arriving at mutually acceptable purchase price for the site.

We look forward to moving our information-based company into a new building as the first occupants of the new Arkansas Research and Technology Park.

Sincerely,

Jeremy C. Webb
Computer Systems Engineer / Owner

Wilson Springs Grant

RESOLUTION NO. 74-01 MICROFILMED

A RESOLUTION AUTHORIZING THE CITY OF FAYETTEVILLE TO APPLY TO THE STATE OF ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION FOR A GRANT FROM THE ECONOMIC DEVELOPMENT OF ARKANSAS FUND FOR CONSTRUCTION OF WATER AND SEWER LINES AND STREETS NECESSARY TO DEVELOP THE ARKANSAS BUSINESS TECHNOLOGY PARK.

WHEREAS, the City of Fayetteville, in conjunction with the University of Arkansas and the Fayetteville Chamber of Commerce, employed the firm of Hammer, Siler, George and Associates to develop market potentials, site planning, and costs associated with the Arkansas Business Technology Park development; and

WHEREAS, the study has been completed, and it is now time to improve the Business Technology Park by constructing the required streets and water and sewer lines necessary for the development of the Park; and

WHEREAS, the cost of these developments are estimated at $16,000,000; and

WHEREAS, the Arkansas Department of Finance and Administration has funds available through the Economic Development of Arkansas Fund Commission, to which we may apply for either a grant or loan; and

WHEREAS, Paragraph 7(a)3 of the Economic Development of Arkansas Fund Commission Regulations requires an ordinance, resolution, or other specific authorizing instrument or action reflecting the applicant's authority for making applicati0on to the Commission.

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

Section 1. Mayor Dan Coody or his authorized representative is designated as the authority for making application on behalf of the City of Fayetteville, Arkansas, for a grant to aid in the construction of the water and sewer lines and streets at the Arkansas Business Technology Park.

PASSED AND APPROVED this 5 day of June, 2001.

APPROVED

By: Dan Coody

Dan Coody, Mayor

City of Fayetteville,
Arkansas

APPLICATION FOR GRANT ASSISTANCE

From The Economic Development of Arkansas Fund

TABLE OF CONTENTS

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

July 16, 2001

Ms. Carla Wooley
DFA Coordinator for the Commission
Economic Development of Arkansas Fund Commission
c/o DFA - Director's Office
P.O. Box 3278
Little Rock, AR 72203

SUBJECT: Grant Application for Infrastructure Improvements

Dear Ms. Wooley,

It is a pleasure to forward the attached "Application for Grant Assistance" from the Economic Development of Arkansas Fund. The Fayetteville City Council authorized participation in your grant program on June 5, 2001 (see Resolution No. 74-01 attached). Essentially, the City of Fayetteville seeks $1,147,640 to aid in Phase 1 construction of the water and sewer lines and streets at the new Arkansas Business Technology Park.

The approximate time necessary to complete Phase I will be about 12 months from the time funds are made available. In addition to Phase I, there remain Phases II through V to be completed in subsequent years. Total estimated costs of infrastructure development for all phases are $16,000,000.

Naturally, we hope to return to the Economic Development of Arkansas Fund Commission to meet the needs of Phases II through V as park development advances. Thank you for your consideration of this most worthwhile project - the first of its kind in Arkansas. Should you have questions, or if I can be of any further assistance to you, please do not hesitate to call.

Sincerely,

Dan Coody

Dan Coody
Mayor

113 WEST MOUNTAIN 72701 501 521-7700
FAX 501 575-8257

RESOLUTION NO. 74-01

A RESOLUTION AUTHORIZING THE CITY OF FAYETTEVILLE TO APPLY TO THE STATE OF ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION FOR A GRANT FROM THE ECONOMIC DEVELOPMENT OF ARKANSAS FUND FOR CONSTRUCTION OF WATER AND SEWER LINES AND STREETS NECESSARY TO DEVELOP THE ARKANSAS BUSINESS TECHNOLOGY PARK.

WHEREAS, the City of Fayetteville, in conjunction with the University of Arkansas and the Fayetteville Chamber of Commerce, employed the firm of Hammer, Siler, George and Associates to develop market potentials, site planning, and costs associated with the Arkansas Business Technology Park development; and

WHEREAS, the study has been completed, and it is now time to improve the Business Technology Park by constructing the required streets and water and sewer lines necessary for the development of the Park; and

WHEREAS, the cost of these developments are estimated at $16,000,000; and

WHEREAS, the Arkansas Department of Finance and Administration has funds available through the Economic Development of Arkansas Fund Commission, to which we may apply for either a grant or loan; and

WHEREAS, Paragraph 7(a)3 of the Economic Development of Arkansas Fund Commission Regulations requires an ordinance, resolution, or other specific authorizing instrument or action reflecting the applicant's authority for making applicati0on to the Commission.

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

Section 1. Mayor Dan Coody or his authorized representative is designated as the authority for making application on behalf of the City of Fayetteville, Arkansas, for a grant to aid in the construction of the water and sewer lines and streets at the Arkansas Business Technology Park.

PASSED AND APPROVED this 5 day of June, 2001.

APPROVED

By: Dan Coody

Dan Coody, Mayor

ATTEST

By: ______________________________
Heather Woodruff, City Clerk

STATE OF ARKANSAS

House of Representatives

REPRESENTATIVE

Sue Madison
5.. Rockcliff Road
..tteville, AR 72701-3809

Phone:
..1-442-2997 Residence/FAX
..adison@arkleg.state.ar.us

DISTRICT 8

Counties:
Part of Washington County

COMMITTEES

Revenue and Taxation
..es, Use, Miscellaneous Taxes and Exemptions Subcommittee

Chairperson,
A..g, Children and Youth, Legislative ..d Military Affairs

Joint Performance Review

Jo.. Budget

October 26, 2000

Economic Development of Arkansas Fund Commission
c/o DFA-Director's Office
P.O. Box 3278
Little Rock, AR 72203

Dear Commissioner:

Fayetteville's Research and Technology Park is becoming a genuine asset to our region and state. Cooperation with Southwestern Bell has meant a tremendous technological advantage for the Park with the placement of a fiber optic hub, certain to be a major attraction for high-tech businesses.

Many of our highly skilled and professional workers leave Arkansas for better opportunities. We desperately need to keep and expand our upper middle class. This Park will give our state the competitive advantage it needs to grow this labor pool. We all appreciate the assistance previously offered by the EDAFC.

Please grant our request for funding the Arkansas Research and Technology Park. Thank you for your consideration.

Sincerely,

Sue Madison

Sue Madison
State Representative

SM/rlw

CITY OF
BENTONVILLE

July 14, 1998

Economic Development of Arkansas Fund Commission
C/O DFA - Directors Office
P.O. Box 3278
Little Rock, AR 72203

RE: City of Fayetteville's Application for Assistance in the Ark. Research and Technology Park

To The Commission:

As Mayor of the City of Bentonville, I wish to support this grant application. I believe it is imperative that a Research and Technology park be established in Arkansas. Since this type of facility is usually dependent on being close to a university, Fayetteville is the logical choice. The development of a Research and Technology park will ensure that most of the graduates in this area will remain in Arkansas and not go out of state. The location of the park site is ideal, since it is centrally located adjacent to Highway 71 and will be easy to reach by air or ground transportation.

I ask that you look favorably on the city's request for aid so that Phase I of the project can be undertaken.

Sincerely,

Terry Coberly

Terry Black Coberly,
Mayor

TBC/sg

cc: Mayor Fred Hanna, City of Fayetteville

RECEIVED
JUL 16 1998
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

RQGERS ARKANSAS
CITY OF ROGERS
City Administration Building • 300 West Poplar
Rogers, Arkansas 72756 • Phone 621-1117

Economic Development of Arkansas Fund Commission
c/o DFA - Directors Office
P. O. Box 3278
Little Rock, AR 72203

RE: City of Fayetteville's Application for Assistance in the Arkansas Research and Technology Park

To the Commission:

As Mayor of the City of Rogers, Arkansas, I wish to support this grant application.

I believe it is imperative that a Research and Technology park be established in Arkansas. Since this type of facility is usually dependent on being close to a university, Fayetteville is the logical choice.

The development of a Research and Technology park will ensure that most of the graduates in this area will remain in Arkansas and not go out of state.

The location of the park site is ideal, since it is centrally located adjacent to Highway 71 And will be easy to reach by air or ground transportation.

I ask that you look favorably on the city's request for aid so that Phase I of the project can be undertaken.

Yours truly,

John Sampier
Mayor

JS:sb

CITY OF SILOAM SPRINGS

P.O. Box 80
Siloam Springs, Arkansas 72761
501-524-5136

RECEIVED
JUL 22 1998
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

Economic Development of Arkansas Fund Commission
c/o DFA - Directors Office
PO Box 3278
Little Rock, Arkansas 72203

RE: City of Fayetteville's Application for Assistance in the Arkansas Research and Technology Park

To the Commission:

As Mayor of the City of Siloam Springs, I wish to support this grant application.

I believe it is imperative that a Research and Technology Park be established in Arkansas. Since this type of facility is usually dependent on being close to a university, Fayetteville is the logical choice.

The development of a Research and Technology Park will ensure that most of the graduates in this area will remain in Arkansas and not go out of state. The location of the park site is ideal, since it is centrally located adjacent to Highway 71 and will be easy to reach by air or ground transportation.

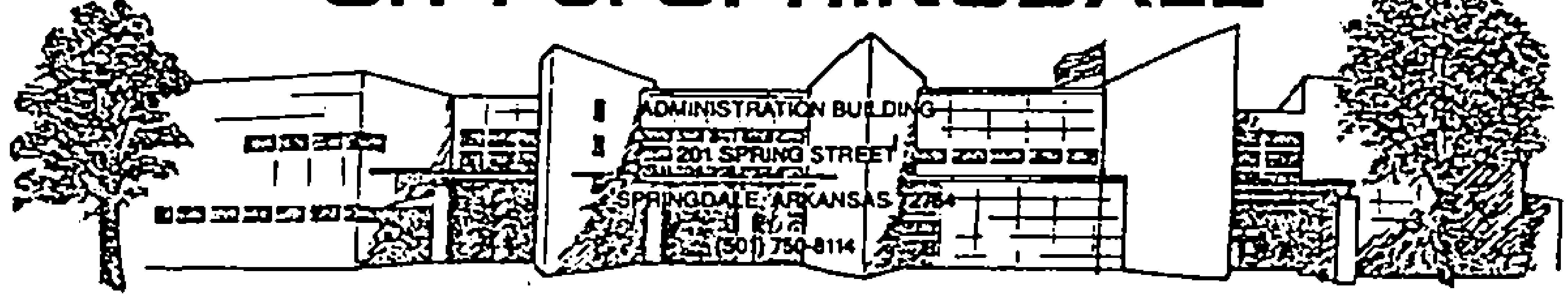
I ask that you look favorably on the city's request for aid so that Phase I of the project can be undertaken.

Yours truly,

M. L. Van Poucke, Jr.,
Mayor

cc:✓ Mayor Hanna, City of Fayetteville

CITY of SPRINGDALE



OFFICE OF THE MAYOR
CHARLES N. McKINNEY

July 14, 1998

Economic Development of Arkansas Fund Commission
c/o DFA - Directors Office
P. O. Box 3278
Little Rock, Arkansas 72203

Re: City of Fayetteville's Application for Assistance in the Arkansas Research and Technology Park

To the Commission:

As Mayor of the City of Springdale, I wish to support this grant application.

I believe it is imperative that a Research and technology park be established in Arkansas. Since this type of facility is usually dependent on being close to a university, Fayetteville is the logical choice.

The development of a Research and Technology park will ensure that most of the graduates in this area will remain in Arkansas and not go out of state. The location of the park site is ideal, since it is centrally located adjacent to Highway 71 and will be easy to reach by air or ground transportation.

I ask that you look favorably on the city's request for aid so that Phase I of the project can be undertaken.

Sincerely,

Charles N McKinney

Charles N. McKinney
Mayor

CNM/rl

Cc: Mayor Hanna, City of Fayetteville

NORTHWEST ARKANSAS COUNCIL

Partners in Progress

July 28, 1998

The Honorable Fred Hanna
Mayor
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Mayor Hanna:

Since its inception, the Northwest Arkansas Council has advocated the establishment of public and private partnerships which enhance the region's economic well-being through the development of improved infrastructure, the creation of new job opportunities, and the implementation of programs which provide our people with the skills required to secure the higher paying jobs of the future.

The City of Fayetteville, in partnership with Southwestern Bell and the Fayetteville Chamber of Commerce, has taken the first major steps to create the Arkansas Research and Technology Park, thereby charting the course for development of what can be a premier research and technology center of mid-America. In a continuing and ever-expanding partnership with the University of Arkansas, the project can become a major research institution which creates new job opportunity for all Arkansas citizens.

The Council applauds the farsightedness of the City of Fayetteville, Southwestern Bell and the Chamber in moving this project toward fruition, and we strongly support the expansion of this public and private partnership to include the State of Arkansas. As Governor Huckabee recently said at the opening of his Summit on Economic Development, "Arkansas must find a way to replace manufacturing jobs that pay minimum wage - many of which are leaving for developing countries - with technology or knowledge-based jobs. We need to raise the standard of living instead of maintaining an inadequate one. We have not had the focus on technology that we intend to have".

We could not agree more, and we support the City's application for state grant funding for the Arkansas Research and Technology Park.

Sincerely,

John Paul Hammerschmidt

John Paul Hammerschmidt
Chairman

100 West Center, Suite 300, Fayetteville, Arkansas 72701
Phone: (501) 582-2100 Fax: (501) 582-1919

Economic Development of Arkansas Fund Commission

APPLICATION FOR ASSISTANCE FROM THE ECONOMIC DEVELOPMENT OF ARKANSAS FUND

DATE: July 16, 2001

PROJECT NAME: Infrastructure for Arkansas Research and Technology Park

APPLICANT: City of Fayetteville
STREET: 113 W. Mountain Street
CITY/ST/ZIP Fayetteville, AR 72701
COUNTY: Washington County
PHONE: 501-575-8305 FAX 501-575-8316
E-MAIL ADDRESS:

ENTITY RESPONSIBLE FOR FINANCIAL MANAGEMENT OF PROJECT:

1. **Narrative.** (Describe purpose of project and need. Note any attachments.)

SEE ATTACHED NARRATIVE

2. **Benefits.** (Describe benefits in general and include the population of project area, number of persons who will be served, and cost per individual served.)

SEE ATTACHED NARRATIVE

3. **Project Cost and Funding.** (Attach itemized budget.)

Amount requested from Commission $ 1,147,640
Amount of loans or grants from other sources $ 793,460

List other sources:

- Economic Development of AR Fund ($193,460)
- Southwestern Bell Telephone ($600,000)
-

Amount of local funds contributed $ 1,900,000
Other $

-

PROJECT TOTAL $ 3,841,100

4. **Type of participation requested from Commission.**

Economic Development Project: Grant XX Loan ___

Other Loan (i.e. natural gas pipeline construction) ____

5. **Proposed time schedule for completion of project.** (List each phase, if applicable.)

Applicant Statement:
To the best of my knowledge, all statements of fact contained herein are true and correct as of the date hereof.

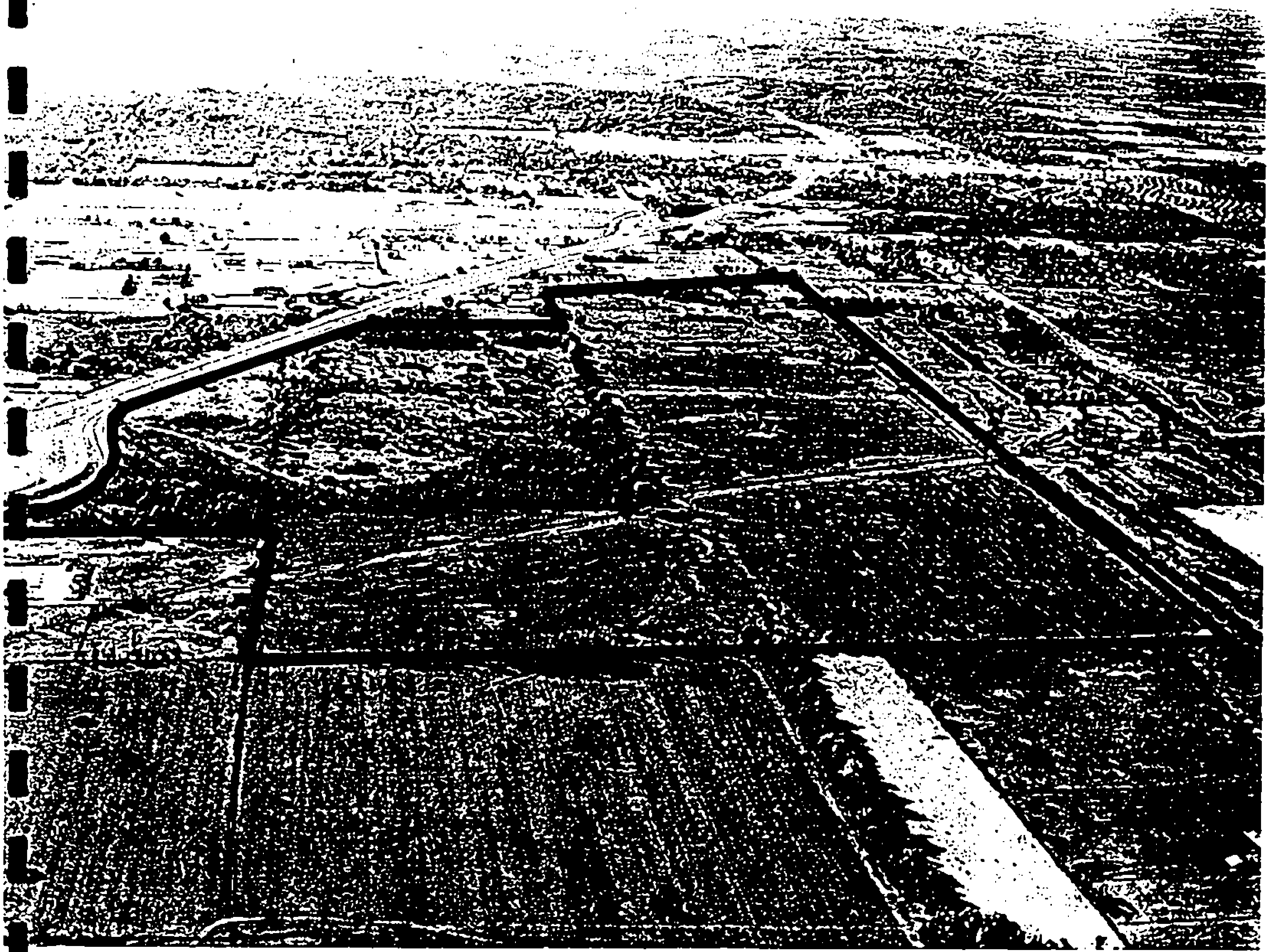
Signature of Applicant Dan Coody Date 7/16/01
Name (please type or print) Dan Coody
Title Mayor

Please return application form and <u>eight copies</u> to:
Economic Development of Arkansas Fund Commission
c/o DFA – Office of Budget
DF&A Bldg. - 1509 West 7th St., Room 402
P.O. Box 3278
Little Rock, AR 72203-3278

Date of Commission Review: ____

Amount Awarded: ____

By ____
James Pledger, Chairman



NARRATIVE

ARKANSAS RESEARCH AND TECHNOLOGY PARK

This grant application seeks to fund development of Arkansas' first research and technology park. The need for the park is based on its close proximity to the University of Arkansas-Fayetteville. At the present time, there exists no site for high-technology and university-related industries in Arkansas. As the only such park in the state, the project will stimulate business, industrial and economic growth in all areas of Arkansas by creating employment opportunities not heretofore available.

Arkansas' first research and technology park is located on a 290-acre site that was purchased for $1,300,000 by the City of Fayetteville in 1988. Essentially, the University of Arkansas' status as a major research institution is the critical linchpin to developing a new Arkansas Research and Technology Park. Engineering, agriculture and the sciences are particular strengths of the University's research program.

At the present time, job opportunities within Arkansas for many University of Arkansas graduates do not exist. The High Density Electronics Center (HiDEC) at the University of Arkansas-Fayetteville has lost over 50 graduates (approximately 95 percent of all graduates) to employment opportunities outside the state. The Arkansas Research and Technology Park will serve to further diversify the state's employment base. This phenomenon will level the playing field in the game of high-tech job retention in Arkansas.

In addition, it is also anticipated that the Arkansas Research and Technology Park will generate "spin-off" activity. Studies indicate that research parks attract other university, governmental and compatible private business uses. It is assumed that such additional floor space demand will be roughly equal to the research-based absorption.

In 1996, the City of Fayetteville hired the firm of Hammer, Siler, George, and Associates as the multidisciplinary team to verify the need for a research and technology park. The firm determined that the park's establishment in the vicinity of the University of Arkansas was essential. The team, then, devised a master plan for park development. The Executive Summary from this report is as follows:

* 1. The purpose of the consultant work is to test the feasibility of research park development.

* 2. This requires research resource assessment, market analysis, site planning, site development costing and cash flow analysis.

* 3. The University of Arkansas has a strong research program which is growing at an impressive rate.

* 4. Engineering, agriculture and the sciences are particular strengths of the research program.

* 5. The University is undertaking important initiatives to further build the research and technology transfer programs.

* 6. Potential floor space absorption in a research park in Fayetteville is estimated, based on the amount of research at the university and the relationship of the amount of research and the amount of floor space absorption which has been achieved at comparable land grant universities with research parks.

* 7. Direct, research-based floor space absorption at the research park in Fayetteville will be in the 30,000 to 50,000 square feet of floor area range, during the first five years in which building space is available for marketing. Absorption will increase in subsequent five year periods.

* 8. Research parks also attract other university, governmental and compatible private business uses. In the Arkansas Research and Technology Park, it is assumed that this additional floor space demand will be roughly equal to the research-based absorption.

* 9. The local real estate market is strong, and this will help generate absorption from these other uses.

* 10. A survey of 240 businesses familiar with the research resources at the university yielded a 15 percent response and strong indications of interest in having a close relationship with the university.

* 11. The proposed research park site is at US Route 71 and State Route 112. The site is convenient to the campus, of adequate size for the early phases of the park and expansion, well served by expressways, has fiber optic linkages and is near needed service uses; and thus, will support the development of the park well.

* 12. When developed to the quality standards shown in the site plan, the research park will provide a quality level of business environment not now available, and will market well with the existing Fayetteville Industrial Park.

* 13. The proposed site plan will create parcels of various sizes to meet the market, protect the environment, facilitate efficient infrastructure phasing and construction and provide a high amenity environment. The site plan is presented in the report.

* 14. Phase I site development costs will total $1,341,100 in construction costs and $310,800 in soft costs. A total of $2,368,000 had previously been spent on the purchase of the land, water line main installation, master plan, economic development program endeavors, and fiber optics hub installation.

* 15. The estimated total site improvement construction costs for the five phase will be $9.2 million.

* 16. Phase I site improvement construction and related soft costs will total $1,341,100, and land sales revenues for Phase I will be $1,808,200.

* 17. In Phase I, the costs will be greatest in the early years when the infrastructure is being installed, and much of the land sale revenues will come in the later years. This will result in a maximum negative cumulative cash flow of $956,100 from these sources.

* 18. The University, the City, the Chamber of Commerce and the State will make a strong partnership to make this project a success.

A copy of the report entitled "Market Potentials, Site Planning, Costing and Cash Flow For Arkansas Research and Technology Park Development" is enclosed.

Listed below are highlights from the master plan process:

Phase I – Market potentials & Development Program (completed);

A. Of the recommended alternative development programs, Fayetteville chose a research related park with total quality business focus, which offers –

   1. Broader, traditional research park use mix
   2. Critical University and private anchor facilities
   3. Essential quality environment
   4. Greater total and early project success
   5. 200 acre project size (when fully developed)
      - 70 Acres of Research-Related
      - 90 Acres of Business Park Uses
      - 20 Acres of University, State and Federal
      - 20 Acres of Supporting Services

Phase II – Master Plan & Financial Analysis (completed – see enclosure);

A. The park's master plan calls for the following utilization scheme –

Land Use	Acres	Square Feet
Office	56	485,000
Retail	6	60,000
Light Industrial	63	455,000
Sub-Total	125	1,000,000
Future Expansion	75	
Grand Total	200 Acres	

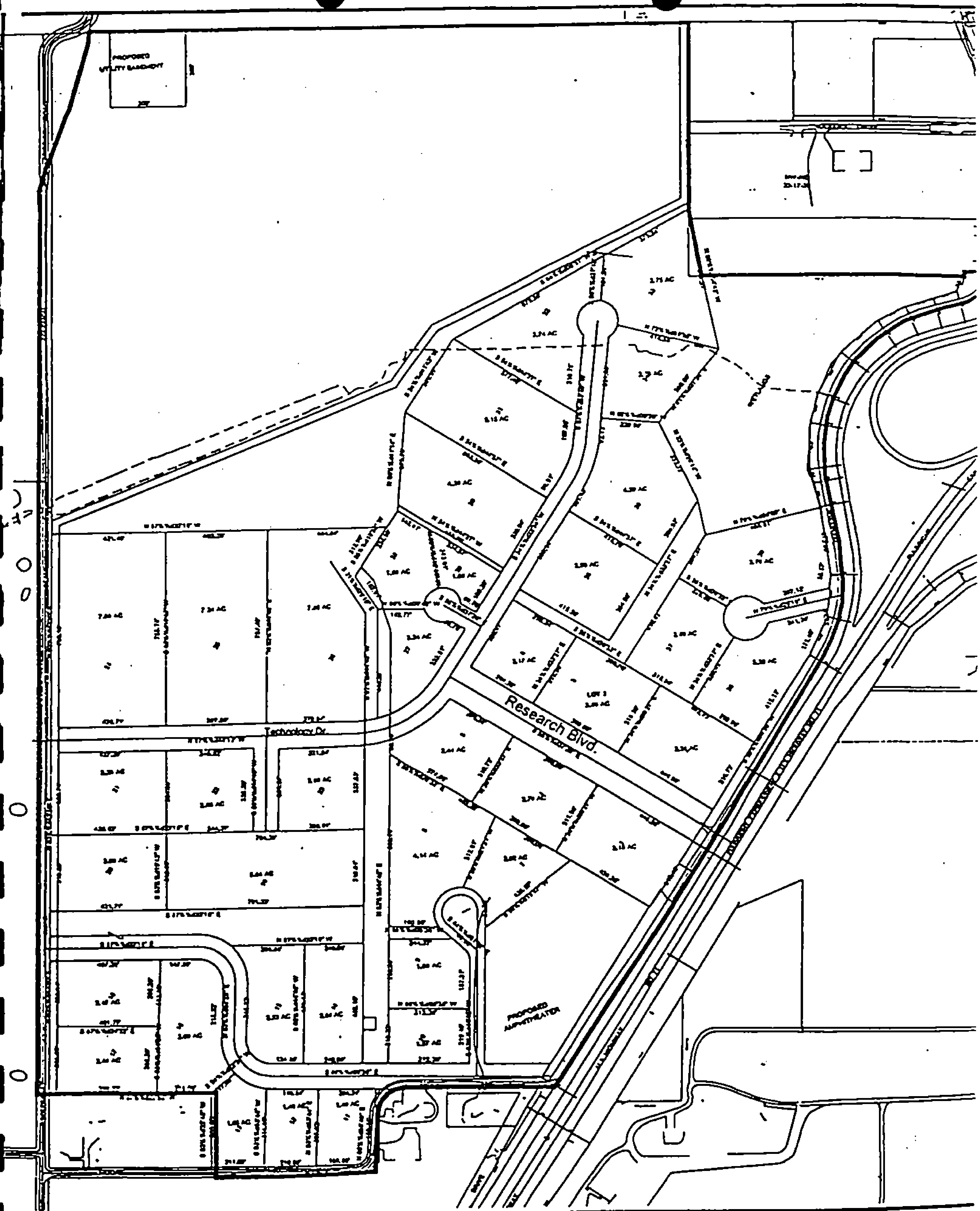
As can be seen, the 290-acre site calls for approximately 125 acres to be developed initially. The remainder of the tract would have about 75 acres reserved for future development and contains 63 acres of green space (including linear parks, wet lands, woodlands, and a man-made lake).

Phase III – Development & Marketing Strategy (to be pursued upon ground breaking for infrastructure development).

The time required for total park development is largely speculative. A nation wide canvass of similar projects has indicated a trend toward development in phases or stages. Thus, the rate at which the incremental phases, or stages, are completed dictates progress toward total development.

The first phase would involve construction of streets and utilities for a tract of land approximately 22 acres in size which could accommodate approximately 110,000 square feet of office space and 50,000 square feet of light industrial space. This phase would be developed to create an impressive entrance and formal boulevard to initially portray the larger scale of the full project. The parking would be located to the rear of the buildings and effective and generous use of landscaping for screening would be incorporated. The project would be flexible to combine parcels should the need exist. It is expected that it would take several years to develop Phase I before needing to expand to the next phase based on knowledge of how similar parks have developed throughout the United States.

However, during the development of Phase I, work should be on-going to improve the accessibility of the park from the freeway. This could be accomplished by improving the interchange of Highway 112 and U.S. Highway 71, and acquiring the properties located adjacent to Highway 112 and the park. It is estimated that Phase I costs, based on 1997 costs, will be approximately $1.3 million, excluding the cost to develop engineering plans and the cost of inspections during construction (see page 7 for a breakdown of the costs).



500 0 500 Feet

Arkansas Research & Technology Park

BENEFITS

In 1994, Arkansas Southwestern Bell Telephone Company awarded an economic development grant to the Arkansas Research and Technology Park. The funding accommodated installation of a $600,000 "Fiber Optics Hub" on the park premises. This "on-ramp" to the information super highway brought the total "sunk costs" at the park site to $2,350,000.

While the new park will further diversify the Fayetteville-Springdale-Rogers Metropolitan Statistical Area's (population 267,000) economic base, the nature of the project will benefit ALL of Arkansas. In particular, the high-speed, high-capacity communications links afforded by the "Fiber Optics Hub" are essential tools for high-wage, information-based companies. This instrumentation will prove advantageous for attracting companies involved with electronics, avionics, biotechnology, biomedical and pharmaceutical research.

Over the past few years, research and technology have exhibited substantial gains in the stock market. In fact, these sectors of the national economy have sometimes doubled all other investment activity. Such an indicator is a positive harbinger signaling change in America's economic infrastructure.

The Arkansas Research and Technology Park will strategically position Arkansans as beneficiaries of this emerging trend – especially, with regard to increased income. Traditionally, research and technology firms pay higher wages (averaging $45,000 per year) and enrich a region's/state's "brain trust" to ensure the future planning process for an improved quality of life. In the long-run, the park will allow many talented and well-trained Arkansans to remain in and contribute to the economy of Arkansas rather than having to leave the state for a career in their chosen field.

Arkansas' revenue stream will certainly benefit from this project. The 1,000,000 square feet of new facilities will require an investment exceeding $150,000,000 to fully develop the first 122 acres. Based on a ratio of 400 square feet per employee, the park will employ 2500. An average individual salary of $45,000 for these 2500 employees will annually generate $6,000,000 in personal income taxes for the State of Arkansas. Development of the final 75 acres will only serve to further bolster the State's tax base to provide much needed roads, schools, and other critical infrastructure.

When analyzing cost/benefit of this project, it's important to consider the "cost per job" ($9.2-million / 2530 jobs = $3,636) relative to the grant necessary for funding infrastructure development in the park. This "cost per job" is within acceptable standards typically embraced by state and federal funding agencies. In the final analysis, any technological advances emanating from the Arkansas Research and Technology Park will inure to the benefit of companies throughout the entire state.

ARKANSAS RESEARCH AND TECHNOLOGY PARK
Expenditures and Projected Costs

I. Expenditures through December, 2000:

Land Acquisition	$1,300,000
Economic Development	200,000
Water and Sewer Construction	300,000
Master Plan	100,000
Environmental	150,000
Total Expended by City of Fayetteville	$2,050,000
Fiber Optics Hub Installation	$ 600,000
Total Expended by Southwestern Bell	$ 600,000
Total Expenses through December, 2000	**$2,650,000**

Projected Funds:

Capital Improvements	$1,250,000
Total Funds Committed	**$3,900,000**

ARKANSAS RESEARCH AND TECHNOLOGY PARK

Expenditures and Project Costs

II Estimated costs of infrastructure are expected to cover all phases over a number of years. These figures do not includes the cost of design or construction engineering.

Phase I:

Sewer Facilities		
New Pump Station	200+ gpm capacity	$ 80,000
Existing Station Upgrade	Lump Sum	50,000
10-inch gravity line	2000 LF	60,000
8-inch gravity line	4500 LF	112,500
Force main	4000 LF	80,000
16-inch Hwy 112 boring	1	45,000
Manholes	22	44,000
Subtotal		$ 471,500
(with contingency)		$ 500,000
Water Facilities		
12-inch line	5500 LF	$ 192,500
8-inch line	3000 LF	75,000
Fire hydrants	12	24,000
8 and 12-inch valves	20	40,000
Subtotal		$ 331,500
(with contingency)		$ 400,000
Streets		
Technology Boulevard	2000' 4-lane w/median	$1,000,000
Data Crossing and Internet	2600' of 36' wide street	750,000
Drainage		400,000
Subtotal		$2,150,000
(with contingency)		$2,500,000
Wetland/Nature Creation and Enhancement		$1,100,000
Total Phase I Estimated Construction Cost		**$4,500,000**

Note: It is anticipated the time necessary to provide streets, water and sewer will be approximately 12 months from the time funds are made available.

ARKANSAS RESEARCH AND TECHNOLOGY PARK
Expenditures and Project Costs

Phase II:

Complete street network within southern area of park and add water and sewer infrastructure.	$2,500,000

Phase III:

Construct Trucker's Drive and acquire property around the Hwy 112 entrance. Complete street network for northern area of park and add water and sewer infrastructure.	$4,500,000

Phase IV:

Improve Deane Solomon Road along park boundary. Acquire any necessary right of way.	$1,500,000

Phase V

Improve I-540 access. Relocate and widen Frontage Road. Acquire property along Shiloh Drive	$3,000,000
Total Estimated Costs for Future Construction	**$16,000,000**

Tracking Systems International, LLC
Phone: (501) 442-6213 PO BOX 1948 Fayetteville, AR. 72702

6-22-2001
Ms. Stephanie Johnson
Community & Business Development Team
ARKANSAS DEPARTMENT
ECONOMIC DEVELOPMENT

SUBJECT: Proposal In-Bound/Out-Bound Call Center

Dear Ms. Johnson:

Tracking Systems International is scrutinizing Fayetteville as a potential investment site for a new headquarters office. Our plan is to establish a call center office (about) 10,000 square feet) with 200 employees generating $60-million in sales within a two-year time frame. Base wage is $8.00 per hour with a performance commission that can easily generate a combined wage of $24.00 per hour for the ambitious employee.

The marketing strategy for this two year phase-in is as follows: Phase I – first 90 days will cover Northwest Arkansas, Phase II – next 90 days will see sales extending to the Gulf of Mexico; Phase III – next 180 days sales will radiate to both the East and West Coasts; and Phase IV – next 360 days will absorb sales along the entire East and West Coasts all the way north to Canada. Total elapsed time will be 24 months (two years).

We believe our new enterprise is best suited for the Arkansas Business Technology Park. Accordingly, local investors have committed to constructing a facility that will accommodate our need for approximately 15,000-square-feet of operating space. The existence of a fiber optics hub in the Arkansas Business Technology Park is a definite asset to our telecommunications business.

Essentially, Tracking Systems International will have (5) subsidiary divisions, which include:

1). Operation: Stop Theft - a personal property tracking system involving the registration of televisions, video cassette recorders, cameras, or any personal property with a serial number. This data can be accessed by L.E.O.'s (Law Enforcement Officials), pawnshops and insurance companies to stop theft of personal property (i.e., burglaries by drug addicts).

Serial numbered items submitted to pawnbrokers are first entered into the system to obtain a clearance that the item is actually owned by the seller and available for sale. If the system registers that the item is not owned by the seller, or not for sale, the pawnbroker is required to contact either the police or the owner listed in the central retrieval system.

2). Cellular Tracking and Recovery - registration of cellular telephones and making ownership information available for passive system retrieval by participating law enforcement agencies nation-wide.

3). Pager Tracking and Recovery - registration of personal pagers and making ownership information available for passive system retrieval by participating law enforcement agencies nation-wide.

4). Automobile Insurance Tracking System – registration of automobile insurance policies into a nation-wide data system that will instantly identify expired insurance policies for participating law enforcement agencies.

5). Pawn Ticket Tracking System – software is provided to participating pawnshops nation-wide. This system will actually track the movement of a criminal as he / she maneuvers from city to city selling stolen goods.

It is anticipated that costs associated with establishing Tracking Systems International will include:

Computers/Hardware/Software Acquisitions	$500,000
Production furnishings/Work Stations/Office Furniture	100,000
Advertising and Marketing (first 90 days)	45,000
GRAND TOTAL	$645,000

Tracking Systems International believes that its services, outlined herein, are actually about 20 years overdue in the crime-fighting arena. We are truly excited about the potential for dramatic results in curbing crime(s) – in particular, those associated with drug trafficking. Thank you for the privilege to submit this request for assistance from the Arkansas Department of Economic Development's Advantage Program. Should you have questions, or if I can be of any assistance to you, please do not hesitate to call.

Sincerely,

Gene Gold

Gene Gold
Owner

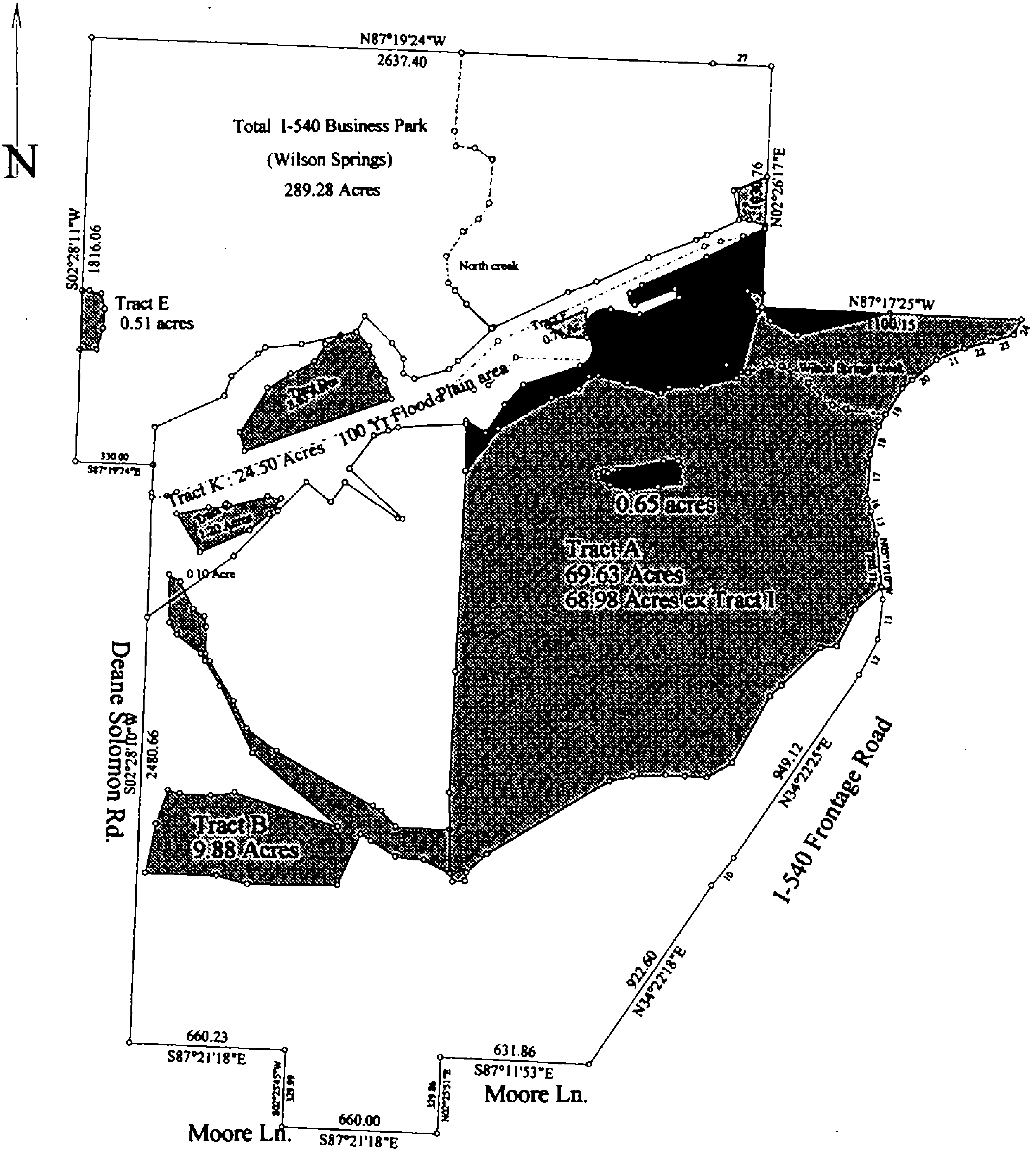
May 5, 2003

Members of the Fayetteville City Council

As a member of the Wilson Springs Task Force and citizen of Fayetteville I would like to state that I strongly support the sale of the I540 land to Legacy LLC. I believe that receiving $5.2 million for the property, getting a first class development in Fayetteville and the guarantee of preservation of 100 acres of wetland is a wonderful compromise and one the City should not fail to accept.

I am currently in Little Rock at the Legislative session and won't be back in time to attend the City Council meeting on Tuesday, but I hope you will accept this letter as my statement of support for this project.

Cathy Foraker



Title: I-540 Wilson Springs Park: Wetlands and Flood Plain Areas	Date: 04-23-2003
Scale: 1 inch = 600 feet	File: 100yrwet.des

A. Wetland Areas:

Outside Flood Plain

Tract A Total Area	69.63 Acres	
less Tract H (High Ground)	- 0.74 Acre	
less Tract I (High Ground)	- 0.64 Acre	
Net Tract A Wetlands	68.25 Acres	68.25
Tract E Total Area	0.51 Acre	0.51
Tract B Total Area	9.79 Acres	
less pt. Tract B inside FP	- 0.10 Acre	
Net Tract B in Wetlands	9.69 Acres	9.69
Sub total Wetlands Outside 100 yr. Flood Plain		78.45 Acres

Inside Flood Plain

Pt Tract B	0.10 Acre	
Tract C	1.20 Acre	
Tract D	3.63 Acre	
Tract F	0.26 Acre	
Tract G	0.44 Acre	
Subtotal Wetlands Inside Flood Plain	5.63 Acres	5.63 Acres
Total Wet Lands		**84.08 Acres**

B. Flood Plain Area Non-Wet Lands

Tract J Total Area	24.50 Acres	
less Pt. Tract B Wet land area	-0.10 Acre	
less Tract C Area	-1.20 Acres	
less Tract D Area	- 3.63 Acres	
less Tract F Area	- 0.74 Acre	
less Tract G area	- 0.44 Acre	
Net Flood Plain Area less Wet lands	18.39 Acres	18.39 Acres

C. High Ground Lands

Tract J Total Area	8.66 Acres	
Tract I Total Area	0.65 Acre	
Tract H Total Area	0.74 Acre	
3 ft. Wide North Creek Area	0.10 Acre	
Sub-Total High Ground Lands	10.15 Acres	10.15 Acres
Total Non-wetlands		28.54 Acres

YES!!! - FAYETTEVILLE

RESIDENTS WANT AN AUDUBON NATURE CENTER TO PROTECT THE WILSON SPRINGS WETLANDS

A CITIZENS' PETITION TO MAYOR DAN COODY AND THE FAYETTEVILLE CITY COUNCIL

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Bruce Bergmund	1923 Joyce Fay.	
Sarah M Leflar	1495 Finger Rd FV, AR 72701	
Mattie Lou Jameson	BTV, Fayetteville, Ark.	
Mariah [illegible]	3070 S. College Fayetteville 72701	mariahoor@hotmail.com

100+ Signatures

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STUART FULBRIGHT	110 N. LOCUST F'VILLE 72701	

Painted Bunting at Wilson Springs

Wilson Springs Nature Center

Talking Points

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Chris Bare	1525 N. Oakland #6 72701	cbare@uark.edu

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NAME	ADDRESS	E-MAIL UPDATES
Shelma K Fuller	2508 Karyn, Fay 72703	tfuller@uark.edu
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William Flanagan	319 Sutton St.	Fayetteville AR 72701
Barbara Jagrush	319 Sutton St.	Fayetteville AR 72701
Jerry Fowler	614 Sequoyah	Fay Ar 72701

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Wilson Springs Nature Center

Talking Points

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[illegible]	33 W. Prospect C-8 Fayetteville 72701	

116 w Spring

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Jim Hill	422 W. Cleburn	72701
Rita S. Caver	304 W. Cleburn	72701
Josephine S. Clark	219 W. Cleburn Fay	72701
Lisa Buehler	326 Adams Fay	72701

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Adam Smith	Po box 2959 Fay, AR, 72702	N/A
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Pierce Osborne	2229 Lansfield Fay AR 72701	—
Carolyn Crook	4250 Old Missouri Rd Fayetteville Ar 72703	—
Tanner Beam	1733 N. Viewpoint Dr Fay AR 72701	—
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Painted Bunting at Wilson Springs

Wilson Springs Nature Center

Talking Points

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Christy Pollock	1114 N. Valley View DR	

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Arkansas' regional chapter of the National Audubon Society has expressed their interest in the development of a nature center at the Wilson Springs Business Park, located just south of the I-540 and Hwy 112 junction.

Here are some reasons why it makes fiscal and environmental sense to support long-term lease negotiations between the City of Fayetteville and the Audubon Society

* **Natural Environmental Engineering Makes ¢ents** - Because living wetlands act like a sponge, Fayetteville water & sewer ratepayers would receive the direct economic benefits of flood control without spending a dime - rather than paying for more engineering studies and concrete ditches.

* **Diverse Economic Development is a Good Investment** - Fayetteville taxpayers will receive the Audubon's multi-million dollar investment in an internationally recognized nature center and its professional staff. This kind of long-term lease has many standing examples as pro-active investments in the diversity of our community, including lease agreements with the Botanical Garden Society of the Ozarks and the Boys and Girls Club.

* **Implementing Citizen Priorities Affordably** - In the 2002 Citizens' Survey, 67% of Fayetteville residents supported stronger greenspace and trails conservation. A lease agreement between the Audubon Society and Fayetteville citizens can accomplish that without increased millage or revenue bonds while preserving the habitats of rare species like the Arkansas Darter, declining grassland birds and many prairie plants.

* **Increased Tourism Revenue Pays for Greenspace** - The typical Audubon nature center hosts approximately 30,000 visitors per year. When nature center visitors stay at area hotels, eat at our restaurants and shop Fayetteville businesses, a percentage of that tax revenue is dedicated to the our Parks Department through the voter-approved HMR tax.

* **Natural History Preservation** – Conserving the Wilson Springs wetlands fosters a restoration of native tall grass prairie while supporting the habitats of species indigenous to wetland and prairie ecosystems – both of which existed in abundance when settlers first arrived to northwest Arkansas.

* **Community Learning Helps Us All** - There are 76 Audubon Centers across 28 states whose environmental learning programs educate an estimated 4,000 to 5,000 students annually. The Wilson Springs Audubon Center can work with learners all ages while facilitating university-level student research, outdoor lab/field work and further grant funding.

* **Equal Greenspace Distribution** - Ward 4 would finally get a major park without costing taxpayers any money for construction and future maintenance.

* **Increased Surrounding Property Values** - The 70 acres currently for sale for commercial development on the southern upland end of the business park would be considerably more valuable with a national facility offering educational and community next door.

CITIZENS' PETITION TO MAYOR DAN COODY AND THE FAYETTEVILLE CITY COUNCIL

We support the City Council's unanimous resolution to conserve the Wilson Springs wetlands, while providing 70 neighboring acres for a business park development. The funds from sale of the 70 acres should go to trails, greenspace, and other improvements in Fayetteville's quality of life. Locating an Audubon Nature Center at the Wilson Springs site would be an excellent way to encourage tourism, promote environmental education, and create park space for the citizens of Fayetteville.

[illegible] MAUREEN MULLEN MOMOSES2002@YAHOO.com
[illegible] Kendall Crenshaw 2551 N Crater Fay 72701
Jimmie McKenzie 1500 Greenway Springdale jemcken@uark.edu
Elizabeth Stewart 1580 Rockwood Trail Fayetteville, AR 72701
Jamie Fugitt jfugitt@uark.edu

[illegible] Walla lwalla@mail.uark.edu
[illegible] jenn@ozarknaturalfoods.com
[illegible] cgatkin@uark.edu
Russ Pierce piercme@uark.edu
[illegible] Claggett rclagge@uark.edu
[illegible] Netherland knether@uark.edu
Denise Thomas 195 N. Ozark Ave Fayetteville AR 72701

YES!!! - FAYETTEVILLE
RESIDENTS WANT AN AUDUBON NATURE CENTER TO PROTECT THE WILSON SPRINGS WETLANDS

A CITIZENS' PETITION TO MAYOR DAN COODY AND THE FAYETTEVILLE CITY COUNCIL

We, the undersigned, support the Fayetteville City Council's unanimous resolution to conserve the Wilson Springs wetlands, while providing 70 neighboring acres for a commercial,business park development. The funds from sale of the 70 acres should go to trails, greenspace and other improvements in Fayetteville's environmental quality of life. By locating an Audubon Nature Center at the Wilson Springs site, Fayetteville will be demonstrating sustainable development, encouraging tourism, promoting environmental education and supporting greenspace preservation for the citizens of Fayetteville.

NAME	ADDRESS	E-MAIL UPDATES
Daniel Lavelle	603 N. Highland	
Kay Curry	248 E. PROSPECT	~~[illegible]~~
Al Vick	514 East Rock	~~[illegible]~~ aqu78@Lynks
Sara Smotherman	129 Boles Apt. C	denice75@yahoo.com
Aimee McGill	2750 Club. Dr. #7	aimeemcgill@yahoo.com
Keith McGill	3548 E. Huntsville Rd 72701	trippyhippymoon@yahoo.com
Samantha Wilson	2375 Markham 72701	samanthaannie@yahoo.com
Carol Tarvin	1324 Walnut, Elkins 72727	tarvin72@msn.com
ED TARVIN	1324 WALNUT ELKINS 72727	tarvin72@msn.com
JOHN FRITZ	2015 W. DEANE ST. LOT 1 72703	JohnFritz24@hotmail.com

YES!!! - FAYETTEVILLE RESIDENTS WANT AN AUDUBON NATURE CENTER TO PROTECT THE WILSON SPRINGS WETLANDS

A CITIZENS' PETITION TO MAYOR DAN COODY AND THE FAYETTEVILLE CITY COUNCIL

We, the undersigned, support the Fayetteville City Council's unanimous resolution to conserve the Wilson Springs wetlands, while providing 70 neighboring acres for a commercial business park development. The funds from sale of the 70 acres should go to trails, greenspace and other improvements in Fayetteville's environmental quality of life. By locating an Audubon Nature Center at the Wilson Springs site, Fayetteville will be demonstrating sustainable development, encouraging tourism, promoting environmental education and supporting greenspace preservation for the citizens of Fayetteville.

NAME	ADDRESS	E-MAIL UPDATES
DAVID W. HART	1549 MARKHAM	greycap@uark.edu
ALAN P. BLAND	1406 W. CALLAHAN DR-Rogers-	RANGERBLAND@WMCONNECT.COM
Deanna D. Fletcher	8519 White Oak Dr Rogers	jonearl1957@aol.com
Emily Hart	1549 MARKHAM RD	greycap@UARK.EDU

YES!!! - FAYETTEVILLE

RESIDENTS WANT AN AUDUBON NATURE CENTER TO PROTECT THE WILSON SPRINGS WETLANDS

A CITIZENS' PETITION TO MAYOR DAN COODY AND THE FAYETTEVILLE CITY COUNCIL

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NAME	ADDRESS	E-MAIL UPDATES
Tim Koch	102 S. Duncan #1 Fayetteville	tim@sharparch.net
R Sharp	2222 smokehouse trail Fayetteville AR	rob@sharparch.net
AARON GIST	229 N. CHURCH FAYETTEVILLE AR 72701	
Ben Butler	3026 N. Gregg Ave Apt. #6 Fayetteville, AR 72703	
Cheryl Click	243 W. ASH 72703	cclic000@hotmail.com
Jennifer Tipton	891 W. Melmar #102 Fay AR 72703	jltipton@hotmail.com
JAMES Dill	Preserve it All! 2372 W. Markham Rd 72701	
[illegible]	513 S. East Fayetteville 72701	
Anne Littell	411 W South Fayetteville, AR 72701	
FRAN B. FREE	33 W. Prospect St. C-1 Fayetteville, AR 72701	
Vivek Ranjan	#29, 554 Buchanan	vranjan@uark.edu
RANDY CHILDERS	603 N. Highland Ave, Fay 72701	rrcandy@arkansasUSA.com

YES!!! - FAYETTEVILLE

RESIDENTS WANT AN AUDUBON NATURE CENTER TO PROTECT THE WILSON SPRINGS WETLANDS

A CITIZENS' PETITION TO MAYOR DAN COODY AND THE FAYETTEVILLE CITY COUNCIL

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NAME	ADDRESS	E-MAIL UPDATES
Dorie Gilbreath	18076 Countrywood Rd. Fayetteville, AR 72704	Banjo412@aol.com
John Ray	311 W. Adams St. - Fayetteville - 72701	johnnyray22@earthlink.net
Leslie Oelsner	1451 Canterbury Rd. Fayetteville 72701	
Susanne Oliver	2111 Loren Cir. Fay. AR 72701	
Nancy Harris	203 Connor St Fay 72701	
Michelle Welch	707 Crest Dr. Fay 72701	
Julie McNeil	525 W. Cleburn Fayetteville 72701	
Judith Matthews	311 Adams St. Fayetteville 72701	
Joy Fox	344 Combs Fayetteville 72701	
Carolyn McBride	240 W. Sycamore Fayetteville AR 72703	
Melanie L Smith	1420 Mt Comfort Rd Fayetteville, AR 72703-1338	
Sarah Elizabeth Gross	1183 Black Oak [illegible] Fayetteville, AR 72701	
Chad [illegible]	321 Adams St Fayetteville, AR 72701	
Tara Lechtenberger	321 adams st. Fayetteville, Ar. 72701	tlechtenberger@yahoo.com
Rigo Sech	4804 Turner Springdale, AR	

FAYETTEVILLE
PARKS & RECREATION

MEMORANDUM

To: Mayor Coody and City Council
Thru: Gary Dumas, Director of Operations
From: Connie Edmonstron, Parks and Recreation Director
Date: May 05, 2003
Subject: Lazenby Apartments Park Land Ordinance Requirement,

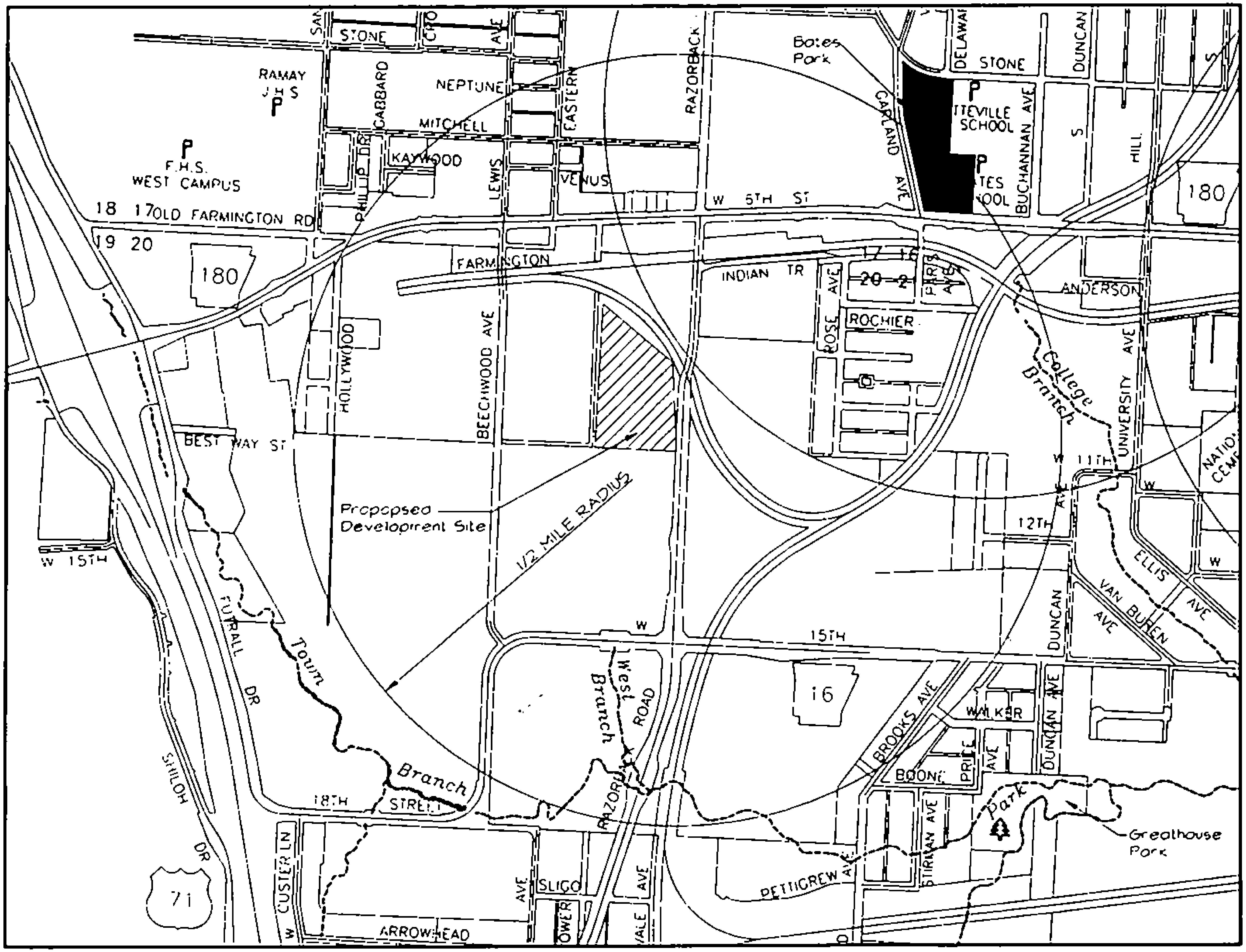
Recommendation (revised):
The Parks and Recreation Staff and Parks and Recreation Advisory Board recommend money in lieu as the Park Land Dedication requirement for Lazenby Apartments. This recommendation is the result of Parks and Recreation Staff and PRAB's review of the land offered to satisfy the Park Land Ordinance. The land the developer wished to dedicate was located within the site's detention ponds, the primary water transport for stormwater runoff. This inherent use of the ponds makes them inferior for park or recreation use as they may be wet a majority of the time.

Parks and Recreation Staff believes the proposed parks and recreational areas in close proximity to this development--Greathouse Park (6 acres), Ellis Development on Beechwood and 15th Street (6.65 acres--To date, no deed has been received), and the University of Arkansas Intramural Fields, High School Sport Fields, and Boys and Girls Club will meet the parks and recreation needs of its residents. In addition, the developer stated at the PRAB meeting that the detention ponds would be created in a park-like manner to be used by the residents.

The developer had originally recommended a combination of land and money; however, at the Parks and Recreation meeting, he agreed to the money in lieu requirement.

City of Fayetteville
PARKS AND RECREATION DIVISION
113 W. Mountain Street
Fayetteville, Arkansas 72701

Telephone: 479-444-3471 E-mail:



PROJECT PROXIMITY MAP

PROXIMITY MAP

Lazenby Apartments

Bill Lazenby

Date: April 17, 2003

To: The Mayor and Council

From: Hugh Earnest
CAO

Subject: DDEP contract compliance

The contract for services with the Downtown Dickson Enhancement Program (DDEP) includes language requiring deliverables by dates certain. The first item was the presentation of a Streetscape and Sidewalk plan by the group to the Planning Commission on or before April 15th. The presentation was made at the commission meeting on April 14th.

We have scheduled a short presentation by representatives from DDEP at the council meeting on May 6th. The report itself will be placed in your boxes next week.

Cc. Sharon Hoover
Bootsie Ackerman
Tim Conklin

DDEP Sidewalk presentation

STAFF REVIEW FORM

Fire Dept Uniforms
A. 2. Page 1

X AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council Meeting of: May 6th, 2003

FROM:

Chris Bosch	Fire Operations	Fire Department
Name	Division	Department

ACTION REQUIRED: Approve the purchase by the Fire Department of new uniforms for existing personnel from bid 0309 to NAFECO.

COST TO CITY:

$32,060.14	$ 61,788.00	Fire Uniforms
Cost of this request		Program Category / Project Name
1010.3020.5302.00	$ 6,628.00	Fire Operations
Account Number	Funds Used to Date	Program / Project Category Name
	$ 55,160.00	General Fund
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

Budget Manager — Date: 4-11-03

CONTRACT/GRANT/LEASE REVIEW:

Marsha Farthing — Accounting Manager — Date: 4/11/03

Nancy Smith — Internal Auditor — Date: 4/14/03

City Attorney — Date: 4/14/03

Purchasing Manager — Date: 4/14/03

STAFF RECOMMENDATION:

Division Head — Date

Department Director — Date: 4/10/03

Finance & Internal Services Dir. — Date: 4-12-03

Hugh Earnest — Chief Administrative Officer — Date: 4-16-03

Dan Coody — Mayor — Date: 4/17/03

Cross Reference

New Item: Yes No

Previous Ord/Res#:

Orig. Contract Date

Orig. Contract Number

RESOLUTION NO. ______

A RESOLUTION AWARDING BID #03-09 TO NAFECO, INC. IN THE AMOUNT OF THIRTY-TWO THOUSAND SIXTY DOLLARS AND FOURTEEN CENTS ($32,060.14) TO PROVIDE NEW UNIFORMS TO THE EXISTING PERSONNEL OF THE FAYETTEVILLE FIRE DEPARTMENT.

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 awards Bid #03-09 to NAFECO, Inc. in the amount of Thirty-Two Thousand Sixty Dollars and Fourteen Cents ($32,060.14), to provide new uniforms to the existing personnel of the Fayetteville Fire Department.

PASSED and **APPROVED** this 6th day of May, 2003.

APPROVED:

By: ______________________
DAN COODY, Mayor

ATTEST:

By: ______________________
SONDRA SMITH, City Clerk

From the Desk of the
Fire Chief

Fayetteville Fire Dept
303 W Center St
Fayetteville, AR 72701
(479) 575-8365

Memo

To: Fayetteville City Council

From: Chris Bosch, Fire Chief CB

CC: Dan Coody, Mayor

Date: April 11, 2003

Re: Fire Department Uniform Purchase Plan

Background

In prior years, it was the responsibility of each firefighter to purchase his/her own uniforms. This not only placed the burden on the employee of obtaining the correct uniform, it also created the problem of no standardization. The uniforms varied due to uniform purchases from various vendors.

Current Situation

In an effort to relieve this burden from the employee as well as define specifications and standardize all uniforms, the Fire Department is seeking approval to purchase new uniforms and to distribute them to the firefighters. This change in procedure falls in line with the Fire Department's efforts to move towards a quartermaster system. Four bids for this purchase were obtained. The lowest bidder, Cintas, did not meet specifications. The next lowest bidder, NAFECO, is the vendor chosen to make this purchase from.

Recommendation

I recommend the approval of the purchase by the Fire Department of the new uniforms. Please contact me if you need further information.

Fire Dept Uniforms
A. 2. Page 4

Existing Personnel

	QTY	$'S	M	L	XL	XXL	XXXL	Total
SHORT SLEEVE	164	$ 4,020.70	32	72	34	24	2	164
LONG SLEEVE	164	$ 4,488.20	32	72	34	24	2	164
BDU	164	$ 4,436.60	66	66	28	4	0	164
SHORTS	82	$ 1,983.10	33	33	14	2	0	82
BELTS	82	$ 1,225.90	33	33	14	2	0	82
		$ 16,154.50						
Plus: Sales Tax: 8.125%		$ 1,312.55						
		$ 17,467.05						

Spare Uniforms

	$'S	M	L	XL	XXL	XXXL	Total
SHORT SLEEVE	$ 3,388.50	34	54	26	22	2	138
LONG SLEEVE	$ 3,781.90	34	54	26	22	2	138
BDU	$ 3,198.90	46	46	20	6	0	118
SHORTS	$ 2,858.10	46	46	20	6	0	118
BELTS	$ 269.10						18
	$ 13,496.50						
Plus: Sales Tax: 8.125%	$ 1,096.59						
	$ 14,593.09						
GRAND TOTAL:	**$ 32,060.14**						

Fayetteville Fire Department
303 W. Center
Fayetteville, Arkansas 72701
Bid 03-09

Notice to Bidders

The Fayetteville, Arkansas Fire Department is requesting sealed bids for Uniform Pants & Shirts purchase for the calendar years 2003 through 2008. Bids may be submitted to:

Peggy Vice, Purchasing Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

To be considered, bids must be received by said Purchasing Director by not later than 11:00 a.m. March 10th, 2003. All bids shall be labeled "Uniform Pants & Shirts". A public bid opening will be held at that time in the office of the City Purchasing Director. The Fayetteville, Arkansas Fire Department reserves the right to act on the Bids in any way we feel is in our best interests, and to determine solely by ourselves with whom a purchase agreement may be placed.

Bid/Contract Terms: The first term of the agreement shall be from award of contract through December 31, 2003. This contract will automatically renew based on approval of budget appropriations for five consecutive one-year terms. Annual increases will be allowed based on the Consumer Price Index for All Urban Consumers (Index) as published by the U.S. Department of Labor, Bureau of Labor Statistics. The initial index to be used is June 2002. Either party may terminate the contract with a written notice of cancellation. Cancellation will be effective 30 days after receipt of notice.

Questions pertaining to this project are welcomed. Contact Fire Administration at (479-575-8365) for questions pertaining to the specifications, and Purchasing Director Peggy Vice (479-575-8289) for questions pertaining to the bidding process.

Fayetteville Fire Department
303 W. Center
Fayetteville, Arkansas 72701
Bid 03-09

Specifications:

Uniform Shirt

The Uniform Shirt **shall** be a **Tactical Dress Shirt** meeting the following specifications.

Short Sleeve-
- Set on Front Placket
- Banded Collar with Sewn-In Collar Stays
- Box Pleated Front Pockets with Flaps
- Button Down Shoulder Epaulets, Reinforced Stitching
- Fabric: 65% Poly/ 35% Cotton Ripstop
- Color: Navy Blue
- Sizing: Small, Medium, Large, X-Large, XX-Large, and XXX-Large
- Length: Regular

Long Sleeve-
- Adjustable Sleeve Buttons
- Set on Front Placket
- Banded Collar with Sewn-In Collar Stays
- Box Pleated Front Pockets with Flaps
- Button Down Shoulder Epaulets, Reinforced Stitching
- Fabric: 65% Poly/ 35% Cotton Ripstop
- Color: Navy Blue
- Sizing: Small, Medium, Large, X-Large, XX-Large, and XXX-Large
- Length: Regular, Long

Patch Sewing **shall** be provided by the bidder.

Location:
- Badge Patch Left Breast centered above pocket
- Logo Patch Left Shoulder 1 ½ inch below seam

** Patch will be provided by the Fayetteville Fire Department.

Fayetteville Fire Department
303 W. Center
Fayetteville, Arkansas 72701
Bid 03-09

Uniform Pant

The Uniform Pant **shall** be a **BDU Pant** meeting the following specifications.

Pant-

Sewn to Military Specification MIL-T-44047E
Six Pockets, Four with Button Flaps
Fused Pocket Flaps
Four-Button Fly

Double Reinforced Seat and Knee
Adjustable Waist Tab with 4 Bar Tacks
Nylon Drawstring Closures, Fused, Knotted, Tacked
Felled Inseam, Out Seam and Seat Seam
Fabric: 65% Poly/ 35% Cotton Ripstop
Color: Navy Blue
Sizing: Small, Medium, Large, X-Large, XX-Large, and XXX-Large
Length: Regular, Long

Short-

Six Pockets, Four with Button Flaps
Fused Pocket Flaps
Four Button Fly
Inseam Measurement of 10 inches
Adjustable Waist Tab with 4 Bar Tacks
Fabric: 65% Poly/ 35% Cotton Ripstop
Color: Navy Blue
Sizing: Small, Medium, Large, X-Large, XX-Large
Length: Regular

** ALL PANTS & SHIRTS **SHALL** BE FROM THE SAME MANUFACUTER.

Fayetteville Fire Department
303 W. Center
Fayetteville, Arkansas 72701
Bid 03-09

Uniform Belt

The Uniform Belt **shall** be a superior quality leather uniform style belt with buckle meeting the following specifications.

Belt-

- Leather
- Uniform style
- Silver or Gold Buckle
- Color Black
- One and One Half Inch
- Sizing: Various sizes

Pricing

Bids should reflect pricing for the following amounts:

Short Sleeve Shirts	***200***
Long Sleeve Shirts	***200***
Long Pants	***200***
Short Pants	***100***
Belts	***100***

Sizing

It will be the responsibility of the successful bidder to size each employee for proper fit prior to an order being placed.

Fayetteville Fire Department
303 W. Center
Fayetteville, Arkansas 72701
Bid 03-09

Bid Tabulation Sheet

Short Sleeve Shirt S-XL	$__________
Short Sleeve Shirt XXL	$__________
Short Sleeve Shirt XXXL	$__________
Long Sleeve Shirt S-XL	$__________
Long Sleeve Shirt XXL	$__________
Long Sleeve Shirt XXXL	$__________
BDU Pant S-XL	$__________
BDU Pant XXL	$__________
BDU Pant XXXL	$__________
BDU Short S-XL	$__________
BDU Short XXL	$__________
Belt	$__________
Patch Sewing	$__________
Delivery (Days)	__________

Submitted the ________ day of ________________, ________________.
Name: ________________________________
Company: ________________________________
Address: ________________________________
City: ________________ State: __________ Zip: __________
Phone: ________________ Fax: ________________

Signature: ________________ Title: ________________

STAFF REVIEW FORM

Score, Inc.
Soccer Uniforms
A. 3. Page 1

X AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council Meeting of: May 6, 2003

FROM:

David Wright	Parks and Recreation	Operations
Name	Division	Department

ACTION REQUIRED: Approval of purchase of youth soccer uniforms from Score, Inc., in the total amount of approximately $26,600. $21,000 will be spent from the 2003 operational budget. $5,600 will be spent in 2004's operational budget.

COST TO CITY:

$26,600.00	$ 51,878.00	Tournament Supplies and Awards
Cost of this request		Program Category / Project Name
1010.5220.5200.05	$ 15,461.00	Admin/ Recreation
Account Number	Funds Used to Date	Program / Project Category Name
N/A	$ 36,417.00	General
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

Budget Manager 4-7-03 Date

CONTRACT/GRANT/LEASE REVIEW: Approval of purchase from Score, Inc. for soccer uniforms.

Accounting Manager	4/7/03 Date	Internal Auditor	4/7/03 Date
City Attorney	4/7/03 Date	Purchasing Manager	4/8/03 Date

STAFF RECOMMENDATION:

Division Head	Date
Department Director	4-8-03 Date
Finance & Internal Services Dir.	4-8-03 Date
Chief Administrative Officer	4-8-03 Date
Mayor	4/16/03 Date

Cross Reference

New Item: Yes No

Previous Ord/Res#: ____

Orig. Contract Date ____

Orig. Contract Number ____

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF YOUTH SOCCER UNIFORMS FROM SCORE UNIFORMS IN THE AMOUNT OF TWENTY-SIX THOUSAND SIX HUNDRED DOLLARS ($26,600.00).

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

Section 1. That the City Council hereby approves the purchase of youth soccer uniforms from Score Uniforms in the amount of Twenty-Six Thousand Six Hundred Dollars ($26,600.00).

PASSED and **APPROVED** this 6th day of May, 2003.

APPROVED:

By: ________________________
DAN COODY, Mayor

ATTEST:

By: ________________________
SONDRA SMITH, City Clerk

Staff Review Form - Page 2

Description Approval of purchase from Score, Inc. Meeting Date May 6, 2003

Comments: Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

To: Mayor Dan Coody and Fayetteville City Council

Thru: Gary Dumas, Director of Operations
Connie Edmonston, Parks and Recreation Director CE

From: David Wright, Recreation Superintendent DW

Date: April 2, 2003

Re: Soccer Uniform Bid #03-13 Award

Background:

The fastest growing recreation program in Fayetteville is Youth Soccer. Fayetteville Parks and Recreation's Soccer Program is the largest Youth Sport Program in the State of Arkansas. The 2002-2003 Soccer Season witnessed more than 2,600 participants.

Status:

Currently, Fayetteville Parks and Recreation charges a registration fee ranging from $30 per participant to $75 per participant, depending on age. Included in this registration fee is the price for uniforms, a secondary insurance fee and other expenses included in the program. More specifically, Parks and Recreation budgets $15 per child for soccer uniforms. This includes a shirt, shorts and a pair of soccer socks. Score Uniforms had the lowest bid $13.95 per uniform for youth sizes, and $14.95 for adult sizes.

Recommendation:

Parks and Recreation Staff recommend that City Council award Bid #03-13 to Score Uniforms at an estimated amount of $21,000 for the Fall Season and $5,600 for the Spring 2004 Season. The amount for the Spring Season depends on the number of children who enroll in the program. Allowing the amount for the Spring Season enables the children who play in the Spring Season to have the same uniforms as the children who play in the Fall Season.

Attachments: *Bid Tabulation*

BID: 03-13
DATE: 3/17/03
TIME: 11:00 A.M.
CITY OF FAYETTEVILLE

Soccer Uniforms

BIDDERS	TOTAL BID ITEM 1 (Youth Shirts)	TOTAL BID ITEM 2 (Youth Shorts)	TOTAL BID ITEM 3 (Youth Socks)	TOTAL BID ITEM 4 (Adult Shirts)	TOTAL BID ITEM 5 (Adult Shorts)	TOTAL BID ITEM 6 (Adult Socks)
1. Score, America Soccer Company Inc.	**$7.95**	**$4.00**	**$2.00**	**$8.95**	**$4.00**	**$2.00**
2. Hawk	**$18.20 For Youth Uniform**			**$19.20 For Adult Uniform** **$5.00 Extra For XXXL Size**		
3. Challenger	**Products Do Not Meet Specifications**					

CER! TIFIED BY: P. Vice
P. VICE PURCH MGR

Bena Williams
WITNESS

3-17-03
DATE

CITY OF FAYETTEVILLE
Purchase Requisition
(not a purchase order)

Requisition No.:
Date: 04/02/03
P.O. Number:
Expected Delivery Date:

Vendor #: 9997
Vendor Name: Score
Mail: Yes___ No_X__
Address:
FOB Point:
Taxable: Yes_X__ No___
City:
State:
Zip:
Ship To Code: 75
Division Head Approval:
Requester: Lindsay Waxler
*Requester's Employee#: 1806
Extension: 369

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
a)	Soccer Uniforms for Fall 2003								
	1,000 Youth Sizes @ 13.95	1	ea	13,950.00	13,950.00	1010.5220.5200.05			
	350 Adult Sizes @ 14.95	1	ea	5,232.50	5,232.50	1010.5220.5200.05			
	SHIPPING/HANDLING								

Special Instructions:

Subtotal: 19,182.50
Tax: 1,606.53
TOTAL: 20,789.03

Approvals:
(Purchasing office use only)

Mayor:
Admin. Services Director:
Department Director:
Budget Coordinator:
Purchasing Manager:
Data Processing Mgr:

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
__ GRANT REVIEW

For the Fayetteville City Council Meeting of: May 6, 2003

FROM:

Jim Beavers	Engineering	CP&E Services
Name	Division	Department

ACTION REQUIRED:

1. Approval of a resolution awarding a construction contract to Mobley Contractors, Inc., the low bidder, in the amount of $1,644,402.38 for Bid no. 03-20, Old Missouri Road Improvements, the bids were opened April 22, 2003.

2. Approval of a 10% project contingency, in the amount $164,440.

3. Approval of a Budget Adjustment $79,000 from the Sales Tax Use of Fund Balance.

COST TO CITY:

$ 1,808,842.38	$ 1,878,518 **	Old Missouri Road Improvements
Cost of this request	Category/Project Budget	Program Category / Project Name
4470.9470.5809.00	$ 118,660 **	Street Improvements
Account Number	Funds Used to Date	Program / Project Category Name
00050.20 Old Missouri Ph 1* 02019.20 Old Missouri Ph 2	$ 1,759,858	Sales Tax Construction
Project Number	Remaining Balance	Fund Name

* As previously approved by the Street Committee and City Council, phase 1 (Stubblefield to Mud Creek) and phase 2 (Rolling Hills to Stubblefield) have been combined into one contract.

** 2003 Budgets: 00050 - $1,308,518 total with $118,660 committed.
02019 - $ 570,000

BUDGET REVIEW: X Budgeted Item X Budget Adjustment Attached

Budget Manager 4-22-03
Date

CONTRACT/GRANT/LEASE REVIEW:

Mobley Contractors
Old Missouri Road
A. 4. Page 2

Marsha Farthing	4/23/03	Nancy Smith	4/23/03
Accounting Manager	Date	Internal Auditor	Date
	4/23/03 2:45pm		4/23/03
City Attorney	Date	Purchasing Manager	Date

STAFF RECOMMENDATION: Approval

	4-16-03	**Received in Mayor's Office**	
Division Head	Date		Date
	4-17-03	Cross Reference :	
Department Director	Date	Prev Ord/Res #:	
	4-23-03		
Finance and Internal Services Director	Date	Orig. Contract Date:	
Hugh Earnest	4-23-03		
Chief Administrative Officer	Date	Orig. Contract No:	
Dan Coody	4/23/03		
Mayor	Date	New Item: **Yes x No**	

RESOLUTION NO. ______

A RESOLUTION AWARDING A CONSTUCTION CONTRACT TO MOBLEY CONTRACTORS, INC. IN THE AMOUNT OF ONE MILLION SIX HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED TWO DOLLARS AND THIRTY-EIGHT CENTS ($1,644,402.38) FOR IMPROVEMENTS TO OLD MISSOURI ROAD FROM ROLLING HILLS DRIVE TO MUD CREEK; APPROVING A PROJECT CONTINGENCY IN THE AMOUNT OF ONE HUNDRED SIXTY-FOUR THOUSAND FOUR HUNDRED FORTY DOLLARS ($164,440.00) AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF SEVENTY-NINE THOUSAND DOLLARS ($79,000.00) 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 awards a constuction contract to Mobley Contractors, Inc. in the amount of One Million Six Hundred Forty-Four Thousand Four Hundred Two Dollars and Thirty-Eight Cents ($1,644,402.38) for improvements to Old Missouri Road from Rolling Hills Drive to Mud Creek.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a Project Contingency in the amount of One Hundred Sixty-Four Thousand Four Hundred Forty Dollars ($164,440.00).

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of Seventy-Nine Thousand Dollars ($79,000.00) for same.

PASSED and **APPROVED** this 6th day of May, 2008.

APPROVED:

By: ______________________
DAN COODY, Mayor

ATTEST:

By: ______________________
SONDRA SMITH, City Clerk

FAYETTEVILLE

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

To: Dan Coody, Mayor
Fayetteville City Council

Thru: Tim Conklin, Director CPE
Gary Coover, City Engineer
Staff Review

From: Jim Beavers, Engineering

Date: April 16, 2003

Re: City Council Meeting May 6, 2003

Proposed construction contract for the Old Missouri Road Improvements, Bid no. 03-20.
Proposed project contingency.

1. Background.

The Old Missouri Road Improvements, Phases I and II, from Rolling Hills Drive to approximately Mud Creek have been designed, all rights-of-way have been acquired, the project was advertised for bid, and bids where opened on April 22, 2003.

The results of the bid opening are as follows:

Mobley Contractors, Inc.	$1,644,402.38
Garver Engineers' Estimate	$1,806,530.00
Sweetser Construction	$1,813,118.50
McClinton –Anchor	$1,813,852.60
Township Builders, Inc.	$1,836,223.00

Please refer to the enclosed copy of the March 13, 2003 memorandum (Old Missouri Road Capital Improvement Project … Project Status) for additional background information.

2. Current status.

The Old Missouri Road Improvements was bid for construction April 22, 2003. Mobley

Contractors, Inc. is the low bidder, and has been recommended for the contract award by Garvers Engineers, the City's consultants.

3. Recommendations/request.

(a) Approval of the contract with Mobley Contractors, Inc.
(b) Approval of the contingency amount.
(c) Approval of the related budget adjustment*.

* $30,015 for In-House Engineering Services
  $48,985 to cover Project Contingency
  $570,000 is being merged from old project

Enclosures:

1. Copy of the March 13, 2003 memorandum, Old Missouri Road Capital Improvement Project, Rolling Hills Drive to Sweetbriar, (Mudd Creek Bridge), Project Status.

2. Copy of the contract documents.

3. The related Budget Adjustment.

JB/sn

Garver Engineers, LLC

3810 Front Street, Suite 30
Fayetteville, AR 72703

479-527-9100
FAX 479-527-9101

www.garverengineers.com

GARVER | ENGINEERS

April 22, 2003

Mr. Sid Norbash
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: **Old Missouri Road Improvements – Recommendation to Award Construction Contract**

Dear Sid:

Five bids were received for the "Old Missouri Road Improvements" project in Room 306, City Hall, 113 West Mountain Street, Fayetteville, Arkansas, at 2:00 p.m. on Tuesday, April 22, 2003. The bids have been checked for accuracy. A tabulation of the bids, with one minor correction, is enclosed with this letter, with the summary amount for each bidder shown below:

Contractor	
Mobley Contractors	$1,644,402.38
Garver Engineers' Estimate	*$1,806,530.00*
Sweetser Construction	$1,813,118.50
McClinton-Anchor	$1,813,852.60
Township Builders	$1,836,223.00

Mobley Contractors submitted the lowest bid for the proposed improvements and included all the required information with their bid. We recommend award of the construction contract for this project to Mobley Contractors and believe that Mobley Contractors' bid represents a good value to the City of Fayetteville.

Respectfully,
GARVER ENGINEERS

Kip Guthrie, PE
Project Engineer

CC: Tim Conklin
Gary Coover
Jim Beavers
Peggy Vice
Ron Mobley
File

City of Fayetteville, Arkansas
Budget Adjustment Form

Mobley Contractors
Old Missouri Road
A. 4. Page 7

Budget Year		Date Requested	Adjustment Number
2003	Department: CP&E Services Division: Engineering Program: Sales Tax Capital Improvements	5/6/2003	

Project or Item Requested:

$649,000 in the Old Missouri Road Improvements capital project.

Project or Item Deleted:

$570,000 from the Old Missouri Road Improvements (Stubblefield to Rolling Hills) capital project.

$79,000 from the Use of Fund Balance account in the Sales Tax Capital Improvements Fund.

Justification of this Increase:

The funding is needed for the approval of a contract with Mobley Contractors, Inc.

In addition $30,015 is needed for the personnel cost of In-House Engineering Services provided.

Justification of this Decrease:

The projects were separated and need to be combined for the one contract.

There is sufficient fund balance remaining to comply with City Policy.

Increase Expense (Decrease Revenue)

Account Name	Account Number				Amount	Project Number	
Street improvements	4470	9470	5809	00	649,000	00019	1

Decrease Expense (Increase Revenue)

Account Name	Account Number				Amount	Project Number	
Street improvements	4470	9470	5809	00	570,000	02019	1
Use of fund balance	4470	0947	4999	99	79,000		

Approval Signatures

Requested By ____ Date ____

Budget Manager ____ Date 4-22-03

Department Director ____ Date ____

Finance & Internal Services Director ____ Date 4 23 03

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

Section 00500

AGREEMENT

BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the 6th day of May in the year 2003 by and between the City of Fayetteville, Arkansas (hereinafter called FAYETTEVILLE) and Mobley Contractors, Inc., (hereinafter called CONTRACTOR).

FAYETTEVILLE and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Old Missouri Road Improvements

The work includes, but is not limited to, asphalt pavement reconstruction, overlay, and widening; embankment construction; construction of sidewalks/trails, driveways, curbs, access ramps, reinforced concrete box culvert, reinforced concrete retaining walls, block walls, storm drainage pipe and structures; water and sewer line relocation; and all other items indicated in the Drawings and Specifications. The general location of the improvements is from just south of Rolling Hills Drive to the Mud Creek Bridge.

Article 2. ENGINEER.

The Project has been designed by:

Garver Engineers, Inc
3810 Front Street, Suite 10
Fayetteville, AR 72703

who is hereinafter called ENGINEER and who is to act as FAYETTEVILLE's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract documents.

Article 3. CONTRACT TIME.

3.1. The Work shall be substantially completed within **240** consecutive calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraphs 14.07 B & C of the General Conditions within **270** consecutive calendar days after the date when the Contract

Time commences to run.

If delays in utility relocations by others impede the Contractor's progress for major Contract items and/or items critical to the prosecution of the work within the Contract Time, the Contract Time will be temporarily suspended or adjusted by the City as appropriate. During such periods, the Contractor will be allowed to work on minor Contract items, as approved by the City, without spending Contract Time.

3.2. *Liquidated Damages.* FAYETTEVILLE and CONTRACTOR recognize that time is of the essence of the Agreement and that FAYETTEVILLE will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by FAYETTEVILLE if the Work is not completed on time. Accordingly, instead of requiring any such proof, Fayetteville and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay FAYETTEVILLE **Five Hundred** dollars **($500.00)** for each day that expires after the time specified in paragraph 3.1 for substantial completion. If CONTRACTOR shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by FAYETTEVILLE, CONTRACTOR shall pay FAYETTEVILLE **Five Hundred** dollars **($500.00)** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

Fayetteville agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

Article 5. PAYMENT PROCEDURES

5.1. *Progress Payments.* FAYETTEVILLE shall make periodic progress payments on the basis of Work completed as provided in paragraph 14.02 of the General Conditions and SC-14.02 of the Supplementary Conditions. Prior to Final Completion, progress payments will be made in an amount equal to the value of completed Work, plus the value of stored materials, less retainage, less the aggregate of payments previously made, and less such amounts as FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions:

Retainage: FAYETTEVILLE will retain ten percent of the value of completed Work until such time as 50 percent of the Work has been completed. If 50 percent of the Work has been completed, as determined by ENGINEER, and if the character and progress of the

Work have been satisfactory to FAYETTEVILLE, retainage will be fixed at five percent of the Contract Price. FAYETTEVILLE reserves the right to reinstate retainage at ten percent if the character and progress of the Work become unsatisfactory to FAYETTEVILLE.

Stored Materials: FAYETTEVILLE will pay 100 percent of the value of materials and equipment not incorporated in the Work but delivered, suitably stored, insured, and accompanied by documentation satisfactory to FAYETTEVILLE as provided in paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraphs 14.06 and 14.07.B & C of the General Conditions, FAYETTEVILLE shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraphs 14.07.B & C.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce FAYETTEVILLE to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

6.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

6.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions.

CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that FAYETTEVILLE and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and

Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to the employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by FAYETTEVILLE and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between FAYETTEVILLE and CONTRACTOR concerning the Work consist of the following:

7.1. This Agreement (pages 1 to 6, inclusive).

7.2. Performance and Payment Bonds, (Exhibits A and B respectively).

7.3. Certificates of Insurance, (Exhibit C).

7.4. Documentation submitted by CONTRACTOR prior to Notice of Selection (Exhibit D).

7.5. General Conditions (pages 1 to 42, inclusive).

7.6. Supplementary Conditions (pages 1 to 15, inclusive).

7.7. Specifications consisting of Sections as listed in Table of Contents herein.

7.8. Addenda numbers ___ to ___, inclusive.

7.9. Drawings (not attached hereto) consisting of a cover sheet and sheets numbered 1 through 37, and CCX1 to CCX5, inclusive with each sheet bearing the following general title:

Old Missouri Road Improvements

7.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

7.10.1. Notice to Proceed

7.10.2. All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 8. MISCELLANEOUS.

8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3. FAYETTEVILLE and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

IN WITNESS WHEREOF, FAYETTEVILLE and CONTRACTOR have signed this Agreement in six (6) counterparts. One counterpart each has been delivered to FAYETTEVILLE and ENGINEER, and two counterparts have been delivered to CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by FAYETTEVILLE and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on May 6, , 2003 (which is the Effective Date of the Agreement).

OWNER: **City of Fayetteville**

By: ______________________
Mayor

[CORPORATE SEAL]

Attest______________________

Address for giving notices

(If FAYETTEVILLE is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR:______________________

By: ______________________

____
Title

[CORPORATE SEAL]

Attest

Address for giving notices

License No. ______________________

Agent for service of process:

____

____

(If CONTRACTOR is a corporation, attach evidence of authority to sign)

CITY OF FAYETTEVILLE
OLD MISSOURI ROAD IMPROVEMENTS
BID VERIFICATION

				ENGINEERS ESTIMATE		MOBLEY	
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SP-2-3.7	Concrete Pavers	S.F.	550	$ 15.00	$ 8,250.00	$10.50	$5,775.00
SP-3-5.1	2" PVC Conduit	L.F.	25	$ 10.00	$ 250.00	25.48	$637.00
SP-4-5.1	Relocation of Electric School Crossing Sign	EA.	1	$ 2,000.00	$ 2,000.00	$488.00	$488.00
SP-6.4.1	City of Fayetteville - Landowner Side Letters and Additional Utility Coordination	L.S.	1	XXX	$ 12,500.00	XXX	$11,694.46
SP-8-5.1	Wood Rail Fence	L.F.	375	$ 15.00	$ 5,625.00	$8.40	$3,150.00
SP-9-5.1	Tree Preservation	L.S.	1	XXX	$ 10,000.00	XXX	$2,864.16
SP-10-3.1	Concrete Retaining Wall with Textured Finish	C.Y.	335	$ 500.00	$ 167,500.00	$584.69	$195,871.15
SP-11-3.2	Detectable Warning System	S.F.	125	$ 30.00	$ 3,750.00	$52.00	$6,500.00
SP-12-5.1a	6" PVC AWWA C-900 DR-14 Waterline	L.F.	124	$ 22.50	$ 2,790.00	$44.71	$5,544.04
SP-12-5.1b	8" PVC AWWA C-900 DR-14 Waterline	L.F.	3,404	$ 25.00	$ 85,100.00	$37.33	$127,071.32
SP-12-5.1c	6" MJ Waterline Fittings	LB.	800	$ 5.00	$ 4,000.00	$2.31	$1,848.00
SP-12-5.1d	8" MJ Waterline Fittings	LB.	2,720	$ 6.00	$ 16,320.00	$2.00	$5,440.00
SP-12-5.1e	8" Gate Valve and Box	EA.	11	$ 1,250.00	$ 13,750.00	$1,359.03	$14,949.33
SP-12-5.1f	Fire Hydrant Assembly	EA.	8	$ 2,750.00	$ 22,000.00	$2,651.45	$21,211.60
SP-12-5.1g	8"x 8" Tapping Sleeve, Valve and Valve Box	EA.	2	$ 2,750.00	$ 5,500.00	$2,457.76	$4,915.52
SP-12-5.1h	6"x 6" Tapping Sleeve, Valve and Valve Box	EA.	3	$ 2,500.00	$ 7,500.00	$2,392.07	$7,176.21
SP-12-5.1i	Standard Single Water Meter Setting and Connection to existing "House" Service	EA.	2	$ 750.00	$ 1,500.00	$1,609.71	$3,219.42
SP-12-5.1j	1.5" Water Meter Setting and Connection to existing "House" Service Line	EA	2	$ 2,000.00	$ 4,000.00	$2,807.88	$5,615.76
SP-12-5.1k	Connect Existing Water Service Line to Proposed Water Main	EA.	8	$ 1,000.00	$ 8,000.00	567.88	$4,543.04
SP-12-5.1l	2" PVC Service Line and 2" Ball Valve	EA.	2	$ 2,000.00	$ 4,000.00	1815.43	$3,630.86
SP-12-5.1m	Cut and Cap Existing 6" Water Main	EA.	3	$ 1,000.00	$ 3,000.00	291.64	$874.92
SP-12-5.1n	Cut and Cap Existing 8" Water Main	EA.	2	$ 1,500.00	$ 3,000.00	432.9	$865.80
SP-13-6.1	Remove and Relocate Fence	L.F.	400	$ 15.00	$ 6,000.00	6.3	$2,520.00
Item E1-3.1	Site Preparation	L.S.	1	XXX	$ 145,000.00	XXX	$108,266.00
Item E2-6.1	Unclassified Excavation	L.S.	1	XXX	$ 125,000.00	XXX	$105,658.60
Item E2-6.2	Undercut Excavation	C.Y.	500	$ 20.00	$ 10,000.00	16.15	$8,075.00

CITY OF FAYETTEVILLE
OLD MISSOURI ROAD IMPROVEMENTS
BID VERIFICATION

				ENGINEERS ESTIMATE		MOBLEY	
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Item E2-6.3	Rock Excavation	C.Y.	100	$ 50.00	$ 5,000.00	75.4	$7,540.00
Item E4-5.1	Trench and Excavation Safety System	L.S.	1	XXX	$ 15,000.00	XXX	$1,819.33
Item P1-5.1a	Aggregate Base Course for Roadway Improvements (Class 7)	TON	3,500	$ 15.00	$ 52,500.00	18.18	$63,630.00
Item P1-5.1b	Aggregate Base Course for Sanitary Sewer Backfill (Class 7)	TON	1,640	$ 17.50	$ 28,700.00	17.54	$28,765.60
Item P3-5.1a	ACHM Surface Course	TON	2,400	$ 42.50	$ 102,000.00	38.85	$93,240.00
Item P3-5.1b	ACHM Binder Course	TON	880	$ 44.00	$ 38,720.00	40.41	$35,560.80
Item P5-5.1	Concrete Driveways	S.Y.	600	$ 35.00	$ 21,000.00	$33.85	$20,310.00
Item I1-5.1	Maintenance of Traffic	L.S.	1	XXX	$ 30,000.00	XXX	$36,382.69
Item I2-4.1	Concrete Ditch Paving	S.Y.	155	$ 40.00	$ 6,200.00	$41.83	$6,483.65
Item I3-6.1a	18" Reinforced Concrete Pipe, Class III	L.F.	572	$ 35.00	$ 20,020.00	$58.67	$33,559.24
Item I3-6.1b	24" Reinforced Concrete Pipe, Class III	L.F.	38	$ 45.00	$ 1,710.00	$76.84	$2,919.92
Item I3-6.1c	48" Reinforced Concrete Pipe, Class III	L.F.	8	$ 115.00	$ 920.00	$197.75	$1,582.00
Item I3-6.1d	24" x 38" Elliptical Reinforced Concrete Pipe, Class III	L.F.	136	$ 110.00	$ 14,960.00	$55.41	$7,535.76
Item I3-6.1e	18" Reinforced Concrete Flared End Section	EACH	7	$ 650.00	$ 4,550.00	$462.75	$3,239.25
Item I3-6.1f	48" Reinforced Concrete Flared End Section	EACH	4	$ 1,400.00	$ 5,600.00	$1,480.85	$5,923.40
Item I3-6.1g	24" Reinforced Concrete Flared End Section	EACH	1	$ 750.00	$ 750.00	$697.69	$697.69
Item I3-6.1h	24" x 38" Elliptical Reinforced Concrete Flared End Section	EACH	2	$ 2,150.00	$ 4,300.00	$1,004.12	$2,008.24
Item I4-5.1a	5'x3' Precast Reinforced Concrete Box Culvert	L.F.	72	$ 300.00	$ 21,600.00	$243.85	$17,557.20
Item I4-5.1b	6'x3' Precast Reinforced Concrete Box Culvert	L.F.	72	$ 325.00	$ 23,400.00	$311.18	$22,404.96
Item I4-5.1c	8'x5' Precast Reinforced Concrete Box Culvert	L.F.	42	$ 375.00	$ 15,750.00	$435.41	$18,287.22
Item P5-6.1a	4' Curb Inlet	EA.	22	$ 2,800.00	$ 61,600.00	$2,265.06	$49,831.32
Item P5-6.1b	5' Curb Inlet	EA.	1	$ 3,000.00	$ 3,000.00	$2,616.52	$2,616.52
Item P5-6.1c	4' Extension	EA.	11	$ 900.00	$ 9,900.00	737.72	$8,114.92
Item P5-6.1d	8' Extension	EA.	7	$ 1,250.00	$ 8,750.00	1006.36	$7,044.52
Item I6-5.1a	Adjust Manhole to Grade	EA.	1	$ 500.00	$ 500.00	678.43	$678.43
Item I8-5.1a	Asphalt Pavement Repair	S.Y.	100	$ 75.00	$ 7,500.00	106.67	$10,667.00

CITY OF FAYETTEVILLE
OLD MISSOURI ROAD IMPROVEMENTS
BID VERIFICATION

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEERS ESTIMATE UNIT PRICE	ENGINEERS ESTIMATE AMOUNT	MOBLEY UNIT PRICE	MOBLEY AMOUNT
Item I8-5.1b	Concrete Pavement Repair	S.Y.	25	$ 85.00	$ 2,125.00	$75.57	$1,889.25
Item I8-5.1c	Temporary Pavement Repair	S.Y.	50	$ 35.00	$ 1,750.00	$40.82	$2,041.00
Item I9-5.1	Guardrail (Type 1)	L.F.	50	$ 100.00	$ 5,000.00	$52.50	$2,625.00
Item I10-4.1a	Barbed Wire Fence	L.F.	535	$ 8.00	$ 4,280.00	$3.94	$2,107.90
Item I10-4.1b	6-ft Chain Link Fence	L.F.	100	$ 12.50	$ 1,250.00	$7.35	$735.00
Item I11-4.1	Seeding	ACRE	2	$ 2,750.00	$ 5,500.00	$5,906.25	$11,812.50
Item I12-5.1	Temporary Erosion Control	L.S.	1	XXX	$ 7,500.00	XXX	$6,784.73
Item I13-4.1	Solid Sodding	S.Y.	6,650	$ 8.00	$ 53,200.00	2.83	$18,819.50
Item I16-5.1a	Concrete Sidewalk / Trail	S.Y.	3,500	$ 35.00	$ 122,500.00	31.13	$108,955.00
Item I16-5.1b	Concrete Steps	EA	3	$ 100.00	$ 300.00	472.47	$1,417.41
Item I17-5.1a	Concrete Curb and Gutter	L.F.	7,200	$ 11.50	$ 82,800.00	7.5	$54,000.00
Item I17-5.1b	12" Concrete Curb	L.F.	60	$ 15.00	$ 900.00	9.45	$567.00
Item I18-4.1	Roadway Construction Control	L.S.	1	XXX	$ 25,000.00	XXX	$19,997.33
Item I19-6.1	Mailbox Relocation	L.S.	1	XXX	$ 5,000.00	XXX	$270.23
Item T1-5.1a	Thermoplastic Pavement Marking 6" Yellow	L.F.	7,650	$ 0.60	$ 4,590.00	$0.53	$4,054.50
Item T1-5.1b	Thermoplastic Pavement Marking 6" White	L.F.	550	$ 0.60	$ 330.00	0.53	$291.50
Item T1-5.1c	Thermoplastic Pavement Marking - 18" White - Stop Bar	L.F.	110	$ 14.00	$ 1,540.00	$10.50	$1,155.00
Item T1-5.1d	Thermoplastic Pavement Marking - 9" White - Crosswalk	L.F.	2,000	$ 10.00	$ 20,000.00	5.25	$10,500.00
Item T1-5.1e	Thermoplastic Pavement Marking (Words)	EA.	3	$ 150.00	$ 450.00	$262.50	$787.50
Item T1-5.1f	Thermoplastic Pavement Marking (Arrows)	EA.	7	$ 100.00	$ 700.00	$236.25	$1,653.75
Item S1-4.1	Wing Walls	C.Y.	30	$ 375.00	$ 11,250.00	$563.53	$16,905.90
Item M1-5.1	Temporary Sidewalk	L.F.	2,300	$ 5.00	$ 11,500.00	3.78	$8,694.00
Item M1-5.2	Temporary Safety Fence	L.F.	3,250	$ 4.00	$ 13,000.00	$2.35	$7,637.50
Item M-2-6.1	Modular Block Retaining Wall	S.F.	700	$ 20.00	$ 14,000.00	$19.79	$13,853.00
Item M3-4.1	Cold Milling Asphalt Pavement	S.Y.	500	$ 10.00	$ 5,000.00	$13.37	$6,685.00
Item M4-5.1a	16" Steel Encasement Pipe	L.F.	105	$ 125.00	$ 13,125.00	$82.01	$8,611.05

CITY OF FAYETTEVILLE
OLD MISSOURI ROAD IMPROVEMENTS
BID VERIFICATION

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEERS ESTIMATE UNIT PRICE	ENGINEERS ESTIMATE AMOUNT	MOBLEY UNIT PRICE	MOBLEY AMOUNT
Item M4-5.1b	24" Steel Encasement Pipe	L.F.	72	$ 250.00	$ 18,000.00	$116.62	$8,396.64
Item M5-5.1	Pipe Embedment	C.Y	75	$ 45.00	$ 3,375.00	$30.03	$2,252.25
Item M6-5.1	Galvanized Steel Handrail	L.F.	300	$ 40.00	$ 12,000.00	$39.17	$11,751.00
Item M7-4.1	Water for Dust Control	GAL.	20,000	$ 0.05	$ 1,000.00	$0.22	$4,400.00
Item U1-9.1a	16" PVC AWWA C-905 DR-18 Sanitary Sewer Pipe	L.F.	666	$ 65.00	$ 43,290.00	$50.45	$33,599.70
Item U1-9.1b	18" PVC AWWA C-905 DR-18 Sanitary Sewer Pipe	L.F.	706	$ 75.00	$ 52,950.00	48.28	$34,085.68
Item U1-9.1c	8" PVC SDR-21 Sanitary Sewer Pipe	L.F.	66	$ 35.00	$ 2,310.00	62.78	$4,143.48
Item U2-5.1a	Standard 6' I.D. Sanitary Sewer Manhole	EA.	12	$ 2,500.00	$ 30,000.00	$1,675.79	$20,109.48
Item U2-5.1b	Extra Manhole Depth	V.F.	30	$ 300.00	$ 9,000.00	$182.96	$5,488.80
Item U6-5.1	Abandon Existing Sanitary Sewer Manhole	EA.	6	$ 2,000.00	$ 12,000.00	$548.11	$3,288.66
Item U7-5.1a	Relocate 4" Sanitary Sewer Service	EA.	1	$ 5,000.00	$ 5,000.00	$1,938.49	$1,938.49
Item U7-5.1b	Relocate 6" Sanitary Sewer Service	EA.	1	$ 5,000.00	$ 5,000.00	$6,152.49	$6,152.49
Item U8-5.1	Utility Rock Excavation	CY.	350	$ 50.00	$ 17,500.00	$136.13	$47,645.50
Item W2-4.1	Valve or Meter Box Adjusted to Grade	EA.	3	$ 750.00	$ 2,250.00	$498.27	$1,494.81
			Total		$ 1,806,530.00		$ 1,644,402.38

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.:

Date: 4-23-03

P.O. Number:

Expected Delivery Date: ASAP

Vendor #: 2570

Vendor Name: MOBLEY CONTRACTORS ATTN: RONALD F MOBLEY

Mail: Yes ___ No X

Address: PO BOX 150

FOB Point:

Taxable: Yes ___ No ___

City: MORRILTON

State: AR

Zip: 72110

Ship To Code: 090

Division Head Approval: for Sid Norbash

Requester: SID NORBASH

*Requester's Employee#: 77

Extension: 205

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
1	Old Missouri Road Improvements -					4470-9470-5809.00	00050-20		
	A Unit Price Contract								
	SHIPPING/HANDLING								

Special Instructions: PLEASE RETURN PO TO ENGINEERING

Subtotal: $1,644,402.38

Tax:

TOTAL:

Approvals: (for purchasing office use only)

Mayor:

Department Director:

Purchasing Manager:

Admin. Services Director:

Budget Coordinator:

Data Processing Mgr:

[redacted]

STAFF REVIEW FORM

U of A Hangar Lease
A. 5. Page 1

___ AGENDA REQUEST
_X_ CONTRACT REVIEW
___ GRANT REVIEW

Task Order #1 - UA Hangar
McClelland Consult Engineers

For the Fayetteville City Council Meeting of: May 6th, 2003

FROM:

Ray M. Boudreaux	Aviation & Economic Development	Economic Development
Name	Division	Department

ACTION REQUIRED: Review and approval of Task Order #1 with McClelland Consulting Engineers, Inc., for Engineering design and construction oversite services to construct an 80'x120' hangar to be leased to the University of Arkansas Flight Department under long term agreement.

Approval of a lease with the U of A which will be based on the construction cost of the hangar. The monthly lease to be paid from the U of A is estimated to be $2,530.60 and is based on a $400,000 construction contract.

COST TO CITY:

$60,000.00	$ 500,000.00	Economic Devlopment Matches
Cost of this request	Category/Project Budget	Program Category / Project Name
4470.9470.5315.00	$ -	Other Capital Improvements
Account Number	Funds Used to Date	Program / Project Category Name
02050	$ 500,000.00	Sales Tax Capital Improvement
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: _X_ Budgeted Item ___ Budget Adjustment Attached

Budget Manager — Date: 4-23-03

CONTRACT/GRANT/LEASE REVIEW:

Marsha Farthing	4/23/03	Nancy Smith	4/23/03
Accounting Manager	Date	Internal Auditor	Date
	4/23/03	P Rice	4/23/03
City Attorney	Date	Purchasing Manager	Date

STAFF RECOMMENDATION: Staff recomends approval of Task Order #1 with McClelland Consulting Engineers, Inc.

Division Head	Date
Boudreaux	May 31, 2003
Department Director	Date
	4-23-03
Finance & Internal Services Dir.	Date
Hugh Earnest	4-23-03
Chief Administrative Officer	Date
Mayor	Date

Cross Reference

New Item: X Yes No

Previous Ord/Res#: ______

Orig. Contract Date ______

Orig. Contract Number ______

RESOLUTION NO. _____

A RESOLUTION APPROVING A TWENTY (20) YEAR GROUND LEASE AGREEMENT WITH THE UNIVERSITY OF ARKANSAS FOR SPACE AT THE FAYETTEVILLE MUNICIPAL AIRPORT TO CONSTRUCT AN 80' x 120' HANGAR.

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 a twenty (20) year Ground Lease Agreement with The University of Arkansas for space at the Fayetteville Municipal Airport to construct an 80' x 120' hangar. A copy of the Lease Agreement marked Exhibit "A" is attached hereto and made a part hereof.

PASSED and **APPROVED** this 6th day of May 2003.

APPROVED:

By: ______________________
DAN COODY, Mayor

ATTEST:

By: ______________________
SONDRA SMITH, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
DAN COODY, MAYOR

MEMORANDUM

TO:	Dan Coody, Mayor City Council
THRU:	Staff Review Committee
FROM:	Ray M. Boudreaux, Director, Aviation and Economic Development
DATE:	April 18, 2003
SUBJECT:	University of Arkansas lease and Hangar Project

Background: Last Fall the University of Arkansas aircraft was damaged in an incident and as a result their aviation department acquired two aircraft to replace the one. They have a Beech King Air 200 and a Beech Jet 400. The hangar they currently lease from the airport will only hold one aircraft and it is really too small for either. The U of A has requested that we build them a hangar. They will sign a 20 year lease and will pay monthly at a rate equal to the cost to build the hangar amortized for 20 years at an agreed upon discount rate (approximately 4.5% interest). This project meets the intent of the first Vision 2020 goal: "Our City The Home of the University of Arkansas," and supports guiding principals 4 thru 7.

Purpose: The purpose of this action is to approve the task order to McClelland Consulting Engineers for the design, bid administration and construction oversight of a new hangar for the U of A and to approve the lease to the U of A for 20 years. The new hangar will be 120 X 80 and will be constructed at the southwest comer of the new executive ramp.

Budget Considerations: The building will cost roughly $400,000 to build including engineering, bid administration and construction oversight. The U of A will pay a monthly rate of approximately $2530.60 if the total construction cost is $400,000. Funds are available in the economic development fund.

Requested Action: Approve the new hangar for the U of A and Mayor, sign the contracts.

Attachments: Staff Review Form
Lease with U of A
Budget Amendment
Task Order 1

Aviation and Economic Development Department
Fayetteville Municipal Airport, Drake Field
4500 South School Avenue, Suite F
Fayetteville, Arkansas 72701
Ray M. Boudreaux, Director

Final DRAFT

LEASE AGREEMENT
Hangar Lease
University of Arkansas

This **Lease Agreement** entered into this ____ day of ________, 2003, by and between the City of Fayetteville, Arkansas, hereinafter referred to as the "City" and Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, Fayetteville, hereinafter referred to as University of Arkansas .

WHEREAS, the City owns and operates an Airport known as Fayetteville Municipal Airport - Drake Field, situated in Washington County in the State of Arkansas; and

WHEREAS, University of Arkansas desires to lease from the City an aircraft hangar for use by the University of Arkansas, and

WHEREAS, the City of Fayetteville, Arkansas has agreed to construct the hangar in the newly constructed executive ramp area of the Fayetteville Municipal Airport, and

WHEREAS, the University of Arkansas has agreed to pay a lease amount equal to the cost of construction on a straight-line, amortized basis over a 20 year period at an annual rate of 4.5% interest:

NOW, THEREFORE, the Parties hereto agree as follows:

1. DESCRIPTION OF PREMISES. The City does hereby grant, demise and lease unto University of Arkansas Hangar Space Number(s) _______ in aircraft hangar located at Municipal Airport-Drake Field situated in the City of Fayetteville, County of Washington, Arkansas.

2. TERM. The term of this lease is for twenty (20) years beginning on the first day of the next month following the date the Occupancy Permit is granted (____ day of ______________, 2003), and ending at midnight the end of the previous month in the year 2023 (_________________, 2023).

A. Option to Extend. University of Arkansas shall have the option to extend the Lease Term of this Lease for one (1) period of Twenty (20) years if University of Arkansas has satisfied the following conditions (extensions beyond Fifty (40) years must be renegotiated and approved by the City Council):

1). University of Arkansas has complied with and performed all conditions, covenants, and terms of the Agreement without any defaults known to University of Arkansas, or any defaults that are not otherwise in the process of being resolved in the manner provided in this Agreement.

2). Notice of University of Arkansas's request to renew has been made in writing to the City at least One Hundred Twenty (120) days prior to the expiration of the term.

3.) The amount of rental fees shall have been successfully negotiated and agreed to by the parties for the extended lease term.

3. **RENTAL FEES.** During the term of this lease, University of Arkansas agrees to pay the City a monthly rental fee equal to the cost for the City to construct the hangar amortized at four and one-half percent (4.5%) for 20 years (i.e. $400,000.00 @ 4.5% = $2,530.60 per month). (________/month).. Rental is due, on or before the 1st day of next month following the date of the Occupancy Permit is granted (, 2003).

A late charge of $_______ will be imposed on payments not received by the close of business on the tenth day after the due date. All payments shall be delivered or mailed to: City of Fayetteville, 113 West Mountain Street, Fayetteville, Arkansas 72701.

4. **UTILITIES AND JANITORIAL SERVICES**. University of Arkansas shall be responsible for the payment of the utilities associated with the use of the leased premises including, but not limited to, electric, gas, heating, water/sewer, and trash removal to the leasehold.

The City shall not be required to furnish to University of Arkansas any facilities or services of any kind, such as, but not limited to, water/sewer, trash removal, electricity, or gas. Any such facilities or services required by University of Arkansas for their use and purposes shall be their sole and exclusive responsibility.

5. **TERMS AND CONDITIONS.** University of Arkansas agrees to comply with and abide by all terms and conditions set forth in this Agreement.

6. **USE OF THE PREMISES**. University of Arkansas agrees that the leased premises shall be used and occupied only as an aircraft hangar and for related lawful purposes.

A. Flammable Material. University of Arkansas further agrees not to store any flammable material on the demised premises other than a limited supply of oils and agents necessary for the operation of an aircraft hangar. Fuel in the airplanes is excepted.

B. University of Arkansas shall not start or operate aircraft engines within the hangar leased hereby and shall not allow such operations by any other person.

7. **USE OF THE AIRPORT**. University of Arkansas is granted the use, in common, without charge, with others similarly authorized, 24-hour, 365 day use of the Airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the Airport from time to time including, but not limited to, the landing field and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood

lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and takeoffs.

8. MAINTENANCE, REPAIR AND REPLACEMENT.

The City shall maintain the leased PREMISES, including the building and all equipment, fixtures and appurtenances furnished by the City under this Lease, in good repair and tentantable condition, except in case of damages arising from the acts of the University of Arkansas' agents or employees. For the purpose of so maintaining said PREMISES and property, the City may at reasonable times, and with the approval of the authorized University of Arkansas representative in charge, enter and inspect the same and make any necessary repairs hereto.

9. FAILURE TO PERFORM. The covenant to pay rent and the covenant to provide any service, utility, maintenance or repair required under this Lease are dependent. If the City shall breach any of the conditions required to be performed by it under this Lease, University of Arkansas may cure such breach and deduct the cost thereof from rent subsequently becoming due hereunder. If City fails to correct a deficiency within thirty (30) days after written notice from University of Arkansas, or within an appropriate shorter period stated in the notice, in the event of a deficienty constituting a hazard to the health and safety of the University of Arkansas' employees, property, or any other person, University of Arkansas may elect to terminate this Lease.

10. DAMAGE BY FIRE OR OTHER CASUALTY. If the demised PREMISES are partially damaged by fire or other casualty, said PREMISES shall be repaired with due diligence by the City at City's expense. If the damage is so extensive as to render such building untentable, the rent hereunder shall be proportionally paid up to the time of damage and shall henceforth cease until such time as the PREMISES shall be fully restored. If the demised PREMISES are completely destroyed, City may reconstruct the hangar at City's own cost and the rent payable hereunder shall be adjusted as set forth above, or the City may, at its option, cancel this Agreement, such cancellation to be effective as of the date the hangar was destroyed and the rent adjusted as set forth above.

11. ALTERATIONS. The University of Arkansas may attach fixtures and install signs in or to the PREMISES with City's approval which shall not be unreasonably withheld. Such fixtures and signs shall remain the property of University of Arkansas and may be removed from the PREMISES within a reasonable time after the termination of this Lease provided the University of Arkansas shall restore the PREMISES to a condition as good as at the beginning of this Lease, ordinary wear and tear excepted. No services or work will be performed for which an additional cost or fee will be charged by City without the prior written authorization of University of Arkansas.

12. TERMINATION. In addition to other remedies provided herein, the University of Arkansas may terminate this Lease by thirty (30) days written notice to City if the University of Arkansas' funds are insufficient for it to continue the operations for which the PREMISES are being used.

13. SPECIAL PROVISIONS.

A. City shall be responsible that this facility conforms to the Arkansas Fire Prevention Code, as amended, Arkansas State Plumbing Code, the National Electrical Code, and any other state and local laws, codes, authorities, etc., applicable to the leased facility including the Arkansas adopted Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG).

B. City shall maintain and keep in good repair so much of the Airport premises as is not under the exclusive control of individual lessees.

C. University of Arkansas shall provide for and supply at its expense all janitor service with respect to the demised PREMISES and shall pay for all utilities serving the demised PREMISES, including, but not limited to heat, light, gas, electricity and water.

D. University of Arkansas agrees to observe and obey City's ordinance and regulations with respect to use of the demised PREMISES and Airport; provided, however, such rules and regulations shall be consistent with safety and with rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport.

E. City authorizes University of Arkansas to use the PREMISES only for the storage of airplanes and materials and equipment necessarily related to the operation of said airplanes and that no other vehicles, equipment or supplies shall be stored on the PREMISES unless expressly agreed to by City; provided, when LESSEE'S airplane(s) are on a flight, automobiles utilized by the pilot and passengers may be stored on the PREMISES. University of Arkansas further agrees not to store any flammable materials on the PREMISES or in any way endanger or violate the provisions of LESSOR'S property damage insurance policy or the requirement of same. Such violations shall constitute a material breach of this Agreement.

F. University of Arkansas further agrees that it shall only be permitted to engage in minor maintenance on the airplane stored in the building and shall not engage in any major overhaul of the airplane within the leased PREMISES.

G. University of Arkansas shall procure and maintain in force during the term of this Agreement, fire and extended coverage insurance on University of Arkansas' aircraft in the amount equivalent to the replacement cost thereof. University of Arkansas shall also be required to insure any contents within the aircraft hangar.

H. All claims of damages regarding University of Arkansas' liability for injuries and/or contractual breaches or defaults shall be submitted to the Arkansas Claims Commission for adjudication.

I. University of Arkansas shall maintain the demised PREMISES in a clean and orderly fashion at all times.

J. University of Arkansas shall not start or operate aircraft engines within the aircraft hangar hereby leased and shall not allow such operation by any other person.

K. University of Arkansas shall not be responsible for the payment of any taxes or assessments for the PREMISES.

14. EVENTS OF DEFAULT. The following shall be "Events of Default" under this Agreement, and the terms "Events of Default" or "Default" shall mean, whenever they are used herein, any one or more of the following:

A. University of Arkansas shall fail to pay when due and owning any rentals hereunder and such nonpayment shall continue for twenty (20) days after written notice thereof by the Airport;

B. University of Arkansas voluntarily shall abandon, desert, or vacate the Leased Premises;

C. University of Arkansas shall fail to comply with insurance requirements imposed hereunder; provided such noncompliance shall continue for twenty (20) days after written notice thereof by the Airport;

D. University of Arkansas shall fail to observe or perform any other of its material obligations hereunder, and such failure shall continue un-remedied for twenty (20) days after the City shall have given to the University of Arkansas written notice specifying such default. Provided, the Airport may grant University of Arkansas such additional time as may be reasonably required to correct any such default if University of Arkansas has instituted corrective action and diligently is pursuing the same;

14. REMEDIES UPON UNIVERSITY OF ARKANSAS' DEFAULT. Whenever an Event of Default of University of Arkansas shall occur, the City may pursue any available right or remedy at law or equity including:

A. Termination. At its exclusive option, the City shall deliver to University of Arkansas written notice of termination with a minimum of 30 days notice, specifying the date upon which the Agreement will terminate. In the event of termination, University of Arkansas's rights to possession of the Leased Premises immediately shall cease. The City may then reenter and take possession of the Leased Premises and University of Arkansas forthwith shall surrender possession of the Leased Premises. Upon termination of this Agreement, University of Arkansas shall be liable for payment of:

1.) All sums accrued through the date of termination.

2.) The reasonable cost incurred by the City to restore the Leased Premised or any portion thereof to the condition in which they originally were leased, ordinary wear and tear excepted.

16. **EXPIRATION OR TERMINATION.** On the expiration or other termination of this Lease, University of Arkansas 's right to use the leased Premises shall cease, and University of Arkansas shall vacate the premises without unreasonable delay. All property installed, erected, or placed by University of Arkansas in, on, or about the leased Premises shall be deemed to remain the property of City. University of Arkansas shall have the right at any time during the term of this Agreement, or any renewal or extension hereof, and for an additional period of thirty (30) days after the expiration or other termination of this Agreement, to remove any or all of University of Arkansas' property, subject, however to University of Arkansas' obligation to repair all damage, if any, resulting from such removal.

17. **TERMINATION OF AIRPORT**. In the event that the Fayetteville Municipal Airport facility and property are no longer used for aviation purposes, the University of Arkansas may remain in possession of the premises until the end of the lease term with the right to use the premises for any use allowable under Arkansas law; or University of Arkansas may elect to terminate the Lease Agreement with no further charges.

18. **NON-WAIVER**. Neither the waiver by either party of any breach of the other party of any provision hereof nor any forbearance by either party to seek a remedy for any such breach shall operate as a waiver of any other breach of either party.

19. **NOTICES**. Any notice or consent required by this Agreement shall be sufficient if sent by fax, Certified Mail, return receipt requested, postage paid, or personally delivered to the following addresses:

CITY OF FAYETTEVILLE:

Airport Administration Office
4500 S. School Avenue, Suite F
Fayetteville, Arkansas 72701
PH: 479-718-7642
FAX: 479-718-7646

UNIVERSITY OF ARKANSAS

University of Arkansas
321 Administration Building
Fayetteville, Arkansas
PH: 479-575-2551
FAX: 479-575-4158

21. This Lease Agreement expresses the entire agreement of the parties and may only be amended in writing signed by all the parties hereto or their duly authorized agents.

IN WITNESS WHEREOF, the parties have executed this lease on the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: ______________________________
Dan Coody, Mayor

ATTEST:

By: ________________________
City Clerk

Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas at Fayetteville:

By: ______________________________
Ann Kemp

Vice President for Finance & Administration
Title

ATTEST:

By: ________________________

Title: ________________________

Draft

LEASE AGREEMENT
Ground Lease
University of Arkansas

This **Lease Agreement** entered into this ____ day of ________, 2003, by and between the City of Fayetteville, Arkansas, hereinafter referred to as the "City" and University of Arkansas, Fayetteville, Arkansas 72703 hereinafter referred to as University of Arkansas.

WHEREAS, the City owns and operates an Airport known as Fayetteville Municipal Airport - Drake Field, situated in Washington County in the State of Arkansas; and

WHEREAS, University of Arkansas desires to lease from the City certain space for the construction of an aircraft hangar and ramp as described below:

> **A CERTAIN TRACT OF LAND 120 FT. X 80 FT. LOCATED AT ? S. SCHOOL AVENUE AT THE FAYETTEVILLE MUNICIPAL AIRPORT - DRAKE FIELD AND MORE PARTICULARLY SET FORTH AND SHOWN ON EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.**

NOW, THEREFORE, the Parties hereto agree as follows:

1. LEASEHOLD. The City does hereby grant, demise and lease unto University of Arkansas certain premises situated in Washington County, Arkansas, within the boundaries of the Fayetteville Municipal Airport- Drake Field. University of Arkansas will be responsible for all improvements to the Leased Premises.

2. TERM. The term of this lease is for twenty (20) years beginning on the first day of the next month following the date the Occupancy Permit is granted (____ day of ______________, 2003), and ending at midnight the end of the previous month in the year 2023 (__________________, 2023).

A. Option to Extend. University of Arkansas shall have the option to extend the Lease Term of this Lease for one (1) period of Twenty (20) years if University of Arkansas has satisfied the following conditions (extensions beyond Fifty (40) years must be renegotiated and approved by the City Council):

1). University of Arkansas has complied with and performed all conditions, covenants, and terms of the Agreement without any defaults known to University of Arkansas, or any defaults that are not otherwise in the process of being resolved in the manner provided in this Agreement.

2). Notice of University of Arkansas's request to renew has been made and presented in writing to the City at least One Hundred Twenty (120) days prior to the expiration of the term.

3.) The amount of rental fees shall have been successfully negotiated and agreed to by the parties for the extended lease term.

3. **RENTAL FEES.** During the term of this lease, University of Arkansas agrees to pay the City an annual ground rental monthly fee equal to the amortized cost for the Airport to construct the hangar at four and one-half percent (4.5%) ________________________________ per month (i.e. $400,000.00 @ 4.5% = $2,530.60). Rental is due, on or before the 1st day of next month following the date of the Occupancy Permit is granted (____________, 2003). However, should the lease term begin on a day other than the first day of a calendar month, or should the lease end on a day other than the last day of a calendar month, such partial month lease payment shall be a pro-rated share of the monthly lease payment. The initial lease payment is due and payable upon execution of this lease agreement, and all subsequent monthly lease payments shall be due and payable in advance on or before the first day of each calendar month thereafter.

A delinquency charge will be imposed on payments not received by the close of business on the tenth day after the due date. Such delinquency charge shall be the maximum amount allowable under Arkansas law. All payments shall be delivered or mailed to: City of Fayetteville, 113 West Mountain Street, Fayetteville, Arkansas 72701.

4. **UTILITIES AND JANITORIAL SERVICES**. University of Arkansas shall be responsible for the payment of the utilities associated with any, but not limited to, electric, gas, heating, water/sewer, and trash removal to the leasehold.

The City shall not be required to furnish to University of Arkansas any facilities or services of any kind, such as, but not limited to, water/sewer, trash removal, electricity, or gas. Any such facilities or services required by University of Arkansas for their use and purposes shall be their sole and exclusive responsibility and agree to hold City of Fayetteville harmless from any responsibility or liability therefore.

5. **TERMS AND CONDITIONS.** University of Arkansas agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

6. **USE OF THE PREMISES**. University of Arkansas agrees that the leased premises shall be used and occupied only as an aircraft hangar and for related lawful purposes.

A. Flammable Material. University of Arkansas further agrees not to store any flammable material on the demised premises other than a limited supply of oils and agents necessary for the operation of an aircraft hangar.

B. Hazardous Substance. University of Arkansas shall not cause or permit any Hazardous Substance to be used or stored on or in the Leased Premises with out first obtaining the City of Fayetteville's written consent. If Hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises or if the Leased Premises or any other Airport property becomes contaminated in any manner for which University of Arkansas is responsible or legally liable, University of Arkansas shall indemnify and hold harmless the City of Fayetteville from any and all claims, damages, fines, judgements, penalties, costs, liabilities, or losses (including, without limitation and decrease in value of the Lease Premises, damages caused by loss or restriction of rentable or usable space as part of the Leased Premises) arising during or after the term hereof and arising as a result of that contamination by University of Arkansas, University of Arkansas's agents, employees, and invitees. This indemnification includes, without limitation, and all costs incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state, local agency or political subdivision.

C. University of Arkansas shall not start or operate aircraft engines within the facility leased hereby and shall not allow such operations by any other person.

7. USE OF THE AIRPORT. University of Arkansas is granted the use, in common, without charge, with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the Airport from time to time including, but not limited to, the landing field and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and takeoffs.

University of Arkansas agrees to observe and obey City of Fayetteville's Ordinances and Regulations with respect to the use of the demised premised and Airport; provided, however, such Ordinances and Regulations shall be consistent with safety and with all city, county, state, and federal ordinances, rules and regulations. University of Arkansas agrees to abide by the rulings of the Federal Aviation Administration with respect to the use of the Leased Premises. ***"Airport Minimum Standards for Operations and Commercial Activities"*** herein referred to as Airport Minimum Standards at Fayetteville Municipal Airport are made part of this lease by reference as if included word for word.

8. **REPAIRS, MAINTENANCE AND APPEARANCE.**

A. University of Arkansas shall at all times during the term of this Lease Agreement, at University of Arkansas's expense, keep and maintain in good repair and safe condition the leased premises and the equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions, and betterments. University of Arkansas acknowledges that University of Arkansas shall be responsible for the repairs and maintenance necessary to maintain the structural integrity of the hangar. University of Arkansas will at all times maintain the Leased Premises in a clean, orderly, and attractive condition; not allow the accumulation of rubbish, trash, refuse and any unsightly conditions or fire hazards on the Leased Premises. University of Arkansas shall be responsible for mowing and the upkeep of the outside grounds of the Leased Premises. University of Arkansas shall be responsible for all janitorial services and trash removal from the Leased Premises.

B. The necessity for and adequacy of repair to the Lease Premises, pursuant to Subparagraph (a.) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City pursuant to the primary lease referred to above.

C. University of Arkansas agrees to reimburse the City for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the City mentioned in Subparagraph (b) above as a result of failure by University of Arkansas to maintain or repair the demised premised as required.

9. ALTERATIONS AND IMPROVEMENTS. University of Arkansas shall have prior written consent from the City, meeting all City requirements, to make any alterations, additions and improvements University of Arkansas deems necessary and desirable to the interior of the leased premises. University of Arkansas shall not be entitled to make any major or material alterations, additions or changes to the exterior of the leased premises without the City 's prior written consent. University of Arkansas acknowledges and agrees that all such alterations, additions and improvements, including paneling, partitions, railings, floors, ceilings and the like, shall become the property of the City upon the terminations of the Lease Agreement.

10. INSURANCE. University of Arkansas shall obtain and maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements, with an insurance company licensed to do business in the State of Arkansas, naming the City of Fayetteville and the Fayetteville Municipal Airport and their trustees, agents, officers, and employees are named as an Additional Insured on the policy, and University of Arkansas shall provide the Airport Administration Office with a Certificate of Insurance during the term of this Lease.

University of Arkansas acknowledges that it is the University of Arkansas's responsibility to maintain insurance on University of Arkansas's personal property.

11. SUB-LEASING AND ASSIGNMENT. University of Arkansas shall not be entitled to sub-lease or assign the University of Arkansas's interest in this Lease Agreement without first obtaining the written permission of the City, provided however, University of Arkansas may assign University of Arkansas's interest in this Lease Agreement for a One Hundred and Eighty (180) day period to

Qualified Escrow, LLC, in order for University of Arkansas to accomplish a tax deferred exchange under Section 1031 of the Internal Revenue Code. A request to sub-lease or an assignment of the lease will not be unreasonably withheld.

12. <u>EVENTS OF DEFAULT</u>. The following shall be "Events of Default" under this Agreement, and the terms "Events of Default" or "Default" shall mean, whenever they are used herein, any one or more of the following.

> **A.** University of Arkansas shall fail to pay when due and owning any rentals hereunder and such nonpayment shall continue for twenty days after written notice thereof by the Airport;
>
> **B.** University of Arkansas voluntarily shall abandon, desert, or vacate the Leased Premises;
>
> **C.** University of Arkansas shall fail to comply with insurance requirements imposed hereunder;
>
> **D.** University of Arkansas shall fail to observe or perform any other of its obligation hereunder, and such failure shall continue un-remedied for twenty (20) days after the City shall have given to the University of Arkansas written notice specifying such default. Provided, the Airport may grant University of Arkansas such additional time as it's reasonably required to correct any such default if University of Arkansas has instituted corrective action and diligently is pursuing the same;
>
> **E.** University of Arkansas shall fail to provide and maintain any security assurances required hereunder; or

13. <u>REMEDIES UPON UNIVERSITY OF ARKANSAS'S DEFAULT</u>. Whenever an Event of Default of University of Arkansas shall occur, the City may pursue any available right or remedy at law or equity including:

> **A.** Termination. At its exclusive option, the City deliver to University of Arkansas written notice of termination, specifying the date upon which the Agreement will terminate. In the event of termination, University of Arkansas's rights to possession of the Leased Premises immediately shall cease. The City may then reenter and take possession of the Leased Premises and University of Arkansas forthwith shall surrender possession of the Leased Premises. Upon termination of this Agreement, University of Arkansas shall be liable for payment of:
>
> > **1.)** All sums accrued through the date of termination.
> >
> > **2.)** The reasonable costs incurred by the City to re-let the Leased Premises, or any portion thereof; and

3.) The reasonable cost incurred by the City to restore the Leased Premised or any portion thereof to the condition in which they originally were leased, ordinary wear and tear excepted.

All rentals received by the City from re-letting the Leased Premises after the termination of this Agreement shall be credited against the Outstanding Rental Balance. The acceptance by the City of any rentals from University of Arkansas after the termination of this Agreement shall not reinstate this Agreement.

Upon such notice, University of Arkansas agrees to vacate the premises immediately. Should it become necessary for City to resort to judicial process to enforce the terms of this Agreement, or reclaim possession of the premises, University of Arkansas agrees to pay a reasonable attorney's fee.

14. **EXPIRATION OR TERMINATION.** On the expiration or other termination of this Lease, University of Arkansas 's right to use the demised premises shall cease, and University of Arkansas shall vacate the premises without unreasonable delay. All property installed, erected, or placed by University of Arkansas in, on, or about the premises leased hereunder shall be deemed to remain the property of City. University of Arkansas shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an additional period of seven (7) days after the expiration or other termination of this agreement, to remove any or all of University of Arkansas's property, subject, however to University of Arkansas's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by University of Arkansas prior to the expiration of the aforesaid seven (7) day period shall thereupon become a part of the land on which it is located and title hereto shall thereupon vest in City.

15. **TERMINATION OF AIRPORT**. In the event that the Fayetteville Municipal Airport facility and property are no longer used for aviation purposes, the University of Arkansas may remain in possession of the premises until the end of the lease term with the right to use the premises for any use allowable under Arkansas law.

16. **TAXES**. University of Arkansas shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term.

17. **MORTGAGING OF LEASEHOLD**. University of Arkansas is hereby given the absolute right without the City of Fayetteville's consent to mortgage his interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of City of Fayetteville in and to the land and building (hangar facility complex) erected thereon.

18. **INDEMNITY**. University of Arkansas agrees to indemnify the City against any liability for injuries to persons or damage to property caused by University of Arkansas's gross negligent use or occupancy of the leased premises; provided, however, that University of Arkansas shall not be liable

for any personal injury, damage or loss occasioned by the negligence of City or its agents or employees, and provided further, that each party shall give prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity asset forth under Arkansas Law.

19. **NON-WAIVER**. Neither the waiver by City of any breach of University of Arkansas of any provision hereof nor any forbearance by the Airport to seek a remedy for any such breach shall operate as a waiver of any other breach of University of Arkansas.

20. **NOTICES**. Any notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following addresses:

CITY OF FAYETTEVILLE:

Airport Administration Office
4500 S. School Avenue, Suite F
Fayetteville, Arkansas 72701
PH: 479-718-7642
FAX: 479-718-7646

UNIVERSITY OF ARKANSAS

University of Arkansas
???
Fayetteville, Arkansas
PH: ???
FAX: ???

21. **NON-DISCRIMINATORY CLAUSE**.

A. University of Arkansas agrees to not discriminate by segregation or otherwise against any person or persons because of race, creed color, religion, national origin, sex, martial status, or handicap in the furnishing, or by refusing to furnish, to such persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the City solely to tenants, their employees, customers, patients, client, guests, and invites.

B. This Agreement shall be construed under the laws of the State of Arkansas.

22. All the covenants, conditions, and provisions under this agreement shall extend to and bind the legal representatives, successors, and assign of the respective parties hereof.

IN WITNESS WHEREOF, the parties have executed this lease on the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: ______________________________
Dan Coody, Mayor

ATTEST:

By: ______________________________
City Clerk

University of Arkansas:

By: ______________________________

____
Title

ATTEST:

By: ______________________________

Title: ______________________________

LEASE ATTACHMENT NUMBER ONE

Rent adjustments shall be made as of the commencement of each of the Dates Upon Which Rent Increases Apply and shall be determined by the following formula:

Rent as last so increased under this Lease

multiplied by:

$$1 + \frac{\text{Current Index - Base Index}}{\text{Base Index}}$$

plus

one percent (1%) of the Rent as last so increased under this Lease

Where, "Current Index" shall be the CPI *(D-1 Consumer Price Index-All City Average," "all items groups, subgroups and special groups, "published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor)* for the month immediately prior to the applicable Dates Upon Which Rent Increases Apply, and Base Index shall be the CPI for the month immediately prior to the Commencement Date or the most recent Dates Upon Which Rent Increases Apply, whichever is applicable. In no event, however, shall the Rent for any period be less than the Rent as last so increased under this Lease. In the event that such CPI is no longer published or otherwise available, the adjustment provided for herein shall be by the successor (or the most nearly comparable successor index) thereto, adjusted as appropriate to the applicable dates.

STAFF REVIEW FORM

McClelland Hangar Contract

Task Order #1 A. 6. Page 1

McClelland Consult Engineers

___ AGENDA REQUEST
X CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council Meeting of: May 6th, 2003

FROM:

Name	Division	Department
Ray M. Boudreaux	Aviation & Economic Development	Economic Development

ACTION REQUIRED: Review and approval of Task Order #1 with McClelland Consulting Engineers, Inc., for Engineering design and construction oversite services to construct an 80'x120' hangar to be leased to the University of Arkansas Flight Department under long term agreement.

Approval of a lease with the U of A which will be based on the construction cost of the hangar. The monthly lease to be paid from the U of A is estimated to be $2,530.60 and is based on a $400,000 construction contract.

COST TO CITY:

$60,000.00	$ 500,000.00	Economic Devlopment Matches
Cost of this request	Category/Project Budget	Program Category / Project Name
4470.9470.5315.00	$ -	Other Capital Improvements
Account Number	Funds Used to Date	Program / Project Category Name
02050	$ 500,000.00	Sales Tax Capital Improvement
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

Budget Manager [signature] Date 4-23-03

CONTRACT/GRANT/LEASE REVIEW:

Marsha Farthing	4/23/03	Nancy Smith	4/23/03
Accounting Manager	Date	Internal Auditor	Date
[signature]	4/23/03	[signature]	4/23/03
City Attorney	Date	Purchasing Manager	Date

STAFF RECOMMENDATION: Staff recomends approval of Task Order #1 with McClelland Consulting Engineers, Inc.

Division Head	Date
[signature]	May 31, 2003
Department Director	Date
[signature]	4-23-03
Finance & Internal Services Dir.	Date
Hugh Earnest	4-23-03
Chief Administrative Officer	Date
Mayor	Date

Cross Reference

New Item: X Yes No

Previous Ord/Res#: ___

Orig. Contract Date ___

Orig. Contract Number ___

RESOLUTION NO. _____

A RESOLUTION APPROVING, CONTINGENT UPON THE EXECUTION OF A GROUND LEASE WITH THE UNIVERSITY OF ARKANSAS, TASK ORDER NO. 1 WITH McCLELLAND CONSULTING ENGINEERS, INC. FOR ENGINEERING SERVICES AND CONSTRUCTION OBSERVATION ASSOCIATED WITH THE CONSTRUCTION OF AN 80' x 120' HANGAR AT THE FAYETTEVILLE MUNICIPAL AIRPORT.

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, contingent upon the execution of a Ground Lease with the University of Arkansas, Task Order No. 1 with McClelland Consulting Engineers for engineering services and construction observation associated with the construction of an 80' x 120' hangar at the Fayetteville Municipal Airport.

PASSED and **APPROVED** this 6th day of May, 2003.

APPROVED:

By: ____________________
DAN COODY, Mayor

ATTEST:

By: ____________________
SONDRA SMITH, City Clerk

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS
DAN COODY, MAYOR

MEMORANDUM

TO: Dan Coody, Mayor
City Council
THRU: Staff Review Committee
FROM: Ray M. Boudreaux, Director, Aviation and Economic Development
DATE: April 18, 2003
SUBJECT: University of Arkansas lease and Hangar Project

Background: Last Fall the University of Arkansas aircraft was damaged in an incident and as a result their aviation department acquired two aircraft to replace the one. They have a Beech King Air 200 and a Beech Jet 400. The hangar they currently lease from the airport will only hold one aircraft and it is really too small for either. The U of A has requested that we build them a hangar. They will sign a 20 year lease and will pay monthly at a rate equal to the cost to build the hangar amortized for 20 years at an agreed upon discount rate (approximately 4.5% interest). This project meets the intent of the first Vision 2020 goal: "Our City The Home of the University of Arkansas," and supports guiding principals 4 thru 7.

Purpose: The purpose of this action is to approve the task order to McClelland Consulting Engineers for the design, bid administration and construction oversight of a new hangar for the U of A and to approve the lease to the U of A for 20 years. The new hangar will be 120 X 80 and will be constructed at the southwest corner of the new executive ramp.

Budget Considerations: The building will cost roughly $400,000 to build including engineering, bid administration and construction oversight. The U of A will pay a monthly rate of approximately $2530.60 if the total construction cost is $400,000. Funds are available in the economic development fund.

Requested Action: Approve the new hangar for the U of A and Mayor, sign the contracts.

Attachments: Staff Review Form
Lease with U of A
Budget Amendment
Task Order 1

Aviation and Economic Development Department
Fayetteville Municipal Airport, Drake Field
4500 South School Avenue, Suite F
Fayetteville, Arkansas 72701
Ray M. Boudreaux, Director

MCE McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

P.O. Box 1229
Fayetteville, Arkansas 72702-1229
479-443-2377
FAX 479-443-9241

April 18, 2003

Mr. Ray Boudreaux
Airport Director,
Fayetteville Municipal Airport
4500 S. School Suite F
Fayetteville, AR 72701

Re: Proposed Task Order No. 15
80'x120' Corporate Hangar

Dear Mr. Boudreaux:

In response to your request, please find three (3) copies of Task Order No. 15 for the above referenced project.

Please advise if you need further information regarding this Task Order. Thank you for this opportunity to extend our services.

Sincerely,

McCLELLAND CONSULTING ENGINEERS, INC.

R Wayne Jones

R. Wayne Jones, P.E.
Vice President

Enclosure: Task Order No. 15 (3 copies)

J:\2003\032109\correspondence\boudreaux-0418.wpd:ch

TASK ORDER NO. 15

COMMERICAL HANGAR BUILDING

FAYETTEVILLE MUNICIPAL AIRPORT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Task Order is written pursuant to the basic agreement entitled CITY OF FAYETTEVILLE, AGREEMENT FOR ENGINEERING SERVICES, executed on April ___, 2003, as amended. The referenced basic agreement pertains to proposed improvements to Drake Field, Fayetteville's Municipal Airport. This Task Order entered into and executed on the date indicated below the signature block, by and between the City of Fayetteville and McClelland Consulting Engineers (MCE) sets forth the project description, project schedule, and engineering fees related to hangar improvements at the Fayetteville Municipal Airport.

SECTION I - PROJECT DESCRIPTION

The project is to consist of: assistance in applying for state funding for the project; the preliminary and final engineering design for a 120" by 80' Corporate Aircraft Hangar Building on the west side of the Airport; preliminary and final cost estimates; meetings with the City's Airport Department and their Tenet to review various aspects of the project; and engineering services associated with detailed design and construction.

SECTION II - PROJECT SCHEDULE

From the time the City of Fayetteville issues the Notice To Proceed (NTP), MCE will endeavor to execute the project as expeditiously as possible to enable the City of Fayetteville to solicit competitive bids for construction (as soon as possible late June to middle of July 2003).

SECTION III - SCOPE OF SERVICES

MCE shall, generally, provide those services listed in the basic agreement which are applicable to this specific Task Order. Specifically, this project is likely to include:

A. Assisting the City of Fayetteville in making application for a grant from the Arkansas Department of Aeronautics.

B. Topographic Surveying.

C. Performing preliminary engineering including Geotechnical Report.

D. Formulating preliminary and final construction cost estimates.

E. Meeting with the City of Fayetteville and their Tenet to discuss design criteria, desired features, and schedule.

F. Performing the detailed design of the construction project as determined by the City of Fayetteville and their Tenet.

G. Advertising for competitive bids and recommending the award of a construction contract.

H. Construction administration and inspection.

I. Construction staking for a baseline and benchmark.

J. Construction materials testing.

K. Providing a set of "Record Drawings" at the completion of construction based upon the Contractor's mark-ups.

SECTION IV - FEES AND PAYMENTS

The following fees are to be paid to MCE as compensation for his services:

A.	Application to State:	a lump sum of		$620.
B.	Topographic Survey :	a lump sum of		$900.
C.	Geotechnical Investigation:	a lump sum of		$2,300.
D.	Preliminary Engineering:	a lump sum of		$18,100.
E.	Detailed Design:	a lump sum of		$11,150.
F.	Bidding Service: :	a lump sum of		$1,200.
G.	Construction Administration & Inspection:	hourly rates,	estimated to be	$21,750.
H.	Construction Staking:	a lump sum of		$650.
I.	Construction materials testing:	hourly rates & unit prices,	estimated to be	$2,600.

Appendices A, B, C, & D presents hourly rates for personnel anticipated to be assigned to this project and the unit prices as well as the basis of payments to be made to the MCE.

SECTON V - BASIC AGREEMENT IN EFFECT:

Except as amended specifically herein, the basic AGREEMENT FOR ENGINEERING SERVICES shall remain in full force as originally approved and executed.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed as of the date and year first herein written.

FOR THE CITY OF FAYETTEVILLE:

By: ______________________________

Mayor

Attest: ______________________________

Date: ______________________________

FOR McCLELLAND CONSULTING ENGINEERS, INC.:

By: John C. Quinn

President

Attest: R. Wayne Jones

Vice President

APPENDIX "A"

BASIS FOR PAYMENTS TO THE ENGINEER

TASK ORDER NO. 15
80' BY 120' CORPORATE HANGAR
FAYETTEVILLE MUNICIPAL AIRPORT

LINE	CLASSIFICATION → HOURLY RATE → / TASK DESCRIPTION	PROJECT DIRECTOR $105.00	PROJECT MGR./ENGR. $90.00	PROJECT ENGINEER $80.00	ENGINEERING TECHNICIAN $57.00	CADD OPER. 1 $59.00	CADD OPER. 2 $49.00	CADD OPER. 3 $34.00	LICENSED SURVEYOR $60.00	SURVEY CREW $95.00	CLERK TYPIST $35.00	INSPECTOR $43.00	MILEAGE $0.35	SUB.-CONS. FEE	DIRECT EXPENSE	EXTENDED TOTAL
A	APPLICATION TO STATE FOR FUNDING	0	3	1	0.6	0	3	0	0	0	2	0	0	$0.00	$20.00	$615.80
B	SURVEYING															
	TOPOGRAPHIC SURVEY		1		4				2	4			30		$75	$904
C	GEOTECHNICAL INVESTIGATION		0.5												$2,250.00	$2,295
D	PRELIMINARY ENGINEERING															
	SCOPING MEETING	1	1													$195.00
	SURVEYING		1						1	3			14		$50.00	$489.[illegible]
	PRELIMINARY LAYOUT		0.5	1			2									$22[illegible]
	DES. DEVEL.: DRAWING ORGANIZATION			0.5				1.5								$91[illegible]
	DES. DEVEL.: GRADING PLAN/SET ELEVATIONS		1	1	1		2									$325.00
	DES. DEVEL.: DRAINAGE PLAN		1	1				4								$306.00
	DES. DEVEL.: UTILITY PLAN/UTILITY SERVICES		1	2			4									$448.00
	DES. DEVEL.: HANGAR PLAN/STRUCTURAL		1	2			3	6								$601.00
	DES. DEVEL.: FLOOR/FOUNDATION PLAN		1	2			2	4								$484.00
	DES. DEVEL.: AIRSIDE ACCESS PLAN		0.5	1			2	1								$257.00
	DES. DEVEL.: LANDSIDE ACCESS PLAN		2	2			4									$536.00
	DES. DEVEL.: ELECTRICAL/MECHANICAL PLAN	1	1	1		2	2				1		5	$8,500.00	$350.00	$9,377.75
	DES. DEVEL.: OFFICE PLAN	1	2			2	2						10	$3,000.00	$200.00	$3,704.50
	OUTLINE SPECIFICATIONS		1	0.5							2					$200.00
	UPDATE COST ESTIMATE		0.5	1												$125.00
	IN-HOUSE QA REVIEWS		2			2										$298.00
	MEETING WITH OWNER		2	2									15		$60.00	$405.25
	SUBTOTAL, PRELIMINARY ENGINEERING	3	18.5	17	1	6	23	18.5	1	3	3	0	44	$11,500.00	$660.00	$18,064.40
E	DETAILED PLANS															
	DETAIL DES.: DRAWING ORGANIZATION						1									$49.00
	DETAIL DES.: GRADING PLAN & DETAILS		0.5	1.5			2	6								$467.00
	DETAIL DES.: DRAINAGE PLAN & DETAILS		0.5	6			2									$623.00
	DETAIL DES.: UTILITY PLAN & DETAILS		2	2		1	2									$497.00
	DETAIL DES.: HANGAR PLAN & DETAILS		2	8		2	8	12								$1,738.00
	DETAIL DES.: FLOOR/FOUNDATION PLAN		2	2		0.5	4	10								$905.50
	DETAIL DES.: AIRSIDE ACCESS PLAN DETAILS		0.5	1		0.5	2	4								$388.50
	DETAIL DES.: LANDSIDE ACCESS PLAN DETAILS		2	10			4	4								$1,312.00
	DETAIL DES.: ELECTRICAL PLAN & DETAILS		1			2	2				0.5		5	included above	included above	$32[illegible]
	DETAIL DES.: OFFICE PLAN & DETAILS		2	2		1		2			0.5		10			[illegible]
	SPECIFICATIONS		2	24							16				$200.00	$2,860.00
	IN-HOUSE REVIEWS	1	2	1		2										$483.00
	FINAL COST ESTIMATE		1	4							1			included above	included above	$445.00
	REVIEW MEETING WITH OWNER		2	2									15	included above	included above	$345.25
	REVISIONS TO PLANS & SPECS		1	1		1	2	8			1				$75.00	$709.00
	SUBTOTAL, DETAILED DESIGN	1	20.5	64.5	0	10	29	48	0	0	19	0	30	$0.00	$275.00	$11,147.50
F	BIDDING	0	4	6	2	0	0	0	0	0	1	0	10	$150.00	$50.00	$1,1[illegible]
G	CONSTR. ADMIN. AND INSPECTION															
	CONSTR. ADMINISTRATION	1	10	30							8					$3,[illegible]
	CONSTR. INSPECTION											400	650	$850.00		$18,[illegible]
	SUBTOTAL, CONSTRUCTION PHASE	1	10	30	0	0	0	0	0	0	8	400	650	$850.00	$0.00	$21,[illegible]
H	CONSTRUCTION STAKING	0	0	0.5	0	0	0	0	1	6.5	0	0	10	$0.00	$15.00	$[illegible]
I	CONSTRUCTION MT'LS TESTING (Estimated To Be)	0	1	3	0	0	0	0	0	0	0	0	40	$0.00	$2,250.00	$2,[illegible]
	GRAND TOTAL, ENGINEERING SERVICES	6	57	122	3.6	16	55	62.5	2	6.5	33	400	784	$12,300.00	$3,270.00	$59,[illegible]

APPENDIX B
TASK ORDER NO. 15
Hourly Rates for Personnel
Fayetteville Municipal Airport

CATEGORY	BILLABLE HOURLY RATE RANGE
Project Director	$105 to $130
Project Manager	$85 to $105
Engineer III	$70 to $85
Engineer II	$50 to $70
Engineer I	$40 to $50
Registered Surveyor	$40 to $55
Computer Technician	$46 to $55
Senior Engineering Technician	$55 to $65
Engineering Technician	$45 to $55
Survey Crew (2 man)	$80 to $105
Clerical Support	$25 to $45
CADD Technician III	$50 to $60
CADD Technician II	$40 to $50
CADD Technician I	$25 to $40
Soils Lab Supervisor	$35 to $50
Soils Technician II	$30 to $35
Soils Technician I	$25 to $30

APPENDIX "C"

TASK ORDER NO. 15
GEOTECHNICAL INVESTIGATION
80' BY 120' CORPORATE HANGAR
DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

April 18, 2003

Item No.	Item Description / ASTM Designation	Quantity	Units	Unit Price	Extended
1	Equipment Mobilization and Demobilization ($2.10/mi each wa	1	LS	$75.00	$75.00
				Subtotal	$75.00
2	Boring Layout	1	HR	$60.00	$60.00
	Boring Setup Charges	3	EA	$35.00	$105.00
				Subtotal	$165.00
3	Soil Drilling and Sampling, ASTM D-1586 & ASTM D-1587				
	Soil Drilling in Apron Area (3 Borings - 15 feet max.)	75	LF	$8.50	$637.50
				Subtotal	$637.50
4	Soil and Rock Laboratory Testing				
	ASTM D-2216, Moisture Content Determination	18	EA	$12.00	$216.00
	ASTM D-4318, Liquid and Plastic Limit of Soils	3	EA	$55.00	$165.00
	ASTM D-422, Gradation Analysis of Soils (6 Sieves)	3	EA	$50.00	$150.00
	ASTM D-2166, Dry Unit Weight of Soil Specimens	4	EA	$12.00	$48.00
	ASTM D-2166, Unconfined Compressive Strength of Soils	2	EA	$40.00	$80.00
				Subtotal	$659.00
5	Geotechnical Engineering Report and Recommendations				
	Engineering Supervision (Project Manager)	2	HR	$105.00	$210.00
	Engineering Analysis & Recommendations (Project Engr.)	4	HR	$75.00	$300.00
	Boring Plot Log Preparation (Senior Draftsman)	2	HR	$60.00	$120.00
	Boring Plot Plan Preparation (Draftsman)	1	HR	$45.00	$45.00
	Report Preparation (Clerical)	1	HR	$35.00	$35.00
				Subtotal	$710.00
	ESTIMATED GEOTECHNICAL INVESTIGATION				**$2,246.50**

APPENDIX D
CONSTRUCTION MATERIALS LABORATORY
FEE SCHEDULE
TASK ORDER NO. 15

CONCRETE (Continued):	
Flexural Strength of Concrete Beams ASTM C 78 or C 293	25.00 each
Spare Beam Specimens Processed but not Tested	20.00 each
Compressive Strength of Grout Cubes	20.00 each
Compressive Strength of Cement Mortar Cubes	15.00 each
Concrete Coring (3" or 4"):	
Core Machine & Lab Technician	60.00 per hour
Additional Lab Technician, as required	32.00 per hour
Compressive Strength of Concrete Cores (3" or 4")	30.00 each
Other Core Sizes	Price on Request
Aggregate Sieve Analysis:	
Dry Sieve ASTM C 136	8.00 each
Wet Sieve ASTM C 117	35.00 each
Fineness Modules	25.00 each
Decantation	30.00 each
Deleterious Materials	60.00 each
Specific Gravity and Absorption of Aggregate ASTM C 127 & C 128	85.00 each
Dry Rodded Unit Weight of Aggregate ASTM C 29	50.00 each
Sodium or Magnesium Sulfate Soundness (5 cycles) ASTM C 88	250.00 each
Additional Cycles	50.00 each
ASPHALT:	
Asphalt Mix Design	Price on Request
Review Asphalt Mix Design (Lab Supervisor)	45.00 per hour
Asphalt Field Technician	
In-Place Compaction Test-Nuclear Gauge (Lab Technician)	32.00 per hour
Sample Pickup	32.00 per hour
Marshall Test including Stability, Flow, Laboratory Density, Percent Air Voids, Percent Voids in Mineral Aggregate (3 specimens per test)	225.00 each
Extraction including percent Bitumen and Aggregate Gradation	170.00 each
Laboratory Density of Cored Plugs including Depth Measurement	25.00 each
Asphalt Coring (3" or 4"):	
Core Machine & Lab Technician	60.00 per hour
Additional Lab Technician, if required	32.00 per hour
Sample Pickup	32.00 per hour
FIREPROOFING:	
Unit Weight, Bonding Strength, Thickness and Sampling (actual time required for Lab Technicians)	32.00 per hour/Tech.
Report Preparation (Lab Supervisor)	45.00 per hour
STRUCTURAL STEEL:	
Bolt Torque Testing: Lab Technician(s)	32.00 per hour
Field Engineer	65.00 per hour
Pneumatic Torque Wrench Calibration (twice per day)	50.00 each
Visual Weld Inspection Field Engineer	70.00 per hour

Services not Listed are Available on Request

APPENDIX D
CONSTRUCTION MATERIALS LABORATORY
FEE SCHEDULE
TASK ORDER NO. 15

GENERAL:

Laboratory Field Technician *	$ 32.00 per hour
AHTD-Qualified Technician*	38.00 per hour
Engineering Technician *	50.00 per hour
Senior Engineering Technician	61.00 per hour
Lab Supervisor	45.00 per hour
Consultation:	
Lab Supervisor	45.00 per hour
Field Engineer	65.00 per hour
Project Engineer	75.00 per hour
Project Manager	105.00 per hour
Principal Engineer	120.00 per hour
Lab Report Preparation	30.00 per hour

SOILS:

AHTD-Qualified Field Technician	38.00 per hour
Soils Field Technician (1-hour minimum)	32.00 per hour
In-Place Compaction Test-Nuclear Gauge ASTM D 2922	
Sample Pickup	
Nuclear Density Gauge Fee (per project, per day)	15.00 each
Liquid Limit, Plastic Limit, Plasticity Index (3 point) ASTM D 4318	48.00 each
Sieve Analysis-Washed No. 200 (Wet) ASTM D 1140	35.00 per sieve
Sieve Analysis-Dry ASTM D 422	8.00 per sieve
Hydrometer Analysis ASTM D 422	90.00 each
Specific Gravity ASTM D 854	50.00 each
Soils Classification, Unified or AASHTO ASTM D 2487 or AASHTO M 145	110.00 each
Laboratory Maximum Compaction Test ASTM D 698 or AASHTO T 99	120.00 each
Laboratory Maximum Compaction Test ASTM D 1557 or AASHTO T 180	135.00 each
Potential Volume Change-Swell Pressure	100.00 each
California Bearing Ratio-CBR ASTM D 1883 (3 point) (Proctor curve additional)	150.00 each
Shrinkage ASTM D 427	50.00 each
Soil Bearing Capacity (Engineering Tech., 2-hour minimum)	45.00 per hour
Non-ASTM Procedures Available On Request	

CONCRETE:

Concrete Mix Design	Price on Request
Review Concrete Mix Design (Lab Supervisor)	45.00 per hour
Confirm Concrete Mix Design	Price on Request
Concrete Field Technician * (1-hour minimum): [For any of the following 6 items:]	32.00 per hour
• Unit Weight and Yield of Freshly Mixed Concrete ASTM C 138	
• Concrete Cylinder or Beam Molding ASTM C 31	
• Concrete Cylinder or Beam Pickup	
• Concrete Slump Test ASTM C 143	
• Concrete Air Content Test ASTM C 231 or C 173	
• Cement Mortar or Group Sampling	
AHTD-Qualified Concrete Technician: [For any of the foregoing 6 items:]	38.00 per hour
Compressive Strength of Concrete Test Cylinders ASTM C 39 (pad cap)	10.00 each
Compressive Strength of Concrete Test Cylinders ASTM C 39 (sulfur capped)	15.00 each
Spare Cylinders Specimens Processed but not Tested	10.00 each
Schmidt Hammer Testing (Engineering Tech, 2-hour minimum)	45.00 per hour

* ACI Grade I Concrete Field Testing Technician

TASK ORDER NO. 15

COMMERICAL HANGAR BUILDING

FAYETTEVILLE MUNICIPAL AIRPORT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Task Order is written pursuant to the basic agreement entitled CITY OF FAYETTEVILLE, AGREEMENT FOR ENGINEERING SERVICES, executed on April ____, 2003, as amended. The referenced basic agreement pertains to proposed improvements to Drake Field, Fayetteville's Municipal Airport. This Task Order entered into and executed on the date indicated below the signature block, by and between the City of Fayetteville and McClelland Consulting Engineers (MCE) sets forth the project description, project schedule, and engineering fees related to hangar improvements at the Fayetteville Municipal Airport.

SECTION I - PROJECT DESCRIPTION

The project is to consist of: assistance in applying for state funding for the project; the preliminary and final engineering design for a 120" by 80' Corporate Aircraft Hangar Building on the west side of the Airport; preliminary and final cost estimates; meetings with the City's Airport Department and their Tenet to review various aspects of the project; and engineering services associated with detailed design and construction.

SECTION II - PROJECT SCHEDULE

From the time the City of Fayetteville issues the Notice To Proceed (NTP), MCE will endeavor to execute the project as expeditiously as possible to enable the City of Fayetteville to solicit competitive bids for construction (as soon as possible late June to middle of July 2003).

SECTION III - SCOPE OF SERVICES

MCE shall, generally, provide those services listed in the basic agreement which are applicable to this specific Task Order. Specifically, this project is likely to include:

A. Assisting the City of Fayetteville in making application for a grant from the Arkansas Department of Aeronautics.

B. Topographic Surveying.

C. Performing preliminary engineering including Geotechnical Report.

D. Formulating preliminary and final construction cost estimates.

E. Meeting with the City of Fayetteville and their Tenet to discuss design criteria, desired features, and schedule.

F. Performing the detailed design of the construction project as determined by the City of Fayetteville and their Tenet.

G. Advertising for competitive bids and recommending the award of a construction contract.

H. Construction administration and inspection.

I. Construction staking for a baseline and benchmark.

J. Construction materials testing.

K. Providing a set of "Record Drawings" at the completion of construction based upon the Contractor's mark-ups.

SECTION IV - FEES AND PAYMENTS

The following fees are to be paid to MCE as compensation for his services:

A.	Application to State:	a lump sum of		$620.
B.	Topographic Survey :	a lump sum of		$900.
C.	Geotechnical Investigation:	a lump sum of		$2,300.
D.	Preliminary Engineering:	a lump sum of		$18,100.
E.	Detailed Design:	a lump sum of		$11,150.
F.	Bidding Service: :	a lump sum of		$1,200.
G.	Construction Administration & Inspection:	hourly rates,	estimated to be	$21,750.
H.	Construction Staking:	a lump sum of		$650.
I.	Construction materials testing:	hourly rates & unit prices,	estimated to be	$2,600.

Appendices A, B, C, & D presents hourly rates for personnel anticipated to be assigned to this project and the unit prices as well as the basis of payments to be made to the MCE.

SECTON V - BASIC AGREEMENT IN EFFECT:

Except as amended specifically herein, the basic AGREEMENT FOR ENGINEERING SERVICES shall remain in full force as originally approved and executed.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed as of the date and year first herein written.

FOR THE CITY OF FAYETTEVILLE:

By: ______________________________

Mayor

Attest: ______________________________

Date: ______________________________

FOR McCLELLAND CONSULTING ENGINEERS, INC.:

By: ______________________________

President

Attest: ______________________________

Vice President

McClelland Hangar
Contract
A. 6. Page 18

APPENDIX "A"

BASIS FOR PAYMENTS TO THE ENGINEER

TASK ORDER NO. 15
80' BY 120' CORPORATE HANGAR
FAYETTEVILLE MUNICIPAL AIRPORT

LINE	TASK DESCRIPTION (CLASSIFICATION ▸ / HOURLY RATE ▸)	PROJECT DIRECTOR $105.00	PROJECT MGR./ENGR. $90.00	PROJECT ENGINEER $80.00	ENGINEERING TECHNICIAN $57.00	CADD OPER. 1 $59.00	CADD OPER. 2 $49.00	CADD OPER. 3 $34.00	LICENSED SURVEYOR $60.00	SURVEY CREW $95.00	CLERK TYPIST $35.00	INSPECTOR $43.00	MILEAGE $0.35	SUB.-CONS. FEE	DIRECT EXPENSE	EXTE[NDED] TO[TAL]
A	APPLICATION TO STATE FOR FUNDING	0	3	1	0.5	0	3	0	0	0	2	0	0	$0.00	$20.00	$
B	SURVEYING															
	TOPOGRAPHIC SURVEY		1		4				2	4			30		$75	$904
C	GEOTECHNICAL INVESTIGATION		0.5												$2,250.00	$2,295
D	PRELIMINARY ENGINEERING															
	SCOPING MEETING	1	1													$195.00
	SURVEYING		1						1	3			14		$50.00	$489.
	PRELIMINARY LAYOUT		0.5	1			2									$223.
	DES. DEVEL.: DRAWING ORGANIZATION			0.5				1.5								$91.00
	DES. DEVEL.: GRADING PLAN/SET ELEVATIONS		1	1	1		2									$325.00
	DES. DEVEL.: DRAINAGE PLAN		1	1				4								$306.00
	DES. DEVEL.: UTILITY PLAN/UTILITY SERVICES		1	2			4									$446.00
	DES. DEVEL.: HANGAR PLAN/STRUCTURAL		1	2			3	6								$601.00
	DES. DEVEL.: FLOOR/FOUNDATION PLAN		1	2			2	4								$484.00
	DES. DEVEL.: AIRSIDE ACCESS PLAN		0.5	1			2	1								$257.00
	DES. DEVEL.: LANDSIDE ACCESS PLAN		2	2			4									$536.00
	DES. DEVEL.: ELECTRICAL/MECHANICAL PLAN	1	1	1		2	2				1		5	$8,500.00	$350.00	$9,377.75
	DES. DEVEL.: OFFICE PLAN	1	2			2	2						10	$3,000.00	$200.00	$3,704.50
	OUTLINE SPECIFICATIONS		1	0.5							2					$200.00
	UPDATE COST ESTIMATE		0.5	1												$125.00
	IN-HOUSE QA REVIEWS		2			2										$298.00
	MEETING WITH OWNER		2	2									15		$60.00	$405.25
	SUBTOTAL, PRELIMINARY ENGINEERING	3	18.5	17	1	6	23	18.5	1	3	3	0	44	$11,500.00	$660.00	$18,064.40
E	DETAILED PLANS															
	DETAIL DES.: DRAWING ORGANIZATION						1									$49.00
	DETAIL DES.: GRADING PLAN & DETAILS		0.5	1.5			2	6								$467.00
	DETAIL DES.: DRAINAGE PLAN & DETAILS		0.5	6			2									$623.00
	DETAIL DES.: UTILITY PLAN & DETAILS		2	2		1	2									$497.00
	DETAIL DES.:HANGAR PLAN & DETAILS		2	8		2	8	12								$1,738.00
	DETAIL DES.: FLOOR/FOUNDATION PLAN		2	2		0.5	4	10								$905.50
	DETAIL DES.: AIRSIDE ACCESS PLAN DETAILS		0.5	1		0.5	2	4								$388.50
	DETAIL DES.: LANDSIDE ACCESS PLAN DETAILS		2	10			4	4								$1,312.
	DETAIL DES.: ELECTRICAL PLAN & DETAILS		1			2	2				0.5		5	included above	included above	$325
	DETAIL DES.: OFFICE PLAN & DETAILS		2	2		1		2			0.5		10			
	SPECIFICATIONS		2	24							16				$200.00	$2,860.00
	IN-HOUSE REVIEWS	1	2	1		2										$483.00
	FINAL COST ESTIMATE		1	4							1			included above	included above	$445.00
	REVIEW MEETING WITH OWNER		2	2									15	included above	included above	$345.25
	REVISIONS TO PLANS & SPECS		1	1		1	2	8			1				$75.00	$709.00
	SUBTOTAL, DETAILED DESIGN	1	20.5	64.5	0	10	29	46	0	0	19	0	30	$0.00	$275.00	$11,147.50
F	BIDDING	0	4	6	2	0	0	0	0	0	1	0	10	$150.00	$50.00	$1,192.50
G	CONSTR. ADMIN. AND INSPECTION															
	CONSTR. ADMINISTRATION	1	10	30							8					$3,685.00
	CONSTR. INSPECTION											400	650	$650.00		$18,077.50
	SUBTOTAL, CONSTRUCTION PHASE	1	10	30	0	0	0	0	0	0	8	400	650	$650.00	$0.00	$21,762.50
H	CONSTRUCTION STAKING	0	0	0.5	0	0	0	0	1	5.5	0	0	10	$0.00	$15.00	$641.00
I	CONSTRUCTION MT'LS TESTING (Estimated To Be)	0	1	3	0	0	0	0	0	0	0	0	40	$0.00	$2,250.00	$2,594.00
	GRAND TOTAL, ENGINEERING SERVICES	5	57	122	3.5	16	65	62.5	2	8.5	33	400	794	$12,300.00	$3,270.00	$59,215.90

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APPENDIX B
TASK ORDER NO. 15
Hourly Rates for Personnel
Fayetteville Municipal Airport

CATEGORY	BILLABLE HOURLY RATE RANGE
Project Director	$105 to $130
Project Manager	$85 to $105
Engineer III	$70 to $85
Engineer II	$50 to $70
Engineer I	$40 to $50
Registered Surveyor	$40 to $55
Computer Technician	$46 to $55
Senior Engineering Technician	$55 to $65
Engineering Technician	$45 to $55
Survey Crew (2 man)	$80 to $105
Clerical Support	$25 to $45
CADD Technician III	$50 to $60
CADD Technician II	$40 to $50
CADD Technician I	$25 to $40
Soils Lab Supervisor	$35 to $50
Soils Technician II	$30 to $35
Soils Technician I	$25 to $30

APPENDIX "C"

TASK ORDER NO. 15
GEOTECHNICAL INVESTIGATION
80' BY 120' CORPORATE HANGAR
DRAKE FIELD, FAYETTEVILLE MUNICIPAL AIRPORT

April 18, 2003

Item No.	Item Description / ASTM Designation	Quantity	Units	Unit Price	Extended
1	Equipment Mobilization and Demobilization ($2.10/mi each wa	1	LS	$75.00	$75.00
				Subtotal	$75.00
2	Boring Layout	1	HR	$60.00	$60.00
	Boring Setup Charges	3	EA	$35.00	$105.00
				Subtotal	$165.00
3	Soil Drilling and Sampling, ASTM D-1586 & ASTM D-1587				
	Soil Drilling in Apron Area (3 Borings - 15 feet max.)	75	LF	$8.50	$637.50
				Subtotal	$637.50
4	Soil and Rock Laboratory Testing				
	ASTM D-2216, Moisture Content Determination	18	EA	$12.00	$216.00
	ASTM D-4318, Liquid and Plastic Limit of Soils	3	EA	$55.00	$165.00
	ASTM D-422, Gradation Analysis of Soils (6 Sieves)	3	EA	$50.00	$150.00
	ASTM D-2166, Dry Unit Weight of Soil Specimens	4	EA	$12.00	$48.00
	ASTM D-2166, Unconfined Compressive Strength of Soils	2	EA	$40.00	$80.00
				Subtotal	$659.00
5	Geotechnical Engineering Report and Recommendations				
	Engineering Supervision (Project Manager)	2	HR	$105.00	$210.00
	Engineering Analysis & Recommendations (Project Engr.)	4	HR	$75.00	$300.00
	Boring Plot Log Preparation (Senior Draftsman)	2	HR	$60.00	$120.00
	Boring Plot Plan Preparation (Draftsman)	1	HR	$45.00	$45.00
	Report Preparation (Clerical)	1	HR	$35.00	$35.00
				Subtotal	$710.00
	ESTIMATED GEOTECHNICAL INVESTIGATION				**$2,246.50**

APPENDIX D
CONSTRUCTION MATERIALS LABORATORY
FEE SCHEDULE
TASK ORDER NO. 15

CONCRETE (Continued):

Flexural Strength of Concrete Beams ASTM C 78 or C 293	25.00 each
Spare Beam Specimens Processed but not Tested	20.00 each
Compressive Strength of Grout Cubes	20.00 each
Compressive Strength of Cement Mortar Cubes	15.00 each
Concrete Coring (3" or 4"):	
Core Machine & Lab Technician	60.00 per hour
Additional Lab Technician, as required	32.00 per hour
Compressive Strength of Concrete Cores (3" or 4")	30.00 each
Other Core Sizes	Price on Request
Aggregate Sieve Analysis:	
Dry Sieve ASTM C 136	8.00 each
Wet Sieve ASTM C 117	35.00 each
Fineness Modules	25.00 each
Decantation	30.00 each
Deleterious Materials	60.00 each
Specific Gravity and Absorption of Aggregate ASTM C 127 & C 128	85.00 each
Dry Rodded Unit Weight of Aggregate ASTM C 29	50.00 each
Sodium or Magnesium Sulfate Soundness (5 cycles) ASTM C 88	250.00 each
Additional Cycles	50.00 each

ASPHALT:

Asphalt Mix Design	Price on Request
Review Asphalt Mix Design (Lab Supervisor)	45.00 per hour
Asphalt Field Technician	
In-Place Compaction Test-Nuclear Gauge (Lab Technician)	32.00 per hour
Sample Pickup	32.00 per hour
Marshall Test including Stability, Flow, Laboratory Density, Percent Air Voids, Percent Voids in Mineral Aggregate (3 specimens per test)	225.00 each
Extraction including percent Bitumen and Aggregate Gradation	170.00 each
Laboratory Density of Cored Plugs including Depth Measurement	25.00 each
Asphalt Coring (3" or 4"):	
Core Machine & Lab Technician	60.00 per hour
Additional Lab Technician, if required	32.00 per hour
Sample Pickup	32.00 per hour

FIREPROOFING:

Unit Weight, Bonding Strength, Thickness and Sampling (actual time required for Lab Technicians)	32.00 per hour/Tech.
Report Preparation (Lab Supervisor)	45.00 per hour

STRUCTURAL STEEL:

Bolt Torque Testing: Lab Technician(s)	32.00 per hour
Field Engineer	65.00 per hour
Pneumatic Torque Wrench Calibration (twice per day)	50.00 each
Visual Weld Inspection Field Engineer	70.00 per hour

Services not Listed are Available on Request

APPENDIX D
CONSTRUCTION MATERIALS LABORATORY
FEE SCHEDULE
TASK ORDER NO. 15

GENERAL:

Laboratory Field Technician *	$ 32.00 per hour
AHTD-Qualified Technician*	38.00 per hour
Engineering Technician *	50.00 per hour
Senior Engineering Technician	61.00 per hour
Lab Supervisor	45.00 per hour
Consultation:	
Lab Supervisor	45.00 per hour
Field Engineer	65.00 per hour
Project Engineer	75.00 per hour
Project Manager	105.00 per hour
Principal Engineer	120.00 per hour
Lab Report Preparation	30.00 per hour

SOILS:

AHTD-Qualified Field Technician	38.00 per hour
Soils Field Technician (1-hour minimum)	32.00 per hour
In-Place Compaction Test-Nuclear Gauge ASTM D 2922	
Sample Pickup	
Nuclear Density Gauge Fee (per project, per day)	15.00 each
Liquid Limit, Plastic Limit, Plasticity Index (3 point) ASTM D 4318	48.00 each
Sieve Analysis-Washed No. 200 (Wet) ASTM D 1140	35.00 per sieve
Sieve Analysis-Dry ASTM D 422	8.00 per sieve
Hydrometer Analysis ASTM D 422	90.00 each
Specific Gravity ASTM D 854	50.00 each
Soils Classification, Unified or AASHTO ASTM D 2487 or AASHTO M 145	110.00 each
Laboratory Maximum Compaction Test ASTM D 698 or AASHTO T 99	120.00 each
Laboratory Maximum Compaction Test ASTM D 1557 or AASHTO T 180	135.00 each
Potential Volume Change-Swell Pressure	100.00 each
California Bearing Ratio-CBR ASTM D 1883 (3 point) (Proctor curve additional)	150.00 each
Shrinkage ASTM D 427	50.00 each
Soil Bearing Capacity (Engineering Tech., 2-hour minimum)	45.00 per hour
Non-ASTM Procedures Available On Request	

CONCRETE:

Concrete Mix Design	Price on Request
Review Concrete Mix Design (Lab Supervisor)	45.00 per hour
Confirm Concrete Mix Design	Price on Request
Concrete Field Technician * (1-hour minimum): [For any of the following 6 items:]	32.00 per hour

- Unit Weight and Yield of Freshly Mixed Concrete ASTM C 138
  - Concrete Cylinder or Beam Molding ASTM C 31
  - Concrete Cylinder or Beam Pickup
  - Concrete Slump Test ASTM C 143
  - Concrete Air Content Test ASTM C 231 or C 173
  - Cement Mortar or Group Sampling

AHTD-Qualified Concrete Technician: [For any of the foregoing 6 items:]	38.00 per hour
Compressive Strength of Concrete Test Cylinders ASTM C 39 (pad cap)	10.00 each
Compressive Strength of Concrete Test Cylinders ASTM C 39 (sulfur capped)	15.00 each
Spare Cylinders Specimens Processed but not Tested	10.00 each
Schmidt Hammer Testing (Engineering Tech, 2-hour minimum)	45.00 per hour

* ACI Grade I Concrete Field Testing Technician

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

x AGENDA REQUEST

For the Fayetteville City Council Meeting of: May 6. 2003

FROM:

Connie Edmonston	Parks and Recreation	Operations
Name	Division	Department

ACTION REQUIRED: Resolution to accept the recommendation of the Fayetteville Parks and Recreation Advisory Board to accept money-in-lieu of land for the Park Land Dedication requirement of Lazenby Apartments.

SUMMARY EXPLANATION: See attached memo.

STAFF RECOMMENDATION: Approval of resolution.

	Date
Connie Edmonston — Division Head	4-14-03
City Attorney	4-15-03
Department Director	4-14-03
Finance & Internal Services Dir.	4-15-03
Hugh Earnest — Chief Administrative Officer	4-15-03
Dan Coody — Mayor	4/15/03

Received in Mayor's Office 4/15/03 P.H.
Date

Cross Reference:

Previous Ord/Res#:

Orig. Contract Date:

Orig. Contract Number:

New Item: Yes No

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT THE RECOMMENDATION OF THE FAYETTEVILLE PARKS AND RECREATION ADVISORY BOARD TO ACCEPT A CASH CONTRIBUTION THE PARK LAND DEDICATION REQUIREMENT FOR LAZENBY APARTMENTS LARGE SCALE DEVELOPMENT

WHEREAS, the developer of Lazenby Apartments has agreed to contribute and the Parks and Recreation Advisory Board has recommended the City accept $62,880.00 in lieu of a park land dedication of 2.72 acres.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby accepts the recommendation of the Fayetteville Parks and Recreation Advisory Board to accept a cash contribution of $62,880.00 in lieu of park land dedication from Lazenby Apartments pursuant to the Unified Development Ordinance §166.03 K.

PASSED and **APPROVED** this the 6th day of May, 2003.

APPROVED:

By: ____________________
DAN COODY, Mayor

ATTEST:

By: ____________________
Sondra Smith, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Mayor Coody and City Council

THRU: Gary Dumas, Director of Operations

FROM: Connie Edmonston, Parks and Recreation Director CE

DATE: April 14, 2003

SUBJECT: Lazenby Apartments Park Land Ordinance Requirement

Background
Lazenby Apartments is a proposed large scale development located on Razorback Road, south of the State Revenues Office and north of Baum Stadium. The owner is Bill Lazenby and the engineering firm is Landtech Engineering, Incorporated. The development contains 160 multi-family units on 7.99 acres. The requirement for park land is 2.72 acres and money in lieu is $62,880. The Park Land Dedication Ordinance states if a large scale development is over 40 acres or 100 units, the requirement is land.

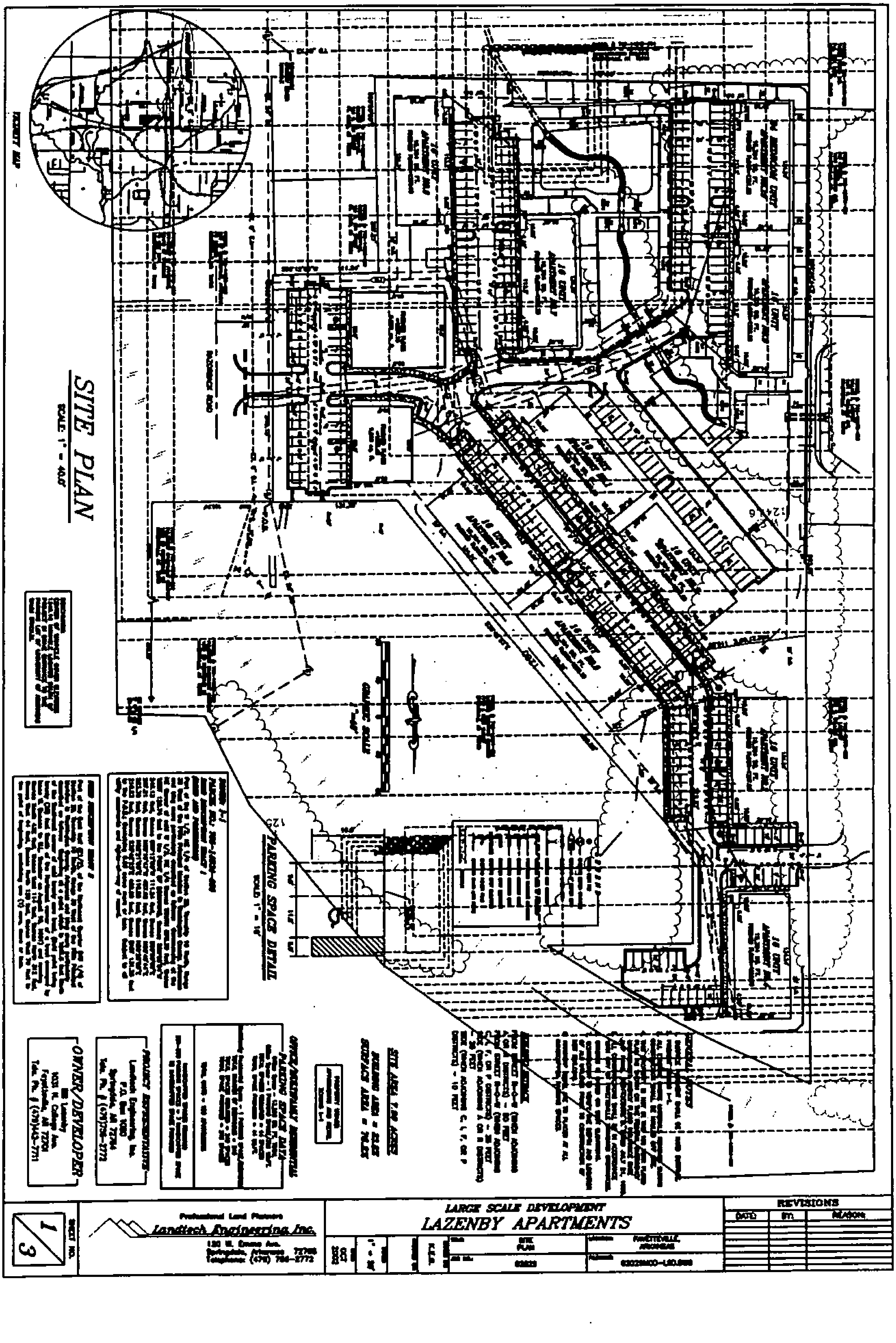
> *"...However, if the Parks and Recreation Advisory Board determines that a neighborhood park is not feasible or advisable, it may recommend to the City Council that a cash contribution pursuant to our ordinance be accepted in lieu of land dedication. The City Council will either accept the recommendation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

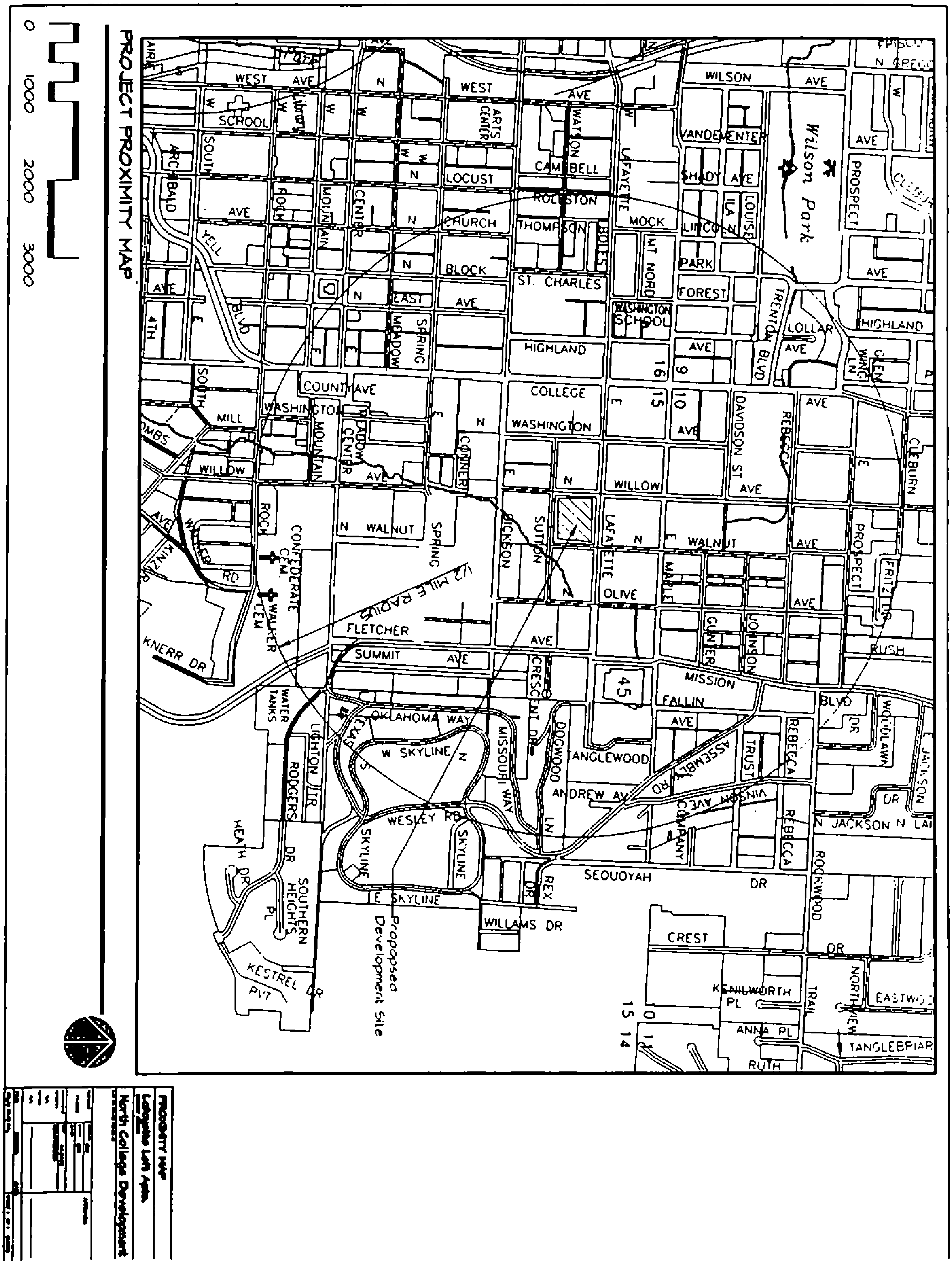
Current Status
Parks and Recreation staff met with the engineering firm to evaluate the site. The development was presented to the Parks and Recreation Advisory Board on April 7, 2003. See attached minutes.

Recommendation
The Parks and Recreation Staff and Parks and Recreation Advisory Board recommend money in lieu as the Park Land Dedication requirement for Lazenby Apartments. Funds collected from this development will be used for park improvements in the southwest park district. Existing and proposed parks or recreational areas in close proximity to this development include Greathouse Park (6 acres), Ellis Development on Beechwood and 15th Street (6.65 acres – To date, no deed has been received.), and the University of Arkansas Intramural Fields, High School Sport Fields, and Boys and Girls Club. The developer had originally recommended a combination of land and money; however, at the Parks and Recreation meeting, he agreed to the money in lieu requirement. If you have any questions, please call me at 444-3471.

Attachments:
Location Map
Proposed Subdivision and Park Layout
PRAB April 7, 2003 Meeting Minutes
Letter from Landtech Engineering, Inc.

Lazenby Park Land Dedication
A. 7. Page 4




PROJECT PROXIMITY MAP
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Propopsed Development Site
Wilson Park
CONFEDERATE CEM.
WALKER CEM
WATER TANKS
WASHINGTON SCHOOL
ARTS CENTER
PROPERTY MAP
Lafayette Loft Apts.
North College Development

Landtech Engineering, Inc.

Professional Land Planners

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

RE: Lazenby Apartments

This letter is to request that the Parks and Recreation take a combination of land dedication and money for the above referenced projects. Please find attached two copies of the project layout We would like the Board to consider dedication to be allowed in the Detention Pond area which would remain dry except for the designated steam as shown on the LSD. We would like to be placed on the April 7th agenda for Parks and Recreation Meeting to allow the project to continue with the approval process to go to the May 12th Planning Commission Meeting. We would like to thank you for your consideration in this matter.

Sincerely,

Leonard Gabbard
Project Engineer

720 W. Emma Ave. • P.O. Box 1060 • Springdale, Arkansas 72765 • Telephone (479) 756-2772 • Fax (479) 756-6452

PARKS AND RECREATION ADVISORY BOARD
Meeting Minutes
April 7, 2003

Present:
Parks and Recreation Advisory Board members Bailey, Hill, Colwell, Eads, Pawlik-Holmes, and Mauritson; City staff Edmonston, Coles, Hatfield, Nelson, Turner, Wright; and Audience.

4. Park Land Dedication

Development Name:	Lazenby Apartments
Engineer:	Landtech Engineering, Inc., Don Hillis
Owner:	Bill Lazenby
Location:	Razorback Road, adjacent to the State Revenue Offices and Baum Stadium
Park District: SW	
Units:	160 Multi-Family Units
Total Acres:	7.99 acres
Land Dedication Requirement:	2.72 acres
Money in Lieu Requirement:	$62,880
Existing Parks:	Greathouse Park (6 acres), University of Arkansas Intramural Fields
Staff Recommendation:	Money in lieu of land
Developer's Request:	Combination of money and park land dedication
Justification:	Development is in close proximity to the University's intramural fields. The land the developer wishes to dedicate is located within the site's detention ponds, therefore rendering the land unusable during periods of rain.

Leonard Gabbard of Landtech Engineering said he would concur with Park staff's recommendation for the Park Land Dedication requirement to be money in lieu of land. He stated he was planning to develop the detention pond area into a lawn area with benches, picnic tables, and landscaping.

MOTION:
Ms. Pawlik-Holmes moved to accept money in lieu of a land dedication to satisfy the Park Land Dedication Ordinance for the proposed Lazenby Apartments development and request a waiver from City Council.

Mr. Colwell seconded the motion.

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

PM

P.02

Landtech Engineering, Inc.

Professional Land Planners

April 14, 2003

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

RE: Lazenby Apartments

This letter is to request as discussed at the April 7th Meetingthat the Parks and Recreation take money in lieu of land dedication for the above referenced projects, to allow the project to continue with the approval process to go to the Next Planning Commission Meeting. We would like to thank you for your consideration in this matter.

Sincerely,

Leonard Gabbard
Project Engineer

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

New Business

STAFF AGENDA REQUEST FORM

R-PZD 03-1.00
B. 1. Page 1

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:

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 T. Warrick
Zoning & Development Administrator

3/28/03
Date

Director of Community Planning & Engineering Services

3-28-03
Date

City Attorney

3/28/03
Date

Hugh Earnest
Chief Admin. Officer

3-28-03
Date

Dan Coody
Mayor

3/28/03
Date

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

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.

. . . . ETTEVILLE

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

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CURRENT STATUS

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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 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

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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;

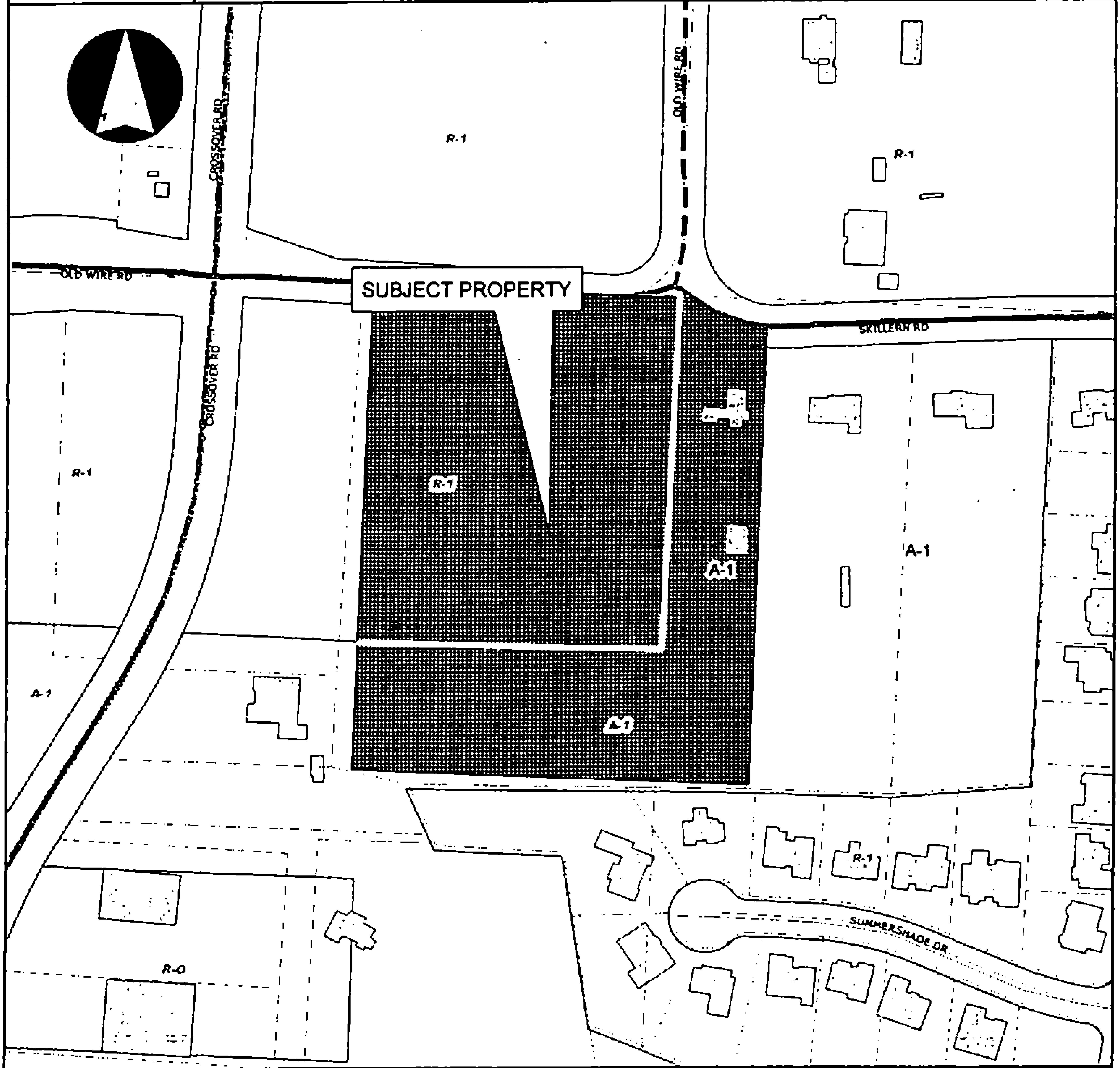
   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

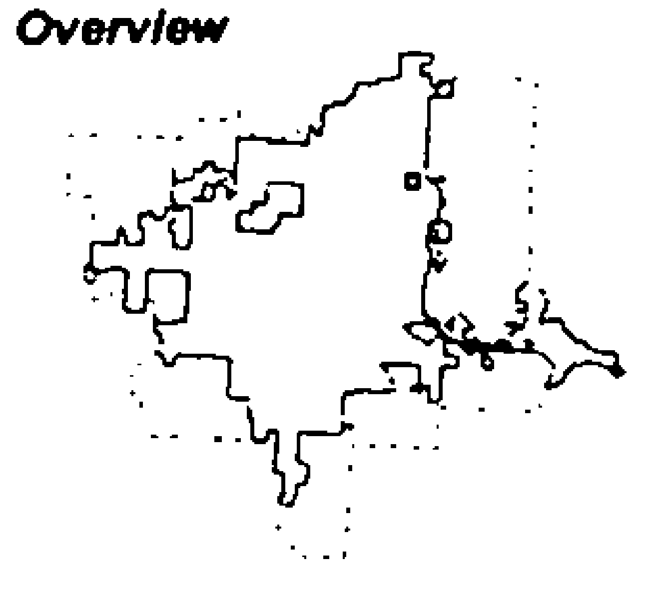
PZD03-1.00

Close Up View

JACKSON PLACE



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

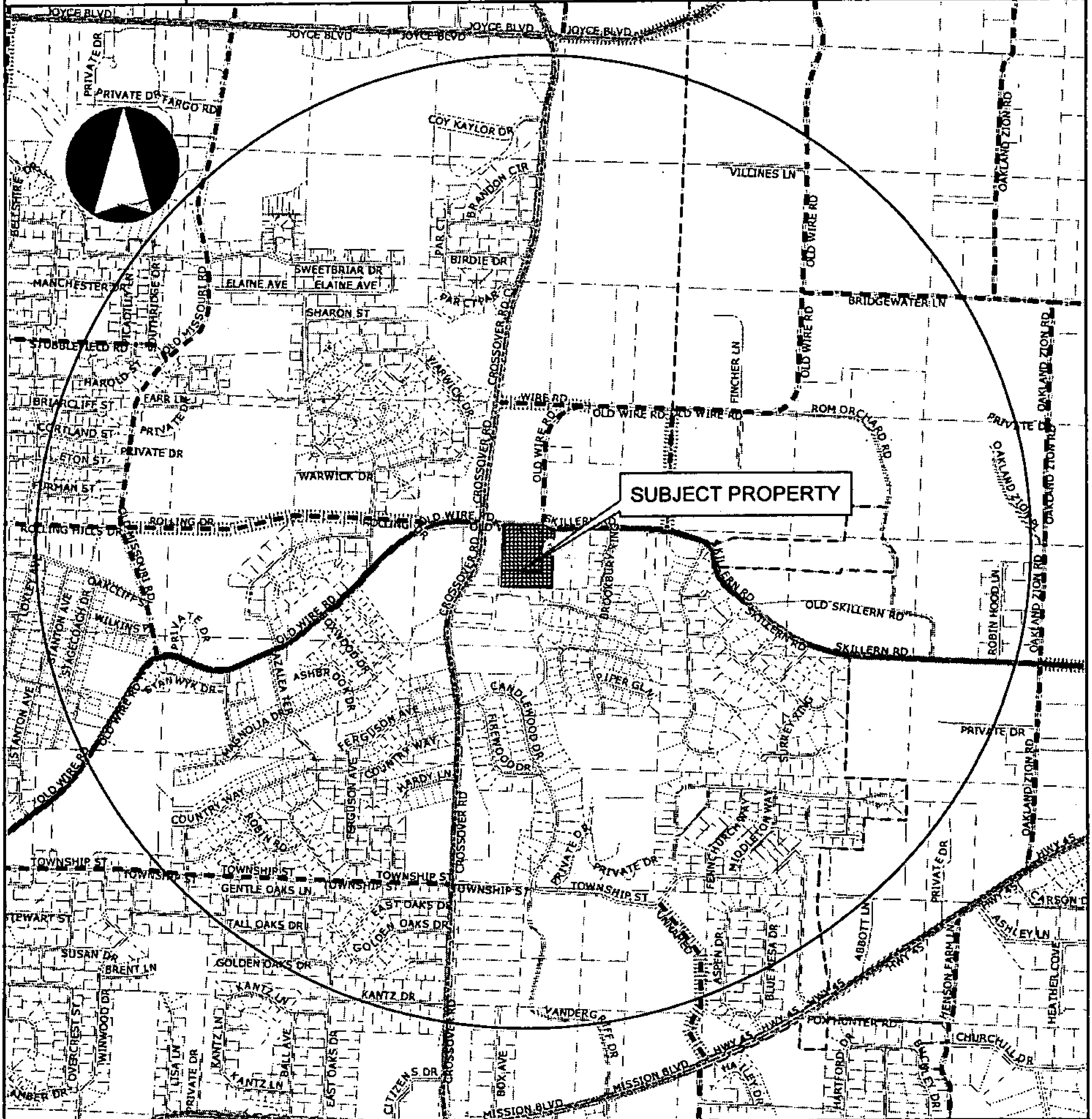
Historic Collector

0 75 150 300 450 600 Feet

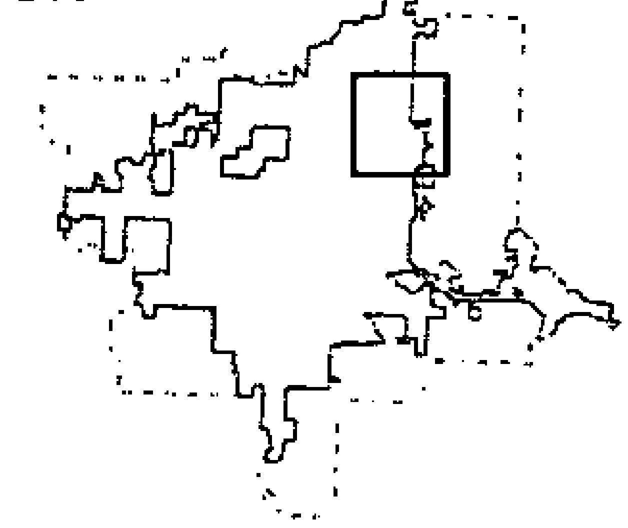
PZD03-1.00

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

STAFF REVIEW FORM

Wilson Springs Land Sale
C. 1. Page 1

x AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council Meeting of: May 6, 2003

FROM:

Dan Coody		Mayor
Name	Division	Department

ACTION REQUIRED: Approval of resolution authorizing Mayor to enter into a Real Estate Purchase and Sale Contract between Legacy Project, LLC , and the City of Fayetteville for approximately 289 acres of land on the north side of Interstate 540 (Wilson Springs Business Park) for $5,200,000.00.

COST TO CITY:

($5,200,000.00)	$ 371,320 -	Wilson Springs Business Park
Cost of this request		Program Category / Project Name
1010-0001-4881-02	$ 371,320 -	
Account Number	Funds Used to Date	Program / Project Category Name
95075-00	$ -0- -	General FUnd
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	4/23/03 Date	Purchasing Manager	Date

STAFF RECOMMENDATION:

Division Head	Date
Department Director	Date
Finance & Internal Services Dir.	4-23-03 Date
Chief Administrative Officer	4-23-03 Date
Mayor	4/23/03 Date

Cross Reference

Rec'd in Mayor's Office ____

New Item: Yes No

Previous Ord/Res#: ____

Orig. Contract Date ____

Orig. Contract Number ____

RESOLUTION NO. ______

A RESOLUTION TO APPROVE THE REAL ESTATE PURCHASE AND SALE CONTRACT WHEREIN LEGACY PROJECT LLC PURCHASES THE 289 ACRE I-540 BUSINESS PARK SITE FROM THE CITY OF FAYETTEVILLE FOR 5.2 MILLION DOLLARS AND OTHER CONSIDERATION

WHEREAS, Mayor Dan Coody has negotiated the sale of I-540 Business Park site to Legacy Project LLC for 5.2 million dollars and Legacy Project's commitment to preserve and protect 100 acres of wetland or near wetlands until it conveys this 100 acres to an environmental conservation non-profit organization; and

WHEREAS, the City of Fayetteville is empowered by A.C.A. §14-54-302 with the authority to buy, sell and convey real estate and the City Council can authorize the Mayor to execute such contract to sell municipally owned real estate.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the Real Estate Purchase And Sale Contract Between Legacy Project, LLC And The City Of Fayetteville (attached as Exhibit A) in which the City sells its 289 acre I-540 Business Park acreage to Legacy Project LLC for $5.2 million plus Legacy Project LLC's agreement to convey 100 acres of this property which is wetland or near wetland to an environmental conservation non-profit organization.

Section 2. That the City Council of the City of Fayetteville, Arkansas repeals or amends any Resolution that is in conflict with this Resolution or the terms of the Contract attached as Exhibit A.

PASSED and **APPROVED** this the 6th day of May, 2003

APPROVED:

DRAFT

By: ______________________
DAN COODY, Mayor

ATTEST:

By: ______________________
Sondra Smith, City Clerk

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

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

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

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

FROM: **Kit Williams**, City Attorney

DATE: **April 23, 2003**

RE: **Legacy Project Contract**

I have reviewed and negotiated revisions along with Mayor Coody and City Staff for the proposed 5.2 million dollar Land Sale Contract with Legacy Project LLC. The Mayor, City Staff, and I now can recommend approval of the Contract presented for your consideration.

Basically, this Contract is a land sale contract for 5.2 million dollars which will not become final until and unless Legacy Project LLC's development project is finally approved in a form and manner acceptable to Legacy Project LLC by the final city body empowered to approve the development (either the Planning Commission or City Council). Once final approval for Legacy Project LLC has been granted, the remaining requirements of the Contract including the payment of the $5.2 million become legally enforceable. Up until final acceptable approval is granted, Legacy Project LLC can walk away with only its Earnest Money in jeopardy (to reimburse the City for the Title Commitment and Survey).

Once Legacy Project, LLC's development is underway and it begins infrastructure construction, the City is empowered to use money from a state grant to reimburse Legacy Project, LLC's infrastructure expenditures up to $700,000.00.

This Contract also ensures that 100 acres of wetland or land adjoining or near the wetland shall be preserved and protected by Legacy Project and then donated by Legacy Project LLC to an "environmental conservation non-profit organization".

If any alderman has any questions concerning terms, conditions, or sections of this Contract, please call me at your convenience.

REAL ESTATE PURCHASE AND SALE CONTRACT BETWEEN LEGACY PROJECT, LLC AND THE CITY OF FAYETTEVILLE

Subject to the terms and provisions contained herein, the **City of Fayetteville**, Washington County, Arkansas, (hereinafter "City of Fayetteville"), hereby agrees to sell and convey to **Legacy Project, LLC**, an Arkansas limited liability company, and/or its assigns (hereinafter "Legacy Project"), and **Legacy Project** hereby agrees to buy from and pay to the **City of Fayetteville** for that certain parcel of land (the "Land") generally located on the north side of Interstate 540, situated in the City of Fayetteville, Washington County, Arkansas, containing approximately 289 acres of land, more or less, said land being identified and/or described on Exhibit "A" attached hereto and made a part hereof. A legal description of the Property shall be determined from the survey provided for below, and such legal description may be substituted as Exhibit "A" hereto and shall be the legal description used in the deed from the City of Fayetteville to Legacy Project.

This Contract is executed and is subject to the following terms and conditions:

1. **Purchase Price**. The Purchase Price for the Property shall be **Five Million Two Hundred Thousand Dollars ($5,200,000.00)**. The Purchase Price shall be payable at Closing (as hereinafter defined), in cash, by cashier's or certified check, or by wire transfer of immediately available funds, less the prorations and adjustments set forth in this Contract.

2. **Earnest Money**. Within seven (7) business days after the approval of this Contract by the Fayetteville City Council, Legacy Project shall deposit with the City of Fayetteville, the sum of Ten Thousand Dollars ($10,000.00) as Earnest Money. The Earnest Money shall be either cash or check payable to the City of Fayetteville. If this Contract closes, the Earnest Money shall be applied to the Purchase Price.

3. **Survey**. Within thirty (30) days following the approval of this contract by the Fayetteville City Council, Fayetteville shall cause a current updated ALTA survey to be made of the Property, by a licensed surveyor or registered professional reasonably acceptable to Legacy Project and shall furnish Legacy Project the Survey. The Survey shall indicate:

a. That the corners of the Property have been properly monumented;

b. The perimeter boundaries of the Property;

c. The location of all improvements upon or bounding the Property;

d. The location of all easements within or traversing the Property, if any, giving recording data where applicable;

e. The location of all roadways traversing, adjoining or bounding the Property, giving recording data where applicable;

f. That there are no encroachments except as may be specifically shown on the Survey; and

g. The number of "net acreage" of land within the Property which shall consist one hundred eighty nine (189) acres more or less. As used herein, the term "net acreage" shall mean the total number of acres of land within the Property, excluding any land lying within any existing river, creek, lake, waterway, wetland, drainage-way, rail way, 100-year flood plain, or special flood hazard area.

The Survey shall contain a certification from the surveyor or engineer to Legacy Project, and any lender designated by Legacy Project, which certification shall be in form and substance as the Surveyor's Certificate attached hereto as Exhibit "B".

4. **<u>Title Commitment</u>**. Within forty-five (45) days following the approval of this Contract by the Fayetteville City Council, the City of Fayetteville, at its sole cost and expense, shall cause to be furnished to Legacy Project a current title commitment for an owner's title insurance policy (the "Title Commitment") issued through the Title Company, setting forth the status of title of the Property and all exceptions, including rights-of-way, easements, restrictions, covenants, reservations and other conditions, if any, affecting the Property which would appear in an owner's title insurance policy if issued, together with true, legible copies of all instruments referred to in the Title Commitment affecting title to the Property.

5. **<u>Additional Information</u>**. Within fifteen (15) days following the approval of this contract by the City Council, the City of Fayetteville shall furnish to Legacy Project the following:

a. Legible, accurate and complete copies of the most recent ad valorem tax statements affecting the Property from all taxing authorities having jurisdiction over the Property;

b. Copies of all leases, if any, (together with all amendments or modifications thereto), service contracts, warranties or other agreements affecting the Property; and

c. To the extent available to City of Fayetteville, all engineering studies, surveys, soil tests, environmental reports or studies, feasibility, demographic or economic studies, aerial photographs, topographical maps, and copies of all plans and specifications, including site plans for improvements, facilities and utilities to be constructed on or adjacent to the Property.

6. **<u>Review of Title and Survey</u>**. Legacy Project shall have a period (the "Review Period") ending thirty (30) days after the date on which Legacy Project receives the last of (i) the Title Commitment; (ii) the Survey required in **Section 3** above; and (iii) the additional information required in **Section 5** above, in which to notify City of Fayetteville of any objections Legacy Project has to any matters shown or referred to in the Title Commitment or the Survey. Any exception to which Legacy Project does not object shall be considered as a "Permitted Exception". In the event Legacy Project notifies City of Fayetteville of any unacceptable exceptions or conditions, City of Fayetteville shall have thirty (30) days thereafter (the "City of Fayetteville's Cure Period") in which to eliminate or modify such unacceptable exceptions or conditions in a manner reasonably acceptable to Legacy Project. In the event City of Fayetteville is unable to eliminate or modify such unacceptable exceptions or conditions to the satisfaction of Legacy Project within City of Fayetteville's Cure Period, then in that event Legacy Project may

terminate this Contract by providing written notice to City of Fayetteville at any time at or prior to Closing, in which event this Contract shall terminate and the Earnest Money shall be returned to Legacy Project and the parties hereto shall have no further obligations one to the other.

7. **Inspection**. At all times prior to Closing, Legacy Project, its agents, representatives and designees (including prospective lenders, tenants, occupants and users of the Property and their agents and representatives) shall have the right to enter the Property to conduct any investigations, soil tests, environmental assessments and engineering and feasibility studies as may deemed necessary or advisable in connection with the purchase or use of the Property; provided, however, Legacy Project shall be responsible for any damages to the Property caused by Legacy Project, its agents, representatives and designees.

If it should be determined by Legacy Project, in its sole and absolute discretion, that the Property is not suitable for the purposes for which Legacy Project intends to utilize the Property, then Legacy Project shall be entitled to terminate this Contract by giving written notice thereof to City of Fayetteville prior to the expiration of the Inspection Period (as hereinafter defined), whereupon the Earnest Money less Fayetteville's cost of obtaining the Title Commitment and for the Survey, shall be returned to Legacy Project, and thereafter City of Fayetteville and Legacy Project shall have no further obligations or liabilities to each other hereunder.

"Inspection Period" shall mean that period beginning upon the approval by the Fayetteville City Council of this Contract and ending at the time that the Fayetteville Planning Commission has approved the Preliminary Plat or Large Scale Development for this land in a form and manner acceptable to Legacy Project with no appeal taken to the City Council or when the City Council approved a Planned Zoning District for this project in a form and manner acceptable to Legacy Project or approves (on appeal) the Preliminary Plat or Large Scale Development for this property or major part thereof in a form and manner acceptable to Legacy Project.

Upon such final approval by the Planning Commission or City Council of a Large Scale Development, Preliminary Plat or Planned Zoning District in a form and manner acceptable to Legacy Project, the Inspection Period expires and Legacy Project loses its right to terminate this contract.

8. **Approvals**. City of Fayetteville agrees to cooperate with Legacy Project in obtaining any and all authorizations, approvals, and permits required and needed to develop this property as a Planned Zoning District, Preliminary Plat or Large Scale Development. In the event all such authorizations and approvals from the Fayetteville City Council and Fayetteville Planning Commission are not obtained by Legacy Project, Legacy Project shall have the right to terminate this contract without further liability and to be refunded the Earnest Money by the City of Fayetteville.

9. **Closing Date and Place**. The Closing hereunder shall take place within thirty (30) days after the expiration of the Inspection Period. If on the scheduled Closing Date, (i) Legacy Project has made objections in accordance with **Section 6** hereof that have not been cured or waived; (ii) the Title Company has advised that it will not issue the Owner's Title Insurance Policy in accordance with **Section 13(e)** below; (iii) City of Fayetteville is in default of any of its obligations, covenants, representations or warranties set forth in this Contract, (iv) then Legacy Project may, at its sole option: (x) waive any defect or requirement and close the transaction herein contemplated; (y)

extend the Closing for such reasonable time as may be required for City of Fayetteville to cure any title defect or other default hereunder, such postponed date shall then become the Closing Date; or (z) terminate this Contract if such defect constitutes a material breach of this Contract and be refunded the Earnest Money by the City of Fayetteville.

10. **<u>City of Fayetteville's Representations and Warranties</u>.** City of Fayetteville represents and warrants to Legacy Project as follows:

a. City of Fayetteville has and, at the time of Closing, will have and will convey to Legacy Project by general warranty deed good and marketable fee simple title to the Property, free and clear of any and all encumbrances and title exceptions other than the Permitted Exceptions.

b. There are no adverse parties in possession of the Property and no parties in possession of the Property as lessees, tenants at sufferance or trespassers; and no party has been granted any license, lease or other right relating to the use or possession of the Property. Public city streets shall remain open and available for public use.

c. There is no pending or threatened condemnation or similar proceeding affecting the Property or any part thereof, nor is any such proceeding contemplated by the City of Fayetteville.

d. No portion of the Property is affected by any special assessments, whether or not constituting a lien thereon, nor is any such proceeding contemplated by the City of Fayetteville.

e. There are no unpaid charges, debts, liabilities, claims or obligations arising from the ownership and/or operation of the Property which could give rise to any mechanic's or materialmen's or other statutory lien against the Property, or any part thereof, or for which Legacy Project will be responsible.

f. The Property has full and free access to and from a public street and City of Fayetteville has no knowledge of any pending or threatened governmental proceeding or any other act or condition which would limit or result in the termination of such access.

g. There is no pending or to the knowledge of the City of Fayetteville threatened judicial, administrative or other proceeding which might adversely affect the current zoning classification of the Property, and there is no fact which would result in a modification or termination of such zoning classification.

h. There is no pending or to the knowledge of the City of Fayetteville threatened litigation, actions or proceedings against City of Fayetteville or the Property which could adversely affect title to the Property or any part thereof or the ability of City of Fayetteville to perform any of its obligations hereunder or the use of the Property by Legacy Project.

i. No consent or approval of any person, entity or of any governmental agency or authority is required with respect to the execution and delivery of this Contract by City of

Fayetteville or the consummation by City of Fayetteville of the transactions contemplated hereby or the performance by City of Fayetteville of its obligations hereunder.

j. City of Fayetteville has not received notice from any governmental, agency requiring the correction of any condition with respect to the Property, or any part thereof, by reason of a violation of any federal, state, county or city statute, ordinance, code, rule or regulation or stating that any investigation has been commenced or is contemplated regarding any of the foregoing.

k. Performance of this Contract will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the Property under, any agreement or other instrument to which City of Fayetteville is a party or by which City of Fayetteville or the Property might be bound.

l. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by City of Fayetteville or pending against City of Fayetteville or the Property.

m. There are no contracts or other obligations outstanding for the lease, sale, exchange, or transfer of the Property or any portion thereof.

n. City of Fayetteville has full power and authority once the Fayetteville City Council has formally accepted this Contract by Resolution to enter into this Contract and to perform its obligations under this Contract. This Contract constitutes the legal, valid and binding obligations of City of Fayetteville once it is accepted by Fayetteville City Council Resolution.

Legacy Project's obligation to close this Contract shall be contingent on the above representations and warranties also being true and correct on the Closing Date.

11. **Covenants of City of Fayetteville**. City of Fayetteville covenants and agrees with Legacy Project that:

a. City of Fayetteville will advise Legacy Project promptly of any litigation, condemnation or administrative hearing concerning or affecting the Property of which City of Fayetteville has knowledge or notice.

b. City of Fayetteville will not knowingly allow or permit the introduction, spillage, release, discharge, use, storage or disposal of any pollutant of any kind into or onto the surface water, ground water, soil or subsurface of the Property.

12. **Risk of Loss**. Risk of all loss, destruction or damage to the Property or any portion thereof, from any and all causes whatsoever until consummation of the Closing shall be borne by City of Fayetteville. In the event of damage by fire or other casualty or a taking by condemnation or similar proceedings or actions of all of the Property, or any portion of the Property which is material to the use of the remainder of the Property, Legacy Project shall have the option to terminate this

Contract upon written notice to City of Fayetteville, in which event the Earnest Money less Fayetteville's expenditures for Title Commitment and Survey shall be promptly refunded to Legacy Project, and neither Legacy Project nor City of Fayetteville shall have any further right or obligation hereunder.

13. **City of Fayetteville's Obligations at Closing**. At the Closing, City of Fayetteville shall deliver or cause to be delivered to Legacy Project, at City of Fayetteville's sole cost and expense, each of the following items:

a. A general warranty deed duly executed and acknowledged by City of Fayetteville, conveying to Legacy Project good, marketable fee simple title in the Property, subject only to the Permitted Exceptions.

b. A current certificate from the Title Company, reflecting no financing statements (UCC-1s) or other filings which affect the Property or any part thereof.

c. An Owner's Policy of Title Insurance (the "Owner's Policy") in the amount of the Purchase Price issued by the Title Company on the standard form in use in the State of Arkansas, on the Policy of a Title Insurance Company satisfactory to Legacy Project, insuring good and marketable fee simple title to the Property in Legacy Project, subject only to the Permitted Exceptions and the standard printed exceptions, but containing extended coverage endorsements acceptable to Legacy Project.

All exceptions, conditions or requirements described in Schedule B, Section 1 of the Title Commitment which are the obligation of City of Fayetteville or which are required to be satisfied in order to cause the Owner's Policy to be issued shall be released or satisfied prior to or at Closing, and such items and requirements shall not constitute Permitted Exceptions (whether or not Legacy Project makes any objections thereto) nor be exceptions to the Owner's Policy to be provided by City of Fayetteville.

d. City of Fayetteville shall, at City of Fayetteville's sole cost and expense, make sewer **and** water available to the boundary of the Property within two months of the Closing date.

e. Such evidence or documents as may be reasonably required by Legacy Project or the Title Company evidencing the status and capacity of City of Fayetteville and the authority of the person or persons who are executing the various documents on behalf of City of Fayetteville in connection with the sale of the Property.

f. After the Closing is completed, the City of Fayetteville shall make available to Legacy Project the amount of **Seven Hundred Thousand Dollars ($700,000.00)** to be used solely to reimburse Legacy Project for its infrastructure construction expenses on the property described in Exhibit "A". All expenses to be reimbursed by this $700,000.00 grant must meet all grant terms.

14. **Legacy Project's Obligations at Closing**. At the Closing, Legacy Project shall deliver to City of Fayetteville the following items:

a. The Purchase Price (Five Million Two Hundred Thousand Dollars), in cash, subject to any prorations or other adjustments contained in this Contract. Legacy Project will receive credit for the $10,000.00 Earnest Money previously paid.

b. An agreement to convey and deed one hundred (100) acres, more or less, of the Property identified by Legacy Project to an environmental conservation non-profit organization acceptable to and determined by Legacy Project based upon a selection process submitted with the development plans acceptable to City of Fayetteville, which acreage shall not be any part of the net usable acreage unless otherwise voluntarily approved by Legacy Project in its sole discretion. The conveyance shall be made within twenty-four (24) months after Closing and the conservation land shall be preserved and protected by Legacy Project until final conveyance.

c. Such evidence or documents as may reasonably be required by City of Fayetteville or the Title Company evidencing the status and capacity of Legacy Project and City of Fayetteville and the authority of the person or persons who are executing the various documents on behalf of Legacy Project and City of Fayetteville in connection with the purchase and sale of the Property.

15. **Prorations and Costs**. Ad valorem taxes for the then current year shall be prorated at the Closing effective as of the Closing Date. If the Closing shall occur before the tax rate is fixed for the then current year, the proration of taxes shall be based upon taxes for the prior year and adjusted for the year of closing when they become finally determined with such settlement to be made within ten (10) days after the date taxes are finally determined. City of Fayetteville shall be responsible for any and all taxes related to the Property for years prior to Closing due to a change in land usage or ownership. City of Fayetteville and Legacy Project shall jointly be responsible for any and all transfer taxes, conveyance taxes (including, but not limited to, documentary stamp taxes) and/or recording fees payable on account of transfer of title to the Property to Legacy Project. Additionally, City of Fayetteville shall be responsible for any and all "rollback" taxes arising from the Property's use prior to Closing.

16. **Reservation of Public Streets, Right-of-Ways, Utility Easements and Temporary Construction Easements.** A new waste water treatment facility project is currently in the preliminary stages of design and construction for the City of Fayetteville. As part of that project, many new waste water collection systems will be installed around the city and a large gravity main is planned for the north side of Clabber Creek across this property from East to West. It is therefore understood that, as part of this conveyance, Legacy Project will convey to the City of Fayetteville, at no cost to the city and on forms to be provided by the City of Fayetteville or their designee, a permanent Water/Sewer Easement of 40 foot width parallel to and south of the planned extension of Truckers Drive and any alignment adjustments as mutually agreed and a Temporary Construction Easement of 150 foot width south of the permanent easement, along with the right of ingress and egress across the property to facilitate construction. The Temporary Construction Easement shall terminate upon completion of the initial construction of the sewer main. The City of Fayetteville agrees to maintain a periodic consultation with Legacy Project as to the desirable and necessary design location of this proposed sewer main sewer line. Existing public streets, rights-of-way and easements shall remain public and be available for public use.

17. **Brokerage Commission**. City of Fayetteville and Legacy Project each represent and warrant that it has not employed a real estate broker or agent in connection with this transaction, or otherwise taken any action which would subject either party to liability for any commission or fee relating to the purchase and sale of the Property.

18. **City of Fayetteville's Default**. In the event of City of Fayetteville's default hereunder, Legacy Project shall, as Legacy Project's sole and exclusive remedy, terminate this Contract by giving written notice from Legacy Project to City of Fayetteville and the Earnest Money will be immediately returned to Legacy Project.

19. **Legacy Project's Default**. In the event that Legacy Project shall fail to consummate this Contract for any reason, except City of Fayetteville's default or the termination of this Contract pursuant to any right of termination given to Legacy Project herein, the City of Fayetteville, as its sole and exclusive remedy for such default, shall have the right to terminate this Contract by notice to Legacy Project and to retain the Earnest Money.

20. **Notice**. All notices, demands, or other communications of any type (herein collectively referred to as "Notices") given by City of Fayetteville to Legacy Project or by Legacy Project to City of Fayetteville, whether required by this Contract or in any way related to the transaction contracted for herein, shall be in writing and shall be deemed delivered when actually received, or, if earlier and whether or not actually received, (i) if delivered by courier or in person, when left with any person at the address reflected below, if addressed as set forth below, (ii) if by facsimile, upon the transmittal of same, addressed and directed to the facsimile number noted below, (iii) if by overnight courier service (such as, by way of example but not limitation, U.S. Express Mail or Federal Express) with instructions for delivery on the next business day, one (1) business day after having been deposited with such courier, addressed as reflected below, and (iv) if delivered by mail, when deposited in a Post Office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed (as a certified or registered item, return receipt requested), addressed as follows:

To Legacy Project: Legacy Project, LLC
5417 Pinnacle Point Drive, Suite 100
Rogers, Arkansas 72758
Attention: H. Collins Haynes
Telephone: 479.464.8622

With Copy To: James W. Smith
3425 North Futrall Drive, Suite 103
Fayetteville, Arkansas 72703
Telephone: 479.695.1105

To City of Fayetteville: City of Fayetteville, Arkansas
113 W. Mountain Street
Fayetteville, Arkansas 72701
Attention: Dan Coody, Mayor
Telephone: 479.575.8330

With Copy To: Hugh Earnest
Chief Administration Officer
113 W. Mountain Street
Fayetteville, Arkansas
479-575-8330

21. **Section 6045(e) Compliance**. City of Fayetteville and Legacy Project acknowledge and agree that Section 6045(e) of the Internal Revenue Code may require that notice of the sale and purchase of the Property described in this Contract be provided to the Internal Revenue Service by preparation of and filing with the Internal Revenue Service of Form 1099-B; and further, City of Fayetteville and Legacy Project agree to furnish and provide to City of Fayetteville; Attn: Accounting Department or to the Title Company any and all information that the Title Company may require in order for it to (i) comply with all instructions to Form 1099-B in preparation thereof and (ii) prepare and timely file with the Internal Revenue Service said Form 1099-B with respect to this transaction. By execution of this Contract, the Title Company agrees to provide to City of Fayetteville and Legacy Project, following the Closing, evidence that Form 1099-B was timely filed with the Internal Revenue Service, if such filing is required thereby.

22. **Governing Law and Venue**. This Contract shall be construed in accordance with the laws of the State of Arkansas and any court action arising out of this Contract shall be brought in Washington County, Arkansas.

23. **Survival**. All covenants, agreements, representations and warranties contained herein shall survive Closing and shall be binding upon the parties hereto and their successors and assigns.

24. **Capacity**. Except as hereinafter provided, each person executing this Contract hereby represents and warrants that he has the authority to do so and that his signature shall bind the entity for which he signed (after formal City Council approval by Resolution). Each party hereto shall provide the other party and the Title Company with such documentation as the Title Company or Legacy Project's or City of Fayetteville's attorney deems necessary to evidence the authority of that party to perform the actions contemplated herein.

25. **Timing**. Time is of the essence of this Contract. For purposes hereof, the "Effective Date" of this Contract shall be the date it is accepted by the Fayetteville City Council by Resolution. If the date that the performance of any obligations arising hereunder, or the date upon which any notice shall be given, is a Saturday, Sunday or any legal holiday under the laws of the State of Arkansas, then such date shall be extended to the next business day immediately succeeding such Saturday, Sunday or legal holiday. **Notwithstanding anything contained in this Contract to the contrary, Legacy Project shall have the sole right and ability to terminate this Contract without further liability or obligation in the event the Fayetteville City Council does not accept and approve this Contract on or before May 20, 2003**. Legacy Project shall exercise such termination right by providing to the City of Fayetteville a written notice of such termination at any time after May 20, 2003.

26. **Complete Agreement**. This Contract embodies the complete agreement between the parties hereto and cannot be varied or terminated except by written agreement of the parties.

27. Removal from Market. Upon the full execution of this Contract, City of Fayetteville hereby agrees that it shall neither solicit nor accept offers for the purchase, lease or development of the Property from any parties other than Legacy Project or its assigns.

28. Counterparts. This Contract may be executed in any number of counterparts, each of which will be deemed to be an original and which together shall constitute the agreement of the parties hereto.

29. Good Faith and Fair Dealing. The parties agree to deal with each other fairly and in good faith.

30. **The City Of Fayetteville Asserts And Legacy Project, LLC Hereby Acknowledges That This Offer Is Expressly Contingent Upon The Approval Of This Offer Of Contract Sale By The City Council Of Fayetteville And That The Failure Of The Council To So Approve Will Make All Portions Of this Contract Sale Null And Void.**

EXECUTED on this, the 23 day of April, 2003, by Legacy Project, LLC.

LEGACY PROJECT, LLC, an Arkansas limited liability company

By: ISLAND DEVELOPMENT, LLC, Authorized Member

By: H. Collins Haynes
H. Collins Haynes, Authorized Member

EXECUTED on this, the 23 day of April, 2003, by City of Fayetteville.

CITY OF FAYETTEVILLE, A Municipal Corporation

By: Dan Coody
Dan Coody, Mayor

Witness: Sondra Smith
Sondra Smith
Fayetteville City Clerk

COMMUNITY BANK
MEMBER FDIC

4743

HAYNES & ASSOCIATES, LTD.
5417 PINNACLE POINT DR., STE 100 479-464-8622
ROGERS, AR 72758

81-506/829
150

4/23/2003

PAY TO THE ORDER OF City of Fayetteville $ **10,000.00

Ten Thousand and 00/100*** DOLLARS

City of Fayetteville

Washington County, AR

MEMO Legacy Project, LLC, Earnest Money

⑈004743⑈ ⑆082905068⑆ ⑈5504301⑈

EXHIBIT "A"

CITY OF FAYETTEVILLE
NORTH INDUSTRIAL PARK

PROPERTY DESCRIPTION:

A part of Section 33, Township 17 North, Range 30 West, and being more particularly described as follows, to-wit:

Beginning at tge Northwest corner of said Section 33; thence along the West line of said section South 02° 28' 11" West 1816.06 feet; thence South 87° 19' 24" East 330.00 feet; thence South 02° 28' 10" West 2480.66 feet; thence South 87° 21' 18" East 660.23 feet; thence South 02° 25' 45" West 329.99 feet; thence South 87° 21' 18" East 660.00 feet; thence North 02° 25' 51" East 329.86; thence South 87° 11' 53" East 631.86 feet to the westerly right of way line of U. S. Highway 71; thence Northerly along said west right of way line the following bearings and distances;

North 34° 22' 18" East	922.60 feet
North 38° 27' 59" East	150.76 feet
North 34° 22' 25" East	949.12 feet
North 27° 10' 09" East	171.37 feet
North 07° 15' 05" East	170.41 feet
North 05° 19' 10" West	280.77 feet
North 12° 48' 23" West	100.11 feet
North 16° 36' 56" West	57.67 feet
North 04° 16' 48" East	188.26 feet
North 16° 24' 53" East	126.58 feet
North 31° 34' 48" East	190.36 feet
North 50° 13' 36" East	191.34 feet
North 66° 53' 26" East	127.62 feet
North 75° 15' 02" East	117.54 feet
North 74° 59' 16" East	100.11 feet
North 26° 01' 09" East	74.14 feet;

thence leaving said west right of way line and running North 87° 17' 25" West 1100.15 feet; thence North 02°26' 17" East 1030.76 feet to the North line of Section 33; thence along the North line of Section 33 North 87° 14' 56" West 247.50 feet to the North quarter corner of Section 33; thence along the North line of said Section 33 North 87°
19' 24" West 2637.40 feet to the Point of Beginning, containing 289.28 acres, more or less, being subject to rights of way and easements of record.

EXHIBIT "B"

SURVEYOR'S CERTIFICATE

The undersigned Registered Public Surveyor (the "Surveyor") hereby certifies to Legacy Project, LLC and/or its assigns ("Legacy Project") and ______________________ (the "Title Company") that (a) this plat of survey and property description set forth hereon are true and correct and were prepared from an actual on-the-ground survey of the real property (the "Property") shown hereon; (b) such survey was conducted by the Surveyor or under his supervision; (c) all monuments shown hereon actually exist and the location, size and type of material thereof are correctly shown; (d) except as shown hereon, there are no encroachments onto the Property or protrusions therefrom, there are no improvements on the Property, there are no visible easements or rights-of-way on the Property, there are no visible discrepancies, conflicts, shortages in area or boundary line conflicts; (e) the size, location and type of improvements are as shown hereon and all are located within the boundaries of the Property and set back from the Property lines the distance indicated; (f) the distance from the nearest intersecting street or road is as shown; (g) there is ingress and egress to and from the Property by paved, dedicated public streets maintained by the city or county in which the Property is located; (h) all recorded easements have been correctly platted hereon; (i) the boundaries, dimensions and other details shown hereon are true and correct; (j) the Property has access to gas, electric, water, sewer and telephone utilities and the location and size of such utilities are correctly shown hereon, on the Property and on abutting streets and roads; (k) the Property does not serve any adjoining property for drainage, ingress and egress, or any other purpose; (l) no portion of the Property is located within any flood plain or flood prone area; and (m) this survey conforms to the current standards and specifications for an ALTA/ACSM survey.

The Surveyor expressly understands and agrees that Legacy Project, any lender who will be granted a lien on the Property, and Title Company are entitled to rely on this plat of survey as being true and accurate; and the consideration paid to the Surveyor for the preparation and certification of such survey has been paid, in part, for the benefit of Legacy Project, any lender who will be granted a lien upon the Property, and Title Company and in anticipation of their reliance hereon.

Executed this ______ day of ______________, 2003.

Registered Public Surveyor, No. _______________

Address: ____________________________

Wilson Springs Survey
C. 2. Page 1

STAFF REVIEW FORM - FINANCIAL OBLIGATION

XXXXX AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council Meeting of: May 6, 2003

FROM:

Name	Division	Department
Gary Dumas		Operations

ACTION REQUIRED: Approve Contract Amendment #2 to Engineering Agreement with McClelland Engineers, Inc. for the Fayetteville Business Technology Park Project (Wilson Springs Business Park). Amendment #2 will reduce the fee from $145,085 to $71,000 and amend to scope by deleting work tasks 4 through 10 and adding services necessary to provide a current updated ALTA/ACSM Survey as required by the sales contract with Legacy Project, LLC and the City of Fayetteville.

COST TO CITY:

<$74,085>	$ 145,085.00	Business and Technology Park
Cost of this request	Category/Project Budget	Program Category / Project Name
0-6600-5314-00 and 4470-9470-5809	$ 30,936.01	
Account Number	Funds Used to Date	Program / Project Category Name
95075-10	$ 114,148.99	General Fund/Sales Tax
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: XXXXX Budgeted Item _____ Budget Adjustment Attached

Budget Manager — Date: 4-23-03

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager	Date: 4/23/03	Internal Auditor	Date: 4/23/03
City Attorney	Date: 4/23/03 2:56pm	Purchasing Manager	Date: 4/23/03

STAFF RECOMMENDATION: Approve Resolution Authorizing Contract Amendment

Received in Mayor's Office — Date: 4/23/03 PH

Division Head	Date
Department Director	Date: 4-17-03
Finance & Internal Services Dir.	Date: 4-23-03
Chief Administrative Officer	Date: 4-23-03
Mayor	Date

Cross Reference:

Previous Ord/Res#: _____

Orig. Contract Date: 2/5/02

Orig. Contract Number: 825

New Item: Yes No

RESOLUTION NO. _____

A RESOLUTION APPROVING CONTRACT AMENDMENT #2 WITH McCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF SEVENTY ONE THOUSAND DOLLARS ($71,000.00) FOR ENGINEERING SERVICES RELATING TO THE SALE OF THE ARKANSAS BUSINESS TECHNOLOGY PARK (WILSON SPRINGS BUSINESS PARK).

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

Section 1. That the City Council hereby approves Contract Amendment #2 with McClelland Consulting Engineers, Inc. in the amount of Seventy One Thousand Dollars ($71,000.00) for engineering services relating to the sale of the Arkansas Business Technology Park (Wilson Springs Business Park).

PASSED and **APPROVED** this 6th day May, 2003.

APPROVED:

By: ____________________
DAN COODY, Mayor

ATTEST:

By: ____________________
SONDRA SMITH, City Clerk

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: April 23, 2003

TO: Fayetteville City Council

THRU: Dan Coody, Mayor
Hugh Earnest, Chief Administrative Officer
Gary Dumas, Director of Operations

FROM: Ed Connell, Land Agent *EC*

RE: I-540 Wilson Springs Park
McClelland Consulting Engineers
Modification to Existing Contract

Background

In 2002, the city entered into a contract with McClelland Consulting Engineers to do road and infrastructure design for the development of part of the subject business park. This contract was put on hold earlier this year for various reasons and the project currently has a remainder of approximately $110,000 at this time. The original contract had a value of approx. $145,000, of which $ 34,000- 35,000 has been spent on preliminary work to date.

Recently, the city was approached and an offer by Haynes, Ltd. was made for the purchase of this entire 289 acre tract of land. As part of this potential sale($5.2 MM), certain criteria is required as to an ALTA survey and the determination of a legal description for the 100-500 yr. flood water plain area and the area of the wetlands. Additionally, a lot split will have to occur such that the wetlands/flood plain area can be conveyed to a conservancy.

Current Status

With the potential sale of this property, the infrastructure design by (McClelland) the city is no longer necessary, however, we would like to use $ 36,000 of this money to have McClelland confirm the boundary survey of this 289 acre tract, replace any missing markers, and then try and define the flood plain area and the wetlands areas. McClelland has submitted the attached proposal for this purpose. The proposed cost ($ 71,000) of this amended contract represents $35,000 spent to date and $ 36,000 for the anticipated survey work. As a result of this amendment, approximately $74,000 of budgeted project money will not be used.

Recommendation

It is recommended that the mayor be authorized to enter into the proposed McClelland contract, with a maximum value of $71,000 and the scope as outlined herein.

AMENDMENT NO. 2
TO
ENGINEERING AGREEMENT
FAYETTEVILLE BUSINESS TECHNOLOGY PARK PROJECT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

The basic agreement entitled CITY OF FAYETTEVILLE BUSINESS TECHNOLOGY PARK PROJECT, ENGINEERING AGREEMENT, is hereby amended. The referenced basic agreement pertains to the engineering services associated with the Phase 1 development of a 289-acre (approximately) parcel of City-owned land into a Business Technology Park. This Amendment entered into and executed on the date indicated beneath the signature blocks, by and between the City of Fayetteville (hereinafter "City of Fayetteville") and McClelland Consulting Engineers (hereinafter "McClelland") changes the Project Schedule, Scope of Services and Fees due to the request by the City of Fayetteville for an ALTA/ACSM survey in accordance with Item Number 3 of the REAL ESTATE PURCHASE AND SALE CONTRACT BETWEEN LEGACY PROJECT, LLC AND THE CITY OF FAYETTEVILLE.

The following sections are hereby amended as follows:

SECTION II – PROJECT SCHEDULE:

The amended completion date for the amended scope of work shall be ninety (90) days from the time McClelland is authorized by the City of Fayetteville to proceed.

SECTION III - SCOPE OF SERVICES:

The amendment to the basic agreement changes the Scope of Services by deleting Items 4 through 10 of the basic agreement and adding services required for providing a current updated ALTA/ACSM Survey. The Survey shall indicate:

11. That the corners of the Property have been properly monumented;
12. The perimeter boundaries of the Property;
13. The location of all improvements upon or bounding the Property;
14. The location of all easements within or traversing the Property, if any, giving recording data where applicable;
15. The location of all roadways traversing, adjoining or bounding the Property, giving recording data where applicable;
16. That there are no encroachments except as may be specifically shown on the Survey;
17. The number of "net acreage" of land within the Property which shall consist of one hundred eighty-nine (189) acres more of less. As used herein, the term "net acreage" shall mean the total number of acres of land within the Property, excluding any land lying within any existing river, creek, lake, waterway, wetland, drainage-way, rail way, 100-year flood plain, or special flood hazard area; and
18. A certification from the surveyor in form and substance as the Surveyor's Certificate shown as Exhibit "B" of the REAL ESTATE PURCHASE AND SALE CONTRACT BETWEEN LEGACY PROJECT, LLC AND THE CITY OF FAYETTEVILLE.

19. Sufficient plat data and information as required for a Lot Split between the total property, the "net acreage" property and the excluded property.

SECTION IV – FEES:

Per the above change in Scope of Services, the resulting Not to Exceed Fee is hereby reduced from the previously-amended amount of $145,085 to the reduced sum of $71,000.

Except as amended specifically herein, the basic ENGINEERING AGREEMENT shall remain in full force as originally approved, executed and previously amended.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed as of the date and year first herein written.

FOR THE CITY OF FAYETTEVILLE:

By: ______________________ Attest: ______________________
Mayor

Date: ______________________

FOR McCLELLAND CONSULTING ENGINEERS, INC.:

By: John C. Quinn Attest: ______________________
President Project Engineer

Date: 4/17/03

WHM Land Investments
Condemnation
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STAFF REVIEW FORM - FINANCIAL OBLIGATION

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council Meeting of: May 6, 2003

FROM:

Name	Division	Department
Holly Jones, Land Agent	Engineering	Community, Planning & Engineering Services

ACTION REQUIRED: A resolution to allow City Attorney to begin condemnation proceedings on 2.20 acres, more or less, being a Part of Tract 7 of WHM Land Investments, Inc.. The property in question to be used as the location of the proposed Fire Station #7 for which an offer has been made.

COST TO CITY:

$158,000.00	$ 950,100 -	Fire Station #7 -- Escrow
Cost of this request	Category/Project Budget	Program Category / Project Name
4470.9470.5804.00	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
01015	$ 950,100 -	
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X 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:

Division Head ___ Date ___

Received in Mayor's Office Date ___

Department Director ___ Date ___

Cross Reference:

Finance & Internal Services Dir. Date 4-24-03

Previous Ord/Res#: ___

Orig. Contract Date: ___

Chief Administrative Officer Date 4-23-03

Orig. Contract Number: ___

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

Mayor ___ Date ___

RESOLUTION NO. ______

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY WHM LAND INVESTMENT, INC. TO SECURE THE NECESSARY LAND ON WHICH TO CONSTRUCT THE WEST FAYETTEVILLE FIRE STATION

WHEREAS, the City of Fayetteville desires and needs to build a new Fire Station in western Fayetteville; and

WHEREAS, Fire Chief Chris Bosch has determined that a parcel of land (described in Exhibit A) on Rupple Road near Wedington Road is the best location for the new West Fayetteville Fire Station; and

WHEREAS, the owner of these lands have declined to accept the fair market value for these lands, as determined by a professional appraisal; and

WHEREAS, the City needs to begin construction of the new West Fayetteville Fire Station without further delay to improve fire protection for the homes, schools and businesses in West Fayetteville.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby authorizes the City Attorney to file a condemnation suit forthwith seeking court ordered possession of certain lands owned by WHM Land Investment, Inc. in order to allow the construction of the West Fayetteville Fire Station without further delay.

PASSED and **APPROVED** this the 6th day of May, 2003.

APPROVED:

DRAFT

By: ______________________
DAN COODY, Mayor

ATTEST:

By: ______________________
SONDRA SMITH, City Clerk

THE CITY OF FAYETTEVILLE, ARKANSAS

Date: April 24, 2003

To: The Mayor and Council

From: Hugh Earnest, Chief Administrative Officer HE
Chris Bosch, Fire Chief CB

Subject: Property Acquisition for Fire Station #7

Background
Construction of a Fire Station on the West Side of I-540 has been listed as part of the City Capital Improvement Program and has been a priority for several years. City staff has been working to secure a suitable site for construction of the station. Fire Department personnel identified the Rupple Road and Wedington intersection as the preferred area for location of the station. Accordingly, we have been working with Mr. Hayden McIlroy and his agents in order to secure a site. Our focus has been on the three parcels shown on the map included with this memo. Appraisals were secured for the parcels and copies of those are also included. The appraisals on the two parcels on Wedington are valued at \$217,734/acre (West parcel) and \$178,723/acre (East parcel). The parcel on Rupple south of Wedington was appraised at \$70,852/acre

Current Situation
We have been unable to negotiate a satisfactory price with Mr. McIlroy for either of the parcels on Wedington. The Rupple Road location is also, from a Fire Department planning perspective, a suitable location and is within an acceptable price range. Accordingly, On April 9, 2003 our Property Acquisition Office presented an Offer and Acceptance Contract for \$158,000 to WHM Land Investments Inc. for the purchase of the 2.23 acre parcel on Rupple Road. The contract was presented with the understanding that it would expire at 5:00 p.m. on April 17, 2003. No response was received.

Recommendation
We are requesting that the City Council authorize the City Attorney to seek the power of Eminent Domain for the referenced parcel. We do remain hopeful that such an action will prove to be unnecessary and we intend to continue discussions with all parties. However, given the importance of securing an acceptable site, the authorization empowering the City Attorney to proceed is appropriate and necessary.

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

OFFER AND ACCEPTANCE CONTRACT

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

SEE ATTACHED EXHIBIT "A"
FOR PROPERTY DESCRIPTION

2. **Purchase Price**: Subject to the following conditions, the City of Fayetteville shall pay for the property at closing, the total and cash payment of **$ 158,000.00** .

3. **Contingent Earnest Money Deposit**: The City of Fayetteville herewith tenders a check for **$ 3,200.00** to **WHM Land Investments, Inc.** , as earnest money, which shall apply on the purchase price. This offer of purchase is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit will be returned to the City of Fayetteville by WHM Land Investments, Inc.. If title requirements are not fulfilled or WHM Land Investments, Inc. fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the City of Fayetteville. If the City of Fayetteville fails to fulfill their obligations under this contract or, after all conditions have been met, the City of Fayetteville fails to close this transaction, the earnest money may, at the option of WHM Land Investments, Inc., become liquidated damages to WHM Land Investments, Inc.

4. Conveyance will be made to the City of Fayetteville by general Warranty Deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property. Such conveyance shall include mineral rights owned by WHM Land Investments, Inc..

5. WHM Land Investments, Inc. shall furnish a policy of title insurance in the amount of the purchase price from a title insurance company as selected by the City of Fayetteville. The City of Fayetteville and WHM Land Investments, Inc. shall share equally in the cost of the title insurance.

6. WHM Land Investments, Inc. agrees to allow the City of Fayetteville, if the City of Fayetteville so desires, at City of Fayetteville's expense, to survey the property. WHM Land Investments, Inc. agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the City of Fayetteville.

7. Taxes and special assessments due on or before closing shall be paid by WHM Land Investments, Inc.. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing.

8. The closing date shall be within **Forty-five (45)** days after approval of this offer by the City Council. If such date of closing falls on a weekend or holiday, it will be held the following working day.

9. Possession of the property shall be delivered to the City of Fayetteville on the date of closing.

10. WHM Land Investments, Inc. hereby grant(s) permission for the City of Fayetteville or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.

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

12. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by WHM Land Investments, Inc..

13. WHM Land Investments, Inc. shall disclose to the City of Fayetteville any and all environmental hazards of which WHM Land Investments, Inc. has actual knowledge. Upon acceptance of all conditions and terms of this Offer and Acceptance, the City of Fayetteville and WHM Land Investments, Inc. shall share equally the costs of any and all testing for the existence of environmental hazards. Should the existence of environmental hazards be known or determined, WHM Land Investments, Inc. shall cure such, at their expense; or, in the alternative, at the City of Fayetteville's discretion, the City of Fayetteville may cure such

environmental hazard, and WHM Land Investments, Inc. shall indemnify the City of Fayetteville for all costs associated with said cure.

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

15. This agreement, when executed by both the City of Fayetteville and WHM Land Investments, Inc. shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.

16. This contract expires, if not accepted by WHM Land Investments, Inc. on or before the 17th day of April, 2003.

17. The City of Fayetteville shall submit this fully executed Offer and Acceptance Contract to the City Council for their approval within forty-five (45) days of acceptance by WHM Land Investments, Inc..

18. **NOTICE:** **THE CITY OF FAYETTEVILLE ASSERTS AND** WHM Land Investments, Inc. **HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO CITY OF FAYETTEVILLE OF THE $3,200.00 EARNEST MONEY DEPOSIT.**

WHM Land Investments, Inc.
By:

______________________________ Date:______________

____
[Please Print or Type Name & Title]

AGENT OR WITNESS:

______________________________ Date:______________

City of Fayetteville, Arkansas,
A municipal corporation

Dan Coody Date: 4/9/03
Dan Coody, Mayor

Sondra Smith Date: 4/9/03
Sondra Smith, City Clerk

EXHIBIT "A"
PROPERTY DESCRIPTION

Part of Tract 7 of WHM Land Investments, Inc., a subdivision to the City of Fayetteville, Arkansas, as recorded on the final plat of said subdivision as found in the office of the Circuit Clerk and Ex-Officio recorder of Washington County, Arkansas, and being described as follows, to-wit: Beginning at a point which is North 86°59'51" West 436.92 feet and South 01°28'12" West 550.00 feet from the Northeast corner of the above described Tract 7 of WHM Land Investments, Inc. to the true point of beginning on the North line of an existing 25-foot utility easement, said Tract 7 being located in the NW¼ of the SE¼ and the SW¼ of the SE¼ of Section 12, Township 16 North, Range 31 West; thence running along the north line of said 25-foot utility easement the following bearings and distances: run South 57°17'15" East 175.00 feet to a curve to the left, having a radius of 250 feet and an arc length of 103.58 feet; thence South 87°40'16" East 164.00 feet to the East line of said Tract 7 and the West line of Rupple Road; thence along the West right of way line of Rupple Road North 02°19'44" East 262.00 feet; thence leaving said right of way line North 86°59'51" West 415.47 feet; thence South 01°09'58" West 145.75 feet to the point of beginning, containing 2.2 acres, more or less. Subject to existing 20-foot easements on the East and West sides of Tract 7.

SIGNED FOR IDENTIFICATION:

WHM Land Investments, Inc.
By:

______________________________ Date:____________

____
[Please type or Print Name & Title]

Dan Coody Date: 4/9/03
Dan Coody, Mayor

Sondra Smith Date: 4/9/03
Sondra Smith, City Clerk

ACKNOWLEDGMENT

STATE OF TEXTAS)
) ss.
COUNTY OF)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared ______________________, to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged that he/she/they is/are ______________________ of ______________________ and is/are duly authorized to execute the foregoing instrument for and in the name and behalf of said WHM Land Investments, Inc., and further stated and acknowledged that he/she/they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of ______________, 2003.

____
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 **Sondra Smith**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk of the City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 9 day of April, 2003.

LANA ROYLES
NOTARY PUBLIC
WASHINGTON COUNTY, ARKANSAS

Lana Broyles
Notary Public

MY COMMISSION EXPIRES:
4-1-08

. **WHM Land Investments**
Condemnation
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File No. 900108[redacted]

Property Address M Land Investments, In[redacted] Rupple Rd.

City Fayetteville | County Washington | State AR | Zip Code 72703

Lender City of Ffayetteville

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 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: March 21, 2003
State Certification #: CR0216
or State License #:
State: AR
Expiration Date of Certification or License: 6/30/03

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

WHM Land Investments
Condemnation
C. 3. Page 9

LAND APPRAISAL REPORT

File No. 900108

Borrower: na | Census Tract | Map Reference

Property Address: +/-2.23 Acres-Tract 7 WHM Land Investments, In[illegible]upple Rd.

City: Fayetteville | County: Washington | State: AR | Zip Code: 72703

Legal Description: Approximately 2.23 Acres or +/- 97,139 sq. ft. of the WHM Land Investments, Inc. Tract 7

Sale Price $ na | 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 Ffayetteville | Address: 125 West Mountain 72701

Occupant: Vacant | Appraiser: Don L. Cramer | Instructions to Appraiser: Estimate the Market Value of the Subject +/- 2.23 acres of land.

Location	☒ Urban	☐ Suburban	☐ Rural
Built Up	☐ Over 75%	☒ 25% to 75%	☐ Under 25%
Growth Rate ☐ Fully Dev.	☐ Rapid	☒ Steady	☐ Slow
Property Values	☐ Increasing	☒ Stable	☐ Declining
Demand/Supply	☐ Shortage	☒ In Balance	☐ Oversupply
Marketing Time	☐ Under 3 Mos.	☒ 4-6 Mos.	☐ Over 6 Mos.

Present Land Use: 25% 1 Family, 25% 2-4 Family, __% Apts., __% Condo, __% Commercial, __% Industrial, 50% Vacant, __%

Change in Present Land Use: ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*)
(*) From ____ To ____

Predominant Occupancy: ☒ Owner ☐ Tenant 50 % Vacant

Single Family Price Range: $ 60,000 to $ 175,000 | Predominant Value $ 125,000

Single Family Age: New yrs. to 40 yrs. | Predominant Age 3 yrs.

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

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): There are no apparent adverse factors which would affect the subject's marketability. The subject has access to all necessary supporting facilities including schools, recreation, and employment. The subject property has adequate or super adequate utility access for redevelopment purposes.

Dimensions: Subject site is irregular = 2.23 Sq. Ft. or Acres ☒ Corner Lot

Zoning classification: Residential - 1.5 | Present Improvements ☐ do ☐ do not conform to zoning regulations

Highest and best use: ☒ Present use ☐ Other (specify) Residential Subdivision Development

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: Level
Size: 2.23 Ac.
Shape: Irregular
View: Average
Drainage: Average

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

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): No apparent adverse easements, encroachments, or other apparent adverse conditions were noted.

The 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.

MARKET DATA ANALYSIS

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	+/-2.23 Acres-Tract 7 WHM Lan Fayetteville	723 N 46th St. Fayetteville, AR		Lot 105 Meadowlands I & II Fayetteville, AR		Lot 96 Meadowlands I & II Fayetteville, AR	
Proximity to Subject		0.65 miles					
Sales Price	$ na		$ 168,000		$ 28,000		$ 32,000
Price Sq. Ft.	$ n/a		$ 1.62		$ 1.62		$ 2.44
Data Source	Inspection/WashRec	Washington Cty. Deed Recs.		Washington Cty. Deed Recs.		Washington Cty. Deed Recs.	
	DESCRIPTION	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.
Date of Sale and Time Adjustment	March 14, 2003	08/11/2002	0	10/22/2002	0	07/03/2002	0
Location	Average	Average		Average		Average	
Site/View	2.23/Average	2.35/Average	-8,500	0.40/Average	+80,000	0.30/Average	+80,000
Topography	Average	Average		Average		Average	
Visibility	Average	Average		Average		Average	
Accessibility	Average	Average		Average		Average	
Utilities	Average	Average		Good	+28,000	Good	+28,000
Sales or Financing Concessions	None						
Net Adj. (Total)		☐ + ☒ -	$ 8,500	☒ + ☐ -	$ 108,000	☒ + ☐ -	$ 108,000
Indicated Value of Subject			$ 157,500		$ 136,000		$ 140,000

Comments on Market Data: See attached addenda.

Comments and Conditions of Appraisal: The subject has access to all necessary supporting facilities including schools, recreation, and employment. The subject is an estimated 2.23 acre site for purposes of acquiring and developing an area fire services facility. The subject area is currently being subdivided in several directions and proximity of the proposed fire services building will greatly enhance the area.

RECONCILIATION

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 March 14 20 03 to be $ 158,000

Don L. Cramer
Appraiser(s)

STATE CERTIFIED GENERAL CG2171

Review Appraiser (if applicable) ☐ Did ☐ Did Not Physically Inspect Property

APPRAISALS, INC. (501) 442-5804

[Y2K]

WHM Land Investments
Condemnation
C. 3. Page 10

MARKET DATA ANALYSIS

File No. 90010

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	+/-2.23 Acres-Tract 7 WHM Land Fayetteville	Lot 59 Meadowlands I & II Fayetteville, AR		Lot 55 Meadowlands I & II Fayetteville, AR		Lot 53 Meadowlands I & II Fayetteville, AR	
Proximity to Subject							
Sales Price	$ na		$ 40,000		$ 28,000		$ 30,000
Price Sq. Ft.	$ n/a		$ 1.85		$ 2.15		$ 2.41
Data Source	Inspection/WashRec	Washington Cty. Deed Recs.		Washington Cty. Deed Recs.		Washington Cty. Deed Recs.	
Date of sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.	DESCRIPTION	+(-)$ Adjust.
	March 14, 2003	09/10/2002	0	02/28/2002	0	06/05/2002	0
Location	Average	Average		Average		Average	
Site/View	2.23/Average	0.50/Average	+80,000	0.30/Average	+80,000	0.29/Average	+80,000
Topography	Average	Average		Average		Average	
Visibility	Average	Average		Average		Average	
Accessibility	Average	Average		Average		Average	
Utilities	Average	Good	+28,000	Good	+28,000	Good	+28,000
Sales or Financing Concessions	None						
Net Adj. (Total)		☒ + ☐ -	$ 108,000	☒ + ☐ -	$ 108,000	☒ + ☐ -	$ 108,000
Indicated Value of Subject			$ 148,000		$ 136,000		$ 138,000

Comments: 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.The proposed Subject property is located adjacent to a developing residential subdivision which has the same Residential 1.5 zoning as the subject. Sale # 1 is considered to be the best comparable and requires the least adjustment, therefore is given the most consideration. Sales 2, 3, 4, 5 & 6 are listed for comparison and each are adjusted to compensate for size differences and for providing the differences in the sales having included the costs of street improvements and all utility extension costs. Each of the Sales 2, 3, 4, 5 & 6 are adjusted a similar amount for size & utility costs and are used as an example of comparison for square foot estimates to support Sale # 1.

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.

Supplemental Addendum

File No. 900108

Borrower/Client na			
Property Address +/-2.23 Acres-Tract 7 WHM Land Investm[illegible] Inc. - Rupple Rd.			
City Fayetteville	County Washing[illegible]	State AR	Zip Code 72703
Lender City of Ffayetteville			

• **Land; Market Data**

A diligent effort was made in the search for comparable sales that are the most similar, most recent , and closest in proximityto the subject property. The Market Data was researched for the past three years and the Comparables used extend over the past one year and are representative of the best sales available.The proposed subject property is located adjacent to a developing residential subdivision which has the same Residential 1.5 Zoning as the Subject. Sale # 1 is considered to be the best comparable and requires the least adjustment, therefore is given the greatest consideration. Sales 2, 3, 4, 5 & 6are listed for comparison and each are adjusted a similar amount to compensate for the average size differences and for the estimated costs for development of streets and utilities for the developed lots. Sales 2, 3, 4, 5, & 6 are provided as the closest square foot estimates to support Sale # 1.

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: +/-2.23 Acres-Tract 7 WHM Land Investments, Inc. - Rupple Rd., Fayetteville, AR

APPRAISER:	**SUPERVISORY APPRAISER (only if required):**
Signature: Don L. Cramer	Signature:
Name: Don L. Cramer	Name:
Date Signed: March 21, 2003	Date Signed:
State Certification #: CR0216	State Certification #:
or State License #:	or State License #:
State: AR	State:
Expiration Date of Certification or License: 6/30/03	Expiration Date of Certification or License:
	☐ Did ☐ Did Not Inspect Property

Vac 03-6.00 (Allen)
C. 4. Page 1

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

x AGENDA REQUEST

For the Fayetteville City Council Meeting of: May 6, 2003

FROM:

Dawn Warrick	Planning	CP&E
Name	Division	Department

ACTION REQUIRED: Ordinance Approval

SUMMARY EXPLANATION:

VAC 03-6.00: Vacation (Allen, pp 295) was submitted by David Mix of Dykes, Bassett, Mix on behalf of Chris Allen for property located at 2541 Litchfield Lane. The property is zoned R-1, Low Density Residential and contains approximately 0.27 acres. The request is to vacate a 43.7 s.f. portion of the utility easement located along the south property line of the subject property for an existing encroaching structure.

STAFF RECOMMENDATION: Approval

Signature	Date		
Division Head	4/18/03	Received in Mayor's Office	4/22/03 PH. Date
City Attorney	4/21/03		
Department Director	4-18-03	Cross Reference:	
		Previous Ord/Res#:	
Finance & Internal Services Dir.	4-22-03	Orig. Contract Date:	
Chief Administrative Officer	4-22-03	Orig. Contract Number:	
Mayor	4/22/03	New Item:	Yes No

ORDINANCE NO. ________

AN ORDINANCE APPROVING VAC 03-6.00 TO VACATE AND ABANDON A 43.7 SQ.FT. PORTION OF THE UTILITY EASEMENT LOCATED ALONG THE SOUTH PROPERTY LINE OF 2541 LITCHFIELD LANE AS DEPICTED ON THE ATTACHED MAP AND LEGAL DESCRIPTION.

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes, and

WHEREAS, the City Council has determined that the following described easement is not required for corporate purposes.

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

Section 1. That the City of Fayetteville, Arkansas hereby vacates and abandons all of its rights together with the rights of the public generally, in and to the following described utility easement:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. 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.

Section 3. That a copy of this 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.

PASSED AND APPROVED this _______ day of ______________, 2003.

APPROVED:

By______________________________
Dan Coody, Mayor

ATTEST:

By___________________________
Sondra Smith, City Clerk

EXHIBIT "A"
VAC 03-6.00

A PART OF LOT 107, COVINGTON PARK PHASE II, A SUBDIVSION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 16, AT PAGE 68, PLAT RECORDS OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 107, SAID POINT BEING AN EXISTING IRON PIN; THENCE WEST 70.36 FEET ALONG THE SOUTH LINE OF SAID LOT 107, NORTH 8.55 FEET TO THE SOUTHWEST CORNER OF THE EAVE OF AN EXISTING HOUSE; THENCE N89DEGREES56'41"E ALONG THE SOUTHERN MOST EAVE OF SAID HOUSE 30.35 FEET TO THE SOUTHEAST CORNER OF SAID EAVE; THENCE N00DEGREES09'41"E ALONG THE EAST EAVE OF SAID HOUSE 1.43 FEET TO A POINT ON THE NORTH LINE OF A TEN (10) FOOT UTILITY EASEMENT WHICH LIES NORTH OF AND IS ADJACENT TO AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 107; THENCE LEAVING SAID HOUSE EAVE, WEST ALONG THE NORTH LINE OF SAID TEN (10) FOOT UTILITY EASEMENT 27.35 FEET TO A POINT ON THE WEST EAVE OF SAID HOUSE, THENCE LEAVING THE NORTH LINE OF SAID TEN (10) FOOT UTILITY EASEMENT S00DEGREESS00'16"E 1.45 FEET TO THE POINT OF BEGINNING, CONTAINING 43.7 SQUARE FEET MORE OR LESS.

CC Meeting of May 6, 2003

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO:	Mayor Dan Coody Fayetteville City Council
FROM:	Dawn Warrick, Zoning & Development Administrator, AICP
THRU:	Tim Conklin, AICP, Community, Planning & Engineering Services Director
DATE:	April 14, 2003

VAC 03-6.00: Vacation (Allen), pp 295 was submitted by David Mix on behalf of Chris Allen for property located at 2541 Litchfield Lane (Lot 107 Covington Park Phase II). The property is zoned R-1. The request is to vacate a portion of a utility easement.

Background:
The applicant has submitted the required notification forms to the utility companies and to the City. The results are stated below. No objections from the adjacent property owners have been submitted to the City. See the attached maps and legal descriptions for the exact locations of the requested easement vacation.

UTILITIES	**RESPONSE**
Ozarks Electric	No Objections
AEP/SWEPCO	No Objections
Arkansas Western Gas	No Objections
SW Bell	No Objections.
Cox Communications	No Objections.
City of Fayetteville:	
Water/Sewer	No Objections
Transportation Division	No Objections
Solid Waste	No Objections
Engineering	No Objections

Current Status:
On April 14, 2003, the Planning Commission voted 7-0-0 (consent agenda) to forward this item to the City Council with a recommendation for approval.

Recommendation:
Staff recommends approval of this requested easement vacation.

Approval of the minutes from the March 24, 2003 meeting.

VAC 03-6.00: Vacation (Allen, pp 295) was submitted by David Mix of Dykes, Bassett, Mix on behalf of Chris Allen for property located at 2541 Litchfield Lane. The property is zoned R-1, Low Density Residential and contains approximately 0.27 acres. The request is to vacate a 43.7 sq.ft. portion of the utility easement located along the south property line of the subject property for an existing encroaching structure.

Hoover: Yes, thank you Bob. The first order of business is the consent agenda. On the consent agenda we have the approval of the minutes of the meeting from March 24th and also an easement Vacation at 2541 Litchfield Lane. Does anyone wish to remove this item from the consent agenda? Seeing none, do I have a motion to approve the consent agenda? Is there anyone in the audience who would like to remove this item from the consent agenda? Seeing none, I will bring it back to the Planning Commission for a motion.

MOTION:

Allen: I move for approval of the consent agenda.

Hoover: Is there a second?

Church: I will second it.

Hoover: Renee, will you call the roll?

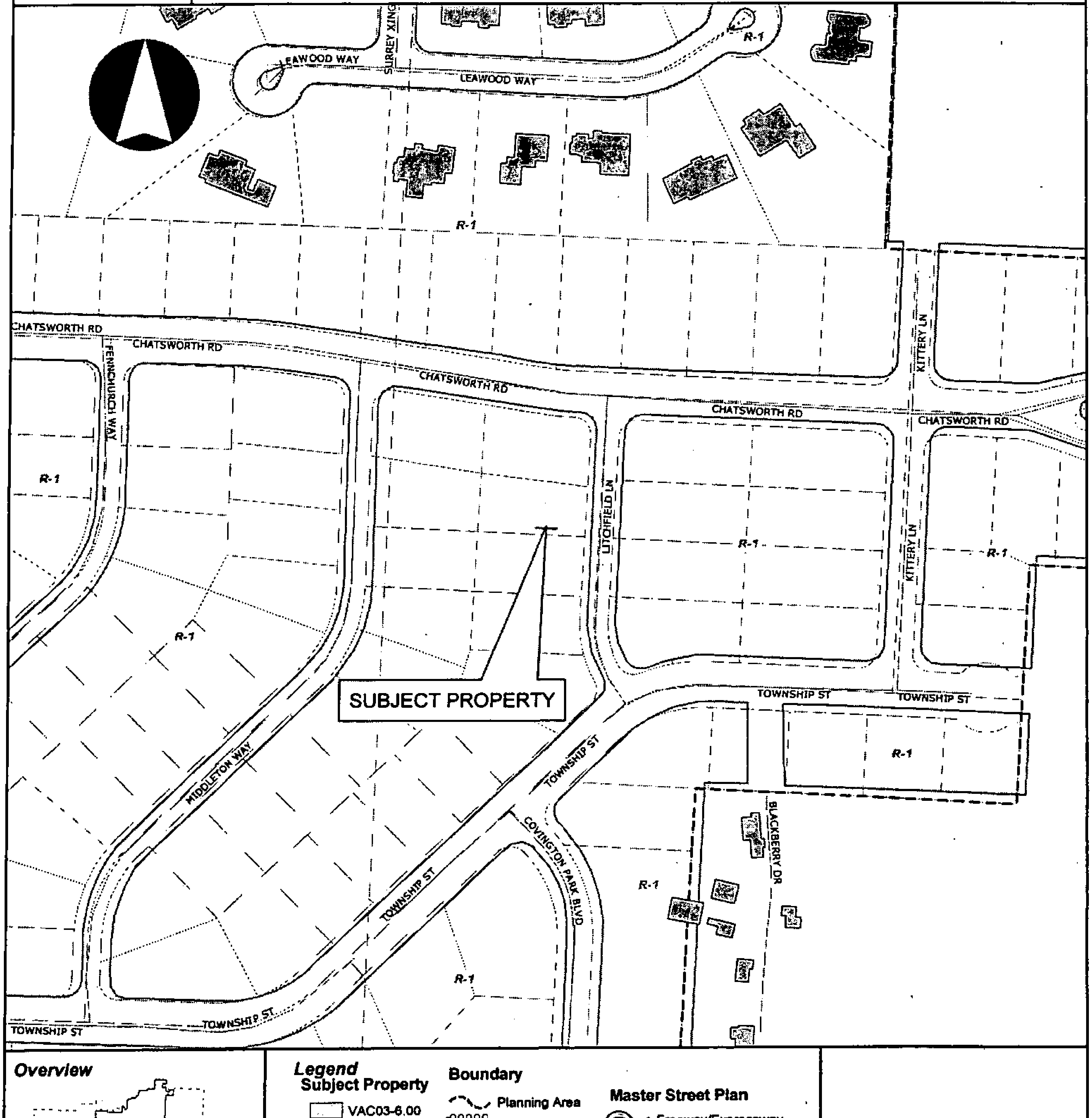
Roll Call: Upon the completion of roll call the motion to approve the consent agenda was approved by a vote of 7-0-0.

Thomas: The consent agenda carries seven to zero.

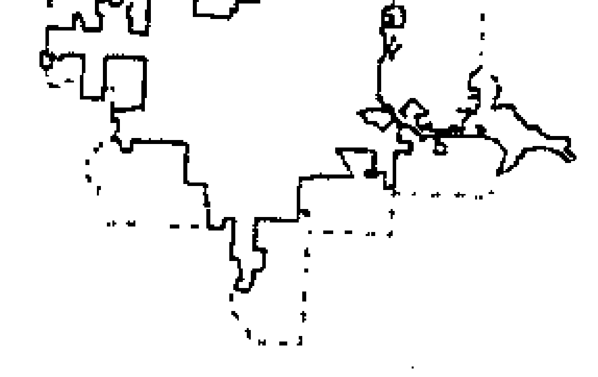
VAC03-6.00

Close Up View

ALLEN



Overview



Legend

Subject Property

VAC03-6.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

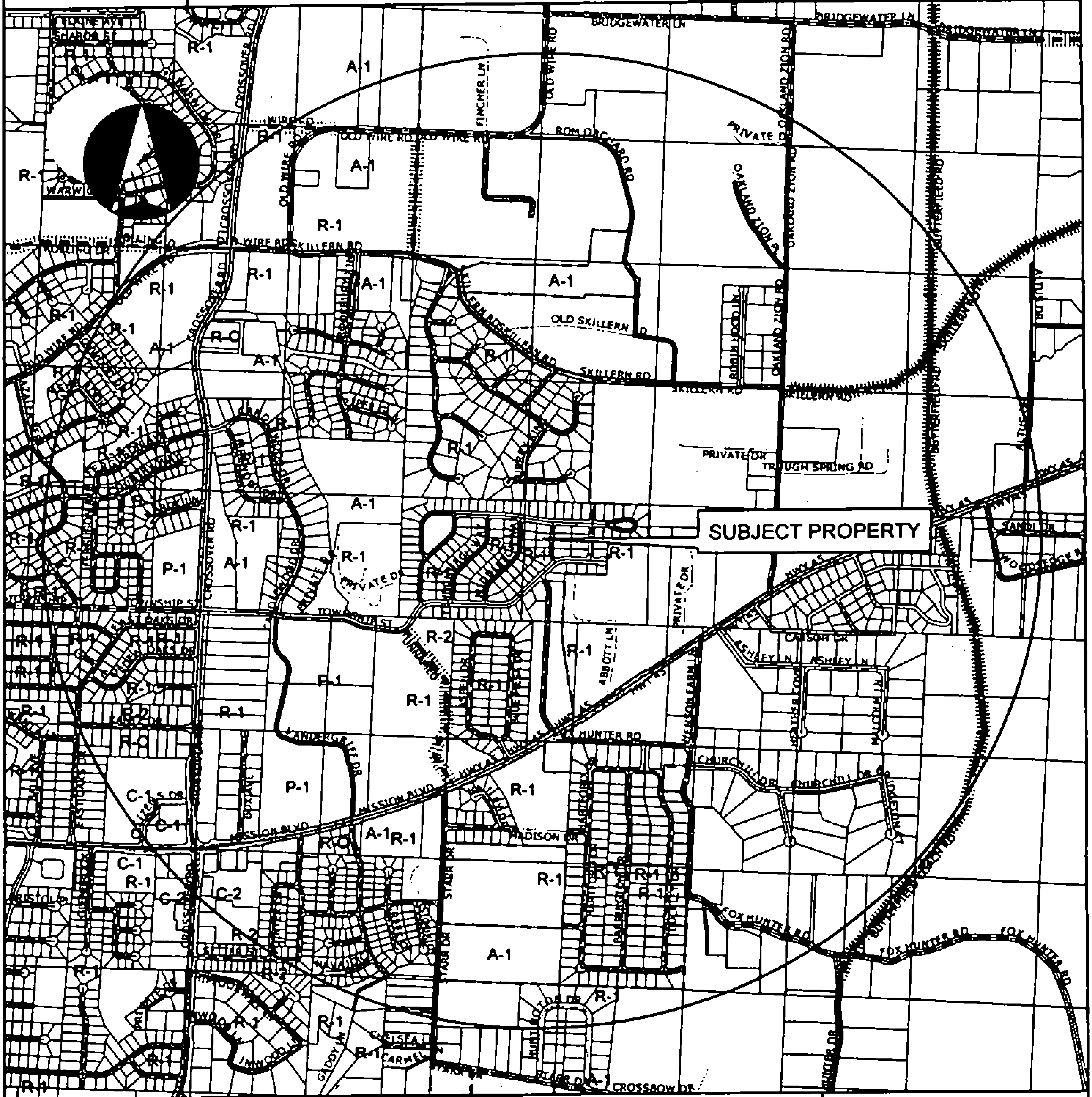
Historic Collector

0 75 150 300 450 600 Feet

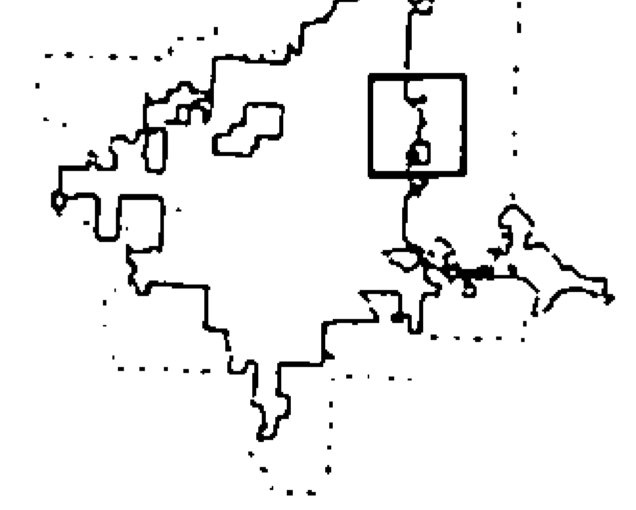
VAC03-6.00

One Mile View

ALLEN



Overview



Legend

Subject Property

VAC03-6.00

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 0.1 0.2 0.4 0.6 0.8 Miles

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

x AGENDA REQUEST

For the Fayetteville City Council Meeting of: May 6, 2003

FROM:

Dawn Warrick	Planning	CP&E
Name	Division	Department

ACTION REQUIRED: Ordinance Approval

SUMMARY EXPLANATION:

ANX 03-2.00: Submitted by James Williams for property located at the northeast corner of Shiloh Drive and Mount Comfort Road. The property is currently an island containing approximately 0.57 acres which is surrounded by the City of Fayetteville and property owned by the University of Arkansas (across I-540). The request is to annex into the City of Fayetteville.

STAFF RECOMMENDATION: Approval

Division Head	Date: 4/10/03
City Attorney	Date: 4/21/03
Department Director	Date: 4-18-03
Finance & Internal Services Dir.	Date: 4-22-03
Chief Administrative Officer	Date: 4-22-03
Mayor	Date: 4/22/03

Received in Mayor's Office 4/22/03 PH
Date

Cross Reference:

Previous Ord/Res#: ______

Orig. Contract Date: ______

Orig. Contract Number: ______

New Item: Yes No

CC Meeting of May 6, 2003

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO:	Mayor Dan Coody Fayetteville City Council
FROM:	Dawn Warrick, Zoning & Development Administrator, AICP
THRU:	Tim Conklin, AICP, Community, Planning & Engineering Services Director
DATE:	April 14, 2003

ANX 03-2.00: Annexation (Williams, pp 363) was submitted by James Williams for property located at the northeast corner of Mt. Comfort Road and Shiloh Drive. The property is currently an island containing approximately 0.57 acres which is surrounded by the City of Fayetteville and property owned by the University of Arkansas (across I-540). The request is to annex the property into the City.

BACKGROUND:
Property Description: The subject property is located at the northwest corner of Shiloh Drive (outer road for I-540) and Porter Road/Mt. Comfort Road. This site is frequently the location of a fireworks stand in the summer due to its location surrounded by the City, but located within the county which permits the sale of fireworks at certain times of the year. Property to the north was recently developed for office usage. Other adjoining uses include the interstate to the east, residential to the west and office and residential to the south. This area is classified as Community Commercial on the Future Land Use map.

The subject property is identified in the City's adopted annexation policy within the General Plan 2020 as an island which should be annexed.

Proposal: The applicant proposes to develop the subject property with a gas station and convenience store. Connection to sewer services provided by the City of Fayetteville requires that the property be located within the corporate City limits.

CURRENT STATUS:
On April 14, 2003, the Planning voted 7-0-0 to forward this item to the City Council with a recommendation for approval.

RECOMMENDATION:
Staff recommends approval of the requested annexation.

ORDINANCE NO.

AN ORDINANCE ANNEXING INTO THE CITY OF FAYETTEVILLE, ARKANSAS, AN ISLAND CONTAINING APPROXIMATELY 0.57 ACRES LOCATED AT THE NORTHEAST CORNER OF MT. COMFORT ROAD AND SHILOH DRIVE.

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

Section 1. That the City Council hereby confirms the annexation to the City of Fayetteville, Arkansas, of that property described in Exhibit "A" attached hereto and made a part hereof.

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

Section 3. That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to assign the zoning designation of A-1, Agricultural to the subject property.

Section 4. That the above-described property is hereby assigned to Ward No. 4.

PASSED AND APPROVED this _____ day of ____________, 2003.

APPROVED: DRAFT

By:____________________________
Dan Coody, Mayor

ATTEST: DRAFT

By:____________________________
Sondra Smith, City Clerk

EXHIBIT "A"
ANX 03-2.00

A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID 40 ACRE TRACT, SAID POINT BEING AN EXISTING ARKANSAS STATE SURVEY MONUMENT; THENCE N89°28'27"E ALONG THE NORTH LINE OF SAID 40 ACRE TRACT 287.81 FEET TO A SET IRON ON THE NORTHWESTERLY RIGHT-OF-WAY OF INTERSTATE 540; THENCE LEAVING THE NORTH LINE OF SAID 40 ACRE TRACT ALONG SAID NORTHWESTERLY RIGHT-OF-WAY S50°54'00"W 159.33 FEET TO AN EXISTING ALUMINUM RIGHT-OF-WAY MONUMENT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S78°38'00"W 165.96 FEET TO A SET IRON ON THE WEST LINE OF SAID 40 ACRE TRACT; THENCE N00°38'17"W 130.56 FEET TO THE POINT OF BEGINNING, CONTAINING 0.57 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Dawn Warrick, Zoning & Development Administrator, AICP
THRU:	Tim Conklin, AICP, Community, Planning & Engineering Services Director
DATE:	April 14, 2003

ANX 03-2.00: Annexation (Williams, pp 363) was submitted by James Williams for property located at the northeast corner of Mt. Comfort Road and Shiloh Drive. The property is currently an island containing approximately 0.57 acres which is surrounded by the City of Fayetteville and property owned by the University of Arkansas (across I-540). The request is to annex the property into the City.

RECOMMENDATION:

Staff recommends approval of the requested annexation based on the findings included as part of this report.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
	O Approved		**O Denied**
Date: April 14, 2003			
CITY COUNCIL ACTION:	**Required**	**YES**	
	O Approved		**O Denied**
Date: May 6, 2003 (1st reading if recommended)			

Comments: ______________________________

BACKGROUND:

Property Description: The subject property is located at the northwest corner of Shiloh Drive (outer road for I-540) and Porter Road/Mt. Comfort Road. This site is frequently the location of a fireworks stand in the summer due to its location surrounded by the City, but located within the county which permits the sale of fireworks at certain times of the year. Property to the north was recently developed for office usage. Other adjoining uses include the interstate to the east, residential to the west and office and residential to the south. This area is classified as Community Commercial on the Future Land Use map.

The subject property is identified in the City's adopted annexation policy within the General Plan 2020 as an island which should be annexed.

Proposal: The applicant proposes to develop the subject property with a gas station and convenience store. Connection to sewer services provided by the City of Fayetteville requires that the property be located within the corporate City limits.

Request: The applicant is requesting that the subject property is annexed into the City of Fayetteville.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Residential / Office	R-2, Medium Density Residential / C-1, Neighborhood Commercial
South	Residential / Mixed	R-2, Medium Density Residential / R-O, Residential Office
East	I-540 / U of A Experimental Farm	Outside City
West	Residential	R-2, Medium Density Residential / R-1, Low Density Residential

INFRASTRUCTURE:
The subject property is surrounded by Mt. Comfort Road on the south/southwest, Shiloh Drive on the east and I-540 on the south/southeast. All of these streets are classified as higher level streets on the Master Street Plan; Mt. Comfort Road as a minor arterial, Shiloh as a collector and I-540 as a freeway/expressway.

Water and sewer services are available to serve a future development in this location.

LAND USE PLAN: General Plan 2020 designates this site as University. The property was originally a part of the U of A Experimental Farm however after I-540 was built, this corner was sold off by the University. The Future Land Use map indicates all areas surrounding the subject property are to develop with Community Commercial uses.

FINDINGS:

11.6 ANNEXATION GUIDING POLICIES

BOUNDARIES

11.6.a Annex existing islands and peninsulas and do not annex areas that would create an island or peninsula.

Finding: **The requested annexation will not create an island or peninsula. Annexatoin of the subject property will eliminate an existing island.**

11.6.b Proposed annexation area must be adjacent, or contiguous, to city limits.

Finding: **The proposed annexation area is adjacent and contiguous to the City Limits.**

11.6.c Areas should either include or exclude entire subdivisions or neighborhoods, not divide.

Finding: **N/A**

11.6.d Boundaries for annexed areas should follow natural corridors.

Finding: **Boundaries include Mt. Comfort Road and I-540. Existing streets provide boundaries on three sides of the subject property which is a wedge shaped parcel.**

11.6.e Timing of services within annexation areas should be considered.

Finding: **Services currently exist in the area of this annexation. Extension of services areas is not made necessary by this request.**

ENVIRONMENTALLY SENSITIVE AREAS

11.6. f Annex environmentally sensitive areas that could be impacted by development and utilize appropriate development regulations to protect those areas.

Finding: **N/A**

EMERGENCY AND PUBLIC SERVICES

11.6.g Public services must be able to be provided efficiently in newly annexed areas.

11.6.h Annexed areas should receive the same level of service of areas already in the city limits.

11.6.i The ability to provide public services should be evaluated in terms of equipment, training of personnel, number of units and response time.

Finding: Findings from various service providers within the city are as follows:

Engineering - **The proposed rezoning is located at the northeast corner of Mt. Comfort Road and Shiloh Drive. Mt. Comfort is classified as a Minor Arterial and Shiloh Drive is a Collector Street.**

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

Fire – **Fire station #2 to this location is 2.2 miles with a 3 minute 44 second response time. Water supply for fire protection will be required for new development.**

Police – **We do not believe there will be any adverse effects to public safety should these properties be rezoned as requested. We also have no objection to ANX 03-2.00.**

INFRASTRUCTURE AND UTILITIES

11.6.j Areas currently served by utilities and other public services should be annexed.

Finding: The subject property has access to existing utilities which serve new commercial development to the north as well as residential development to the west.

11.6.k Proposed annexation areas should not require the upgrading of utilities to meet the demands of development unless there is a threat to public safety.

Finding: Existing utilities are of adequate size to accommodate development of the proposed annexation area.

11.6.l Phased annexation should be initiated by the City within active annexation areas based on planned service extensions or availability of services.

Finding: The proposed annexation is not part of a phased annexation initiated by the City.

INTERGOVERNMENTAL RELATIONS

11.6.m Promote long-range planning with adjacent jurisdictions.

Finding: N/A

11.6.n Establish agreements to address regional concerns, such as water, stormwater and sewer.

Finding: N/A

ADMINISTRATION OF ANNEXATIONS

11.6.o Designate zoning districts for the property during the annexation process.

Finding: **Annexations are automatically zoned A-1, Agricultural. The applicant is requesting to rezone this property as well as the parcel to the west C-1, Neighborhood Commercial in order to develop a gas station and convenience store.**

11.6.p An annexation study should be completed on all annexation proposals.

Finding: **Planning staff has asked the Public Works Department, Fire Department and Police Department to study this annexation request to determine if facilities and services are available to serve this request.**

11.6.q Development proposals require a separate review from the annexation proposals.

Finding: **The development of the subject property will be required to go through the development review process.**

This site is located within the Design Overlay District. Regardless of the size tract being developed, a large scale development plan is required for any nonresidential development per §161.21(F):

> *"F. All nonresidential development within the design overlay district shall be reviewed through the large scale development procedure and shall meet all those requirements regulating large scale developments regardless of the size of the tract."*

11.6.r Residents should be fully informed of annexation activities.

Finding: **Adjoining neighbors have been notified of the annexation request. A legal ad and display have both been submitted with a local newspaper prior to the Planning Commission meeting for which this item is scheduled.**

11.6.w Encourage larger annexations to create acceptable boundaries.

Finding: **In this specific instance all surrounding property is already located within the City limits. A larger annexation area is not possible.**

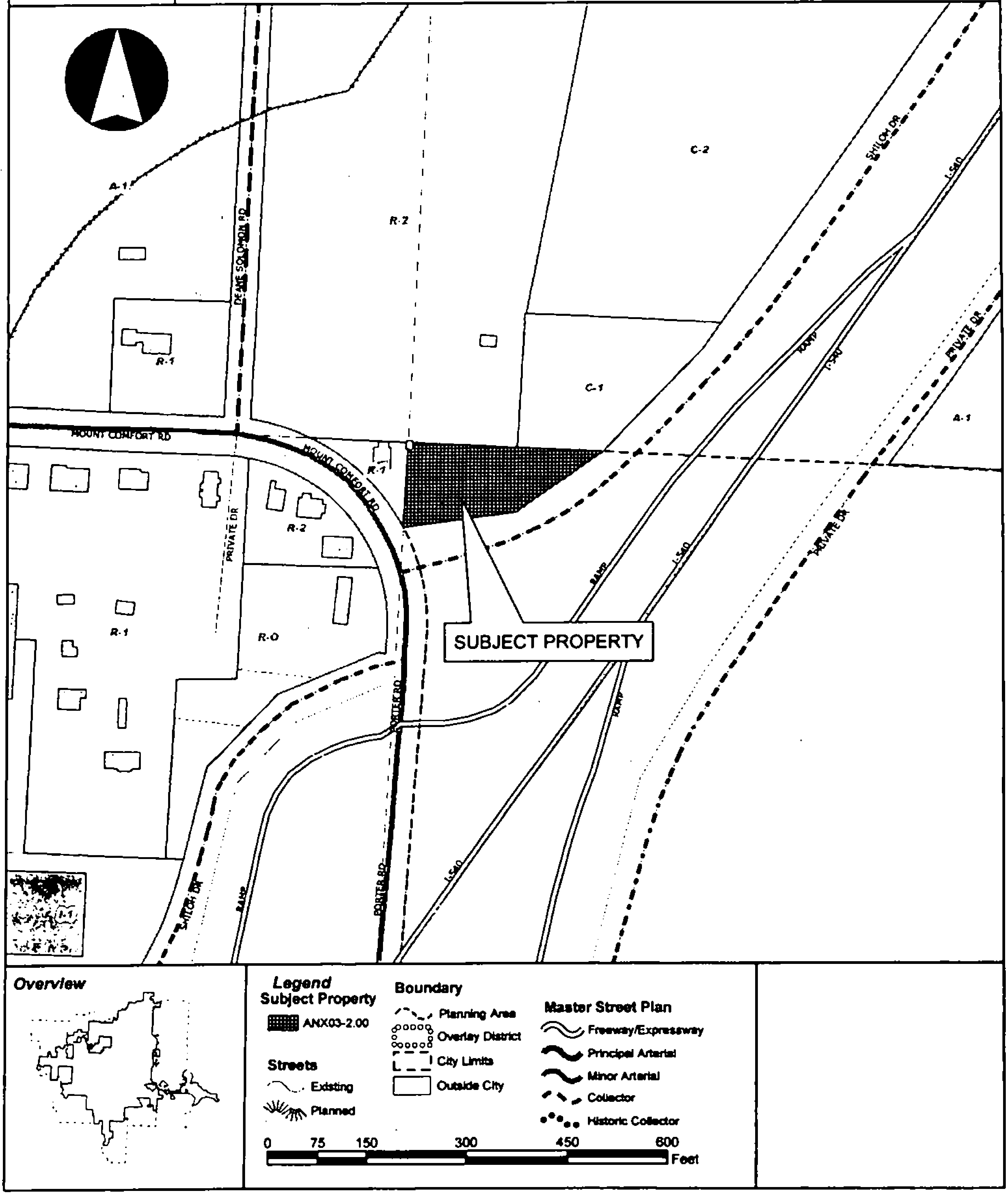
11.6.t Conduct a fiscal impact assessments on large annexations.

Finding: **N/A**

ANX03-2.00

Close Up View

WILLIAMS

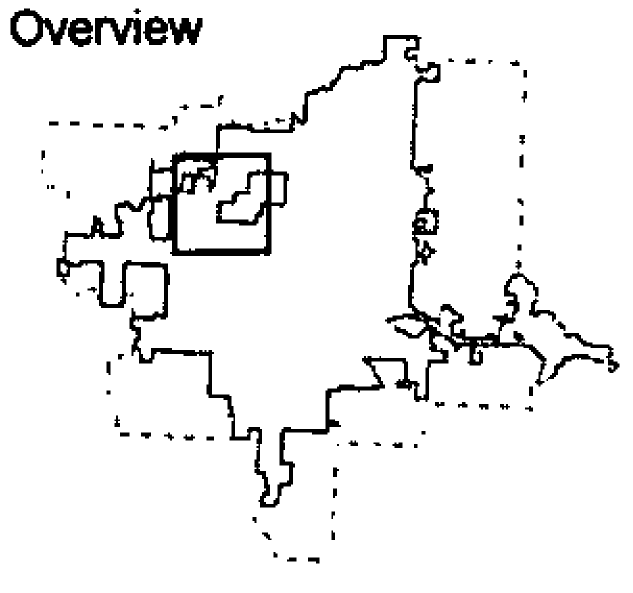


ANX03-2.00

One Mile View

WILLIAMS

Overview



Boundary

Legend

Subject Property

ANX03-2.00

Streets

Existing

Planned

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

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS

CASE NO. CC- 2002-20

FILED
'02 DEC 19 AM 10 07
MARILYN EDWARDS
CO. & PROBATE CLERK
WASHINGTON CO. ARK

IN RE: ANNEXATION OF PROPERTY CONTIGUOUS TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS

ORDER OF ANNEXATION

NOW ON THIS 19th day of December, 2002, the Petition for Annexation of Property Contiguous to the City of Fayetteville, of Mitchell Oil Company, comes on for hearing, and the same is submitted to the Court upon said Petition, proof of publication of notice, the testimony before the Court, and other evidence presented, from all of which the Court finds:

1. That the Petition for Annexation of Property Contiguous to the City of Fayetteville was duly filed in the Office of the County Clerk of Washington County, Arkansas, and that an Order was made fixing the time and place for a hearing on said Petition at this date and time in the County Court of Washington County, Arkansas.

2. That legal notice of the hearing was given as required by law, and such notice of the hearing was published once a week for three consecutive weeks in the N.W. ARK. TIMES, a newspaper published in Washington County, Arkansas. Proof of publication has been made and filed with the Clerk of this Court.

3. That the Petitioner is the sole owner of the property to be annexed.

4. That the owner of the proposed annexed area shall derive substantial benefit from the annexation.

5. That the area to be annexed is part of the growth area of the City of Fayetteville, Arkansas, and the extension of the corporate boundaries is a realization of the natural growth of the City of Fayetteville.

6. That the lands to be annexed are contiguous to and adjoin the City of Fayetteville, Arkansas.

7. That the City Council of the City of Fayetteville, Arkansas, shall, according to the Ark. Code Ann. §14-40-605, accept the annexation by ordinance.

8. That the legal description of the lands to be annexed is that property situate in Washington County, Arkansas, to-wit:

Part of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Six (6), Township Sixteen (16) North, Range Thirty (30) West, and being more particularly described as follows, to-wit: Beginning at the Northeast corner of said 40 acre tract, and running thence South 00 degrees 12'44" East, 130.64 feet; thence South 79 degrees 04' West 7.77 feet to a point on the East right-of-way line of Mt. Comfort Road; thence along said road right of way line for 201.64 feet along a curve to the left having a radius of 314.5 feet, a delta angle of 36 degrees 48'47" and a leading tangent bearing of North 29 degrees 50'26" West; thence East 155.15 feet to the point of beginning, and containing 0.20 acres, more or less, subject to rights of way and easements, if any.

AND:

Part of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Five (5), Township Sixteen (16) North, Range Thirty (30) West, more particularly described as follows: Beginning at the Northwest corner of said 40 acre tract, thence North 89 degrees 23' East along the North line thereof a distance of 297.2 feet to a point on the Westerly proposed right-of-way line of U.S. Highway 71; thence South 50 degrees 54' West along said proposed right-of-way line a distance of 161.2 feet to a point; thence South 78 degrees 38' West along said proposed right-of-way line a distance of 173.8 feet to a point on the West line of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Five (5); thence North 00 degrees 43' West along said West line a distance of 132.7 feet to the point of beginning and containing 0.61 acres, more or less.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the above described lands be, and hereby are, annexed to and hereby made a part of the City of Fayetteville, Washington County, Arkansas.

Jerry Hunton

HON. JERRY HUNTON, County Judge

ANX 03-2.00: Annexation (Williams, pp 363) was submitted by James Williams for property located at the northeast corner of Mt. Comfort Road and Shiloh Drive. The property is currently an island containing approximately 0.57 acres which is surrounded by the City of Fayetteville and property owned by the University of Arkansas (across I-540). The request is to annex the property into the City.

Hoover: Our next item on the agenda is ANX 03-2.00 for property at Mount Comfort Road and Shiloh Drive. Dawn, will you present this please?

Warrick: Yes. The subject property is located at the northwest corner of Shiloh Drive and Porter Road, which turns the corner and becomes Mount Comfort Road at this location. The site is frequently the location of a fireworks stand in the summer due to its location. It is a unique location in that it is completely surrounded by the city but in the county therefore, having the ability to provide a location for a fireworks stand. The property to the north was recently developed for office usage. Other adjoining uses include I-540 to the east, there is a residential area to the west and there is office and residential mixed use to the south. The area is classified as community commercial on the Future Land Use Plan. This particular area is identified in the city's General Plan document under our annexation policy as an island which is desirable for annexation. Findings from various service providers in the city are located in your staff report on page 6.4 and we did receive information from Engineering, Fire and Police. None of those divisions voiced concern with regard to annexing this particular property. Utilities are available to serve the site upon development. The project site is also within the city's Design Overlay District and therefore, any development on the property will be seen by the Planning Commission as a Large Scale Development, regardless of the size. That is a condition of development within the Overlay District. There is an accompanying rezoning request which incorporates the subject property as well as the tract to the west. Staff is recommending in favor of this Annexation.

Hoover: Thank you. Dawn, it is just an island?

Warrick: It is an island basically. The reason that it is considered outside of the city is because it was the corner of the University of Arkansas Experimental Farm. When the interstate cut through that corner was left as a remnant on the west side and the rest of the University of Arkansas Experimental Farm is technically not considered within the city limits with regard to regulation because it is a state owned property. Therefore, it is not governed by the city. This was really just a remnant of that action when the interstate cut through. That is why it was considered basically as an island.

Williams: My name is Jim Bob Williams and I am here to see if I can answer any questions that you have.

Hoover: Thank you. Do we have any members of the audience that would like to address ANX 03-2.00 the corner of Mount Comfort Road and Shiloh Drive?

Kneiss: My name is Ken Kneiss and I represent Farm Credit Services who will be the neighbor to the north. The only thing I wanted to ask and maybe I should've done it sooner, the traffic conditions certainly during the rush hour periods in the morning and in the evenings right now are pretty severe. I was curious if there was anyone on staff or someone that could address what was looked at from a traffic perspective in making this. I understand that it has already been through the various procedures and has the blessing of the city and I don't have a problem with that. I am concerned with the traffic issue because right now every morning and every evening like so many other places in town it is a pretty big issue. As you are headed west to join into Mount Comfort Road in the morning there are cars continually cheating if you will, and going around on the right hand side of the road. If you add a lot more traffic to it I just see that issue becoming a lot larger and I am just wondering if that has been addressed and if so what was the outcome.

Hoover: Thank you. I think that we will be addressing that. Right now we are just looking at the Annexation to bring the property into the city at the moment. The next item is the Rezoning of the property so we will be looking at that too. Is there any other member of the audience that would like to address the Annexation? Seeing none, I will bring it back to the Commission.

Shackelford: Even though I have very fond memories of early childhood buying firecrackers at this location and hate to see my fireworks stand go away, I will go ahead and make a motion that we approve ANX 03-2.00.

Allen: I will second.

Hoover: We have a motion from Commissioner Shackelford and a second from Commissioner Allen, is there any more discussion about the Annexation?

Bunch: A question for the applicant and staff, we are showing in the Annexation request .57 acres and in the legal description we are showing a total of .81, is the discrepancy there right of way dedication?

Warrick: There is some right of way that will be taken out of that. The discrepancy is actually there is a tract to the west that the applicant has purchased and it is also a part of the Rezoning request, which is your next item. It is approximately .2 acres and the applicant is proposing that it, as well as the subject property, be rezoned from when the annexed property is annexed into the city it will be given a zoning designation of A-1. The property immediately to the west of it is also owned by this applicant is .2 acres and that is currently zoned R-2. Those two properties combined are what we will be looking at for the Rezoning request. That brings us up to .77 acres and the rest of it is a right of way issue.

Bunch: The legal description that was given in the Annexation petition from the county actually included both pieces of property, the property that was already in the city and didn't need to be annexed?

Warrick: I believe that they were making double sure that that property was already covered but I believe that was just an error in the Order of Annexation. It didn't need to incorporate that .2 acre piece of property, it already is incorporated in the city limits.

Bunch: Thank you.

Hoover: Is there any other discussion? Renee, will you call the roll?

Roll Call: Upon the completion of roll call the motion to recommend approval of ANX 03-2.00 was approved by a vote of 7-0-0.

Thomas: The motion carries seven to zero.

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

RZN 03-14.00 (Williams)
C. 6. Page 1

x AGENDA REQUEST

For the Fayetteville City Council Meeting of: May 6, 2003

FROM:

Dawn Warrick	Planning	CP&E
Name	Division	Department

ACTION REQUIRED: Ordinance Approval

SUMMARY EXPLANATION:

RZN 03-14.00: Submitted by James Williams for property located at the northeast corner of Shiloh Drive and Mount Comfort Road and contains approximately 0.77 acres. The western tract of property (0.20 acres) is currently zoned R-2, Medium Density Residential and the eastern tract (0.57 acres) is proposed to be annexed into the City with a zoning desination of A-1, Agricultural. The request is to rezone both tracts to C-1, Neighborhood Commercial.

STAFF RECOMMENDATION: Approval

Division Head — Date 4/18/03

Received in Mayor's Office — Date 4/22/03 PH

City Attorney — Date 4/21/03

Department Director — Date 4-18-03

Cross Reference:

Previous Ord/Res#: ______

Finance & Internal Services Dir. — Date 4-22-03

Orig. Contract Date: ______

Chief Administrative Officer — Date 4-22-03

Orig. Contract Number: ______

New Item: Yes No

Mayor — Date 4/22/03

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 03-14.00 AS SUBMITTED BY JAMES WILLIAMS FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF MT. COMFORT ROAD AND SHILOH DRIVE, FAYETTEVILLE, ARKANSAS FROM R-2, MEDIUM DENSITY RESIDENTIAL AND A-1, AGRICULTURAL TO C-1, NEIGHBORHOOD COMMERCIAL.

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

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

PASSED AND APPROVED this ______ day of ___________, 2003.

APPROVED:

By:_____________________
DAN COODY, Mayor

ATTEST:

By: ________________________
Sondra Smith, City Clerk

EXHIBIT "A"
RZN 03-14.00

A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5), AND A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION SIX (6), ALL IN TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5), SAID POINT BEING AN EXISTING ARKANSAS STATE SURVEY MONUMENT; THENCE N89°28'27"E ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5) 287.81 FEET TO A SET IRON ON THE NORTHWESTERLY RIGHT-OF-WAY OF INTERSTATE 540; THENCE LEAVING THE NORTH LINE OF SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5) AND RUNNING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY S50°54'00"W 159.33 FEET TO AN EXISTING ALUMINUM RIGHT-OF-WAY MONUMENT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S78°38'00"W 173.83 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE 540 AND THE EASTERLY RIGHT-OF-WAY OF MT. COMFORT ROAD, SAID POINT BEING AN EXISTING ALUMINUM RIGHT-OF-WAY MONUMENT, SAID POINT ALSO BEING ON A 314.15 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE AND RIGHT-OF-WAY OF SAID MT. COMFORT ROAD 201.72 FEET, THE CHORD FOR WHICH BEING N48°40'02"W 198.28 FEET, TO A SET IRON ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION SIX (6); THENCE N89°34'27"E 155.15 FEET TO THE POINT OF BEGINNING, CONTAINING 0.77 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO:	Mayor Dan Coody Fayetteville City Council
FROM:	Dawn Warrick, Zoning & Development Administrator, AICP
THRU:	Tim Conklin, AICP, Community, Planning & Engineering Services Director
DATE:	April 14, 2003

RZN 03-14.00: Rezoning (Williams, pp 363) was submitted by James Williams for property located at the northeast corner of Mt. Comfort Road and Shiloh Drive and contains approximately 0.77 acres. The western tract of property (0.20 acres) is currently zoned R-2, Medium Density Residential and the eastern tract (0.57 acres) is proposed to be annexed into the City with a zoning designation of A-1, Agricultural. The request is to rezone both tracts to C-1, Neighborhood Commercial.

BACKGROUND:

Property Description: The subject property is located at the northwest corner of Shiloh Drive (outer road for I-540) and Porter Road/Mt. Comfort Road. This site is frequently the location of a fireworks stand in the summer due to its location surrounded by the City, but located within the county which permits the sale of fireworks at certain times of the year. Property to the north was recently developed for office usage. Other adjoining uses include the interstate to the east, residential to the west and office and residential to the south. This area is classified as Community Commercial on the Future Land Use map.

The subject property is identified in the City's adopted annexation policy within the General Plan 2020 as an island which should be annexed.

Proposal: The applicant proposes to develop the subject property with a gas station and convenience store. Connection to sewer services provided by the City of Fayetteville requires that the property be located within the corporate City limits.

CURRENT STATUS:

On April 14, 2003, the Planning voted 7-0-0 to forward this item to the City Council with a recommendation for approval.

RECOMMENDATION:

Staff recommends approval of the requested rezoning.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

PC Meeting of April 14, 2003

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn Warrick, Zoning & Development Administrator, AICP
THRU: Tim Conklin, AICP, Community, Planning & Engineering Services Director
DATE: April 14, 2003

RZN 03-14.00: Rezoning (Williams, pp 363) was submitted by James Williams for property located at the northeast corner of Mt. Comfort Road and Shiloh Drive and contains approximately 0.77 acres. The western tract of property (0.20 acres) is currently zoned R-2, Medium Density Residential and the eastern tract (0.57 acres) is proposed to be annexed into the City with a zoning designation of A-1, Agricultural. The request is to rezone both tracts to C-1, Neighborhood Commercial.

RECOMMENDATION:

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

PLANNING COMMISSION ACTION:	**Required**	**YES**
	○ Approved	**○ Denied**
Date: April 14, 2003		
CITY COUNCIL ACTION:	**Required**	**YES**
	○ Approved	**○ Denied**
Date: May 6, 2003 (1st reading if recommended)		

Comments: ______________________________

BACKGROUND:

Property Description: The subject property is located at the northwest corner of Shiloh Drive (outer road for I-540) and Porter Road/Mt. Comfort Road. This site is frequently the location of a fireworks stand in the summer due to its location surrounded by the City, but located within the county which permits the sale of fireworks at certain times of the year. Property to the north was recently developed for office usage. Other adjoining uses include the interstate to the east, residential to the west and office and residential to the south. This area is classified as Community Commercial on the Future Land Use map.

The subject property is identified in the City's adopted annexation policy within the General Plan 2020 as an island which should be annexed.

Proposal: The applicant proposes to develop the subject property with a gas station and convenience store. Connection to sewer services provided by the City of Fayetteville requires that the property be located within the corporate City limits.

Request: The applicant is requesting that the subject property is annexed into the City of Fayetteville. A rezoning request for C-1, Neighborhood Commercial zoning accompanies this annexation request.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Residential / Office	R-2, Medium Density Residential / C-1, Neighborhood Commercial
South	Residential / Mixed	R-2, Medium Density Residential / R-O, Residential Office
East	I-540 / U of A Experimental Farm	Outside City
West	Residential	R-2, Medium Density Residential / R-1, Low Density Residential

INFRASTRUCTURE:
The subject property is surrounded by Mt. Comfort Road on the south/southwest, Shiloh Drive on the east and I-540 on the south/southeast. All of these streets are classified as higher level streets on the Master Street Plan; Mt. Comfort Road as a minor arterial, Shiloh as a collector and I-540 as a freeway/expressway.

Water and sewer services are available to serve a future development in this location.

LAND USE PLAN: General Plan 2020 designates this site Community Commercial. Rezoning this property to C-1, Neighborhood Commercial 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 rezoning is consistent with the General Plan 2020 which identifies the site within a Community Commercial node. Provision of services for the nearby residential areas as well as to highway travelers may be accommodated by the proposed rezoning and accompanying annexation.**

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

Finding: **The rezoning is justified in that it is consistent with land use planning objectives identified in the General Plan 2020. Proximity to the interstate makes a residential use of the property less desirable. Combining the already zoned R-2 portion of the subject property with the area under consideration for annexation at the corner will allow for a reasonably sized development site. The property is located within the Design Overlay District which will require the applicant to process a large scale development in order to obtain approvals necessary to develop the property.**

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

Finding: **Additional traffic generated by a commercial development on this site would likely be greater than a residential use would create, however the many different means of accessing the site will provide opportunities. Review of access locations during the large scale development process will be very important for this property.**

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 rezoning will not alter population density. Findings from various service providers within the city are as follows:**

Engineering - **The proposed rezoning is located at the northeast corner of Mt. Comfort Road and Shiloh Drive. Mt. Comfort is classified as a Minor Arterial and Shiloh Drive is a Collector Street.**

The proposed rezoning to C-1 may or may not result in additional traffic danger and congestion for this area. Access to the developed site and the circulation network within the development shall be reviewed in detail as part of the subdivision or large scale development process. The layout,

connectivity, circulation plan, ingress and egress provisions will be reviewed in detail as information becomes available.

***Fire* – Fire station #2 to this location is 2.2 miles with a 3 minute 44 second response time. Water supply for fire protection will be required for new development.**

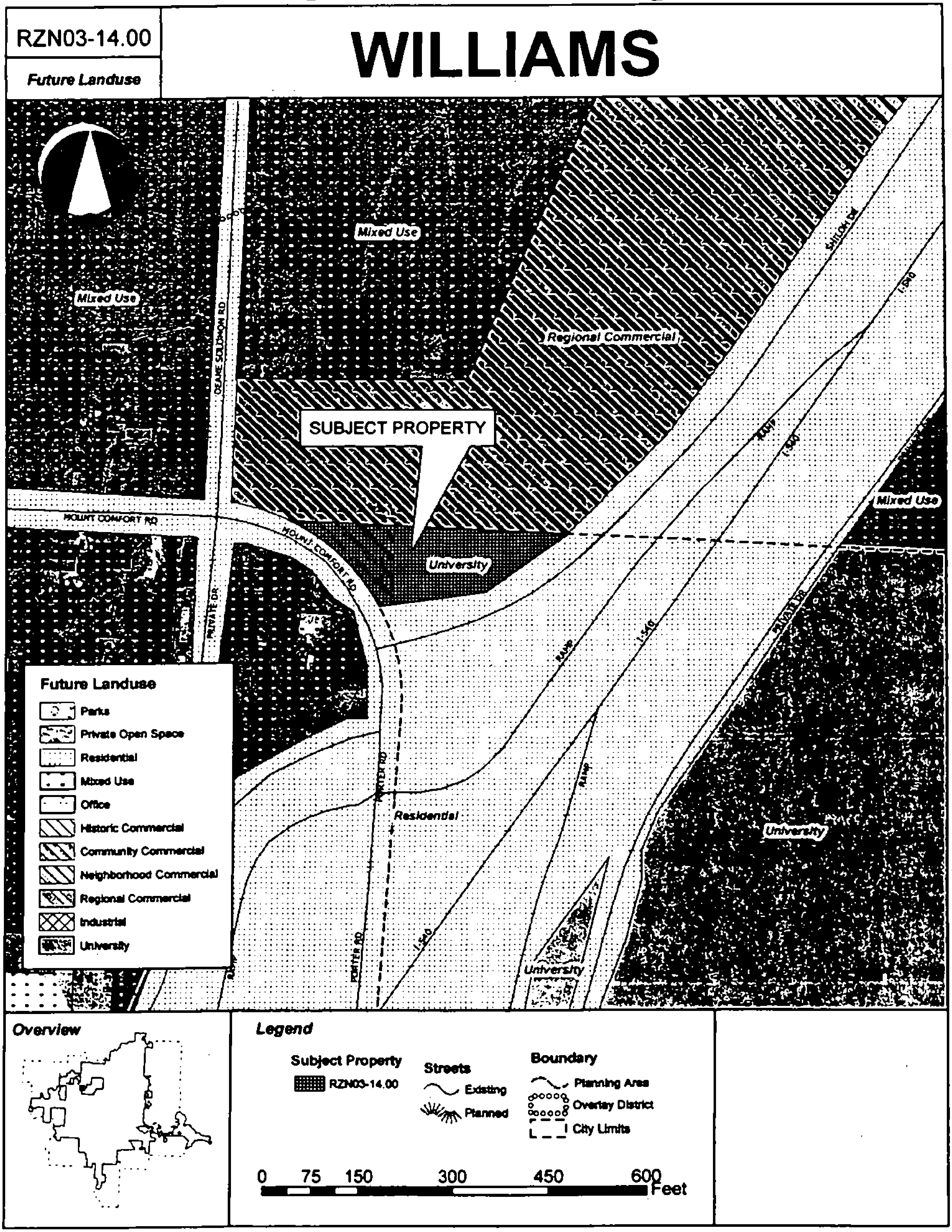
***Police* – We do not believe there will be any adverse effects to public safety should these properties be rezoned as requested. We also have no objection to ANX 03-2.00.**

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.

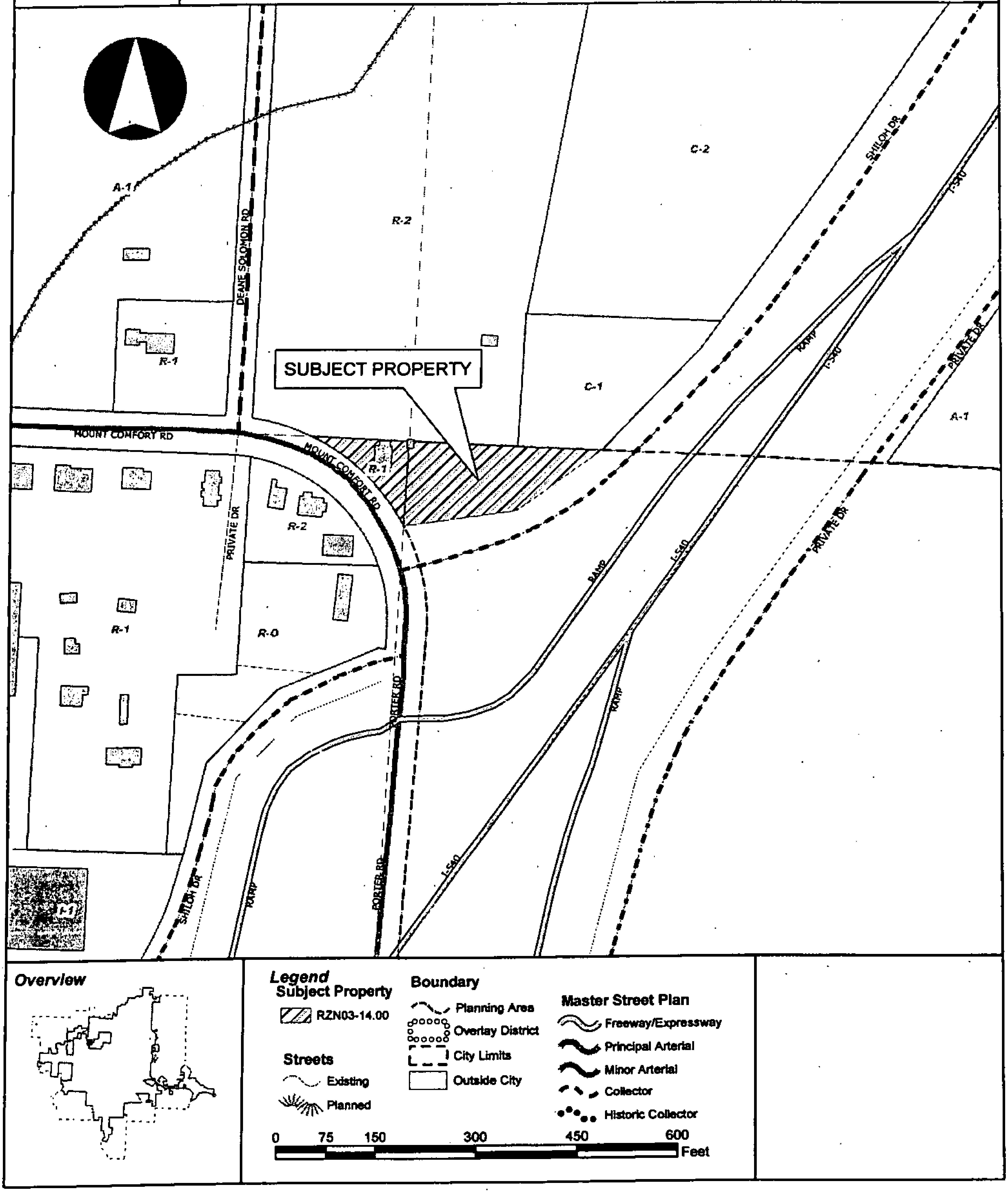
Finding: **N/A**


RZN03-14.00
Future Landuse
WILLIAMS
Mixed Use
Mixed Use
Regional Commercial
SUBJECT PROPERTY
University
Mixed Use
Residential
University
University
DEANE SOLOMON RD
MOUNT COMFORT RD
MOUNT COMFORT RD
PRIVATE DR
SHILOH DR
I-540
RAMP
PORTER RD
PRIVATE DR
Future Landuse
Parks
Private Open Space
Residential
Mixed Use
Office
Historic Commercial
Community Commercial
Neighborhood Commercial
Regional Commercial
Industrial
University
Overview
Legend
Subject Property
RZN03-14.00
Streets
Existing
Planned
Boundary
Planning Area
Overlay District
City Limits
0 75 150 300 450 600
Feet

RZN03-14.00

Close Up View

WILLIAMS

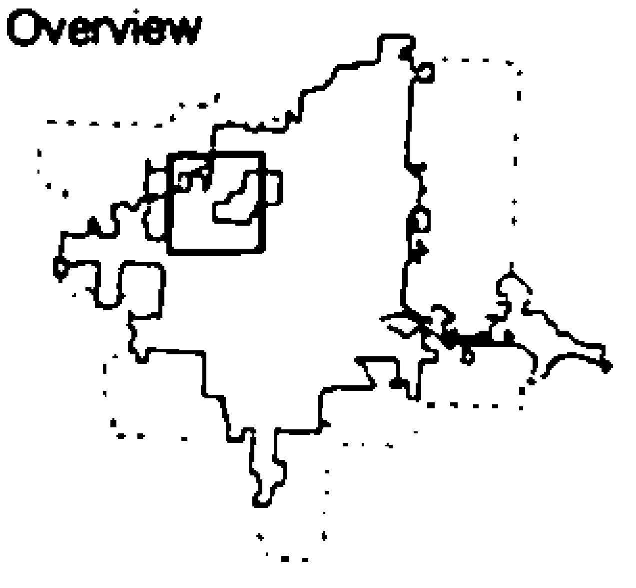


RZN03-14.00

One Mile View

WILLIAMS

Overview



Legend

Subject Property

RZN03-14.00

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

RZN 03-14.00: Rezoning (Williams, pp 363) was submitted by James Williams for property located at the northeast corner of Mt. Comfort Road and Shiloh Drive and contains approximately 0.77 acres. The western tract of property (0.20 acres) is currently zoned R-2, Medium Density Residential and the eastern tract (0.57 acres) is proposed to be annexed into the City with a zoning designation of A-1, Agricultural. The request is to rezone both tracts to C-1, Neighborhood Commercial.

Hoover: The next item is RZN 03-14.00 which is the same piece of property. Dawn, would you like to tell us about the Rezoning?

Warrick: Sure. This is the same piece of property that we were discussing with the Annexation with the addition of a small tract to the west which is currently zoned R-2 and has a small home on it. That contains approximately.2 acres. With regard to findings that are necessary in order for the Planning Commission to consider a Rezoning: The proposed Rezoning is consistent with the General Plan 2020. This area is designated as community commercial and the applicant in this case is requesting a C-1 zoning designation. The potential development that has been discussed for this particular site is a gas station and convenience store, which is a use that is permitted in the C-1 zoning district. Staff believes that the Rezoning is justified and that it is consistent with land use planning, the General Plan 2020. It's proximity to the interstate makes the residential use of the property less desirable. Combining the already zoned R-2 portion of the subject property and the area that is under consideration for Annexation will allow for a reasonably sized development site. Like I mentioned before, the property is located within the Design Overlay District which will require the applicant to process a Large Scale Development so that the Planning Commission will have an opportunity to review the development plans. With regard to traffic danger and congestion, one of your findings, additional traffic will most likely be generated by this commercial development and it would likely be a larger traffic generator than a residential use on this site. The applicant's purchase of the adjoining property to the west does allow for some additional opportunities with regard to direct access to the site. Adjoining streets, Mount Comfort/Porter Road is I believe a minor arterial in this location and then Shiloh Drive, which is the outer road to the Interstate is a principal arterial in this location. This is a tricky corner with regard to traffic. We will look at that very closely at the time of development proposal when we are looking at the Large Scale. The location of access drives to the site will be very important and staff will work with the applicant and with Subdivision Committee and Planning Commission when we get to that point to hopefully work out the best solution with regard to accessing the site safely. With regard to altering population density staff found that this proposed Rezoning will not alter population density. With regard to provision of service from various providers within the city, we had no objections or concerns from Fire, Police or Engineering. The Fire Marshall reports that from fire station #2 to this location it is approximately 2.2 miles with a 3 minute 44 second response time. I believe that covers the findings that you are required to make. Staff is recommending in favor of the requested Rezoning to C-1.

Hoover: Thank you Dawn. Does the applicant have a presentation?

Williams: Not at this time.

Hoover: I will open it up to public comment. Mr. Kneiss, would you like to address us on the traffic again?

Kneiss: The same issues as I stated before.

Hoover: Thank you. Are there any other members of the audience that would like to comment on this Rezoning? Seeing none, I will bring it back to the Commission.

Shackelford: Dawn, you mentioned that the traffic would be looked at in the Large Scale Development. Clarify for me, this is less than an acre but a Large Scale Development will be required because it is in the Overlay District, is that correct?

Warrick: That is correct.

Shackelford: So we will see this project again as a LSD?

Warrick: Yes you will.

Shackelford: Thank you.

Conklin: I just wanted to mention one other thing about the traffic. When Duncan & Associates looked at a road impact fee the size of the site, and I am not sure how it is going to be developed, I think one of the plans are to develop it into a gasoline service station. Typically a convenience type store or gas station didn't typically generate a lot of additional traffic. It was more for the convenience of the people within the area. I do realize that this is on I-540 so there may be some additional traffic coming off of the interstate but the impact fees that were looked at based on land use and how much traffic is generated from a small gas station/convenience store were very minimal because studies have shown that people that are using those facilities live in that neighborhood or live in those areas and they are already traveling on Mount Comfort/Porter Road. We do have two schools out in that area and it is not generating brand new trips. I just wanted to add that.

Hoover: Dawn, I have a question. You mentioned another street other than Mount Comfort and I don't see it on our map.

Warrick: Porter Road becomes Mount Comfort Road in that location and I think I also mentioned Shiloh Drive which is the outer road adjacent to the east property line.

Hoover: Thank you.

Bunch: Within a one mile radius to the south of this there is a section of Shiloh that is awaiting completion pending funding from various other traffic generators in the area. Would this project have any impact on the bridge on Shiloh that we are gradually accumulating money and hopefully someday we will build that will ease traffic on Shiloh?

Conklin: Actually Shiloh Drive is in our CIP program. You are talking about Shiloh Drive between Mount Comfort and Wedington?

Bunch: Yes.

Conklin: That is within our CIP program. I have talked to the property owner south of where it dead ends and I think that developer is just going to wait until the city does the CIP project before that bridge is constructed. That is in our CIP.

Bunch: Is this project close enough to be considered a traffic generator to make a contribution? I imagine that it would be extremely small even if there was one.

Conklin: We are going to have to take a look at it. Once again, based upon our impact fee consultants, if it is a small convenience type store or gas station, it would have a very minimal impact on traffic. Most of the studies have shown that traffic that is generated by those facilities are within those areas. The only thing that I am a little unclear of is with regard to it being adjacent to I-540 and that may change some of the study's findings but typically a gas station convenience store in these areas or residential areas have a minimal impact on traffic.

Bunch: Thank you.

Hoover: Are there any other comments or motions?

MOTION:

Ostner: I think this is a good thing to rezone this to C-1. I will move that we approve RZN 03-14.00.

Hoover: I have a motion by Commissioner Ostner, do I have a second?

Allen: I will second.

Hoover: Thank you Commissioner Allen. Is there anymore discussion? Seeing none, would you call the roll Renee?

Roll Call: Upon the completion of roll call the motion to forward RZN 03-14.00 was approved by a vote of 7-0-0.

Thomas: The motion carries seven to zero.

RZN 03-15.00 (McCord)
STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION C. 7. Page 1

x AGENDA REQUEST

For the Fayetteville City Council Meeting of: May 6, 2003

FROM:

Dawn Warrick	Planning	CP&E
Name	Division	Department

ACTION REQUIRED: Ordinance Approval

SUMMARY EXPLANATION:

RZN 03-15.00: Submitted by James McCord, attorney, on behalf of Meadows Enterprises, Inc. for property located south of Goff Farm Road and west of Dead Horse Mountain Road, containing approximately 67.47 acres. The property is currently zoned A-1, Agricultural, the request is to rezone to R-1, Low Density Residential.

STAFF RECOMMENDATION: Approval

Division Head	4/18/03 Date	Received in Mayor's Office	4/22/03 PH Date
City Attorney	4/21/03 Date		
Department Director	4-18-03 Date	Cross Reference:	
		Previous Ord/Res#:	
Finance & Internal Services Dir.	4-22-03 Date	Orig. Contract Date:	
Chief Administrative Officer	4-22-03 Date	Orig. Contract Number:	
		New Item:	Yes No
Mayor	4/22/03 Date		

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 03-15.00 AS SUBMITTED BY JAMES MCCORD ON BEHALF OF MEADOWS ENTERPRISES, INC. FOR PROPERTY LOCATED SOUTH OF GOFF FARM ROAD AND WEST OF DEAD HORSE MOUNTAIN ROAD, FAYETTEVILLE, ARKANSAS CONTAINING APPROXIMATELY 67.47 ACRES FROM A-1, AGRICULTURAL TO R-1, LOW DENSITY RESIDENTIAL.

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 A-1, Agricultural R-1, Low Density Residential as shown in Exhibit "A" attached hereto and made a part hereof.

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

PASSED AND APPROVED this ______ day of __________, 2003.

APPROVED:

By:____________________
DAN COODY, Mayor

ATTEST:

By: ________________________
Sondra Smith, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO:	Mayor Dan Coody Fayetteville City Council
FROM:	Dawn Warrick, Zoning & Development Administrator, AICP
THRU:	Tim Conklin, AICP, Community, Planning & Engineering Services Director
DATE:	April 14, 2003

RZN 03-15.00: Rezoning (Meadows Enterprises, pp 607) was submitted by James McCord, Attorney on behalf of Meadows Enterprises, Inc. for property located south of Goff Farm Road and west of Dead Horse Mountain Road. The property is currently zoned A-1, Agricultural and contains approximately 67.47 acres. The request is to rezone the property to R-1, Low Density Residential.

BACKGROUND:

Property description: The subject property is located south of the existing Stonebridge Meadows subdivision. It circles around a portion of the already developed golf course which was installed with the original phase of this subdivision. In addition to the next phase of Stonebridge Meadows subdivision, the applicant states that a portion of the property to be rezoned with this request will be dedicated to the Fayetteville School District.

The subject property is classified on the Future Land Use Plan as residential.

Proposal: The applicant proposes to develop an additional phase of the Stonebridge Meadows subdivision. The proposal includes approximately 90 single family home lots similar in character to the current phase. The requested zoning would provide for low density residential development at a maximum density of 4 units per acre.

CURRENT STATUS:

On April 14, 2003, the Planning voted 7-0-0 to forward this item to the City Council with a recommendation for approval.

RECOMMENDATION:

Staff recommends approval of the requested rezoning.

EXHIBIT "A"
RZN 03-15.00

Part of the East ½ of Sec 24 T 16N R 30W, and part of the fractional SW ¼ of Sec 19 T16N R29W of the 5th Principal Meridian, in Washington Co. Arkansas, and being more particularly described as follows: Commencing @ the SE corner of said Sec 24 T16N R30W, said corner being THE POINT OF BEGINNING thence N89°56'10"E 2059.68 feet to the centerline of Cleveland Ravine, Thence along said centerline of Cleveland Ravine

N19°36'45"W150.47',	N38°27'09" E 53.89'
N13°49'00"E 91.45',	N42°56'02"W 88.56',
N3°32'24"W 73.83',	N31°41'16"W 89.09',
N2°39'15"E 124.71',	N18°35'49"E 121.76',
N25°21'06"E 147.48',	N31° 18'51"E 87.33',
N1° 46'14"W 36.74',	N19°37'32"W 36.79',
N0° 09'03"E 66.54',	N23° 18'34"E 52.57',
N6° 55'49"W 41.85',	N52°44'27"W 39.27',
N24° 56'48"W 39.91',	N4° 21'51"E 96.13',

Thence departing said Cleveland Ravine N89°57'06"W 890.47 Feet, thence S 00° 02'54"W 149.14 Feet, Thence N89°59'34"W 564.44 feet, thence N00°22'13"W 149.55 feet, Thence N 00°09'36" W 752.00 feet to the centerline of Washington County Road 170, Thence along said centerline S 55°32'00"W 167.41 feet, Thence departing said centerline S 00°59'40" E 273.48 feet, thence S 55° 04'00" W 206.40 feet, Thence N 01°39'36" W 273.51 feet to the centerline of County Road 170, Thence along said centerline S 55° 31' 42" W 379.87 feet, Thence departing said centerline S34° 28'00" E 270.43 feet, Thence

S76°19'21"E 170.93',	S41°49'15" E 183.12'
S03° 59'47"E 198.92'	S11°57'04" E 111.23'
S00° 25' 08" E 64.54',	S09°23'21" E 337.85'
S06°43'08" W 148.22'	S66° 47'53" W 161.03'
S88° 59'47" W 223.62'	N43° 27' 48" W 256.09'
N21° 46' 27"W 579.40'	N49°36'43" W 519.57'

Thence N07° 21'55" W 163.90 feet to the centerline of Washington County Road 170, Thence along said centerline S87°08'13" W 368.08', Thence departing said centerline,

S32°53'27" E 136.52',	S07°05'41" E 205.25'
S49° 36'43" E 371.37',	S33° 04'35" E 369.03'
S21° 46'27" E 222.17',	S29° 24'17" E 524.49'

To the South line of said East ½ of Sec 24 T16N R 30W, Thence along said South line N89°56'09" E 121.04 feet to the P.O.B. containing 67.47 acres more or less subject to utility easements and right of way of record.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

PC Meeting of April 14, 2003

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn Warrick, Zoning & Development Administrator, AICP
THRU: Tim Conklin, AICP, Community, Planning & Engineering Services Director
DATE: April 14, 2003

RZN 03-15.00: Rezoning (Meadows Enterprises, pp 607) was submitted by James McCord, Attorney on behalf of Meadows Enterprises, Inc. for property located south of Goff Farm Road and west of Dead Horse Mountain Road. The property is currently zoned A-1, Agricultural and contains approximately 67.47 acres. The request is to rezone the property to R-1, Low Density Residential.

RECOMMENDATION:

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

PLANNING COMMISSION ACTION:	**Required**	**YES**	
	O Approved		**O Denied**
Date: April 14, 2003			
CITY COUNCIL ACTION:	**Required**	**YES**	
	O Approved		**O Denied**
Date: May 6, 2003 (1st reading if recommended)			

Comments: ______________________________________

____

____

BACKGROUND:

Property description: The subject property is located south of the existing Stonebridge Meadows subdivision. It circles around a portion of the already developed golf course which was installed with the original phase of this subdivision. In addition to the next phase of Stonebridge

Meadows subdivision, the applicant states that a portion of the property to be rezoned with this request will be dedicated to the Fayetteville School District.

Proposal: The applicant proposes to develop an additional phase of the Stonebridge Meadows subdivision. The proposal includes approximately 90 single family home lots similar in character to the current phase. The requested zoning would provide for low density residential development at a maximum density of 4 units per acre.

Request: The request is to rezone the subject property from A-1, Agricultural to R-1, Low Density Residential.

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Residential / golf course	R-1 / A-1
South	Rural / Agricultural	A-1 / Outside City
East	Rural / Agricultural	Outside City
West	Rural / Agricultural	A-1

INFRASTRUCTURE:
Access to the site is from Dead Horse Mountain Road, River Meadows Drive and Roberts Road to Goff Farm Road which runs along the northern property line. Access to existing water and sewer facilities is available to the site.

LAND USE PLAN: General Plan 2020 designates this site Residential. Rezoning this property to R-1, Low Density Residential 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 rezoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans. Surrounding properties are residential or agricultural in nature. The subject property provides for an extension of an existing single family subdivision.**

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

Finding: **The proposed rezoning is justified because it is consistent with the city's**

adopted General Plan 2020.

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

Finding: **The proposed rezoning will increase the amount of traffic generated by the property. This increase should not create or appreciably increase traffic danger and congestion. The impact of traffic generated by a development on this property and necessary off-site improvements will be evaluated at the time a development proposal is brought forward by the developer.**

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: **Findings with regard to provision of services are as follows:**

Engineering - **The site has access to an existing 6" water main along Huntsville Road. A 6" sewer main is also located along Huntsville Road.**

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

Fire – **Fire station #5 to the subject property is 2.4 miles with a response time of 3 minutes 43 seconds. A fire hydrant is available. Adequate provisions for fire protection within a new development will be required.**

Police - **We do not believe there will be any adverse effects to public safety should these properties be rezoned as requested.**

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**

DESCRIPTION OF REZONING REQUEST
MEADOWS ENTERPRISES, INC.
67.47 ACRES SOUTH OF E. GOFF FARM ROAD AND STONEBRIDGE MEADOWS SUBDIVISION

Meadows Enterprises, Inc. ("Meadows") is the record owner of 67.47 acres of real property located immediately south of E. Goff Farm Road and Stonebridge Meadows Subdivision, Phase I. The property adjoins Stonebridge Meadows golf course.

There is no proposed or pending sale of the property.

Meadows is requesting that the property be rezoned from A-1 to R-1 in order to develop Stonebridge Meadows Subdivision, Phase II. As now proposed, Phase II would have approximately 90 lots for single family dwellings, 12-16 acres would be dedicated to the Fayetteville School District for an elementary school or middle school and the remainder of the property would be left as open space at this time for possible future development.

The land use, traffic, appearance and signage would be compatible with Phase I of Stonebridge Meadows Subdivision and other surrounding properties.

A 6-inch water line and an 8-inch sewer line are available to serve the property.

R-1 zoning is consistent with the City's Future Land Use Plan (General Plan 2020).

R-1 zoning is needed at this time to meet the current demand for single family housing in the immediate area. The demand is evidenced by the fact that lots in Stonebridge Meadows Subdivision, Phase I are selling, and Meadows has already received inquiries regarding the purchase of a substantial number of lots in proposed Phase II.

R-1 zoning will not create or appreciably increase traffic danger and congestion with the number of single-family lots proposed for development at this time.

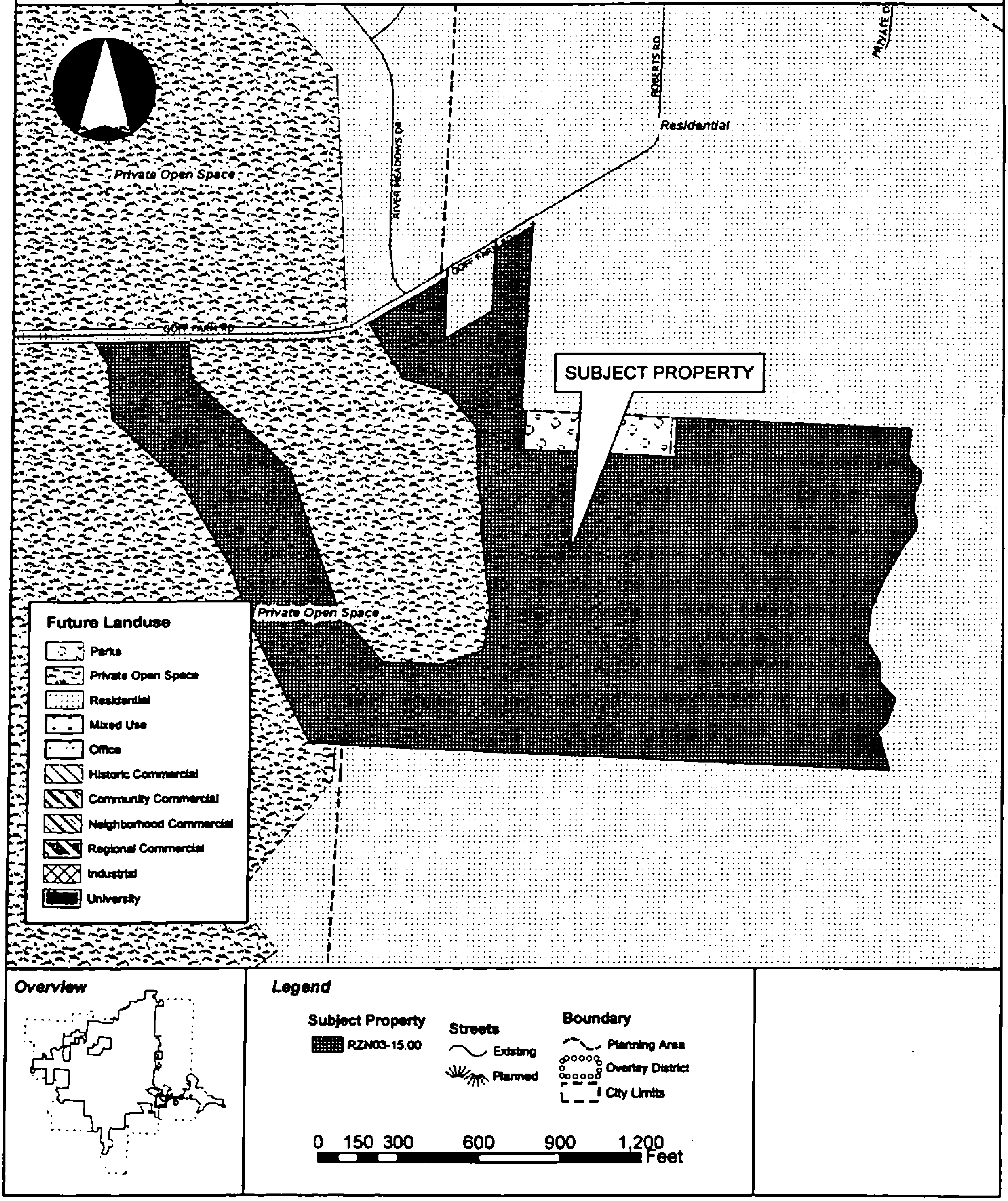
R-1 zoning will not alter the population density or undesirably increase the load on public services, such as schools. Meadows will dedicate 12-16 acres to the Fayetteville Scholl District for an elementary school or middle school and has already discussed the dedication with representatives of the School District. The rezoning will not undesirably increase the load on water and sewer facilities with the number of single-family lots proposed for development.

It would be impractical to develop a residential subdivision on the property under the A-1 zoning classification, because that classification requires 2-acre lots and 200 feet of street frontage for single-family dwellings.

RZN03-15.00

Future Landuse

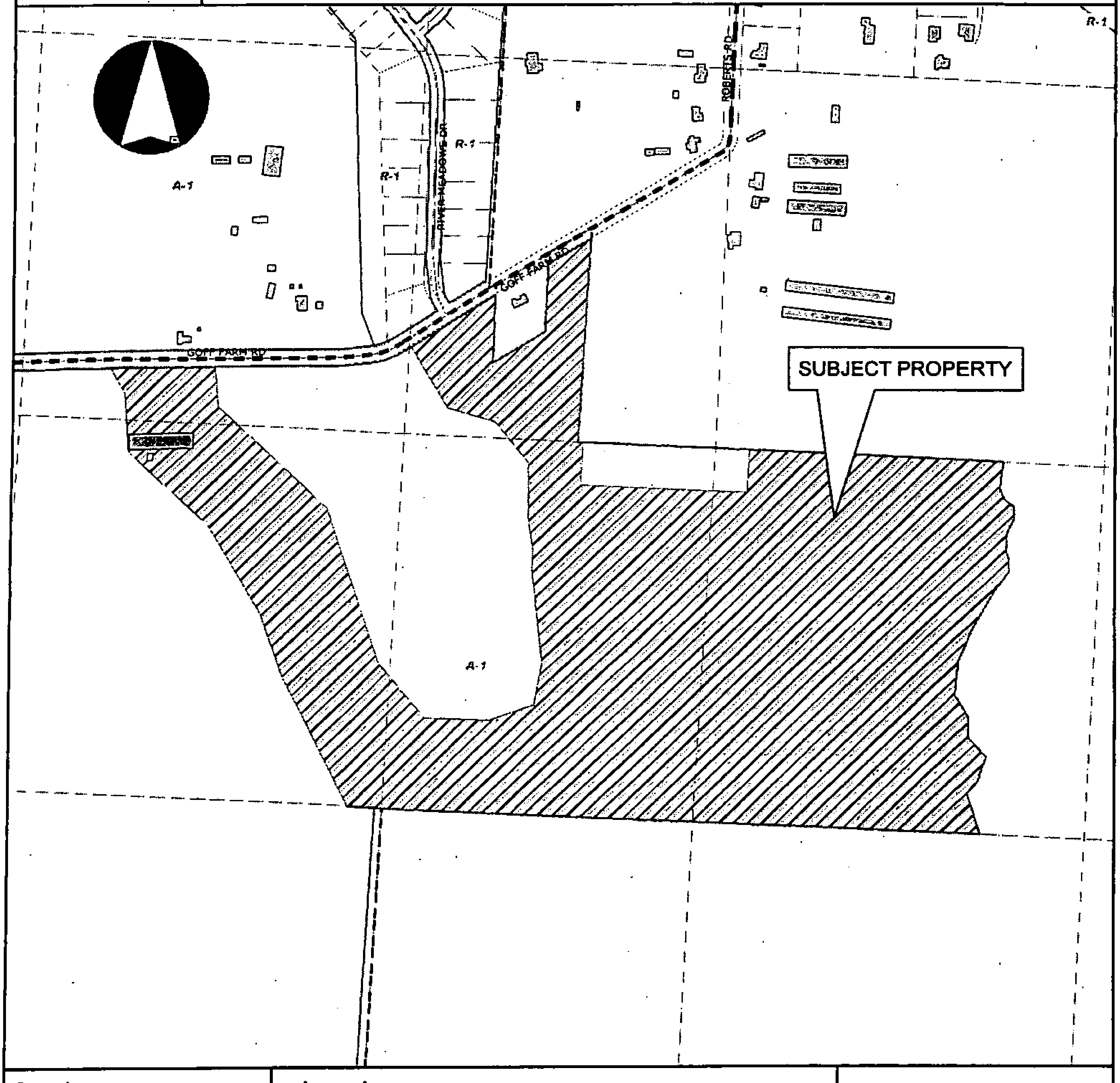
MEADOWS ENTERPRISES



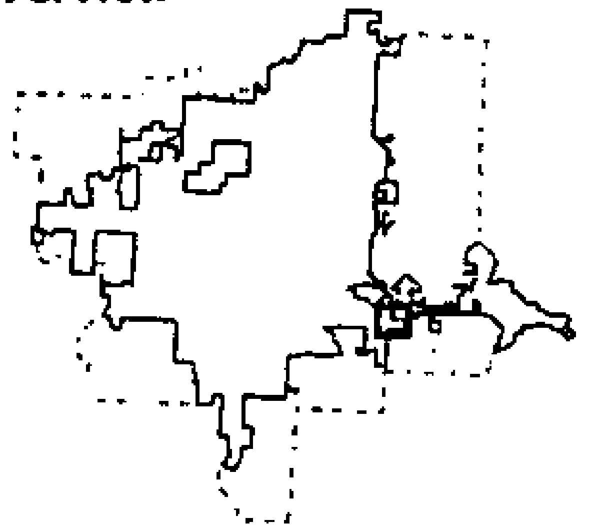
RZN03-15.00

Close Up View

MEADOWS ENTERPRISES



Overview



Legend

Subject Property

RZN03-15.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

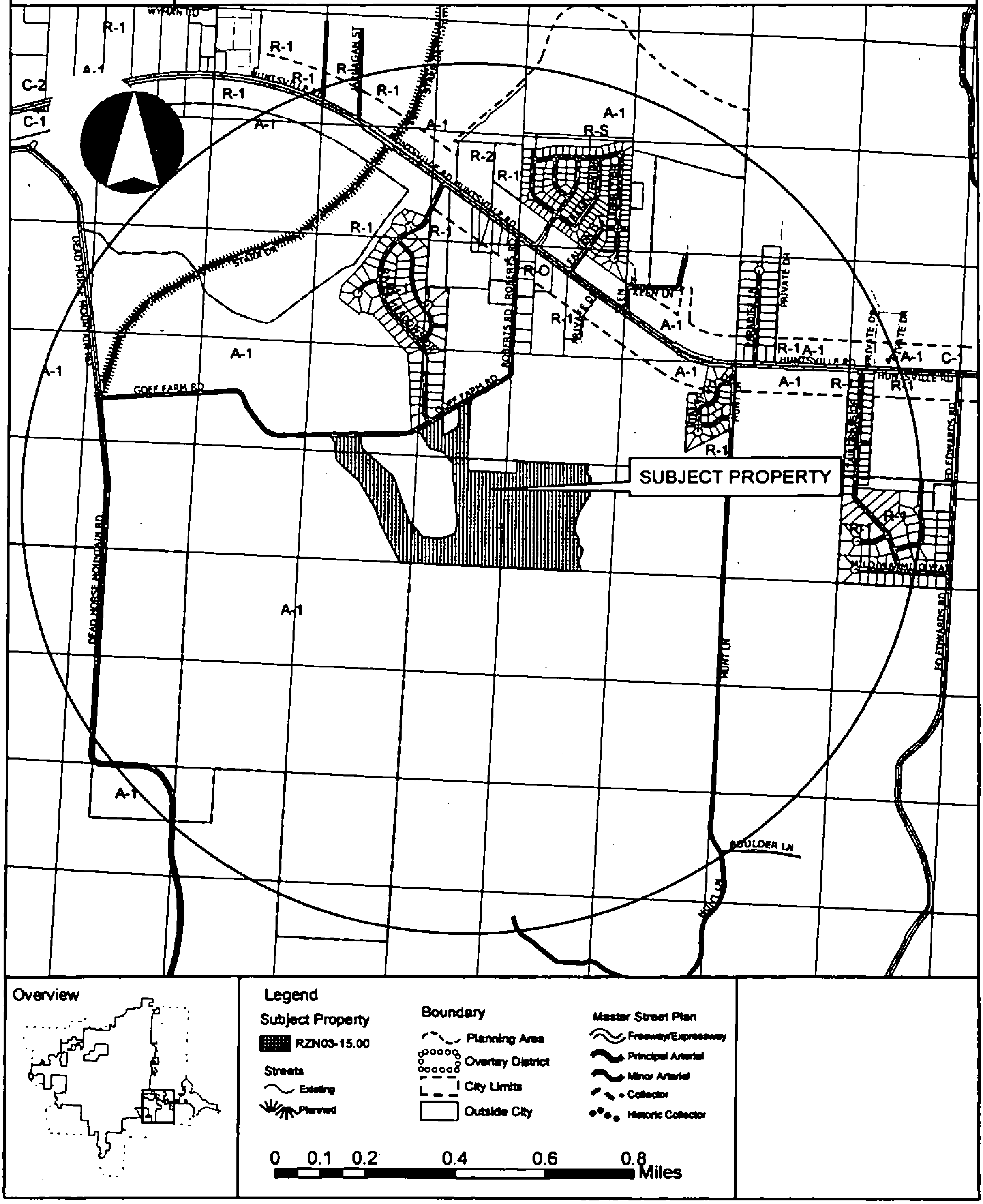
Historic Collector

0 150 300 600 900 1,200 Feet

RZN03-15.00

One Mile View

MEADOWS ENTERPRISES



RZN 03-15.00: Rezoning (Meadows Enterprises, pp 607) was submitted by James McCord, Attorney on behalf of Meadows Enterprises, Inc. for property located south of Goff Farm Road and west of Dead Horse Mountain Road. The property is currently zoned A-1, Agricultural and contains approximately 67.47 acres. The request is to rezone the property to R-1, Low Density Residential.

Hoover: Next is item number 10, RZN 03-15.00 for the property south of Goff Farm Road and west of Dead Horse Mountain Road. Dawn?

Warrick: This request is to rezone 67.47 acres from A-1, Agricultural to R-1, Low Density Residential. The property is located south of the existing Stone Bridge Meadows subdivision. It circles around a portion of the already developed golf course which was installed with that original phase of the subdivision. The proposal is to rezone the property in order to create future phases of Stonebridge Meadows, which is an R-1, Low Density Residential subdivision. The applicant does state in the information submitted that a portion of the property to be rezoned with this request would be dedicated to the Fayetteville School District in the future. Part of the application information indicates that the proposal would include the development of approximately 90 single-family homes in similar character and nature to Stonebridge Meadows Phase I for the next phase of the development. With regard to findings, this Rezoning is consistent with the General Plan 2020 which designates the subject property as Residential. The amount of traffic generated by the property would increase most likely as we would be changing the density from two units per acre to four as permitted by right. However, the impact of the traffic generated by the development would need to be evaluated at the time that the subdivision is processed through the review process. With regard to provision of services, Engineering states that the site does have access to an existing 6" water line along Huntsville Road and a 6" sewer main which is located also along Huntsville Road. The Fire Marshall states that fire station #5 is approximately 2.4 miles from the subject property with a response time of 3 minutes 43 seconds. Fire hydrants are available. Adequate provisions for fire protection will be required with the new development. The Police Department reports that they do not believe that there would be any adverse affects to public safety if the property is rezoned. Staff is in support of the request to rezone the property from A-1 to R-1.

Hoover: Thank you Dawn. Would the applicant come forward please?

McCord: I am Jim McCord representing Meadows Enterprises, Inc., the petitioner. Bill Meadows, the president of Meadows Enterprises, Inc., is present. We would be glad to answer any questions that you may have. Staff has thoroughly reviewed the request and recommends passage as submitted it being consistent with the Land Use Plan and zoning principals.

Hoover: Do we have any member of the audience that would like to address us on this RZN 03-15.00? Seeing none, I will bring it back to the Commissioners.

MOTION:

Bunch: We just looked at a subdivision out in the county at our last meeting which when you look at urban sprawl and that sort of thing, that was a subdivision out in the county that was going to be on septic tanks. This is very close to it but is within the city limits and will put it on city sewer. If we are going to have a density of growth on the outlying areas I would much rather see it within the city limits than in a situation where we are putting septic tanks on our overloaded course topography. That being said, I move that we recommend RZN 03-15.00 to the City Council.

Hoover: I have a motion by Commissioner Bunch, is there a second?

Shackelford: I will second.

Hoover: Is there any more discussion?

Ostner: As Commissioner Bunch mentioned, sprawl is an important issue. This is way at the perimeter of our city. It concerns me that we develop it before we develop our core which already has existing services. That is what makes sprawl and that is what makes driving times go up and the burden on our infrastructure and taxes. However, there is a need for housing in this town and I think we should approved this. I am concerned about sprawl and I don't think stopping this is going to help the matter so I am for this project.

Hoover: Thank you Commissioner Ostner. Dawn, did you say that there is going to be a school out here or there is a possibility?

Warrick: The applicant indicated in their submittal that a portion of the property that is proposed to be rezoned would be dedicated in the future to the Fayetteville School District. I really don't know more beyond that but it was indicated in that material.

Hoover: Thank you. Are there any other comments. Renee, would you call the roll please?

Roll Call: Upon the completion of roll call the motion to forward RZN 03-15.00 was approved by a vote of 7-0-0.

Thomas: The motion carries by a vote of seven to zero.

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

x AGENDA REQUEST

For the Fayetteville City Council Meeting of: May 6, 2003

FROM:

Dawn Warrick	Planning	CP&E
Name	Division	Department

ACTION REQUIRED: Ordinance Approval

SUMMARY EXPLANATION:

An ordinance repealing Title XV, Unified Development Ordinance (Originally adopted by ordinance 4100, June 16, 1998) of the Code of Fayetteville and adopting and enacting an amended Title XV Unified Development Code.

STAFF RECOMMENDATION: Approval

Division Head	Date 4/18/03	Received in Mayor's Office	Date 4/22/03 P.M.
City Attorney	Date 4/21/03		
Department Director	Date 4-18-03	Cross Reference:	
Finance & Internal Services Dir.	Date 4-22-03	Previous Ord/Res#:	
Chief Administrative Officer	Date 4-22-03	Orig. Contract Date:	
Mayor	Date 4/22/03	Orig. Contract Number:	
		New Item:	Yes No

ORDINANCE NO. _____

An ORDINANCE REPEALING TITLE XV, UNIFIED DEVELOPMENT ORDINANCE (ORIGINALLY ADOPTED BY ORDINANCE 4100, JUNE 16, 1998) OF THE CODE OF FAYETTEVILLE AND ADOPTING AND ENACTING AN AMENDED TITLE XV UNIFIED DEVELOPMENT CODE

WHEREAS, A.C.A. §14-55-207 authorizes cities to adopt by reference technical codes and regulations without setting forth the provisions of the code or parts thereof; and

WHEREAS, three copies of proposed Unified Develop Code, Title XV of the Code of Fayetteville are filed in the office of the City Clerk and have been available for the public to inspect and view prior to passage of this ordinance; and

WHEREAS, proper notice by publication in a newspaper of general circulation within Fayetteville stating that copies of the proposed Unified Development Code are available and open to public inspection in the City Clerk's office prior to the passage of this ordinance; and

WHEREAS, most of the current Unified Development Ordinance remains unchanged with the recodification of the Unified Development Code and the changes and amendments to the current Unified Development Ordinance incorporated within the proposed Unified Development Code have been publicly discussed and approved by the Fayetteville Planning Commission and the City Council Ordinance Review Committee.

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 repeals and deletes Title 15, Unified Development Ordinance of the Code of Fayetteville initially adopted on June 16, 1998 and replaces it by enacting and adopting Title XV, Unified Development Code of the Code of Fayetteville attached hereto as Exhibit A and made a part hereof by reference.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby declares that Exhibit A., the Unified Development Code shall be codified as shown in Exhibit "A".

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby reaffirms that any and all developmental rights, duties, conditions, obligations and entitlements already approved by Planning Staff or the Planning Commission and now existing pursuant to the terms of the Unified Development Ordinance adopted in 1998 (with all current amendments) shall remain valid and binding pursuant to those terms and conditions.

PASSED and **APPROVED** this 6th day of May, 2003.

APPROVED:

DRAFT

By: ______________________
DAN COODY, Mayor

ATTEST:

By: ______________________
Sondra Smith, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8267

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: April 18, 2003

ADM 03-6.00: Administrative Item (UDO) was submitted by the Planning Division of the City of Fayetteville for adoption of the codification of the Unified Development Ordinance, Title 15 of the City of Fayetteville Code of Ordinances with proposed amendments.

BACKGROUND

The current draft of Title 15, Unified Development Ordinance of the Code of the City of Fayetteville was adopted on June 16, 1998 by Ordinance No. 4100. Since that time, many ordinances have been adopted which revise the content of the UDO, including new zoning districts, revised Tree Preservation and Protection ordinance, and development impact fees.

The entire City Code is currently in the codification process. In order to provide accurate information to the citizens of Fayetteville, the Planning Division has completed the codification of Title 15 and is bringing it forward to the Planning Commission for approval. Title 15, the Unified Development Ordinance, includes 25 chapters: Chapter 150 through Chapter 175.

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.

RECOMMENDATION

Staff recommends approval of the codified UDO, Title 15 of the City of Fayetteville Code of Ordinances.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 479-575-8267

PLANNING DIVISION CORRESPONDENCE

TO:	Mayor Coody Fayetteville City Council
FROM:	Dawn T. Warrick, AICP, Zoning & Development Administrator
DATE:	April 18, 2003
SUBJECT:	Revisions to UDO / UDC draft

Please find attached several revised pages for insertion in your working copy of the draft Unified Development Code. These revisions were made after the copies of this document were run and distributed.

1. Remove and replace Chapter 151. Definitions
2. Remove and replace page CD157:1
3. Remove and replace page CD157:7
4. Remove and replace Chapter 159. Fees
5. Remove and replace page CD162:5
6. Remove and replace page CD163:9
7. Remove and replace Chapter 173. Building Regulations

TITLE XV. UNIFIED DEVELOPMENT ORDINANCE

Chapter 151. Definitions.

Sec. 151.01 Definitions.

CHAPTER 151. DEFINITIONS.

Sec. 151.01. Definitions. For the purpose of Title XV, Unified Development Ordinance, the following definitions shall apply to the divider sections, chapters, sections or subsections, unless the context clearly indicates or requires a different meaning.

A

Abbreviated Tree Preservation Plan. (Tree Preservation and Protection) A shorter, less formal tree preservation plan required of applicants seeking building, grading, or parking lot permits, but who are not subject to the requirements for large scale developments or subdivisions.

Accessory community structures (Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded after 4-20-72) A structure or a portion of a structure for commercial use that is located in a manufactured home park and which is intended solely for the convenience of the residents or occupants of the manufactured home park.

Accessory structures. (Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded, 4-20-72) Any structural addition to the manufactured home such as awnings, cabanas, carports, Florida rooms, porches, patio covers, and similar additions.

Accessory use or structure. (Zoning) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Act. (Wireless Telecommunications Facilities) The Communications Act of 1934, as it has been amended from time to time, including the Telecommunications Act of 1996, shall include any future amendments.

Active open space. (Development) An area intended for rigorous activity such as tennis, baseball, badminton, and other games requiring physical exertion.

Administrative determination. (Tree Preservation and Protection) Final action by the landscape administrator to either approve, conditionally approve or disapprove a tree preservation plan. Administrative determinations apply only to those projects which do not require Planning Commission approval.

Adult arcade. (Zoning) Any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled image producing devices are maintained to show images to five or fewer viewers at one time, and where the images so displayed are distinguished or characterized by the depicting or describing of "specified sexual activities" or "specified anatomical area."

Adult bookstore or adult video store. (Zoning) A commercial establishment whose principal business purpose is to offer for sale or rental for any form of consideration any one or more of the following: books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, or video reproductions, slides or other visual representations which depict or describe "specified sexual activities" or "specified anatomical areas."

Adult cabaret (Zoning) A nightclub, bar, restaurant, or similar commercial establishment which regularly features:

(A) Persons who appear in a state of nudity; or

(B) Live performances which are characterized by the exposing of "specified sexual activities" or "specified anatomical areas;" or

(C) Films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction of "specified sexual activities" or "specified anatomical areas."

Adult motion picture theater. (Zoning) A commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly shown, excluding those which are characterized by the exposure of "specified sexual activities" or "specified anatomical areas."

Adult theaters. (Zoning) A theater, concert hall, auditorium, or similar commercial establishment, which regularly features persons who appear in a state of nudity or live performances which are characterized by the exposure of "specified sexual activities" or "specified anatomical areas."

Airport. (Airport Zone) Fayetteville Airport (Drake Field).

Airport elevation. (Airport Zone) 1,251 feet above mean sea level.

Alley. (Development) A minor public way dedicated to public use for utility easements and vehicle access to the back or the side of properties abutting a street.

Alternative tower structure. (Wireless Telecommunications Facilities) Man-made trees, clock towers, bell steeples, light poles, and similar alternative design mounting structures that camouflage or conceal the presence of antennas or towers and are built for the express purpose of serving as a tower or for locating antennas.

Analysis report. (Tree Preservation and Protection) A report, which among other things, sets forth any alternative designs the applicant considered in arriving at the proposed design.

Antenna. (Wireless Telecommunications Facilities) Any structure or device used to collect or radiate electromagnetic waves, including both directional antennas, such as panels, microwave dishes and satellite dishes and omni-directional antennas, such as whips but not including satellite earth stations.

Applicant. (Tree Preservation and Protection) Any person, party, partnership, corporation or other business entity seeking the city's approval of a proposed tree preservation plan.

Approach surface. (Airport Zone) A surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope. In a plane the perimeter of the approach surface coincides with the perimeter of the approach.

Approach, transitional, horizontal and conical zones. (Airport Zone) Those zones as set forth in § 165.01.

Approval. (Physical Alteration of Land) A written authorization by the city engineer.

Area sign. (Signs) A sign to identify a common area containing a group of structures, or a single structure on a minimum site of five acres, such as a residential subdivision, residential office, commercial or industrial subdivision, apartment complex, manufactured home park, or shopping center located at the entrance or entrances of the area, and consisting of fence or wall or archway with letters or symbols affixed thereto or other supporting structure as approved by the zoning and development administrator.

As graded. (Physical Alteration of Land) The surface condition on completion of grading.

B

Banner. (Signs) Any sign printed or displayed upon cloth or other flexible material, with or without frames.

Base density. (Tree Preservation and Protection) The number of trees an applicant must plant based upon the quality and number of the trees proposed to be removed per acre.

Base flood. (Stormwater Management, Drainage and Erosion Control) The flood having a one percent chance of being equaled or exceeded in any given year, also referred to as the 100 year storm event.

Beacon. (Signs) A stationary or revolving light which flashes or projects illumination, single color or multi-colored, in any manner which is intended to attract or divert attention; except, however, this term is not intended to include any kind of lighting device which is required or necessary under the safety regulations described by the Federal Aviation Agency or similar agencies.

Bed and breakfast facility. (Zoning) A permanently owner occupied private home with a maximum of five guest rooms furnishing temporary lodging and breakfast to paying customers.

Board of Adjustment. (Airport Zone) The Board of Adjustment established by Chapter 33.

Bona fide agricultural purpose. (Tree Preservation and Protection) The aim or goal of facilitating the ongoing commercial pursuit of farming, dairying, pasturage, horticulture, viticulture, or the keeping or raising of livestock or poultry, not otherwise prohibited by city ordinance.

Buildable area. (Zoning) the portion of a lot remaining after required yards have been reserved.

Building official. (Building Regulations) A city building inspector.

Building permit. (Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded after 4-20-72) A written permit issued by the enforcement officer permitting construction, erection, alternation, remodeling, or repair of a manufactured home park.

Bulletin board. (Signs) Any sign erected by a charitable, educational or religious institution or public body, which is erected upon the same property as said institution, for purposes of announcing events which are held on the premises.

C

Caliper. (Parking and Loading) A measurement of general tree size taken at a point located six inches above natural ground or root ball surface.

Caliper. (Tree Preservation and Protection) Any land with a slope of 15% or greater containing trees, woody shrubs and herbaceous plants that serve the function of sustaining the structural integrity of the soil, thus reducing the likelihood of erosion, slide, or slump.

Canopied Slopes. (Tree Preservation and Protection) Any land with a slope of 15% or greater containing trees, woody shrubs and herbaceous plants that serve th function of sustaining the structural integrity of the soil, thus reducing the likelihood of erosion, slide or slump.

Canopy. (Tree Preservation and Protection) The combined crowns of all trees on a tract of land.

Chief administrator. (Building Regulations) The mayor of the City of Fayetteville.

Chief appointing authority. (Building Regulations) The City Council.

Chief building official. (Building Regulations) Building Safety Division director.

City. (Stormwater Management, Drainage and Erosion Control) The City of Fayetteville, including staff and elected officials, or designee.

City Engineer. (Stormwater Drainage and Erosion Control) The city engineer or his appointed representatives, including assigned staff engineers, technicians and inspectors.

City of Fayetteville Landscape Manual. (Tree Preservation and Protection) A document having detailed instructions for preparing tree preservation plans and standards and specifications for tree protection, planting, maintenance and design.

City official. (Streets and Sidewalks) The mayor (or other official designated by the mayor, and authorized to issue the permits granted thereunder) of the city.

City Planning Commission. (Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded after 4-20-72) That commission created for the city by Chapter 33.

Club or lodge. (Zoning) A building or portion of a building used by an association for the promotion of some common objective excepting clubs the chief activity of which is a service customarily carried on as a business.

Collector street. (Streets and Sidewalks) A street which in addition to serving abutting properties, intercepts minor streets, connects with community facilities and carries neighborhood traffic to the major arterial street system.

Co-location. (Wireless Telecommunications Facilities) Locating wireless communications equipment for more than one provider at a single communications facility, on a building, or on an alternative tower structure.

Commercial development. (Tree Preservation and Protection) Any development in an R-O, Commercial or Industrial Zone and any conditional use in any other zone which permits activities usually conducted within an R-O, Commercial or Industrial Zone.

Commercial driveway. (Streets and Sidewalks) An entrance on public property or exit from any commercial, business, or public establishment adjacent to a public street or highway.

Commercial tree pruner/service. (Tree Preservation or Protection) A person who performs work on trees for profit.

Common open space. (Development) Land within or related to a development, not individually owned or dedicated for public use, which is reserved for the exclusive use or enjoyment of the residents or occupants of the development and their guests.

Community storage structure. (Manufactured Homes and Parks) A structure located in a manufactured home park for the convenience of the residents to provide storage space for often used outdoor equipment, furniture, tools and other items which cannot be conveniently stored in the typical manufactured home.

Compact automobile. (Parking and Loading) Any vehicle less than six feet wide and 15 feet long.

Compaction. (Physical Alteration of Land) The densification of a fill by mechanical means.

Company flag. (Signs) A flag identifying a business or an organization where the flag is displayed.

Conditional use. (Zoning) A use permitted in certain zoning districts subject to certain conditions imposed by the Planning Commission after review of development plat.

Condominium. (Zoning) Two or more single-family dwelling units constructed in a series of attached units and submitted to a horizontal property regime under A.C.A. §8-13-102 et seq.

Conical surface. (Airport Zone) A surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty-to-one for a horizontal distance of 4,000 feet.

Connection. (Water and Wastewater Impact Fees) The physical tie-in of a private water or wastewater service system to the City of Fayetteville's public water or wastewater system.

Conservation easement. (Tree Preservation and Protection) A formal, legally binding agreement between parties, usually a landowner and a private or public entity, providing for the preservation of land in its natural state.

Construction permit. (Stormwater Management, Drainage and Erosion Control) Stormwater management, drainage and erosion control permit issued by the city to an entity with the legal ability to construct the stormwater management system in accordance with the approved system design and permit conditions.

Construction. (Stormwater Management, Drainage and Erosion Control) Any on-site activity that would result in the creation of a new stormwater management system, including the building, assembling, expansion modification, or alteration of the existing contours of the property; the erection of buildings or other structures, any part thereof; or land clearing.

Contiguous woodlands. (Tree Preservation and Protection) A portion of canopy existing on the site of proposed development, which is a part of a larger, unbroken forest, whether or not it extends onto adjacent lots.

Contour intervals. (Development) Topographic map lines connecting points of equal elevations.

Controlled access highway. (Signs) Any state or federal numbered highway designated by ordinance as a controlled access highway by the City Council.

Cribbing. (Physical Alteration of Land) A framework of bars for support or strengthening.

Cut. (Physical Alteration of Land) See "Excavation."

D

Dance hall. (Zoning) Any building, premises, pavilion, or place of business wherein dancing is permitted, conducted or engaged in by the public in general, including but not limited to private clubs as defined by ordinance and/or the laws of the State of Arkansas, either for profit or not.

Dead-end street. (Development) A street having one end open to traffic and being permanently terminated by a vehicular turnaround.

Deciduous trees. (Physical Alteration of Land) Trees that shed their leaves annually. Small deciduous trees are no more than 40 feet tall at maturity while large deciduous trees exceed 40 feet in height at maturity.

Dedication. (Development) Land and improvements offered to the city, county, or state and accepted by them for public use, control, and maintenance.

Department of Law. (Building Regulations) The city attorney's offices.

Dependent manufactured home. (Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded, 4-20-72) A manufactured home which does not have a flush toilet and bath or shower.

Detention. (Stormwater Management, Drainage and Erosion Control) The collection and temporary storage of stormwater with subsequent gradual release of the stormwater.

Develop. (Physical Alteration of Land) Permanently altering land by subjecting it to grading, removal of vegetation, or construction such as but not limited to buildings, parking lots, streets, and sidewalks.

Developer. (Stormwater Management, Drainage and Erosion Control) Any person(s), parties, partnerships, or corporations, private or public, engaging in activities described as development.

Developer. (Development) A person, firm or corporation undertaking to develop a subdivision or large scale development as set forth in the development regulations.

Development. (Stormwater Management, Drainage and Erosion Control) To make a site or area available for use by physical alteration. Development includes, but is not limited to, providing access to a site, clearing vegetation; grading; earth moving; providing utilities and other services such as parking facilities; stormwater management and erosion control systems; and sewage disposal systems; altering landforms; or construction of a structure on the land. Development shall also mean any of the following:

(A) Construction, installation, alteration, demolition, or removal of a structure, impervious surface, or stormwater management system, or

(B) Clearing, scraping, grubbing, or otherwise removing or killing the vegetation of a site; or

(C) Adding, removing, exposing, excavating, leveling, grading, digging, dumping, or otherwise disturbing the soil or rock of a site in a manner contrary to the requirements of the stormwater management, drainage and erosion control regulations.

Development. (Streets and Sidewalks) Shall include, but shall not be limited to, the construction of a new improvement, the construction of an addition to an existing improvement, or a parceling which results in the need for access and utilities.

Development plan. (Development) A drawing showing all proposed improvements to a piece of property such as streets, parking lots, buildings, drives, signs, utilities, drainage, grading and planting by size and location.

Development site. (Physical Alteration of Land) That portion of any lot or parcel subjected to grading, removal of vegetation, or construction such as, but not limited to, buildings, parking lots, streets and sidewalks.

Diameter breast height (DBH). (Tree Preservation and Protection) The diameter of a tree measured at a point four and one-half feet above the ground. If a tree splits into multi-trunks, the trunk is measured at its narrowest point below the split.

Directional sign. (Signs) A sign of a noncommercial nature which directs the reader to the location of public or educational institutions, or to the location of historical structures or areas, or the location of public parks or buildings.

Display surface area. (Signs) The net geometric area enclosed by the display surface of the sign including the outer extremities of all letters, characters and delineations; provided, however, "display surface area" shall not include the structural supports for free standing signs; provided further, that only one face of a double-faced sign shall be considered in determining the display surface area.

District or zoning district. (Signs) A section or sections of the incorporated area of the city for which the then effective zoning ordinance governing the use of buildings and land are uniform for each class of use permitted therein. References to individual zoning districts contained herein shall refer to the zoning district established by the City Council in Chapter 160.

Disturb. (Physical Alteration of Land) To alter the natural state.

Dormitory. (Zoning) A building or group of buildings designed or altered for the purpose of accommodating students or members of religious orders with sleeping quarters, with or without communal kitchen facilities, and administered by educational or religious institutions.

Drainage area. (Stormwater Management, Drainage and Erosion Control) The watershed area contributing surface and stormwater runoff to a stormwater management system.

Dripline. (Tree Preservation and Protection) An imaginary vertical line that extends downward from the outermost tips of the tree branches to the ground.

Drive-in restaurant or refreshment stand. (Zoning) Any place or premises used for sale, dispensing, or serving of food, refreshments, or beverages in automobiles, including those establishments where customers may serve themselves and may eat or drink the food, refreshments or beverages on the premises.

Dwelling, manufactured home. (Zoning) A detached residential dwelling unit designated for transportation on streets or highways on its own wheels or on flatbed or other trailers, and arriving at the site where it is to be occupied as a dwelling complete and ready for occupancy except for minor and incidental unpacking and assembly operations, location on jacks or other temporary or permanent foundation, connection to utilities, and the like. A travel trailer is not to be considered as a manufactured home.

Dwelling, multi-family. (Zoning) A residential building designed for or occupied by three or more families, with the number of families in residence not exceeding the number of dwelling units provided.

Dwelling, single-family. (Zoning) A detached residential dwelling unit other than a manufactured home, designed for and occupied by one family only.

Dwelling, two-family. (Zoning) A detached residential building containing two dwelling units, designed for occupancy by not more than two families.

Dwelling unit. (Zoning) One room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy, or rental or lease on a weekly, monthly, or longer basis, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking and sleeping facilities.

E

Easement. (Development) A grant by the property owner to the public, a corporation or persons, for the use of a strip of land for specific purposes.

Enforcement officer. (Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded, 4-20-72) The chief building inspector of the city, or his/her duly authorized representative.

Engineer. (Stormwater Management, Drainage and Erosion Control) A professional engineer registered in Arkansas, or other person exempted pursuant to the provisions of the Arkansas Code Annotated, who is competent in the fields of hydrology and stormwater management.

Erect. (Signs) To build, construct, attach, hang, place, suspend, or affix, and shall also include the painting of wall signs.

Erosion. (Stormwater Management, Drainage and Erosion Control) The removal of soil particles by the action of water, wind, ice or other geological agents.

Evergreen. (Physical Alteration of Land) A plant that retains leaves or needles year-round.

Excavation. (Physical Alteration of Land) The mechanical removal of earth material from water or land.

F

FAA. (Airport Zone) The Federal Aviation Administration.

Facilities emitting odors. (Zoning regulations) Any function that involves a process which emits or has the potential for emitting odor.

Facilities handling explosives. (Zoning) Any function that involves a process dealing with a product with explosive potential.

Fall zone. (Wireless Communications Facilities) The area within which a tower or antenna might cause damage to persons or property should the tower or antenna be knocked down, blown over or fall on its own.

Family. (Zoning) In single-family residential districts, a family is no more than three persons unless all are related and occupy a dwelling as a single housekeeping unit in the RSF-.5 (Residential Single-family – Half Acre), RSF - 1 (Residential Single-family - One acre), RSF - 2 (Residential Single-family – 2 Acre), RSF - 4 (Residential Single-family – 4 Units per Acre), and RSF - 7 (Residential Single-family – 7 Units per Acre) zoning districts. In all other zoning districts where residential uses are permitted, a family is no more than four persons unless all are related and occupy a dwelling as a single housekeeping unit. A family is when all persons are related by blood, marriage, adoption, guardianship or other duly-authorized custodial relationship. The definition of family does not include fraternities, sororities, clubs or institutional groups.

FCC. (Wireless Telecommunications Facilities) The Federal Communications Commission.

FEMA. (Physical Alteration of Land) Federal Emergency Management Agency.

Fill. (Physical Alteration of Land) A deposit of earth material placed by artificial means.

Filling station. (Zoning)

(A) Buildings and premises where gasoline, oil, grease, batteries, tires, and automobile accessories may be supplied and dispensed at retail, and where in addition the following services may be rendered and sales made, no other:

(1) Sale and servicing of spark plugs, batteries, and distributor parts;
(2) Tire servicing and repair, but no recapping or regrooving;
(3) Replacement of mufflers and tail pipes, water hose, fan belts, brake fluid, light bulbs, fuses, floor mats, seat covers, windshield wipers and wiper blades, grease retainers, wheel bearings, mirrors, and the like;
(4) Radiator cleaning and flushing;
(5) Washing and polishing, and sales of automotive washing and polishing materials;
(6) Greasing and lubrications;

(7) Providing and repairing fuel pumps, oil pumps, and lines;
(8) Minor servicing and repair of carburetors;
(9) Emergency wiring repairs;
(10) Adjusting and repairing brakes;
(11) Minor motor adjustments not involving removal of the head or crankcase or racing the motor;
(12) Sales of cold drinks, package foods, tobacco, and similar convenience goods for filling station customers, as accessory and incidental to principal operations;
(13) Provision of road maps and other information material to customer; provision of restroom facilities.

(B) Uses permissible at a filling station do not include major mechanical and body work, straightening of body parts, painting, welding, storage or automobiles not in operating condition, or other work involving noise, glare, fumes, smoke, or other characteristics to an extent greater than normally found in filling stations. A filling station is not a repair garage or a body shop.

Flashing sign. (Signs) An illuminated sign on which artificial or reflected lights is not maintained stationary and constant in intensity and color at all times when in use.

Flood or flooding. (Flood Damage Prevention) A general and temporary condition or partial or complete inundation of normally dry land areas from the overflow of flood waters, or the unusual and rapid accumulation or run-off of surface water from any source.

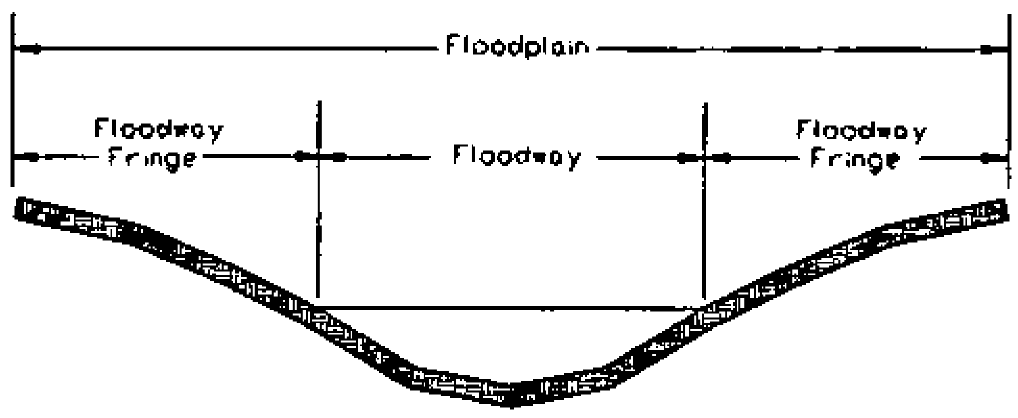
Flood boundary and floodway map. (Flood Damage Prevention) The official map on which the Federal Insurance Administration has delineated both the areas of flood hazards and the floodway.

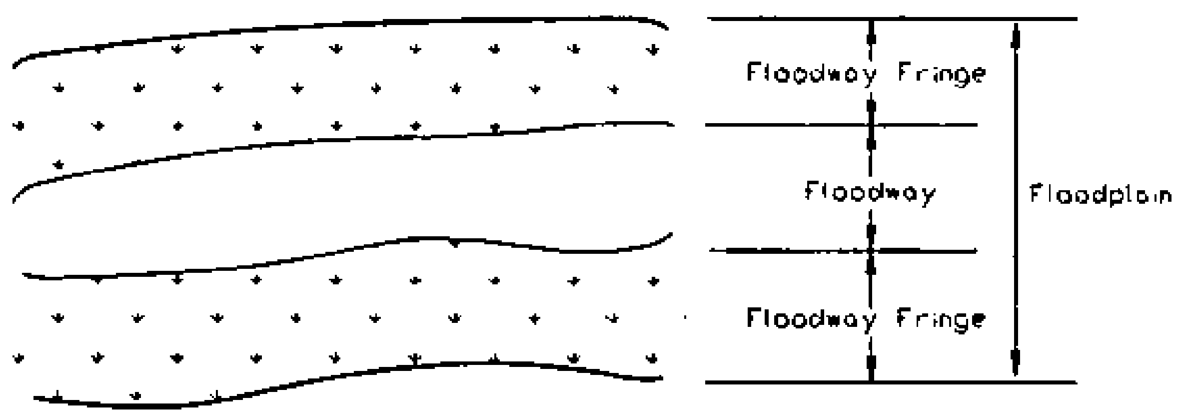
Flood Insurance Rate Map (FIRM). (Flood Damage Prevention) The official map on which the Federal Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the Floodway.

Flood Insurance Study. (Flood Damage Prevention) The official report provided by the Federal Insurance Administration that includes flood profiles, the FIRM, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

Floodplain. (Stormwater Management, Drainage and Erosion Control) For a given flood event, that area of land that is temporarily covered by water and that adjoins a watercourse. In FEMA regulated, or established floodplains, the floodplains shall mean the area subject to inundation from any source during the regulatory event.

Floodplain or flood-prone area. (Flood Damage Prevention) Areas that are subject to, or are exposed to, flooding and flood damage.





Floodplain management. (Flood Damage Prevention) The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to, emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations. (Flood Damage Prevention) Development code, building codes, health regulations, special purpose ordinances (i.e., grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood-proofing. (Flood Damage Prevention) Any combination of structural and nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway. (Flood Damage Prevention) The channel of a river, or other watercourse, and the adjacent land area that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as "Regulatory floodway."

Floodway. (Stormwater Management, Drainage and Erosion Control) The channel of a stream, plus any adjacent floodplain areas that must be kept free to encroachment so that the 100-year flood discharge can be conveyed without increases of more than specified amount in base elevations, either zero or one foot depending on specific location. This is an area of significant depths and velocities and therefore due consideration should be given to the effects of fill and loss of cross-sectional flow area is increased water surface elevations.

Forestation. (Tree Preservation and Protection) The act of planting trees.

Fraternity or sorority house. (Zoning) A building owned or leased by a general or local chapter of some regularly organized college fraternity or sorority, or by or on its behalf by a building corporation or association composed of members or alumni thereof, and occupied by the local chapter of such fraternity or sorority as a place of residence.

Freestanding sign. (Signs) A sign which is attached to or a part of a completely self-supporting structure. The supporting structure shall be set firmly in or below the ground surface and shall not be attached to any building or any other structure whether portable or stationary.

Functionally dependent use. (Flood Damage Prevention) A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water.

G

Garage sales. (Zoning) An occasional sales activity, not to include activities described elsewhere as home occupations, but including activities generally referred to as garage sales, yard sales, rummage sales, white elephant sales, cleaning sales, or moving sales, where used goods are displayed or offered for sale to the general public in a residential area on the resident's premises.

Gas outlet. (Building Regulations) For the purpose of establishing gas permit fees for additions, alterations, repair, and new installations, a gas outlet shall be defined as any service line and/or pipe replacement or extension and a connection to any device and equipment that receives, stores, consumes, transfers, and/or discharges gas.

Grade. (Physical Alteration of Land) The percentage of rise or fall per 100 feet. Existing grade is the grade prior to grading. Rough grade is the stage at which the grade approximately conforms to the approved plan. Finish grade is the final grade of the site which conforms to the approved plan.

Grading. (Physical Alteration of Land) Any stripping, cutting, filling, or stockpiling of earth or land.

Ground cover. (Physical Alteration of Land) Plants with low, spreading habit that form a dense mat in time, preventing erosion.

Guyed towers. (Wireless Telecommunications Facilities) A communications tower that is supported, in whole or in part, by guy wires and ground anchors.

H

Hazard to air navigation. (Airport Zone) An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.

Hazardous tree. (Tree Preservation and Protection) A tree or tree parts with high probability of falling or causing injury or property loss; also, a tree harboring insects or a disease that could be detrimental to surrounding trees.

Health officer. ((Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded, 4-20-72) The legally designated health authority of the city or his authorized representative.

Height. (Airport Zone) Sea level elevation, unless otherwise specified.

Height. (Wireless Telecommunications Facilities) The vertical distance measured from the mean elevation of the finished grade to the highest point on the tower or other structure, even if said highest point is an antenna or antenna array.

Highest adjacent grade. (Flood Damage Prevention) The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic discharge or volume. (Stormwater Management, Drainage and Erosion Control) The peak rate or volume at which stormwater runoff leaves a parcel of land in an undisturbed/natural site condition either by gravity or by the legally allowable discharge at the time of permit approval.

Historic Structure. (Flood Damage Prevention) Any structure that is:

(A) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(B) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or

(C) Individually listed on a state inventory of historic places which has been approved by the Secretary of the Interior.

Home occupation. (Zoning) An occupation, profession or avocation conducted in a dwelling unit on a part-time or full-time basis for which financial compensation is received and which generates motor vehicle traffic to the dwelling unit by patrons or clients of the occupation, profession or avocation conducted therein. A nontraffic generating occupation, profession or avocation conducted in a dwelling unit by one or more members of the family occupying the premises shall be considered a residential use and not a commercial use. The term home occupation shall include a child care facility handling not more than six children at one time.

Horizontal surface. (Airport Zone) A horizontal plane 150 feet above the established airport elevation, the perimeter of which in plane coincides with the perimeter of the horizontal zone.

Horsepower. (Building Regulations) The equivalent to 745 watts.

Housing Board. (Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded, 4-20-72) The Housing Board established by the city.

House, lodging or rooming. (Zoning) A dwelling or building where lodging is provided for two or more persons for compensation, pursuant to previous arrangements, but which is not available to transients and with which no table board is furnished.

Hydroseed. (Physical Alteration of Land) A machine blown mixture of mulch, see and sometimes fertilizer.

I

Illuminated sign. (Signs) Any sign which has characters, letters, figures, designs or outline illuminated by electric lights or luminous tubes as a part of the sign proper.

Illumination, direct. (Signs) Illumination which is so arranged the light is directed into the eyes of the viewer from the light source.

Illumination, indirect. (Signs) Illumination so arranged that the light is reflected from the sign to the eyes of the viewer.

Impact Fee Administrator. (Water and Wastewater Impact Fees) The Zoning and development administrator or his designee

Impervious surface. (Stormwater Management, Drainage and Erosion Control) A surface that has been compacted or covered so that it is highly resistant to infiltration by water.

Improvements. (Development) Physical changes made to property to prepare it for development such as street grading, drainage structures, street surface, sidewalks, curbs, gutters, utility lines, bridges and similar items.

Independent manufactured home. ((Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded, 4-20-72) A manufactured home which has a flush toilet and a bath or shower.

Intermittent stream. (Stormwater Management Drainage and Erosion Control) A stream that carries water part of the year is dry another part but receives flow from the groundwater table when it is high enough.

Invasive species. (Tree Preservation and Protection) Any species not indigenous to a region, which becomes established and displaces native species.

J

Joint identification sign. (Signs) A sign which serves as common or collective identification for a group of persons or businesses operating on the same subdivision or lot in a residential office, commercial or industrial district (e.g., shopping center, office complex, etc.) Such sign may name the person(s) or business included but carry no other advertising matter.

L

Land disturbance. (Tree Preservation and Protection) Clearing, scraping, grubbing, or otherwise removing or destroying the vegetation of a site, or adding, removing, exposing, excavating, leveling grading, digging, tunneling, trenching, burrowing, dumping, piling, dredging or application of toxic substance, storage of materials, and operation of equipment, or otherwise significantly disturbing the soil, mud, sand, or rock of a site.

Landscape administrator. (Tree Preservation and Protection) The person who is responsible for the administration of Tree Preservation and Protection, Chapter 167.

Landscape establishment guarantee. (Tree Preservation and Protection) A bond, irrevocable letter of credit, or other surety held by the city until the satisfactory conclusion of the three year landscape establishment period.

Landscape fabric. (Physical Alteration of Land) A barrier against soil erosion, allowing water to pass through while keeping soil in place.

Landscaping. (Zoning) The area within the boundaries of a given lot which consists of planting materials, including but not limited to trees, shrubs, ground covers, grass, flowers, decorative rock, bark, mulch, and other similar materials.

Large-scale development. (Development) The development of a lot or parcel larger than one acre. The term development shall include, but shall not be limited to, the construction of a new improvement, the construction of an addition to an existing improvement, or a parceling which results in the need for access and utilities.

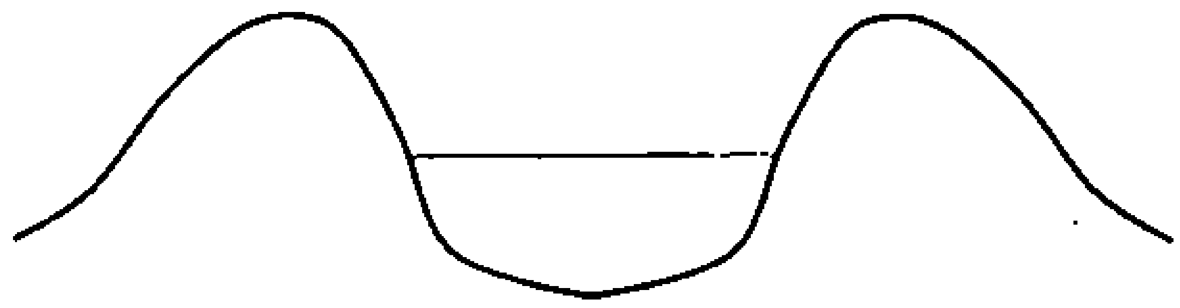
Larger than utility runway. (Airport Zone) A runway that is constructed for and intended to be used by propeller-driven aircraft of greater than 12, 500 pounds maximum gross weight and jet powered aircraft.

Lattice tower. (Wireless Telecommunications Facilities) A guyed or self-supporting three or four sided, open, steel frame structure used to support telecommunications equipment.

Lease. (Signs) An agreement by which a property owner conveys, usually for a specified rent, to other persons, permission to erect and maintain an advertising sign upon his property.

Less desirable species. (Tree Preservation and Protection) Low-priority trees or other woody shrubs listed in the City of Fayetteville *Tree Preservation, Protection, and Landscape Manual.*

Levee. (Flood Damage Prevention) A man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.



Levee

Levee system. (Flood Damage Prevention) A flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Loading space, off-street. (Zoning) Space logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces are filled.

Lot. (Development) A portion of a subdivision or other parcel of land intended as a unit for transfer of ownership or for development.

Lot. (Signs) A parcel of land under one ownership whether described by metes and bounds or as a platted lot.

Lot. (Zoning) A parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage and area, and to provide such yards and other open spaces as are herein required. The term includes the words "plot" or "parcel". Such lot shall have frontage on an improved public street, and may consist of:

(A) A single lot of record;

(B) A portion of a lot of record;

(C) A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record;

(D) A parcel of land described by metes and bounds; provided that in no case of division or combinations shall any residential lot or parcel be created which does not meet the requirements of the zoning regulations, Chapter 167.

Lot, corner. (Zoning) A lot located at the intersection of two or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than 135 degrees.

Lot, depth of. (Zoning) The distance between the midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.

Lot frontage. (Zoning) The front of a lot shall be construed to be the portion nearest the street.

Lot, interior. (Zoning) A lot other than a corner lot with only one frontage on a street.

Lot, through. (Zoning) A lot, other than a corner lot, with frontage on more than one street. Through lots abutting two streets may be referred to as double frontage lots.

Lot, width of. (Zoning) The distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard, provided, however, that width between side lot lines at their foremost points (where they intersect with the street line) shall not be less than 80% of the required lot width except in the case of lots on the turning circle of a cul-de-sac, where the 80% requirement shall not apply.

Lot of record. (Zoning) A lot which is part of a subdivision recorded in the office of the county recorder or a lot or parcel described by metes bounds, the description of which has been so recorded.

Lowest floor. (Flood Damage Prevention) The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such an enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this chapter.

M

Major developments. (Development) A suburban or urban major development shall be a large scale development or subdivision that satisfies either of the following conditions:

(A) It contains 40 acres or more.

(B) It contains 100 housing units or more.

Whether or not it is planned in one or more phases, the total possible development shall be considered when its first stage, phase, or parcel is presented for review.

Mall. (Signs) Any concentration of retail stores and/or service establishments which share customer parking areas and are located within an enclosure having public walkways whereby a customer in one store or establishment may walk to another store or establishment without leaving the enclosure.

Manufactured home. (Flood Damage Prevention) A factory-built, single-family structure that meets the National Manufactured Home Construction and Safety Standards Act (42 U.S.C. § 5401), commonly known as the HUD (U.S. Housing and Urban Development) code. For floodplain management purposes the term also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles.

Manufactured home. (Manufactured Homes and Parks) A home built entirely in the factory under a federal building code, administered by the U.S. Department of Housing and Urban Development (HUD), which went into effect June 15, 1976.

Manufactured home. (Manufactured Homes and Parks opened or expanded after 4-20-72) A detached structure designed as a complete residential dwelling unit with a permanent chassis and capable of being transported on its own wheels, or on a trailer, and constructed to be ready for use upon being placed on a temporary or permanent foundation.

Manufactured home lot. (Manufactured Homes and Parks opened or expanded after 4-20-72) A plot of ground or a lot in a manufactured home park designed for the location for only one manufactured home.

Manufactured home pad. (Manufactured Homes and Parks opened or expanded after 4-20-72) That part of an individual manufactured home lot which has been reserved for the placement of a manufactured home.

Manufactured home park. (Manufactured Homes and Parks) Any plot of ground of at least one acre in size upon which two or more manufactured homes, occupied for dwelling or sleeping purposes, are located.

Manufactured home park. (Manufactured Homes and Parks opened or expanded after 4-20-72) Any park, court, site, parcel or tract of land designed, maintained intended or used for the purpose of supplying a location or accommodations for two or more manufactured homes and shall include all buildings used or intended for use as part of the equipment thereof; whether or not a charge is made for the use of the court and its facilities.

Manufactured home park or subdivision. (Flood Damage Prevention) A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for sale or rent.

Manufactured home space. (Manufactured Homes and Parks) A plot of ground within a manufactured home park, designed for the accommodation of one manufactured home.

Manufactured homes and trailer sales lot. (Manufactured Homes and Parks opened or expanded after 4-20-72) A lot on which unoccupied trailers are parked for purposes of inspection and sale.

Manufactured home court. (Zoning) Any plot of ground on which there are located or intended to be located two or more manufactured homes to be occupied for dwelling or sleeping purposes.

Mansard roof. (Signs) Any roof that has an angle greater than 45 degrees and which derives part of its support from the building wall and is attached to (but not necessarily a part of) a low slope roof and which extends along the full length of the front building wall or three-quarters of the length of a side building wall. For purposes of Signs, Chapter 174, a low slope roof shall mean any roof with a pitch less than three inches rise per 12 inches horizontal.

May. Is permissive.

Mean sea level. (Flood Damage Prevention) For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Meter. (Building Regulations) For the purpose of establishing electrical permit fees for additions, alterations, repair, and new installments and to include farm buildings and owner/occupied dwellings a meter shall be defined as an apparatus to measure electrical power and an outlet shall be defined as a point on the wiring system at which current/voltage is switched, connected to a lighting fixture or receptacle, connected to utilization equipment, and connected to any equipment that receives, controls, stores, consumes, and/or transfers electricity.

Ministorage units. (Zoning) A structure or structures containing separate, individual, and private storage spaces of varying sizes leased or rented on individual leases for varying periods of time.

Mitigation. (Tree and Preservation and Protection) The planting of trees on-site in an effort to lessen the environmental damage caused by the injury or removal of trees during development.

Mobile home. (Zoning) A manufactured home built prior to June 15, 1976.

Monopole tower. (Wireless Telecommunications Facilities) A communications tower constructed without the use of guy wires and ground anchors and consisting of only a single pole.

Monument sign. (Sign) A freestanding sign with a maximum height of six feet above the surrounding finish grade and whose entire base is in contact with and supported by the ground.

Mulch. (Physical Alteration of Land) A layer of leaves, straw, bark, or other organic material spread around plants to retain moisture, and to control weeds or erosion.

N

Native woodlands. (Tree Preservation and Protection) A biological community of trees and woody shrubs native to the Ozark Plateau, covering an area of 10,000 square feet or greater. A list of species to the Ozark Plateau may be found in the City of Fayetteville *Tree Preservation, Protection, and Landscape Manual.*

Natural drainage ways. (Physical Alteration of Land) Ephemeral, intermittent and perennial streams. Chapter 169 is not concerned with ephemeral streams.

New construction. (Flood Damage Prevention) For floodplain management purposes, structures for which the "start of construction" commenced on or after the effective date of this development code.

New Development. (Water and Wastewater Impact Fees) Construction of a new single family home and the construction or expansion of any other building or structure. The change in use of a building or structure that results in increased demand from water and wastewater facilities shall also be considered new development.

Nonconforming sign. (Signs) A sign existing on 12-19-72 which could not be built under the terms of the UDO.

Nonconforming use. (Airport Zone) Any pre-existing structure, object of natural growth, or use of land which does not conform to the provisions of Chapter 165 or an amendment thereto.

Nonconforming use. (Zoning) A use that lawfully occupied a building or structure or land on the effective date of the zoning ordinance, adopted June 29, 1970, and that does not conform to the use regulations of the district in which it is located.

Non-native woodlands. (Tree Preservation and Protection) A biological community of trees and woody shrubs, covering the area of 10,000 square feet or greater, descended from non-native species brought to the area during urban settlement. A list of typical non-native species may be found in the City of Fayetteville *Tree Preservation, Protection, and Landscape Manual.*

Nudity or state of nudity. (Zoning)

(A) The appearance of the bare human buttocks, anus, male genitals, female genitals or female breast.

(B) A state of dress which fails to opaquely cover a human buttock, anus, male genitals, female genitals, or areola of the female breast.

O

Obstruction. (Airport Zone) Any structure, growth or other object, including a mobile object, which exceeds a limiting height set forth in Chapter 165.

Off-site sign. (Signs) A sign which directs attention to a business, commodity, service, entertainment or attraction sold, offered or existing elsewhere than upon the same lot where such sign is displayed. The term of-site sign shall include an outdoor advertising sign (billboard) on which space is leased or rented by the owner thereof to others for the purpose of conveying a commercial or noncommercial message.

One-hundred year flood. (100-year)(Flood Damage Prevention) A flood which has a one percent annual probability of being equaled or exceeded. It is identical to the "base flood," which will be the term used throughout Chapter 168.

On-site sign. (Signs) A sign which directs attention to a business, commodity, service, entertainment or attraction sold, offered or existing on the same lot where such sign is displayed; provided, an on-site sign may also display a noncommercial message.

Operator's permit. (Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded after 4-20-72) A written permit issued by the enforcement officer permitting the manufactured home park to operate under Chapter 175 and regulations promulgated thereunder.

Original tower height. (Wireless Telecommunications Facilities) Height of a tower, not including any antennas, on the date of the passage of this ordinance.

Outdoor advertising business. (Zoning) Provision of outdoor displays or display space on a lease or rental basis only.

Outdoor music establishment. (Zoning) Any business or establishment that has a garden, patio, rooftop or premises not wholly enclosed by solid walls and fully roofed in which amplified or loud music is played that could be audible at nearby residences or businesses.

Outfall. (Stormwater Management, Drainage and Erosion Control) The terminus of a storm drain, where the contents are released.

P

Parcel. (Development) An area under one ownership.

Parking informational sign. (Signs) A wall sign or a freestanding sign indicating the location of a motor vehicle parking lot and designating the persons authorized to park in said lot. The size of a parking information sign shall not exceed four square feet. The number of parking informational signs on a parking lot shall not exceed the number of entrances for the parking lot.

Parking lot. (Zoning) An off-street, surfaced, ground level open area, for the temporary storage of five or more motor vehicles.

Parking space, off-street. (Parking and Loading) A space adequate for parking an automanufactured with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room.

Passive open space. (Development) An area intended for tranquil activities such as walking, sitting, observing and the less active games like shuffleboard and croquet.

Pavement width. (Development) The distance from inside edge of curb to inside edge of curb (Flow line to flow line).

Peak flow. (Stormwater Management, Drainage and Erosion Control) The maximum rae of flow of water at a given point and time resulting from a given storm event.

Peak flow attenuation. (Stormwater Management, Drainage and Erosion Control) The reduction of the peak discharge of storm runoff by storage and gradual release of that stored flow.

Percent minimum canopy. (Tree Preservation and Protection) The amount of existing tree canopy an applicant must preserve based on the zoning designation of the land to be developed.

Perennial stream. (Physical Alteration of Land) A stream that carries water year round.

Person. An individual, firm, limited or general partnership, corporation, company, business, association, joint stock association, organization, group of individuals, other legal entity or government entity, including a trustee, a receiver or assignee or a similar representative of any of them.

Personal use. (Wireless Telecommunications Facilities) "Personal use" refers to a non-commercial use by a resident of the subject property. If any revenues are generated from the operation of the tower, it will not be for personal use as such term is used.

Plan, General. (Development) The plan made and adopted by the Planning Commission and adopted by the City Council that includes studies and analysis of the population, housing and economics of the city and includes the future land use plan and the master street plan.

Plan, Future Land Use. (Development) A part of the general plan made and adopted by the Planning Commission and adopted by the City Council that establishes long-range planning policies and implementation strategies to manage and guide future growth and development, consisting of a map and text. It includes general recommendations for locations of land uses.

Plan, Master Street. (Development) A part of the general plan made and adopted by the Planning Commission and adopted by the City Council that classifying certain streets within the planning area jurisdiction as arterial or collector streets, consisting of a map and text.

Planned Zoning District. (Zoning, Development) A zoning district that allows for comprehensively planned developments for either single-use ormixed-use and permits development and zoning review as a simultaneous process.

Plat, concept. (Development) A generalized sketch of an area intended to be subdivided and containing sufficient information to allow the Planning commission to determine whether a subdivide can comply with the regulations.

Plat, final. (Development) A complete and exact subdivision plat, prepared for official recording as required by state law, to define property boundaries and proposed streets and other improvements.

Plat, preliminary. (Development) A preliminary plat for a subdivision shall be a formal plan, drawn to scale, indicating prominent existing features of a tract and its surroundings and the general layout of the proposed subdivision and shall meet the requirements outline in Chapter 166.

Platform sign. (Signs) A single or double-face sign attached to a supporting base place on the ground surface.

Plumbing fixture. (Building Regulations) For the purposes of establishing plumbing permit fees for additions, alterations, repairs, and new installations, a plumbing fixture shall be defined as any service line and/or pipe replacement or extension and any device and equipment that receives, stores, consumes, transfers, and/or discharges liquid and/or waste.

Portable swinger sign and A-frame or sandwich sign. (Signs) An advertising device which is ordinarily in the shape of an "A" or some variation thereof, located on the ground, easily movable, not permanently attached thereto and which is usually two-sided.

Portable temporary attraction sign board. (Signs) A single or double-surface painted or poster panel type sign or some variation thereof, which is temporary in nature, usually mounted on wheels, easily movable, and not permanently attached thereto.

Precision instrument runway. (Airport Zone) A runway having an existing instrument approach procedure utilizing an instrument landing system (ILS) or a precision approach radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an approved airport layout plan or any other planning document.

Prefabricated Construction. (Zoning) Any structure built off-site excluding manufactured homes.

Primary surface. (Airport Zone) A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends 200 feet beyond each end of that runway; for military runways or when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The width of the primary surface is set forth in §165.01. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.

Private open space. (Development) The outdoor living area directly adjoining a dwelling unit or building, intended for the private enjoyment of the residents or occupantso f the dwelling unit or building and defined in such a manner that its boundaries are evident.

Projecting sign. (Signs) Any sign that shall be affixed at an angle or perpendicular to the wall of any building in such a manner to read perpendicular or at an angle to the wall on which it is mounted.

Public grounds. (Tree Preservation and Protection) Areas including street rights-of-way, alleys, parks, medians, substations, treatment plants, plazas, squares, public buildings and any other area designated for public use.

Public open space. (Development) Open space, including but not limited to, any park, lake, stream, playground, or natural area commonly open to the public.

R

Real estate sign. (Signs) Temporary sign placed upon property for the purpose of advertising to the public the sale or lease of said property.

Recreational Structure. (Development) Anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground that has a primary use that is recreational in nature. Among other things, recreation structures include tennis courts, basketball courts, swimming pools and jogging trails.

Regulatory area. (Stormwater Management, Drainage and Erosion Control) That portion of the floodplain subject to inundation by the 100-year flood is defined as the regulatory area. Its width is determined by the 100-year flood. Its length or reach is determined by natural bounds such as a lake, or by structures such as a dam or bridge, or by political or legal bounds. In the absence of complete information to define or estimate a 100-year flood, an interim regulatory area may be designated on the basis of satisfactory existing floodplain information.

Regulatory floodway. (Flood Damage Prevention) See: "Floodway."

Relic orchard. (Tree Preservation and Protection) Groups of fruit trees originally planted for agricultural purposes, but since taken out of production.

Remedy a violation. (Flood Damage Prevention) To bring the structure or other development into compliance with state or local floodplain management regulations, or, if it is possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of this development code, or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

Remove. (Signs) Remove shall mean:

(A) The sign face, along with the posts, columns, or supports of freestanding signs, shall be taken down and removed from the property.

(B) The sign face and supporting structures of "projecting", "roof" or "wall" signs shall be taken down and removed from the property.

(C) The sign face of "painted wall signs" shall be removed by painting over the wall sign in such a manner as to completely cover up and hide from sight the sign in question.

Residential driveway. (Streets and Sidewalks) A driveway on public property adjacent to a public street or highway to provide entrance to or exit from residential property for the exclusive use and benefit of those residing therein.

Residential zone. (Streets and Sidewalks) Any one side of a block in which 50% or more of the frontage of that side is used for residential purposes.

Retail liquor store. (Zoning) Any business engaged primarily in the retail sale of spirituous, vinous or malt beverages or light wine or beer as said terms are defined by A.C.A. §3-1-102, §3-1-103 and §3-5-202 for off-premises consumption.

Retaining wall. (Physical Alteration of Land) A structure erected between lands of different elevation to protect structures and/or prevent erosion from the upper slope.

Retaining wall height. (Physical Alteration of Land) The height of a retaining wall, for setback purposes, shall be defined as the vertical distance from the top of the wall to the ground surface of the low side.

Retention. (Stormwater Management, Drainage and Erosion Control) The use of complete storage to prevent the discharge of a given volume of stormwater runoff into surface waters.

Right-of-way. (Development) The land opened, reserved or dedicated for street, walk, drainage or other public purposes.

Riparian. (Tree Preservation and Protection) Of, relating to, or located on the bank of a river or stream.

Riparian buffer. (Tree Preservation and Protection) A biological community consisting of trees, woody shrubs and groundcover that exists along the banks of rivers, creeks or intermittent and perennial streams.

Rip-rap. (Physical Alteration of Land) A loose assemblage of stones placed on ground to prevent erosion. Rip-rap shall be sized so that displacement does not occur due to velocity of water.

Riverine. (Flood Damage Prevention) Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Roof sign. (Signs) Any sign wholly erected, constructed or maintained on the roof structure or parapet wall of any building.

Runway. (Airport Zone) A defined area on an airport prepared for landing and take-off of aircraft along its length.

Rural street. (Development) A street located, or to be located, outside the city limits of the city but within the planning area jurisdiction of the city.

S

Safety zone. (Streets and Sidewalks) All parts of the street or highway right-of-way between the curb or shoulder line and the right-of-way line along the property frontage, except those areas contained in the access driveways.

Sediment basin. (Physical Alteration of Land) A depression in a waterway designed to trap sedimentation before entry into the stormwater system.

Separate offense. (Tree Preservation and Protection) In relation to trees, each tree is a separate offense.

Service building. (Manufactured Homes and Parks) (Manufactured Homes and Parks opened or expanded after 4-20-72) A building housing toilet and bathing facilities for men and women with laundry facilities and such other facilities as may be required by Chapter 175.

Setback. (Zoning) A required open space other than a court unoccupied and unobstructed by any structure or portion of a structure 30 inches above the general ground level of the graded lot upward, provided, however, that fences, walls, poles, posts and other customary yard accessories, ornaments, and furniture may be permitted in any yard subject to height limitations and requirements limiting obstruction of visibility.

Setback lines or building lines. (Development) A line on a plat generally parallel to the street right-of-way, indicating the limit beyond which buildings or structures may not be erected except as provided in ordinances.

Setback, front. (Zoning)

(A) A setback extending between side lot lines across the front of a lot adjoining a public street. In the case of through lots, unless the prevailing front setback pattern on adjoining lots indicates otherwise, front setbacks shall be provided on all frontages.

(B) Depth of required front setbacks shall be measured at right angles to a straight line joining the foremost point of the side lot line, in the case of rounded property corners at street intersections, shall be assumed to be the point at which the side and front lines would have met without such rounding.

Setback, rear. (Zoning)

(A) A setback extending across the rear of the lot between inner side setback lines. In the case of through lots and corner lots, there will be no rear setbacds, but only front and side setbacks.

(B) Width of a required rear setback shall be measured in such a manner that the setback established is a strip of the minimum width required by the district regulation with its inner edge parallel with the rear lot line.

Setback, side. (Zoning)

(A) A setback extending from the rear line of the required front yard to the rear lot line, or in the absence of any clearly defined rear lot line, or in the absence of any clearly defined rear lot line to the point on the lot farthest from the intersection of the lot line involved with the public street. In the case of through lots, side setbacks shall extend from the rear lines of front setbacks required. In the case of corner lots, yards remaining after full front setbacks have been established shall be considered side setbacks.

(B) Width of a required side setback shall be measured in such a manner that the setback established is a strip of the minimum width required by district regulations with its inner edge parallel with the side lot line.

Setback, special. (Zoning) A setback behind any required setback adjacent to a public street, required to perform the same functions as a side or rear setback, but adjacent to a lot line so placed or oriented that neither the term "side setback" nor the term "rear setback" clearly applies.

Sexually oriented business. (Zoning) An adult arcade, adult bookstore or adult video store, adult cabaret, adult motion picture theater, or adult theater.

Shall. (Zoning). Is mandatory.

Shopping center. (Signs) Two or more retail stores and/or service establishments, or one retail store and one service establishment, sharing customer parking areas, regardless of whether said stores and/or establishments occupy separate structures or are under separate ownership.

Sign. (Signs) Every device, frame, letter, figure, character, mark, plane, point, design, picture, stroke, stripe, trademark, or reading matter, which is used or intended to be used to attract attention or convey information when the same is placed out of doors in view of the general public; in addition, any of the above which is not placed out of doors but which is illuminated with artificial or reflected light not maintained stationary and constant in intensity and color at all times when in use shall be considered a sign within the meaning of Chapter 174, when placed near the inside surface of a window in such a way as to be in view of the general public and used or intended to be used to attract attention or convey information to motorists. For the purpose of determining number of signs, a sign shall be considered to be a single display surface or display device containing elements organized, related, and composed to form a unit. Where matter is displayed in a random manner, without organized relationship to elements, or where there is a reasonable doubt as to the relationship of elements, each element shall be considered to be a single sign.

Significant tree. (Tree Preservation and Protection) A tree with a diameter at breast height (DBH) of 24 inches or more for fast growth species, 18 inches or more for slow and moderate growth species, and 8 inches or more for understory species, as set forth in the City of Fayetteville *Tree Preservation, Protection, and Landscape Manual.* A tree may also be considered significant because of advanced age for its species, or because it represents an uncommon or endangered species, or due to its location on a site designated as historic by local, state or federal authorities.

Single housekeeping unit. (Zoning) A dwelling unit with common access to and common use of all living and eating areas an all areas and facilities for the preparation, serving and storage of food within the dwelling unit.

Site. (Physical Alteration of Land) Any lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.

Slope. (Physical Alteration of Land) An inclined ground surface., the inclination of which is expressed as a ratio of horizontal distance to vertical distance.

Specified anatomical areas. (Zoning)

(A) Less than completely and opaquely covered human genitals, pubic region, buttock(s), and female breast below a point immediately above the top of the areola; and

(B) Human male genitals in a discernible turgid state, even if completely and opaquely covered.

Specified sexual activities. (Zoning)

(A) Human genitals in a state of sexual stimulation or arousal;

(B) Acts of human masturbation, sexual intercourse, or sodomy;

(C) Fondling or other erotic touching of human genitals, pubic region, buttock(s) or female breast.

Spot light illumination. (Signs) Illumination which comes from lamps, lenses or devices designed to focus or concentrate the light rays of the source.

Stabilization. (Physical Alteration of Land) That which is attained once the site is restored to its pre-development state in terms of soil stability and irritability.

Start of construction. (Flood Damage Prevention) The date the building permit is issued for either new construction or substantial improvement, provided the actual start of construction, repair, reconstruction, replacement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, beyond excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation or the installation of streets and/or walkways, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

Stealth technology. (Wireless Telecommunications Facilities) Systems, components and materials used in the construction of wireless communications facilities to make it compatible with the surrounding property.

Stormwater. (Stormwater Management, Drainage and Erosion Control) The flow of water that results from and occurs immediately following a rainfall event.

Stormwater management, drainage and erosion control permit. (Stormwater Management, Drainage and Erosion Control) A construction permit issued by the City of Fayetteville in compliance with the provisions of Chapter 170.

Stormwater management plan. (Stormwater Management, Drainage and Erosion Control) A plan for receiving, handling, and transporting storm and surface waters within the city's stormwater management system.

Stormwater management system. (Stormwater Management, Drainage and Erosion Control) All natural and man-made elements used to convey stormwater from the first point of impact with the surface of the earth to a suitable outlet location internal or external to the boundaries of the City of Fayetteville. The stormwater management system includes all pipes, channels, streams, ditches, wetlands, sinkholes, detention/retention basins, ponds, lakes, and other stormwater conveyance and treatment facilities whether public or private.

Stream. (Flood Damage Prevention) A watercourse having a source and terminus, banks, and channel through which waters flow at least periodically. Streams do not lose their character as a watercourse even though the water may dry up. For the purpose of this ordinance, streams are defined on the Flood Insurance Rate Map as single lines with no floodplain or floodway defined.

Stream corridor. (Stormwater Management, Drainage and Erosion Control) The landscape and physical features on both sides of a stream, including soils, slope, and vegetation, whose alteration can directly impact the stream's physical characteristics and biological properties.

Street. (Development) A strip of land, including the entire right-of-way, intended primarily as a means of vehicular and pedestrian travel which may also be used to provide space for sewers, public utilities, trees and sidewalks.

Street, arterial. (Development) A street or road of considerable continuity which serves or is intended to serve as the principal traffic way between separated areas or districts which is the main means of access to the primary street system or expressways.

Street, collector. (Development) A street which in addition to serving abutting properties, intercepts minor streets, connects with community facilities and carries neighborhood traffic to the major arterial street system. Where possible, houses should not front on collector streets.

Street, frontage. (Development) A minor street which is generally parallel to and adjacent to a major highway or railroad right-of-way and which provides access to abutting properties and protection from through traffic.

Street line. (Zoning) (Streets and Sidewalks) The right-of-way line of street.

Street, minor. (Development) A street used primarily to provide access to abutting properties.

Street right-of-way. (Development) The area designated for city improvements on both sides of the street.

Streets. (Streets and Sidewalks) Of higher use designation than collector street, including arterial streets and expressways as defined in Ordinance No. 1750 of the City of Fayetteville, Arkansas.

Structure. (Airport Zone) An object, including a mobile object, constructed or installed by man, including but without limitation, buildings, towers, cranes, smokestacks, earth formation, and overhead transmission lines.

Structure or building. (Zoning) Anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground. Among other things, structures include buildings, manufactured homes, walls, fences, billboards and poster panels.

Subdivider. (Development) A person, firm or corporation undertaking a subdivision as defined in Chapter 166, Development,.

Subdivision. (Development) The subdividing of land into lots and blocks, the parceling of land resulting in the need for access or utilities, or the dividing of an existing lot or parcel into two or more lots or parcels.

Substantial damage. (Flood Damage Prevention) Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.'

Substantial improvement. (Flood Damage Prevention) Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either:

(A) Before the improvement or repair is started; or

(B) If the structure has been damaged, and is being restored, before the damage occurred.

For the purpose of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either:

(a) Any project for improvement or a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or

(b) Any alteration of a structure listed on the National Register of Historic Places, or a state inventory of historic places.

Suburban. (Development) Located outside the corporate city limits, but within the city's planning area.

T

Tandem lot. (Zoning) A lot which does not have required frontage on a public street and which is located behind a lot or a portion of a lot which does have frontage on a public street.

Telecommunications. (Wireless Telecommunications Facilities) The transmission, between or among points as specified by the user of information of the user's choosing, without change in the form or content of the information as sent and received.

Terrace. (Physical Alteration of Land) A relatively level step constructed in the face of a graded slope surface for drainage and maintenance purposes.

Topping. (Tree Preservation and Protection) Also referred to as stubbing, dehorning, pollarding and heading; it is the severe removal of the tree canopy back to large stubs.

Tower or communications tower. (Wireless Telecommunications Facilities) Any structure that is designed and constructed for the primary purpose of supporting one or more antennas, including lattice towers, guy towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. This term is <u>not</u> intended to describe buildings or other structures that have been constructed primarily for a purpose <u>other than</u> supporting one or more antennas, despite the fact that such structure may currently, or in the future, actually support one or more antennas.

Townhouse. (Zoning) Two or more single-family dwelling units constructed in a series of attached units with property lines separating each unit.

Transitional surfaces. (Airport Zone) A surface extending outward at 90 degree angles to the runway centerline and the runway centerline extended at a slope of seven feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces.

Travel trailer. (Zoning) A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel and recreational purposes, having a body width not exceeding eight feet.

Tree. (Airport Zone) Any object of natural growth.

Tree. (Tree Preservation and Protection) Any self-supporting woody perennial plant, usually having a main stem or trunk and many branches, and at maturity normally attaining a trunk diameter greater than three inches at DBH and a height of over 10 feet.

Tree and Landscape Advisory Committee. (Tree Preservation and Protection) An advisory committee appointed by the City Council to assist the landscape administrator with city beautification and the management of its trees.

Tree preservation area. (Tree Preservation and Protection) Those areas designated for the protection of both preserved and planted trees depicted on a tree preservation plan, abbreviated tree preservation plan, preliminary plat, large scale development, or site plan.

Tree preservation plan. (Tree Preservation and Protection) A site plan that delineates tree preservation areas and details measures to be taken to ensure protection and survivability of trees to be saved, prior to and during construction.

Tree registry. (Tree Preservation and Protection) A list of trees registered with the city due to documented historic association, rare tree species or extraordinary value because of their age, size or type.

Tree surgery. (Tree Preservation and Protection) Includes cavity filling/repair, bracing, cabling, and wound treatment.

U

Unified Soil Classification System. (Physical Alteration of Land) A system adopted jointly by the Corps of Engineers and Bureau of Reclamation in 1952 to classify soils according to texture, plasticity, and performance as engineering construction material.

Unit. (Building Regulations) A product or equipment used in heating and air conditioning, refrigeration, ventilation, or process cooling and heating system.

Universal soil loss equation. (Physical Alteration of Land) An equation that was developed by USDA to determine erosion based rainfall, soil irritability, slope, length of slope, plant cover, and mulching.

Urban. (Development) Located within the corporate city limits.

Urban street. (Development) A street located, or to be located, within the city limits.

Use buffer. (Tree Preservation and Protection) Trees or other woody shrubs that serve to screen incompatible land uses, unwated light, or noise.

Used or occupied. (Zoning) Include the words "intended", "designed", or "arranged to be used or occupied."

V

Variance. (Flood Damage Prevention) A grant of relief to a person from the requirements of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. (For full requirements see §60.6 of the National Flood Insurance Program regulations.

Variance. (Zoning) A variance is a relaxation of the terms of zoning, Chapters 160 through 165, where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement would result in unnecessary and undue hardship.

Veterinary small animal out-patient clinic. (Zoning) An office where vaccination and treatment of small animals is performed; where no x-rays, surgery or treatments requiring hospitalization are performed; where no overnight boarding is permitted; and where no after-hours or weekend emergency services are performed.

View obscuring vegetation. (Zoning) A screen of live plant material that is opaque from the ground to a height of at least six feet intended to exclude visual contact between uses and to create a strong impression of special separation during all seasons of the year. At maturity, the screen shall be considered to be view obscuring if there are no openings of greater that one square foot.

Violation. (Flood Damage Prevention) The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Chapter 168 is presumed to be in violation until such time as that documentation is provided.

Visual runway. (Airport Zone) A runway intended solely for the operation of aircraft using visual approach procedures.

W

Wall sign. (Signs) Any sign that shall be affixed parallel to the wall or printed on the wall of any building in such a manner as to read parallel to the wall on which it is mounted; provided, however, said wall sign shall not project above the top of the wall or beyond the end of the building. For the purpose of Chapter 174, any sign display surface that is affixed flat against the sloping surface of a mansard roof shall be considered a wall sign. Any sign that is affixed to the face of the building marquee, building awning, or a building canopy shall be considered a wall sign.

Wastewater System Improvements. (Water and Wastewater Impact Fees) Capacity-enhancing improvements to the facilities for the transmission, treatment, reclamation and disposal of wastewater. Lift stations, force mains and gravity mains or excluded from the definition of wastewater system improvements.

Water surface elevation. (Flood Damage Prevention) The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Water System Improvements. (Water and Wastewater Impact Fees) Capacity-enhancing improvements to the facilities for the supply, storage, transmission and distribution of potable water, excluding water lines less than eight inches in diameter and other lines that are the minimum size needed to serve an individual development project.

Windblown sign. (Signs) Any flag, pennant, balloon, spinner, or blimp.

Wireless Communications Facility (WCF). (Wireless Telecommunications Facilities) A land use facility that transmits and/or receives electromagnetic signals for the purpose of transmitting analog or digital voice or data communications. It includes antennas, microwave dishes, horns and other types of monopoles, or similar structures supporting said equipment, equipment buildings, shelters or cabinets, and other accessory development. Wireless communications facility includes personal wireless services as defined in the Federal Telecommunications Act of 1996, and as subsequently amended.

(Code 1965, §§13A-1; 13B-1; 17B-7(a0, 19-24, 1713-2; App. A, Art. 17; App. B, §1; App. C, Art. 1, §D; Ord. No. 1509, 8-8-66; Ord. No. 1747, 6-20-70; Ord. No. 1790, 3-15-71; Ord. No. 1801, 6-21-71; Ord. No. 1859, 3-20-72; Ord. No. 1893, 12-19-72; Ord. No. 1998, 5-7-74; Ord. No. 2581, 12-4-79; Ord. No. 2697, 1-20-81; Ord. No. 2753, 8-18-81; Ord. No. 2789, 1-18-82; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3011, 6-5-84; Ord. No. 3024, 8-21-84; Ord. No. 3231, 12-2-86; Ord. No. 4024, §2, 3-28-87; Ord. No. 3298, 10-6-87; Code 1991, §§98.60, 118.01, 150.02, 156.001, 156.065, 158.03, 158.35, 159.04, 160.002, 160.096(A), 160.121, 161.06, 162.02, 163.02; Ord. No. 3551, 6-4-91; Ord. No. 3138, 11-5-85; Ord. No. 3165, 2-4-86; Ord. No. 3699, §2, 4-20-93; Ord. No. 3780, §1, 4-19-94; Ord. No. 3794, §1 5-17-94; Ord. No. 3870, §1, 4-1-94; Ord. No. 3895, 6-20-95; Ord. No. 3901, §1, 2, 7-5-95; Ord. No. 3908, §1, 7-18-95; Ord. No. 3970, §1, 7-18-95; Ord. No. 3913, §1, 8-1-95; Ord. No. 3963, §1, 4-16-96; Ord. No. 3970, §1, 5-7-96; Ord. No. 3971, §1, 5-21-96; Ord. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, 8-18-98; Ord. No. 4127, 12-15-98; Ord. No. 4178, 8-31-99; Ord. No. 4226, 2-15-00; Ord. No. 4285, 1-2-01; Ord. No. 4321, 6-19-01; Ord. No. 4340, 10-2-01)

TITLE XV. UNIFIED DEVELOPMENT ORDINANCE

Chapter 157. Notification and Public Hearings.

Sec. 157.07. Manufactured homes and manufactured home parks.

(A) Whenever the enforcement officer determines that there are reasonable grounds to believe that there has been a violation of any provision of Chapter 175, or any regulation adopted pursuant thereto, he/she shall give notice of such alleged violation to the owner of the park and to the person to whom the operator's permit was issued, as hereinafter provided.

(B) Such notice shall:

(1) Be in writing;

(2) Include a statement of the reasons for its issuance;

(3) Allow a reasonable time for the performance of any act it required;

(4) Be served upon the owner and the operator; provided, that such notice or order shall be deemed to have been property served upon such owner or operator when a copy thereof has been sent by certified mail to their last know address, or when they have been served with such notice by any other method authorized or required by the laws of the state; and,

(5) Contain an outline of remedial action, which, if taken, will effect compliance with the provisions of Chapter 175 and with regulation adopted pursuant thereto.

(Code 1965, §13B-13; Ord. No. 1859, 3-20-72; Code 1991, §156.077; Ord. No. 4100, §2 (Ex. A), 6-16-98)

Cross reference(s)--Manufactured homes and Manufactured home Parks, Ch. 175, §163.22.

Sec. 157.08. Fire Prevention Code. *Blasting.* In addition to the requirements and regulations provided in the Fire Prevention Code, the applicant for a blasting permit shall notify all residential property owners located within 200 yards of a blasting site. Notification may be personal contact, or by written notice left at the residence and shall contain the dates of any blasting activity.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4125, 11-17-98)

Cross reference(s)--Fire Prevention Code/Building Code, § 173.02.

Sec. 157.09. Sign Appeal.

(3) *Public Hearing.* Upon receipt of a petition for a sign appeal, the Board of Sign Appeals shall hold a public hearing on the requested appeal.

(4) Notice of public hearing - city. Notice of public hearing shall be given by the city using the following methods:

(1) Sign. A sign 18 inches high and 24 inches wide shall be placed upon the property seven days before the date of the public hearing.

(2) *Other notice.* The Board of Sign Appeals shall also give notice of such hearing to interested persons and organizations as it deems feasible and practicable.

Secs. 157.10--157.99. Reserved.

TITLE XV. UNIFIED DEVELOPMENT ORDINANCE

Chapter 159. Fees.

CHAPTER 159. FEES.

Sec. 159.01. Fees/schedule.

(A) *Fees.* Fees shall be imposed, as set forth below, to cover the cost of public notices and such other expenses as may be incurred in connection with processing of applications, plan reviews, amendments, permits, variances and other matters pertaining to the UDO.

(1) An alderman may present a resolution to the City Council to waive, or reduce development permit fees otherwise required by this chapter, elsewhere within the Unified Development Ordinance. If the reduction, or waiver would serve the public interest, alleviate an unfair burden upon an applicant, or be beneficial to the city as a whole, the City Council may grant such reduction, or waiver of permit fee.

(B) *Fee schedule.*

(1) *General.* Unless specific fees are set forth below, the City Council shall, by resolution, establish a schedule of fees and a collection procedure. The schedule of fees shall be posted in the Planning Division.

(2) *Signs.*

(a) *Signs.* For each sign or other advertising structure regulated by Chapter 174; $10.00 plus $1.00 per square foot of sign face.

(b) *Windblown signs.* $10.00.

(c) *Sign variance.* Filing fee: $350.00

(3) *Development.*

Concurrent Plat

Nonresidential	$800.00
10 or less residential units	$200.00
25 or less residential units	$400.00
26 or more residential units	$800.00

Preliminary Plat

Nonresidential	$800.00
10 or less residential units	$200.00
25 or less residential units	$400.00
26 or more residential units	$800.00

Final Plat

Nonresidential	$800.00
10 or less residential units	$200.00
25 or less residential units	$400.00
26 or more residential units	$800.00

Concept Plat	$50.00

Lot split	$200.00

Large Scale Development

Nonresidential	$800.00
10 or less residential units	$200.00
25 or less residential units	$400.00
26 or more residential units	$800.00

Planned Zoning District

Nonresidential	$1,125.00
Residential:	
10 or less residential units/lots	$525.00
25 or less residential units/lots	$725.00
26 or more residential units/lots	$1,125.00

(4) *Physical alteration of land.*

Permit Fee

Less than ½ acre	$75.00
½ to 1 acre	$100.00
Over 1 acre	$200.00
Appeals	$100.00

(Ord. No. 4113, 8-18-98)

(5) *Drainage.* Non-refundable permit application fee.

Up to 0.5 acre	$75.00
0.51 to 1.0 acre	$100.00
Over 1.0 acre	$200.00
Appeals	$100.00

(6) *Zoning.*

Rezoning	$325.00
Conditional use	$100.00
Manufactured home:	
Initial permit	$25.00
Renewal	$12.50
Home occupation:	
Initial permit	$25.00
Renewal	$12.50
Variance:	
Before any violation has occurred	$25.00
After any violation has occurred	$100.00
Appeal of Zoning and Development Administrator interpretation	$25.00
Certificate of Zoning Compliance	$25.00

(7) *Streets and sidewalks.*

Driveway and curb cut	$20.00
Sidewalk	$20.00
Driveway, curb cut and sidewalk	$25.00
Excavation of streets and other public ways	$5.00

Cross reference(s)—Excavations, §171.14

(8) *Tree preservation.*

Filing fee	$120.00

(9) *Floodplain determination.*

Administrative review fee	$25.00

(10) *Vacations.*

Filing fee	$200.00

(11) *Building permits.*

(a) *General fees.* The following general provisions shall apply to all permits, including but not limited to building, electrical, gas, mechanical and plumbing; and shall apply in addition to the fees and requirements set forth in each separate code.

(i) *Permit fees.*

a. *Design/build fee.* In addition to the permit fees, a design/build fee for fast-track, design-build, and buildings permitted with construction progressing as design and construction plans are in progress shall be equal to one-half the permit fee but shall not be more than $1,000.00.

b. *Emergency, investigative and after hour(s).* In addition to the permit fee, an emergency fee for after hours inspection, investigations and emergency inspections shall be $20.00 per inspection.

c. *Outside city limits.* In addition to the permit fee, each inspection required outside Fayetteville city limits shall be $20.00 per inspection.

d. *Work without permit.* Where work for which a permit is required is started or proceeded prior to obtaining said permit, the fees herein specified shall be doubled. Payment of such double fee shall not relieve any persons from fully complying with the requirement of any code in the execution of the work nor from any other applicable penalties.

e. *Re-inspection.* For each re-inspection for correction of violations and/or if installation is not ready for requested inspections the fee shall be $20.00.

(ii) *Permit valuation.*

a. Permit valuation is the reasonable valuation of all services, labor, materials, and appliances or devices entering into and necessary to the prosecution and completion of the work ready for occupancy.

b. The permit valuation shall include total cost such as plumbing, electrical, gas, mechanical, equipment, and other systems, however, the cost of excavation or grading, paying, and land cost are not deemed a part of such permit valuation.

c. The building permit fee shall be based on the valuation as determined by the building code data or as submitted by the applicant, whichever is greater.

(iii) *Exemptions from permit fees.*

a. *Historical buildings.*

1. Buildings identified and classified as historical buildings or structures by state or local jurisdiction shall be exempt from permit fees.

2. The Mayor may exempt all or part of the applicable permit fees for buildings that can be proven to be more than 50 years old that are judged by the building official to be safe and in the public interest of health, safety, and welfare regarding any proposed construction, alteration, repair, enlargement, restoration, or relocation,

or moving of buildings within fire districts.

b. *Building construction.* Building construction fees shall be as set forth in the building code, fees appendix, except as set forth below:

Partial C of O	$25.00
Original C of O--new building	$15.00
Certificate of completion	$15.00
C of O--existing building and/or change of occupancy use	$25.00
Demolition permit	$50.00
Temporary C of O	$25.00
Annual C of O renewal	$12.50
Annual C of O renewal--if expired	$25.00
Footing/foundation only	$50.00
Appeal of building official to Construction Board of Adjustment and Appeal	$50.00
Moving permit	$100.00
Permit extension	$50.00
Plan view fee--shall not exceed	$1,000.00

c. *Demolition fees.* Single family residences shall be exempt from demolition fees.

(12) *Electrical.*

(a) *Electrical permit fees.* Fees for permit shall be paid to the city, as follows:

i. First four meters, new or replacement, $20.00

ii. For each additional meter on a building, $5.00

iii. $0.25 per outlet, and $10.00 per inspection with electrical wiring in concrete.

iv. Neon tube lighting shall be $10.00 for each transformer.

v. A minimum fee for any electrical permit shall be $20.00.

(b) *Apprentice electrician.* Registration of an apprentice electrician, $10.00.

(13) *Gas.*

(a) *Gas permit fees.* Fees for gas permit shall be paid to the city, as follows:

i. First five fixtures for $20.00 plus $2.00 for each additional fixture.

(b) *Exceptions.* Gas ranges/ovens, domestic clothes dryers, and space heaters not required to have a vent are exempted and gas permits are not required to connect these appliances to an existing gas outlet in an existing piping system.

(14) *Mechanical permit fees.* Fees for a mechanical permit shall be paid to the city as follows:

Minimum permit fee for the first unit	$20.00
Additional units greater than ⅓ horse power	$5.00
Fractional horse power mechanical exhaust	$2.00
Gas vent per unit	$5.00

(15) *Plumbing.*

(a) *Plumbing permit fees.* Fees for plumbing permits shall be paid to the city, as follows:

i. First five fixtures for $20.00, plus $1.75 for each additional fixture, and

ii. $10.00 for each inspection required for plumbing under slab.

Sec. 159.02 Water and wastewater impact fees

(A) *Applicability.*

(1) The following provisions shall apply to all of the territory within the City's water and wastewater service areas, including areas outside the corporate city limits and within service areas located within Washington County and other incorporated cities after June 16, 2003 .

(2) The following types of development shall be required to pay a water and/or wastewater impact fee:

(a) New development seeking a new connection to the City's water or wastewater system.

(b) New development seeking a new connection to the system of a wholesale customer of the City's water or wastewater system, where collection of the City's impact fee is required by the City's contract with the wholesale customer.

(c) Residential redevelopment involving the construction of one or more additional dwelling units.

(d) Nonresidential redevelopment seeking a larger capacity water meter.

(B) *Intent*

(1) The intent of wastewater and water impact fees is to ensure that new development bears a proportionate share of the cost of improvements to the City's water and wastewater systems; to ensure that the proportionate share does not exceed the cost of providing water and wastewater facilities to the development that paid the fee; and to ensure that funds collected from developments are used to construct water and wastewater facilities that serve such developments. It is further the intent of this Ordinance to use the impact fees to implement the City's 2020 General Plan and future plan updates and to implement the City's Five Year Capital Improvements Program.

(2) It is not the intent of this Ordinance to collect any money from any development in excess of the actual amount necessary to offset demands generated by that development for the water and wastewater facilities for which the fee was paid.

(3) It is not the intent of this Ordinance that any monies collected for the water impact fee and the wastewater impact fee ever be commingled or ever be used for a type of facility different from that for which the fee was paid.

(C) *Time of Collection*

(1) Water and wastewater impact fees for new development shall be paid prior to the issuance of a new or larger water meter, connection to the wastewater system, or issuance of a building permit; whichever comes first.

(2) Development projects which have obtained building permits prior to the effective date of this ordinance shall not have to pay impact fees if the building is completed with water and sewer hook-ups installed and certificate of occupancy issued no later than six (6) months from the effective date of this ordinance.

(D) *Fee Determination*

(1) *Schedule of Fees.* The Impact Fee Administrator shall determine the amount of the water and wastewater impact fees for residential uses based on the type or size of the dwelling unit and for nonresidential uses based on the size of the water meter using the following schedule:

Land Use	Unit	Water	Waste-Water	Total
Single-Family (average)	Dwelling	$308	$835	$1,143
Multi-Family (per dwelling unit)	Dwelling	$219	$593	$812
Nonresidential (5/8" x 3/4" meter)	Meter	$308	$835	$1,143
Nonresidential (1" meter)	Meter	$770	$2,088	$2,858
Nonresidential (1-1/2" meter)	Meter	$1,540	$4,175	$5,715
Nonresidential (2" meter)	Meter	$2,464	$6,680	$9,144
Nonresidential (3" meter)	Meter	$4,928	$13,360	$18,288
Nonresidential (4" meter)	Meter	$7,700	$20,875	$28,575
Nonresidential (6" meter)	Meter	$15,400	$41,750	$57,150
Nonresidential (8" meter)	Meter	$24,640	$66,800	$91,440
Nonresidential (10" meter)	Meter	$35,420	$96,025	$131,445

(2) *Redevelopment, Reconstruction, Change of Use.* In the event of a redevelopment, reconstruction or change of use from an existing development or use, the fee shall be the difference between what the fee would be for the entire redevelopment or reconstruction project and what the fee would have been for the existing development or use. Enlargement of a single family home will not require any impact fee.

(3) *Mixed Use.* If the proposed development includes a mix of the residential land uses and/or nonresidential meter sizes that are listed in the impact fee schedule, the fee shall be determined by adding up all the water and wastewater impact fees that would be applicable for each residential land use type and/or nonresidential meter size as if it was a freestanding land use type.

(4) *Fire Suppression / Low Pressure.* It is the intent of this ordinance to base water and

wastewater impact fees on the typical usage in a new building or other facility. Extinguishing of fires is not a part of typical usage; to allow adequate fire flow to sprinklers and internal hydrants at some large and at-risk properties, it may be necessary for fire protection purposes to install a larger water meter than would be necessary to meet day-to-day needs of that facility. In addition, a larger meter may be required in areas of low water pressure than in areas of normal water pressure for the same type of use. In those cases, it is the policy of the City that the impact fee for water and wastewater should be based on the meter size needed by that facility for its typical usage, without regard to fire-flow or unusual pressure conditions.

(5) *Irrigation.* Any separate water meter installed for irrigation purposes only shall not be included in the calculation of the wastewater impact fee.

(6) *Affordable Housing Exemption.*

(a) *Single family housing.* Construction of single family housing funded wholly or primarily by federal Community Development Block Grants, non-profit service organizations such as Habitat for Humanity, Housing and Urban Development housing loans and similar programs designed to provide affordable, owner-occupied, single family residences to low income individuals shall be exempted from payment of impact fees pursuant to this ordinance by the Impact Fee Administrator.

(b) *Appeal.* A person aggrieved by the Impact Fee Administrator's refusal to grant an Affordable Housing Exemption may appeal the denial to the Planning Commission.

(E) *Use of Fees.*

(1) *Establishment of Accounts.* An Impact Fee Fund that is distinct from the General Fund of the City is hereby created, and the impact fees received will be deposited in the following interest-bearing accounts of the Impact Fee Fund:

(a) Water Impact Fee Account, and

(b) Wastewater Impact Fee Account.

(2) *Water Impact Fee Accounts.* The Water Impact Fee Account shall contain only those water impact fees collected pursuant to this Ordinance plus any interest which may accrue from time to time on such amounts.

(3) *Wastewater Impact Fee Account.* The Wastewater Impact Fee Account shall contain only those wastewater impact fees collected pursuant to this Ordinance plus any interest which may accrue from time to time on such amounts.

(4) *Order of Use.* Monies in each impact fee account shall be considered to be spent in the order collected, on a first-in/first-out basis.

(5) *Use of Fees.* The monies in each impact fee account shall be used only for the following:

(a) *Acquisition.* To acquire land for and/or acquire or construct water or wastewater system improvements of the type reflected in the title of the account and as described in the Impact Fee Study as well as extension of service to new development paying an impact fee.

(b) *Debt service.* To pay debt service on any portion of any current or future general obligation bond issue or revenue bond issue used to finance water or wastewater system improvements of the type reflected in the title of the account that created or will create capacity to serve new development.

(c) As described in subsection F, Refunds.

(F) *Refunds.*

(1) Any monies in the Impact Fee Fund that have not been spent or encumbered within ten (10) years after the date on which such fee was paid shall be refunded by the City to the then current owner of the land for which the fee was paid with interest since the date of payment. Interest shall be based on a five percent annual rate.

(2) After an impact fee has been paid pursuant to this Ordinance, no refund of any part of such fee shall be made due to the fact that the project for which the fee was paid is later demolished, destroyed, or is altered, reconstructed, or reconfigured so as to reduce the number of dwelling units in the project, or the size of the water meter required.

(3) At the time of payment of the water or wastewater impact fee under this Ordinance,

the Impact Fee Administrator shall provide the applicant paying such fee with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any collection of any impact fee under this Ordinance.

(Code 1965, §§17B-3(c); 17B-7(k), 18-27, App. A., Art. 9(6), 10(2), 11, App. C., Art. II, §E; Ord. No. 1747, 6-29-70; Ord. No. 1790, 3-15-71; Ord. No. 1893, 12-19-72; Ord. No. 2198, 2-17-76; Ord. No. 2323, 4-5-77; Ord. No. 2538, 7-3-79; Ord. No. 2581, 12-4-79; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3230, 11-8-86; Ord. No. 3298, 10-6-87; Code 1991, §§98.62, 158.22, 158.45, 159.15, 160.172, 160.195, 160.197; Ord. No. 3716, §2, 6-15-93; Ord. No. 3925, §4, 7, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, § 1, 8-18-98; Ord. 4323, 6-19-01; Ord. No. 4447, §1, 12-17-02)

Secs. 159.03.–159.99. Reserved.

(D) *Unit 4. Cultural and recreational facilities.*

(1) *Description.* Unit 4 consists of cultural and recreational uses to serve the residents of the community.

(2) *Included uses.*

Auditorium, stadium	
Art gallery, museum	
Cemetery	
Child care center, nursery school *	
Church	
College or university	
Community center	
Crematorium	
Detention home	
Dormitory	
Eldercare	
Hospital	
Mausoleum	
Playfield, playground	
Private club or lodge	
School:	•Elementary •Junior High •Senior High
Swimming pool	
Tennis court	
Theater (legitimate)	
Zoo	

Cross-reference(s)—Parking and Loading, Ch. 172.

(E) *Unit 5. Government facilities.*

(1) *Description.* Unit 5 consists of the main facilities of government agencies.

(2) *Included uses.*

City or county jail
Courts of law
Fire station
Governmental agencies and offices
Library
Police station
Post office

(F) *Unit 6. Agriculture.*

(1) *Description.* Unit 6 consists of agricultural uses and services and certain other uses suitable for location near, but not in, a residential district.

(2) *Included uses.*

Agricultural uses and services:	Farm:	•Egg •Truck
	Services:	•Hay baling •Smoking, curing and selling of smoked or cured poultry and livestock •Sorting, packing and selling of fruits, vegetables and flowers •Threshing

(G) *Unit 7. Animal husbandry.*

(1) *Description.* Unit 7 consists of livestock raising and related activities which are ordinarily objectionable to other uses and require, therefore, a buffer strip when abutting a C or R District.

(2) *Included uses.*

Animal farms for show, breeding, and training	
Farms with livestock	
Kennel	
Livestock services:	•Animal hospitals •Shipping of livestock •Training of horses •Veterinarian's treatment areas
Recreational uses:	•Guest ranch •Riding stable * •Rifle range •Rodeo ground

Sec. 163.10. Manufactured and mobile homes.

(A) *Manufactured home parks.* Manufactured home parks shall be subject to the provisions of Manufactured homes and Manufactured home Parks, Chapter 175, and Development, Chapter 166 and shall require a conditional use permit in all RMF districts.

(1) *Accessory commercial uses.* In a manufactured home park there may be provided accessory commercial uses intended solely for the convenience of the residents of the development, provided that:

(a) All such units are operated within an enclosed structure;

(b) The gross floor area of such accessory uses shall not exceed 25 square feet for each manufactured home space in the park;

(c) No such structure shall be closer than 100 feet to any property in an R or R-O District outside the development;

(d) All accessory commercial uses shall be located in a manner that the use is surrounded by the manufactured home park and is not located on the outer boundaries of said park.

(2) *Dwelling units.* No single-family, two-family, or multi-family dwelling unit may be erected or placed upon any lot within a manufactured home park unless said lot and dwelling meets all requirements of the zoning regulations for such a dwelling in the zoning district where the manufactured home park is located.

(B) *Location of manufactured and mobile homes.*

(1) *Manufactured home parks/exceptions.* Manufactured homes are permitted in manufactured home parks and in the R-A, Residential – Agricultural zoning district.

(2) *Mobile homes.* Mobile homes are permitted in manufactured home parks.

(Code 1965, App. A., Art. 7 (12); Ord. No. 1747, 6-29-70; Ord. No. 1869, 6-19-72; Ord. No. 2320, 4-5-77; Code 1991, §160.086; Ord. No. 4100, §2 (Ex. A), 6-16-98)

Secs. 163.11. Outdoor music establishments. Outdoor music establishments operating during May or June of 2002 may continue to operate at the same location without this conditional use even if the ownership or name of the outdoor music establishment changes in the future as long as the establishment does not terminate its outdoor music for 12 consecutive months or longer. All other outdoor music establishments shall not be allowed in any zoning district, except C-1, C-2, C-3 and C-4, where they may be allowed as conditional uses subject to the following additional conditions:

(A) *Site plan.* A site plan showing the proposed location and size of the outdoor music area; location and direction of the speakers; noise absorbing walls, structures or devices; proposed days and hours of operation of the outdoor music area; and measures proposed to lessen or eliminate any adverse affects upon nearby residences and businesses.

(B) *Planning Commission review.* In addition to all normal considerations for a conditional use, the Planning Commission may require noise reducing measures and structures be incorporated into an outdoor music area, may limit the size, power, number and direction of speakers, and may limit the hours of outdoor music generation from the establishment.

(C) *Fayetteville noise ordinance violation.* If the establishment or any band or any person operating at such establishment is convicted of violating the Fayetteville noise ordinance (§96.06 of the *Code of Fayetteville*), such violation may constitute grounds for revocation of this conditional use to operate an outdoor music establishment.

(D) *Fayetteville entertainment district.* The City Council's policy is to encourage outdoor music establishments along Dickson Street from Block Avenue to Arkansas Avenue and on West Avenue from Spring Street to Lafayette Street as long as such establishments are reasonably compatible with adjoining neighborhoods.

(Ord. No. 4409, §2, 8-6-02)

TITLE XV. UNIFIED DEVELOPMENT ORDINANCE

Chapter 173. Building Regulations.

CHAPTER 173. BUILDING REGULATIONS.

Sec. 173.01 General provisions. In addition to the specific provisions provided hereinafter, the following general provisions shall apply to the Building Code, Electric Code, Gas Code, Mechanical Code and the Plumbing Code.

(A) *Permits.*

(1) *Fees paid.* A permit shall not be issued until the fees prescribed have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, due to an increase in the estimated cost of the building, structure, electrical, plumbing, mechanical, or gas systems has been paid.

(2) *Expiration.* Every permit issued hereunder shall expire by limitation and become null and void if construction/installation authorized by permit is not commenced within six months from the date of such permit, or if the construction/installation authorized by such permit is abandoned for a period of six months at any time after the construction/installation is commenced. Before such installation can begin or be recommended, a permit extension fee shall be paid or a new permit shall be secured for the unfinished portion of the installation as required by the building official.

(B) *Liability insurance.*

(1) The following shall be required to carry liability insurance.

(a) Every licensed master electrician applying for an electrical permit;

(b) Every licensed supervising gas filter actively engaged in gas installations;

(c) Every licensed mechanical/HVACR licensee engaged in mechanical installations.

(d) Every licensed master plumber actively engaged in plumbing installations.

(2) Liability insurance shall be carried as set out below:

•General aggregate	$100,000.00
•Personal and advertising	$100,000.00
•Each occurrence	$100,000.00

Each certificate shall indicate name of insurance company issuing policy, name of insured, policy number, effective and expiration date, and signature of authorized representative of insurance company.

(C) *Responsibilities of permit applicant.*

(1) *Notice to city.* It shall be the duty of the permit applicant or his authorized representative to give notice to the city Building Safety Division when an installation is ready for an inspection.

(2) *Installation ready for inspection.* It shall be the duty of the permit applicant to make sure that the installation is ready for inspection before the inspection is requested.

(3) *Provide ready access.* It shall be the duty of the permit applicant to provide ready access to the premises where the requested inspection is to be made.

(D) *Exemptions.* The assembly and erection of approved equipment by the manufacturer of such equipment, except electrical, gas, mechanical, and plumbing connections to said equipment, shall be exempt from permitting and inspection provisions.

(E) *Uncovering work.* Any installation or part thereof which is installed, altered, or repaired and covered before being inspected shall be uncovered for inspection as required by the Building Safety Division Director.

(F) *Certificate of occupancy.*

(1) *Required.* In addition to the building permit fee, buildings and parts of buildings shall not be occupied before a certificate of occupancy is executed and issued by the building official.

(2) *Copy upon request.* The owner of a single-family and multi-family residential dwelling will receive a copy of the certificate of occupancy if requested.

(Ord. No. 4100, §2 (Ex. A), 6-16-98)

Sec. 173.02. Fire Prevention Code/Building Code.

(A) *Adoption by reference.* There is hereby adopted by the City Council, by reference thereto, the provisions set forth in the Arkansas Fire Prevention Code, with state adopted appendices, as may from time to time hereafter be amended and adopted by the State of Arkansas, save and except such portions of said code as may be deleted, modified, or amended herein.

(B) *Amendments, additions, and deletions to the Building Code.* The Building Code shall be amended as follows:

(1) *Construction documents.* Plans reviewed for code compliance with permits issued shall be destroyed after construction is complete and as allowed by law after being copied for permanent record and maintained by the city. Plans retained on file for one-through four-family residential dwelling units will be destroyed when construction is complete and may not be permanently copied.

(a) *Plans.* Plans submitted to be reviewed for code compliance and permitting shall note the following:

(i) Construction type;

(ii) Occupancy classification(s);

(iii) Occupant load;

(iv) Design live loads;

(v) Design dead loads;

(vi) Occupancy and tenant separations;

(vii) Design snow load; and

(viii) Design wind load.

(b) *Ground snow loads.* Ground snow loads to be used in the determination of design snow loads shall not be less than 20 pounds per square foot.

(c) *Plan review.* A plan review by an independent entity may be required by a building official for plans of unusual, special, and/or hazardous use of buildings submitted for permit or review.

(2) *Footing.*

(a) *Design requirements.*

(i) The footing bottoms shall be a minimum of 24 inches below finish grade, and

(ii) The minimum width of a concrete footing for one story building with 1,400 or less square feet shall be 18 inches. The minimum width of a concrete footing for two-story buildings and buildings greater than 1,400 square feet shall be 24 inches. All footings shall be reinforced with horizontal steel rebar; and

(iii) Minimum footing rebar size shall be two #4's in an 18 inch footing and three #4's in a 24 inch footing and tied perpendicular with #4 rebar at 24 inches on center, and supported three inches (3") from the bottom of the footing with support approved by the building official; and

(iv) The thickness of the concrete footing shall be a minimum of 12 inches with a minimum of 3,000 PSI concrete; and

(v) Minimum concrete footing for concentrated load shall be 24 inches x 24 inches x 12 inches in depth of 3,000 PSI concrete, 24 inches to bottom below finish grade with a rebar mat of four #4's supported three inches from the bottom with support as approved by the building official; or

(vi) Designed by an Arkansas registered professional architect or engineer.

(3) *Concrete floors.* (Slabs on grade).

(a) *Minimum requirement.* Minimum requirement for concrete slab-on-grade floors shall be constructed in accordance with the *CABO One and Two Family Dwelling Code*, and shall be at least eight inches (8") above the finish grade surrounding the building; and

(b) *Minimum compressive strength.* Concrete used in the construction of floors shall have a minimum compressive strength of 3,000 pounds per square inch; or

(c) *Design.* Designed by an Arkansas registered professional architect or engineer.

(4) *Crawl space.* Crawl space grade shall not be lower than finish grade outside of a building without construction of a drainage remedy approved by the building official.

(5) *Signs.* The City of Fayetteville adopted sign ordinance shall take precedence over conflicts with the Building Code outdoor display and signs requirements.

(6) *Portable buildings.* Requirements for building permits shall not apply to small one story portable buildings with an area of 80 square feet or less, but shall be subject to other applicable city requirements.

(7) *Reroofing.* Reroofing of existing residential dwelling units including detached garages and portable buildings shall not require a permit. However, the project is not exempt from meeting all code requirements.

(C) *Amendments, additions, and deletions to the Fire Prevention Code.* The Fire Prevention Code shall be amended as follows:

Sprinklers. In addition to the requirements of the Fire Prevention Code and the Building Code, any new building or alteration, addition or change of occupancy of existing buildings which exceeds three stories including the basement, or 50 feet or greater in height at the highest point of said building shall be protected by a complete automatic sprinkler system designed and installed with compliance to applicable NFIPA Standards.

(Ord. No. 4100, §2 (Ex. A), 6-16-98)

Sec. 173.03. Fire zones.

(A) *Zones.* The city is hereby divided into two fire zones which shall be known as the first fire zone and the intermediate fire zone.

(1) *First zone.* The first fire zone shall include the following areas of the city:

(a) Beginning at a point where the east line of south Locust Avenue intersects the north line of west Rock Street and running thence west along the north line of Rock Street to the east line of South West Avenue; thence north along the east line of West Avenue to the north line of West Center Street to the east line of University Avenue to the north line of West Dickson Street; thence west along the north line of Dickson Street to the east line of Arkansas Avenue; thence north along the east line of Arkansas Avenue to the south line of Ida Street; then east along the south line of Ida Street to the east line of Gregg Avenue; thence north along the east line of Gregg Avenue to the south line of West Lafayette Street; thence east along the south line of Lafayette to a point 259 feet and three inches (3") east of the east line of North West Avenue; thence south to a point in the south line of Scott Street, said point being 259 feet and three inches (3") east of the east line of North West Avenue; thence east along the south line of Scott Street to the west line of Rollston Avenue, thence south along the west side of Rollston Avenue, to a point 180 feet north of the north line of West Dickson Street; thence east parallel with the north line of Dickson Street to a point in the west line of a private driveway which is 147 feet, more or less, east of the east line of College Avenue; thence south along the west line of said driveway to the south line of East Dickson Street; thence east along the south line of East Dickson Street to a point which is 300 feet east of the east line of North College Avenue; thence south parallel with the east line of College Avenue to the north line of East Rock Street; thence west along the north line of Rock Street to the point of beginning.

(b) Beginning on the north boundary of the area described in subsection a. above, at a point which is 180 feet north and 160 feet west of the west line of College Avenue; thence north parallel with said west line of College Avenue; thence north parallel with said west line of College Avenue 480 feet; thence west 30 feet; thence north 132 feet to the south line of Lafayette Street; thence across Lafayette Street to the north side thereof to a point 180 feet west of the west line of College Avenue; thence north 92.5 feet; thence east 10 feet; thence north parallel to the west line of College Avenue 367 feet to the south line of Maple Street; thence northwesterly across Maple Street to the east line of the north-south alley between Maple Street and Davidson Street, the east line of said alley being 200 feet west of College Avenue; thence north along said east line to Davidson Street; thence northeasterly across Davidson Street to a point on the north line thereof, 140 feet west of the west line of College Avenue; thence north parallel with said west line of College Avenue to Trenton Boulevard; thence across Trenton Boulevard to a point on the north line thereof, 150 feet west of the west line of College Avenue; thence in a northerly direction parallel to and 150 feet west of the west line of College Avenue to the south line of North Street; thence east along the south line of North Street to a point 150 feet east of the east line of College Avenue; thence in a southerly direction parallel to and 150 feet east of the east line of College Avenue to the north line of Davidson Street; thence southwesterly across Davidson Street to a point on the south line thereof 135 feet east of the east line of College Avenue; thence south parallel to and 135 feet east of the east line of College Avenue 212 feet, more or less, to an east-west alley, thence southeasterly across said alley to a point on the south side thereof 205 feet east of the east line of College Avenue; thence south parallel to and 205 feet east of the east line of College Avenue to the north line of Maple Street; thence southwesterly across Maple Street to a point on the south side thereof 110 feet east of the east line of College Avenue; thence south parallel to and 110 feet east of the east line of College Avenue; thence south parallel to and 130 feet east of the east line of College Avenue, 295 feet, more or less, to the north line of Lafayette Street; thence southwesterly across Lafayette Street to a point of the south side thereof, 120 feet east of the east line of College Avenue; thence south 112 feet; thence east to a point 200 feet east of the east line of College Avenue thence south 110 feet to Cravens Street; thence across Cravens Street to a point on the south side thereof 205 feet east of the east line of College Avenue; thence south parallel to and 205 feet east of the east line of College Avenue, 270 feet; thence west 55 feet; thence south to the north boundary of the area described in the subsection a. above; thence west to the place beginning.

(c) A strip of land 150 feet wide on each side of the I-540 from the north line of the first fire zone, as established in the above divisions, north along I-540 to the north city limits.

(d) A strip of land 150 feet wide on each side of the I-540 from the south boundary of the first fire zone, as established in the above divisions, south along I-540 to the south city limits.

(e) A strip of land 150 feet wide on each side of United States Highway 62 from I-540 west along United States Highway 62 to the west city limits.

(f) A zone 460 feet wide, extending 230 feet on each side of the centerline of North College Avenue from the north line of East Dickson Street to the south line of East Davidson Street.

(g) The west 300 feet of Block A of Maplewood Addition to the city.

(h) Beginning at the limits of the first fire zone, as established by the above divisions, at a point on the north line of East Rock Street which is 200 feet east of the east line of South College Avenue; thence south along the east side of an alley 200 feet east of the east line of South College Avenue to the centerline extended of East South Street; thence west along the centerline of East South Street to the centerline of South East Avenue; thence south along the center line of South East Avenue to the centerline of West Fourth Street (formerly West First Street); thence west along the centerline West Fourth Street to the centerline of South Block Avenue; thence south along the centerline of South Block Avenue to the centerline of West Fifth Street; thence west along the centerline West Fifth Street extended to the intersection of the first fire zone limits as established by the above subsections, at a point 150 feet east of the east line of South School Avenue; thence north along said limits parallel and 150 feet east on the east line of South School Avenue to the north line of West Rock Street at said limits; thence east with said limits along the north line of Rock Street to the point of beginning.

(i) A zone of 340 feet wide, extending 170 feet in each side of the centerline of South School Avenue, from the north line of Rock Street south to the south line of Fifteenth Street.

(j) A zone 360 feet wide, extending 180 feet on each side of the centerline of West Sixth Street (Highway 62), from a north-south line parallel to and 140 feet west of the centerline of South School Avenue west to a point on a line parallel with the west line of Buchanan Avenue.

(2) *Intermediate fire zone.* The intermediate fire zone shall include all territory now or hereafter within the corporate limits of the city which is not within the first fire zone.

(Code 1965, §16-1; Ord. No. 885, 10-01-45; Code 1991, §151.01, 151.02, 151.03; Ord. No. 4100, §2 (Ex. A), 6-16-98)

Sec. 173.04. Electrical Code.

(A) *Adoption by reference.* There is hereby adopted by the City Council of the City of Fayetteville, Arkansas, by reference thereto the provisions set forth in the Arkansas Board of Electrical Examiners Act, Arkansas Electrical Code Authority Act, and Regulations for the Board of Electrical Examiners governing the construction, installation and inspection of electrical wiring, electrical equipment, and electrical installations, pursuant to the authority expressly conferred by the laws of the State of Arkansas, and as may from time to time hereafter be amended, save and except such as may be deleted, modified, or amended herein.

(B) *Amendments, additions, and deletions.* The Arkansas Board of Electrical Examiners Act, Arkansas Electrical Code Authority Act, and Regulations for the Board of Electrical Examiners governing the construction, installation, and inspection of electrical wiring, electrical equipment, and electrical installations shall be amended as follows:

(1) *Responsibilities of a master electrician.* It shall be the duty of the master electrician to require apprentice electricians to register annually with the city Building Safety Division before doing electrical work and to inform the Building Safety Division when said apprentice is terminated.

(2) *Exemptions.* The following shall be exempt from these provisions:

(a) *Public utility.* Any construction, installation, maintenance, repair, or renovation by a pubic utility regulated by the Public Service Commission, or by a rural electric cooperative, of any transmission or distribution lines or facilities incidental to their business and covered under other nationally recognized safety standards.

(b) *Department of Labor, Elevator Safety Division.* Electrical work regulated by the Arkansas Department of Labor, Elevator Safety Division.

(c) *Minor repair.* A permit is not required for minor repair, replacement of fuses and lamps, or connections of portable electrical equipment to permanently installed receptacles.

(3) *Permits required; qualifications.*

(a) *Application.* All electrical work, unless specifically exempt herein, shall require the application and approval of an electrical permit from the city Building Safety Division prior to beginning electrical installations in the corporate limits of the city.

(b) *Issuance.* The city Building Safety Division is authorized to issue electrical permits to the following:

(i) Arkansas state licensed master electricians.

(ii) Arkansas state licensed industrial maintenance electrician for an electrical permit on or within an industrial or manufacturing type facility.

(iii) A permit may be issued to a property owner to install electrical installations in a single-family residence, provided the property owner does the work himself, and the building is owned and occupied by such owner as his home. Such electrical work must strictly comply with the requirements of this chapter.

(4) *Power company.*

(a) *Meter installation.* An electrical utility power company shall not install a meter before approval is received from the Building Safety Division when there have been changes, additions, alterations, and/or repairs to the electrical system.

(b) *Faulty electrical wiring.* An electrical utility power company shall not install a meter when faulty electrical wiring is evident and a hazard exists.

(c) *Existing installation.* Nothing herein shall be so construed as to require approval from the Building Safety Division before a meter is installed on an existing installation unless some change has been made and/or a hazard exists to the electrical system.

(5) *Miscellaneous provision.*

(a) *NM and NMC cable.* The use of type NM and NMC cable shall be limited to residential dwelling units and existing buildings less than 3, 000 total square feet that are less than three stories and with occupancy defined by the building code as business and/or mercantile when altered, renovated, added to, and/or occupancy changed. Existing electrical wiring proposed to be used for said existing building shall be certified as safe by an Arkansas Professional Engineer and / or Architect or Arkansas Master License Electrician.

(b) *Pull chain switches.* The use of pull chain switches shall be prohibited.

(c) *Fuses.* The use of fuses as overcurrent protection of circuits shall be prohibited in residential dwellings.

(d) *Aluminum conductors.* The minimum size of aluminum conductors shall be #2 AWG. Splicing and termination of aluminum conductors shall be with approved compression fittings.

(6) *Neon lighting.*

(a) *Permit required.* Power and control electrical wiring shall not be installed without obtaining a permit. Permit application, drawings, and specification shall be submitted for approval as required by the Building Safety Division before installation begins.

(b) *No license required.* An electrical license shall not be required to obtain a permit to install neon tubing, associated transformer, high voltage wiring, and appurtenances.

(C) *Inspections and tests.*

(1) Inspections of electrical installations shall be requested and approved by the Building Safety Division before covering as follows:

(a) Temporary construction meter;

(b) Underground;

(c) In concrete or under concrete;

(d) Rough-in;

(e) Meter; and/or,

(f) Final.

(2) Tests on electrical work shall be performed by the master electrician as required by the Building Safety Division Director.

(Ord. No. 4100, §2 (Ex. A), 6-16-98)

State law reference(s)--Arkansas Board of Electrical Examiners Act, A.C.A. §7-25-102 et seq.; Arkansas Electrical Code Authority Act, A.C.A. §20-31-101 et seq.

Sec. 173.05. Gas Piping Code.

(A) *Adoption by reference.* There is hereby adopted by the City Council by reference thereto the provisions set forth in the Arkansas State Gas Code, Rules and Regulations of the State Board of Health governing the construction, installation and inspection of consumer's gas piping, gas appliances and gas equipment, duly adopted and promulgated by the Arkansas State Board of Health, Little Rock, Arkansas, pursuant to the authority expressly conferred by the laws of the State of Arkansas, and as may from time to time hereafter be amended, save and except such portions of said code as may be deleted, modified or amended herein.

(B) *Amendments, additions, and deletions.* The Arkansas State Gas Code, Rules and Regulations of the State Board of Health, governing the construction, installation and inspection of consumer's gas piping and gas appliances and gas equipment shall be amended as follows:

(1) *Exemptions.* The following shall be exempt from these provisions:

(a) *Gas company.* Nothing herein shall be construed as applying to a gas company, its agents, servants, and employees conducting its business under the franchise granted by the city in the installation, repair, maintenance, removal or replacement of gas piping machinery or equipment owned or operated by the gas company in the city.

(b) *Gas meter.* Nothing herein shall be so construed as to require a permit and inspection from the city Building Safety Division before a gas meter can be set unless some change has been made in gas installation since service was disconnected.

(2) *Permit required; qualifications.*

(a) *Application.* A gas permit shall be applied for and obtained from the city Building Safety Division prior to beginning gas installations in the corporate limits of the city.

(b) *Issuance.* The city Building Safety Division is authorized to issue gas permits to the following:

(i) State licensed supervising gas fitter.

(ii) State licensed master plumbers.

(iii) A permit may be issued to a property owner to install gas installations in a single-family residence, provided the property owner does the work himself, and the building is owned and occupied by such owner as his home. Such gas installations must strictly comply with the requirements of this chapter.

(3) *Miscellaneous provisions.* All underground plastic as piping shall have a #14AWG copper or large tracer wire with moisture resistant thermoplastic insulation installed in the same trench with the underground plastic piping. Said tracer wire shall be continuous and secured to the piping above ground.

(C) *Inspection and tests.*

(1) Inspections of gas installations shall be made before covering, and with required tests as follows:

(a) Underground;

(b) Rough-in; and/or

(c) Final.

(2) Tests as required by code shall remain on any addition, alteration, repair, and new piping installations until the installation has been approved by a Building Safety Division Director.

(Code 1965, §15-69, 15-61, 15-76, 15-70; Ord. No. 1432, 02-15-65; Ord. No. 1741, 06-01-70; Ord. No. 2256, 07-20-76; Ord. No. 2033, 08-06-74; Ord. No. 4100, §2 (Ex. A), 6-16-98)

State law reference(s)—Public health-Enforcement, A.C.A. §4-97-106; Arkansas Administrative Procedure, A.C.A. §25-15-201 et seq.

Sec. 173.06 Plumbing Code.

(A) *Adoption by reference.* There is hereby adopted by the City Council by reference thereto the provisions set forth in the Arkansas State Plumbing Code, Rules and Regulations of the State Board of Health, governing the construction, installation and inspection of plumbing and drainage, duly adopted and promulgated by the Arkansas State Board of Health, Little Rock, Arkansas, pursuant to the authority expressly conferred by the laws of the State of Arkansas, and as may from time to time hereafter be amended, save and except such portions of said code as may be deleted, modified, or amended herein.

(B) *Amendments, additions, and deletions.* The Arkansas State Plumbing Code, Rules and Regulations of the State Board of Health, governing the construction, installation, and inspection of plumbing and drainage shall be amended as follows:

(1) *Permits required; qualifications.*

(a) *Application.* All plumbing work, unless specifically exempt herein, shall require the application for and approval of a plumbing permit from the city Building Safety Division, prior to beginning plumbing installations in the corporate limits of the city, and on water and sewer systems owned by the city outside of the city limits.

(b) *Documentation.* No plumbing permit shall be issued until the following has been received:

(i) Plumbing permit issued by the State Department of Health, as required.

(ii) Plans and specifications approved by the State Department of Health, as required.

(iii) State Department of Health approval of an individual sewage disposal system when a public sewer is not available for use.

(iv) Building permit has been issued.

(c) *Minor repairs.* No permit is required for minor repairs to faucet, valves, pipes, appliances, and the removal of stoppage.

(d) *Issuance.* The city Building Safety Division is authorized to issue plumbing permits to the following:

(i) State licensed master plumbers.

(ii) A permit may be issued to a property owner to install plumbing in a single-family residence, provided the property owner does the work himself, and the building is owned and occupied by such owner as his home. Such plumbing work must strictly comply with the requirements of this chapter.

(2) *Failure to permit and inspect.* Water meters shall not be allowed for installations that have not been permitted and inspected.

(C) *Inspection and tests.*

(1) Inspections of plumbing installations shall be made before covering, and with required test as follows:

(a) Underground;

(b) Under slab;

(c) Rough-in; and/or

(d) Multi-story rough-in; and

(e) Final.

(2) The Building Safety Division Director shall have the right to inspect and may require tests for existing plumbing installations when there is reason to believe that such system is not safe for the use it is intended. When such inspection or tests indicate a faulty or unsafe system, the system shall be made safe to the satisfaction of the inspector before the system is used.

(Code 1965, §15-1, 15-9, 15-3 15-4; Ord. No. 1433, 02-15-65; Ord. No. 1861, 04-13-72; Ord. No. 3228, 11-18-86; Ord. No. 4100, §2 (Ex. A), 6-16-98)

Sec. 173.07. Mechanical Code.

(A) *Adoption by reference.* There is hereby adopted by the City Council by reference thereto the provisions set forth in the Arkansas State Mechanical Code, Rules and Regulations of the State HVACR Board, including guidelines for estimating heat loss and gain, governing the installation and inspection of mechanical systems duly adopted and promulgated by the Arkansas State HVACR Board, Little Rock, Arkansas, pursuant to the authority expressly conferred by the laws of the State of Arkansas, as may from time to time hereafter be amended, save and except such portions of said code as may be deleted, modified, or amended herein.

(B) *Amendments, additions, and deletions.* The Arkansas State Mechanical Code, Rules and Regulations of the State HVACR Board, governing the installation and inspections of mechanical systems shall be amended as follows:

(1) *Application.* All mechanical work, unless specifically exempt herein, shall require the application for and approval of a mechanical permit from the city Building Safety Division, prior to beginning mechanical installations in the corporate limits of the city.

(2) *Minor repairs.* No permit is required for minor repairs such as recharging of units, filter changes, and replacement of parts within the units.

(3) *Issuance.* The city Building Safety Division is authorized to issue permits to the following:

(a) State licensee;

(b) A permit may be issued to a property owner for mechanical installations in a single-family residence, provided the property owner does the work himself, and the building is owned and occupied by such owner as his/her home. Such mechanical work must strictly comply with the requirements of this chapter.

(C) *Inspection and tests.*

(1) Underslab/underground;

(2) Rough-in; and/or

(3) Final.

(D) *Right to inspect.* The Building Safety Division Director shall have the right to inspect and may require tests for existing mechanical installations when there is reason to believe that such system is not safe for the use intended. When such inspections or tests indicate a faulty or unsafe system, the system shall be made safe before the system is used.

(Ord. No. 4100, §2 (Ex. A), 6-16-98)

Sec. 173.08. Unsafe buildings.

(A) No person or persons, partnership, corporation or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the city which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

(B) *Abatement procedure.*

Resolution. The rules and procedures of the inspection department for cleanup, raze and removal of property shall be followed. If the results of such efforts are unsatisfactory, the Building Safety Division Director may forward the matter to the City Council for consideration. The City Council may by resolution make the following determinations and issue the following order:

(1) *Determination of condition.* The City Council may by resolution determine that a building or house has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

(2) *Order of raze and removal.* If it is determined that a building or house has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare, the City Council may order the house or structure razed and removed.

(Code 1991, §151.51, 151.52(A)(1)(2); Ord. No. 3948, 02-20-96; Ord. No. 4100, §2 (Ex. A), 6-16-98)

State law reference(s)--Removal or razing of buildings, A.C.A. §14-56-203.

Sec. 173.09. Homebuilders registration. *Adoption by reference.* There is hereby adopted by the City Council, by reference thereto, the provisions set forth in A.C.A. §17-25-501 et seq., save and except such portions of said code as may be deleted, modified, or amended herein.

Cross reference(s)--Administration, Ch. 152; Appeals, Ch 155; Variances, Ch. 156; Fees, Ch. 159.

(Code, 1991, §151.31.5)

Sec. 173.10. Standard Housing Code.

(A) *Adoption by reference.* There is hereby adopted by the City Council, by reference thereto, the provisions set forth in the *Standard Housing Code, 1997 Edition*, save and except such portions of said code as may be deleted, modified, or amended herein.

(B) *Amendments, additions, and deletions to the Standard Housing Code, 1997 Edition.* The *Standard Housing Code, 1997 Edition*, shall be amended as follows:

(1) The Construction Board of Adjustments and Appeals shall perform those duties of the Housing Board of Adjustments and Appeals as set forth in Section 106, *Standard Housing Code, 1997 Edition.*

(2) The housing official shall be known as the chief building official.

(3) Section 108, *Standard Housing Code. 1997 Edition,* is hereby deleted.

(Code 1965, 6-34; Ord. No. 1558, 08-21-67; Ord. No. 2885, 01-04-83; Ord. No. 2299, 12-21-76; Ord. NO. 2709, 03-24-81; Code 1991, §151.20, §151.22; Ord. No. 4100, § 2 (Ex. A), 6-16-98; Ord. No. 4124, §2, 11-17-98)

Cross reference(s)--General penalty, §10.99.

State law reference(s)--Adoption of technical codes by reference, A.C.A. §14-55-207.

Secs. 173.11.--173.99. Reserved.

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

XX AGENDA REQUEST

For the Fayetteville City Council Meeting of: May 6, 2003

FROM:

Connie Edmonston	Parks and Recreation	Operations
Name	Division	Department

ACTION REQUIRED: Ordinance amending Chapter 97, Code of Fayetteville to allow non-profit organizations to raise funds in City Parks.

SUMMARY EXPLANATION:
See attached memo

STAFF RECOMMENDATION: Approval of ordinance amending Chapter 97.

Connie Edmonston 4-14-03
Division Head Date

Received in Mayor's Office 4/15/03 P.H.
Date

4-15-03
City Attorney Date

4-14-03
Department Director Date

Cross Reference:

Previous Ord/Res#: 97.083 & 97.086

4-15-03
Finance & Internal Services Dir. Date

Orig. Contract Date: ________

Hugh Earnest 4-15-03
Chief Administrative Officer Date

Orig. Contract Number: ________

New Item: Yes No

Dan Coody 4/15/03
Mayor Date

ORDINANCE NO. _____

A ORDINANCE AMENDING CHAPTER 97, CODE OF FAYETTEVILLE TO ALLOW NON-PROFIT ORGANIZATIONS TO RAISE FUNDS IN CITY PARKS.

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

Section 1. That §97.083, Soliciting Alms, of the Code of the City of Fayetteville, Arkansas is hereby repealed and the following is inserted in its stead:

§ 97.083. Soliciting alms.

(A) No person in a park shall solicit alms or contributions for any purpose, whether public or private.

(B) Exception is made as to fundraising conducted by any non-profit organization, which has first submitted an application and received approval from the Parks and Recreation Division to host a Special Event.

Section 2. That §97.086, Vending and Peddling, of the Code of the City of Fayetteville, Arkansas is hereby repealed and the following is inserted in its stead:

§ 97.086. Vending and peddling.

(A) No person in a park shall expose or offer for sale any article or thing, nor shall he station or place any stand, cart, or vehicle for the transportation, sale or display of any such article or thing.

(B) Exception is made as to any regularly licensed concessionaire acting by and under the authority and regulation of the city, or as to any non-profit organization, which has first submitted an application and received approval from the Parks and Recreation Division to host a Special Event.

PASSED AND APPROVED this ____ day of ______________, 2003.

APPROVED:

By: ____________________
DAN COODY, Mayor

ATTEST:

By: ____________________
SONDRA SMITH, City Clerk

DRAFT

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Mayor Coody and City Council

THRU: Gary Dumas, Director of Operations

FROM: Connie Edmonston, Parks and Recreation Director C.E.

DATE: April 14, 2003

SUBJECT: Ordinance amending Chapter 97 to allow non-profit organizations to raise funds in City Parks

Background
According to our current ordinance, City Parks can not be used for charitable fund raising activities. (See attached memo from City Attorney.) City Ordinance Chapter 97.083 states that no person may solicit alms or contributions in a park for any purpose whether it is public or private. It continues in Chapter 97.086 that no person may vend or peddle items in the park.

Current Status
During the past years, there are several charitable organizations who utilize City Parks for special events such as Humane Society Dog Walk, Prevent Blindness Light the Night for Sight, Leukemia Walk, Literacy Council Kite Flying event, Law Day Special Olympics, Big Brother Big Sister funding raising event, Fayetteville Disc Association fund raiser, Lewis and Clark Frontier Challenge and Adventure Race, Ozark Volleyball Juneteenth Celebration, and Fayetteville Boys and Girls Club programs.

Recommendation
Parks and Recreation Advisory Board and Parks and Recreation Staff recommend the current ordinance be updated to allow these event to operate in our parks. These non-profit events benefit our community and promote a positive use of our public parks. (See attached minutes.) Attached is the proposed ordinance amendment.

Attachments:
City Attorney Memo
Parks and Recreation Advisory Board Meeting Minutes April 7, 2003
Proposed Ordinance Amendment

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

LEGAL DEPARTMENT

TO: Connie Edmonston, Parks and Recreation

FROM: David J. Whitaker, Assistant City Attorney DJW

DATE: February 25, 2003

RE: Use of City Parks for Fundraising

You have asked this office for advice concerning the use of City parks for fundraising activities. You state that this request was prompted by a recent spate of inquiries by charitable organizations. § 97.083 of the Fayetteville Code of Ordinances very clearly sets forth the following:

> **§ 97.083. Soliciting alms.** ***No person in a park*** shall solicit alms or contributions ***for any purpose,*** whether public or private. (Emphasis added.)

We cannot help but conclude that this language amounts to an absolute ban on the use of City parks for fundraising activities. Even though this language has been on the books since April 1968, we are aware that some of these activities may have occurred in the past. We cannot undo this. However, effective as of this date, no further charitable fundraisers are to be held on park property.

If we can be of further assistance, please do not hesitate to call.

PARKS AND RECREATION ADVISORY BOARD

Meeting Minutes
April 7, 2003

Present:
Parks and Recreation Advisory Board members Bailey, Hill, Colwell, Eads, Pawlik-Holmes, and Mauritson; City staff Edmonston, Coles, Hatfield, Nelson, Turner, Wright; and Audience.

8. **Amendment to City Ordinance Chapter 97.083 – Soli citing alms**
Colwell read a draft of an ordinance amending Chapter 97, Code of Fayetteville to allow non-profit organizations to raise funds in city parks.

MOTION:

Mr. Hill moved to amend the ordinance to authorize the Mayor or his/her designee to approve park events.

Ms. Eads seconded the motion.

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

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

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

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

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

FROM: **Kit Williams**, City Attorney

DATE: **April 15, 2003**

RE: **Proposed change in Code of Fayetteville to permit fundraising and sales in city parks by those non-profits authorized by Parks and Recreation Division**

The proposed change in the Code of Fayetteville is legal if the City Council wants to open the parks to fundraising activities for all non-profit groups. However, unfettered discretion by a government official to decide which non-profit can and cannot solicit contributions or sell items is probably unconstitutional. If the City opens its parks to some non-profits to solicit money or sell merchandise, it has probably opened them to every non-profit. Governments cannot usually discriminate between groups it likes and groups it dislikes when it makes its facilities (like parks) available for particular uses. Nor can it place unfettered discretion in the hands of a city official to decide whether to issue permits.

If the Code is changed and the Friends of Sadam (a fictional non-profit advocacy group) wants to sell their "Death of America" banners and T-shirts in our city parks, we probably could not refuse their application.

Of course, the vast majority of non-profits who would use our parks for fundraising will be the desirable groups mentioned in the Parks memo. To facilitate and legalize these groups' fundraising, we would also be opening our parks to some groups that would not be politically correct or appreciated by most citizens. Whether to allow fundraising and merchandise sales in city parks for all non-profits is the City Council's decision.

STAFF REVIEW FORM

Banc of America Lease Amendment 65 C. 10. Page 1

Resid Lease Agreement Amendment 65

XX AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council Meeting of: ~~April 15, 2003~~ May 6, 2003 Des

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. An Ordinance 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	4-1-03	
Finance & Internal Services Dir.	Date	
Hugh Earnest	4-1-03	
Chief Administrative Officer	Date	
Dan Coody	4/1/03	
Mayor	Date	

Cross Reference

New Item: Yes No

Previous Ord/Res#: ___

Orig. Contract Date ___

Orig. Contract Number ___

Banc of America Lease
Amendment 65
C. 10. 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

KUTAK ROCK LLP
DRAFT 4/16/03

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT HAVING A NOMINAL PRINCIPAL AMOUNT OF NOT TO EXCEED $5,000,000 FOR THE PURPOSE OF FINANCING THE COST OF ACQUIRING CERTAIN SOLID WASTE VEHICLES, CARTS AND OTHER EQUIPMENT; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City Council of the City of Fayetteville, Arkansas (the "City") has determined that there is a great need for a mechanism to finance the costs of acquisition of certain solid waste vehicles, carts and related equipment to benefit the residents of the City (the "Improvements"); and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution of the State of Arkansas ("Amendment 65") and the Local Government Capital Improvement Revenue Bond Act of 1985, codified as Arkansas Code Annotated (1998 Repl.) Sections 14-164-401 *et seq.* (as from time to time amended, the "Act"), to enter into certain short-term lease/purchase arrangements to finance the costs of various capital improvements such as those comprising the Improvements, which lease obligations shall constitute special obligations of the City under Amendment 65 and the Act; and

WHEREAS, the City has made arrangements for the entry into a Master Equipment Lease/Purchase Agreement (the "Lease/Purchase Agreement") with Banc of America Leasing & Capital, LLC, a Delaware limited liability company (the "Lessor"), 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, including particularly Amendment 65 and the Act, and in order to finance the acquisition of the Improvements, 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 the Lessor. The Lease/Purchase Agreement is hereby approved in substantially the form submitted to this meeting. The Mayor is hereby authorized to confer with the Lessor 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.

(Advice is given that a copy of the Lease/Purchase Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 2. The nominal principal amount of the Lease/Purchase Agreement may not exceed $5,000,000 in the aggregate 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 65.

Section 3. It is affirmed that, pursuant to Amendment 65 and the Act, the payment obligations of the City under the Lease/Purchase Agreement shall not constitute general obligations of the City, but shall be special obligations, secured by and payable from the receipts of the City's solid waste fees and charges. The payment obligations shall additionally be secured by a security interest in the Improvements as provided in the Lease/Purchase Agreement.

Section 4. 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 5. 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 6. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

ADOPTED AND APPROVED THIS _____ DAY OF MAY, 2003.

APPROVED:

____
Mayor

ATTEST:

____
City Clerk

(S E A L)

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

Banc of America Lease
Amendment 65
C. 10. Page 5

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.

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.

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: [signature]

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
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	
		==========	==========	==========	

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	

Bes-Pac Waste Equip.
C. 11. Page 1

STAFF REVIEW FORM - FINANCIAL OBLIGATION

xx AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council Meeting of: May 6th, 2003

FROM:

Travis Dotson	Solid Waste and Recycling	General Services
Name	Division	Department

ACTION REQUIRED: Approval of resolution authorizing purchase up to $200,000 for compactors and drop boxes of various sizes from Bes-Pac Waste Equipment, for the Solid Waste and Recyling Division lease/purchase program. The purchases will be made on a competive or "AS NEEDED" basis.

COST TO CITY:

$200,000.00	$ -	Large Commercial Expansion
Cost of this request	Category/Project Budget	Program Category / Project Name
5500.0800.00	$ -	
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 — Date: 4-17-03

Inventory Item

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager	Date: 4/17/03	Internal Auditor	Date: 4/17/03
City Attorney	Date: 4/17/03	Purchasing Manager	Date: 4/17/03

STAFF RECOMMENDATION:

Division Head — Date

Department Director — Date: 4-17-03

Finance & Internal Services Dir. — Date: 4-17-03

Chief Administrative Officer — Date: 4-21-03

Mayor — Date

Received in Mayor's Office 4/17/03 P.H
Date

Cross Reference:

Previous Ord/Res#: ___

Orig. Contract Date: ___

Orig. Contract Number: ___

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

Staff Review Form - Page 2

Description **Temporary and Large Commercial Expansion** Meeting Date **May 6th, 2003**

Comments:	Reference Comments:
Budget Manager	
This is an inventory item. As compactors are distributed and are placed in an expense account. A budget adjustment	will be prepared to recognize the additional revenue.
Accounting Manager	
City Attorney	
Purchasing Manager	
ADA Coordinator	
Internal Auditor	
Grants Coordinator	

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #03-05 TO BES-PAC WASTE EQUIPMENT IN THE AMOUNT OF TWO HUNDRED THOUSAND DOLLARS ($200,000.00) FOR THE PURCHASE OF NEW COMMERCIAL COMPACTORS AND DROP BOXES ON AN AS NEEDED BASIS.

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 awards Bid #03-05 to Bes-Pac Waste Equipment in the amount of Two Hundred Thousand Dollars ($200,000.00) for the purchase of new commercial compactors and drop boxes on an as needed basis.

PASSED and **APPROVED** this 6th day of May, 2003.

APPROVED:

By: ______________________
DAN COODY, Mayor

ATTEST:

By: ______________________
SONDRA SMITH, City Clerk

DRAFT

TEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Gary Dumas

From: Travis Dotson

CC: Carrol Hill

Date: Wednesday, April 09, 2003

Subject: Awarding Annual Bid for Compactors and Roll-off Containers for Solid Waste/Recycling Division – Bid #03-05

Background:

The Solid Waste/Recycling Division has had an annual contract for Compactors and Drop-Box containers, this contract has expired. The compactor containers are used in businesses that produce large volumes of trash or cardboard that cannot be picked up conventionally. The drop boxes are frequently used for temporary services, which include ward clean-ups, regular household clean-ups, and construction and demolition removal for construction sites.

The contract will be for a period of one year and will allow the purchase of numerous compactors and drop-boxes of various sizes. Purchases will be made on an "as needed" basis. This will allow expansion into this market sector as demand dictates.

The bid tab is attached. The low bid for the compactors and drop-box containers is Bes-Pac Waste Equipment from Easley, South Carolina.

Current Conditions:

The Solid Waste and Recycling Division currently utilize 62 drop box containers of various sizes for temporary construction/demolition accounts. The division has also purchased and installed five permanent compactor/receiver boxes to accommodate businesses with large volumes of trash. Last year the division pulled temporary drop boxes over 900 times. The division also serviced 10 permanent compactor accounts on a monthly basis, and billed over $120,000 in fees last year. In order for the division to compete in the large commercial market, we must be able to purchase containers on demand of potential customers, and grow the temporary drop box business. The $200,000 the Solid Waste and Recycling Division is requesting will be used in the division's container purchase/lease program, and will be used to generate additional revenue.

Recommendations:

Approve resolution authorizing purchase agreement, purchases to be made on an as necessary basis. The term of the purchase agreement is for one year.

BID: 03-05
DATE: 2/3/03
TIME: 2:00 P.M.
CITY OF FAYETTEVILLE

Solid Waste Containers

Item #	TOTAL BID: Arkansas Power Steering and Hydraulics Inc.	Bes-Pac Inc.	Gregory Manufacturing Inc.	J.V. Manufacturing Inc.	RJM Waste Equipment Co.	Wastequip
1	$2,135	$1,947	$2,177	No Bid	$2,140	$2,147
2	$2,291	$2,195	$2,451	No Bid	$2,330	$2,339
3	$2,760	$2,349	$2,847	No Bid	$2,640	$2,647
4	$2,239	$1,760	$2,205	No Bid	$2,190	$2,244
5	$2,447	$1,964	$2,642	No Bid	$2,440	$2,344
6	$2,916	$2,200	$2,800	No Bid	$2,800	$2,847
7	No Bid	$2,645	$3,450	No Bid	No Bid	$4,779
8	$4,040	$2,750	$3,900	No Bid	No Bid	$5,287
9	$4,114	$3,300	$3,900	No Bid	No Bid	$5,682
10	$4,206	$3,645	$4,700	No Bid	$4,560	No Bid
11	$4,206	$3,850	$4,700	$5,991	$4,709	$5,857
12	No Bid	$2,548	$3,600	$4,153	No Bid	$3,529
13	$4,195	$3,060	$3,700	$4,360	No Bid	$3,717
14	$4,107	$3,100	$3,800	No Bid	$3,540	$3,804
15	$4,107	$3,550	$4,000	$4,748	$3,880	$3,997
16	$5,104	$3,961	$4,070	No Bid	$4,285	No Bid

CERTIFIED BY: P Vice
P. VICE PURCH MGR

K W [illegible]
WITNESS

2/03/03
DATE

BID: 03-05
DATE: 2/3/03
TIME: 2:00 P.M.
CITY OF FAYETTEVILLE

Solid Waste Containers

Item #	Bidders: Arkansas Power Steering and Hydraulics Inc.	Bes-Pac Inc.	Gregory Manufacturing Inc.	J.V. Manufacturing Inc.	RJM Waste Equipment Co.	Wastequip	
17	$8,715	$6,550	No Bid	$9,732	No Bid	No Bid	
18	$8,715	$6,890	No Bid	$9,952	No Bid	$10,242	17 cy
19	$8,715	$7,075	No Bid	$10,340	$10,245	$10,273	
20	$8,939	$7,290	No Bid	$10,885	$10,275	$10,310	25 cy
21	$9,162	$8,100	No Bid	$11,476	$10,300	$10,385	
22	$9,387	$8,520	No Bid	$12,055	$10,000	$10,545	
23	$10,490	$9,300	No Bid	$12,516	No Bid	$12,575	39 cy
24	$11,239	$9,810	No Bid	No Bid	No Bid	No Bid	
25	$5,052	$5,110	No Bid	$7,054	$5,830	$6,435	
26	$8,942	$6,325	No Bid	$9,578	$7,502	$8,190	
27	$9,715	$6,800	No Bid	$10,125	$8,387	$9,062	
28	$11,084	$9,690	No Bid	$16,642	$12,563	$10,560	
29	No Bid	$5,000	No Bid	No Bid	No Bid	No Bid	
30	No Bid	$4,510	No Bid	$6,553	No Bid	$6,139	Vertical
31	No Bid	$5,100	No Bid	$6,623	No Bid	$6,215	Vertical
32	No Bid	$5,515	No Bid	$7,061	No Bid	$6,615	Vertical

Add $1000 per truckload for freight.

No hoppers included on stationary and SC Models

CERTIFIED BY: P Vice
P. VICE PURCH MGR

R Williams
WITNESS

2/3/03
DATE

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Gary Dumas

From: Travis Dotson

CC: Carrol Hill

Date: Wednesday, April 09, 2003

Subject: Awarding Annual Bid for Compactors and Roll-off Containers for Solid Waste/Recycling Division – Bid #03-05

Background:

The Solid Waste/Recycling Division has had an annual contract for Compactors and Drop-Box containers, this contract has expired. The compactor containers are used in businesses that produce large volumes of trash or cardboard that cannot be picked up conventionally. The drop boxes are frequently used for temporary services, which include ward clean-ups, regular household clean-ups, and construction and demolition removal for construction sites.

The contract will be for a period of one year and will allow the purchase of numerous compactors and drop-boxes of various sizes. Purchases will be made on an "as needed" basis. This will allow expansion into this market sector as demand dictates.

The bid tab is attached. The low bid for the compactors and drop-box containers is Bes-Pac Waste Equipment from Easley, South Carolina.

Recommendations:

Approve resolution authorizing purchase agreement, purchases to be made on an as necessary basis. The term of the purchase agreement is for one year.

ORDINANCE NO.________

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A COST-SHARE AGREEMENT WITH DIXIE DEVELOPMENT, INC. IN AN AMOUNT NOT TO EXCEED $54,600.00 FOR THE WIDENING OF APPROXIMATELY 1,950 LINEAR FEET OF THE PROPOSED BOB YOUNKIN DRIVE FROM 28 FEET TO 36 FEET.

WHEREAS, the Fayetteville Planning Commission has approved the Preliminary Plat for Dixie Development, Inc.'s proposed commercial subdivision with the recommendation for a cost share agreement to widen approximately 1,950 linear feet of the proposed Bob Younkin Drive from 28 feet to 36 feet, and;

WHEREAS, entering into a cost-share agreement with Dixie Development, Inc. and utilizing their engineer and contractor will avoid the added cost and unnecessary duplication of effort which would arise from the formal competitive bidding process, and;

WHEREAS, the City Council finds that such circumstances constitute an exceptional situation where 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 formal competitive bidding and approves a cost-share agreement with Dixie Development, Inc. in an amount not to exceed $54,600.00 for the widening of approximately 1,950 linear feet of the proposed Bob Younkin Drive from 28 feet to 36 feet.

PASSED AND APPROVED this 6th day of May, 2003.

APPROVED:

By:________________________
DAN COODY, Mayor

ATTEST:

By:________________________
SONDRA SMITH, City Clerk

DRAFT

Dixie Development
C. 12. Page 2

STAFF REVIEW FORM - FINANCIAL OBLIGATION

x AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council Meeting of: May 6, 2003

FROM:

Name	Division	Department
Matt Casey	Engieering	Community Planning and Engineering

ACTION REQUIRED: Approval of an ordinance authorizing a cost-share and bid waiver in the amount of $54,600.00 with Dixie Deveolpment, Inc. for the widening of the proposed Bob Younkin Drive from 28' to 36' wide.

COST TO CITY:

$54,600.00	$ 350,581.00	Street ROW / Intersection/ Cost Sharing
Cost of this request	Category/Project Budget	Program Category / Project Name
4470.9470.5809.00	$ 55,095.00	Street Improvements
Account Number	Funds Used to Date	Program / Project Category Name
02116	$ 295,486.00	Sales Tax Capital Improvements
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

Budget Manager — Date: 4-17-03

CONTRACT/GRANT/LEASE REVIEW:

Marsha Farthing — Accounting Manager — Date: 4/21/03
Nancy Smith — Internal Auditor — Date: 4/18/03
City Attorney — Date: 4/21/03
Purchasing Manager — PR — Date: 4/22/03

STAFF RECOMMENDATION: Staff recommends approval of the ordinance for the cost share and bid waiver.

Division Head — Date: 4-17-03
Received in Mayor's Office — Date: 4/22/03 PH

Department Director — Date: 4-17-03
Finance & Internal Services Dir. — Date: 4-23-03
Hugh Earnest — Chief Administrative Officer — Date: 4-23-03
Mayor — Date:

Cross Reference:

Previous Ord/Res#:
Orig. Contract Date:
Orig. Contract Number:
New Item: Yes No

FAYETTEVILLE

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

TO:	**Mayor Dan Coody**
	Fayetteville City Council
THRU:	**Tim Conklin, Director CPE** TC
	Gary Coover, City Engineer GRC
FROM:	**Matt Casey, Staff Engineer** MC
DATE:	**April 15, 2003**

Proposed Cost Share in the amount of $54,600.00 with Dixie Development, Inc. for the widening of approximately 1950 LF of street from 28' to 36' wide between Drake Street and Appleby Road.

BACKGROUND:

This proposed subdivision is located between Drake Street and Appleby Road. As a part of this development, the developer will be constructing streets, sidewalks and storm drainage for a commercial subdivision.

CURRENT STATUS:

On February 10, 2003, the Planning Commission approved this preliminary plat with a recommendation for a cost share to widen the street from 28' to 36'. On April 10, 2003, the City Council Street Committee made a recommendation to approve the proposed cost share. The developer is waiting for the approval of this cost-share before proceeding with construction.

RECOMMENDATION:

Staff recommends approval of the cost-share with Dixie Development, Inc. to widen approximately 1950' of street from 28' to 36' in width. Construction estimates have been provided to the City for these improvements by Dixie Development, Inc.'s engineer as follows:

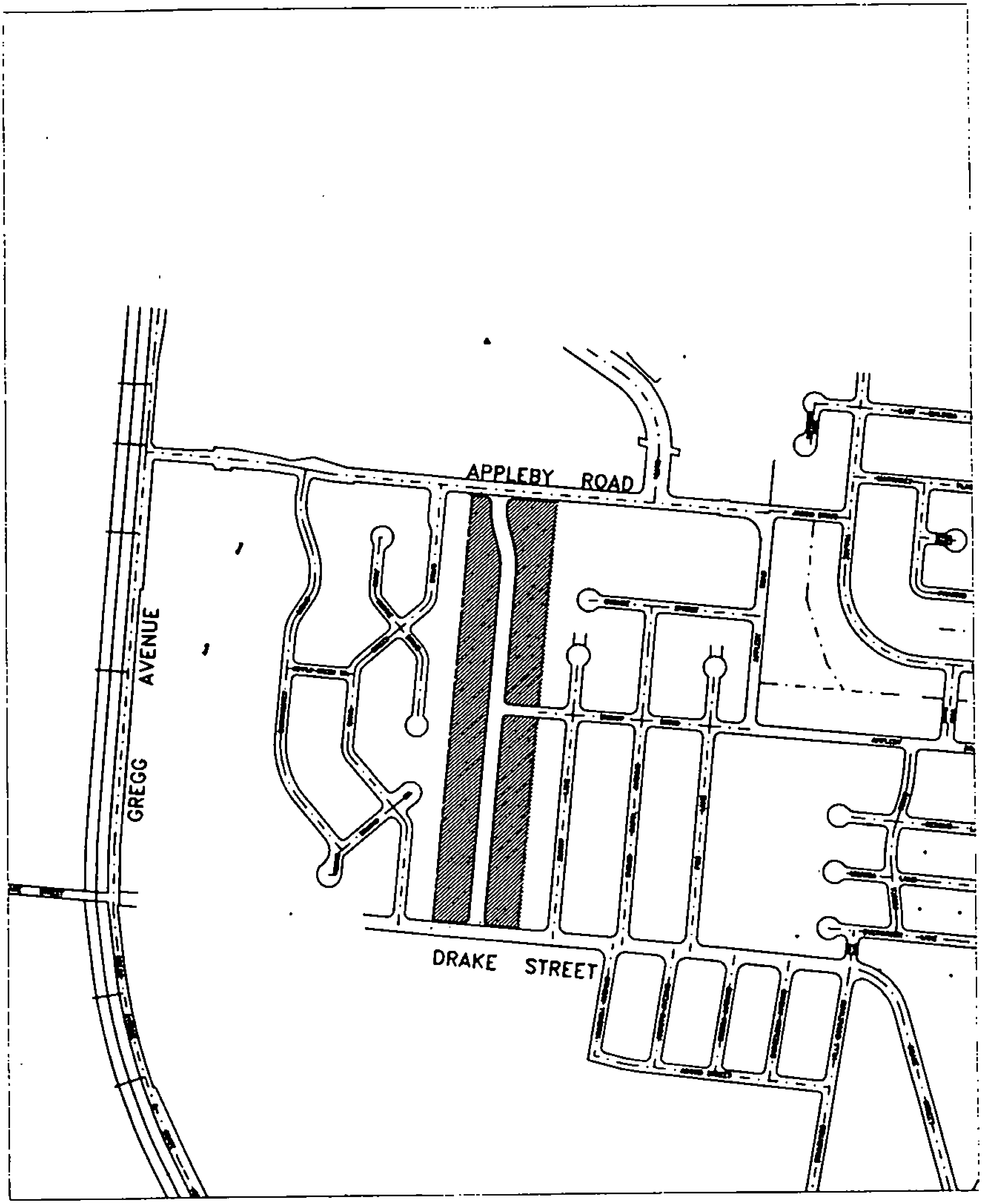
City	$ 54,600.00
Dixie Development, Inc.	$ 284,700.00
Total	$ 339,300.00

Based upon the information provided by the Budget & Research Division, there is a remaining balance of $295,486.00 in the Street ROW/Intersection/Cost Sharing Account.

The final costs to the City will be based upon actual costs as documented by Dixie Development, Inc. subject to review by the City and may not exceed the submitted bid amount without additional approval from the City Council.

Enclosures:

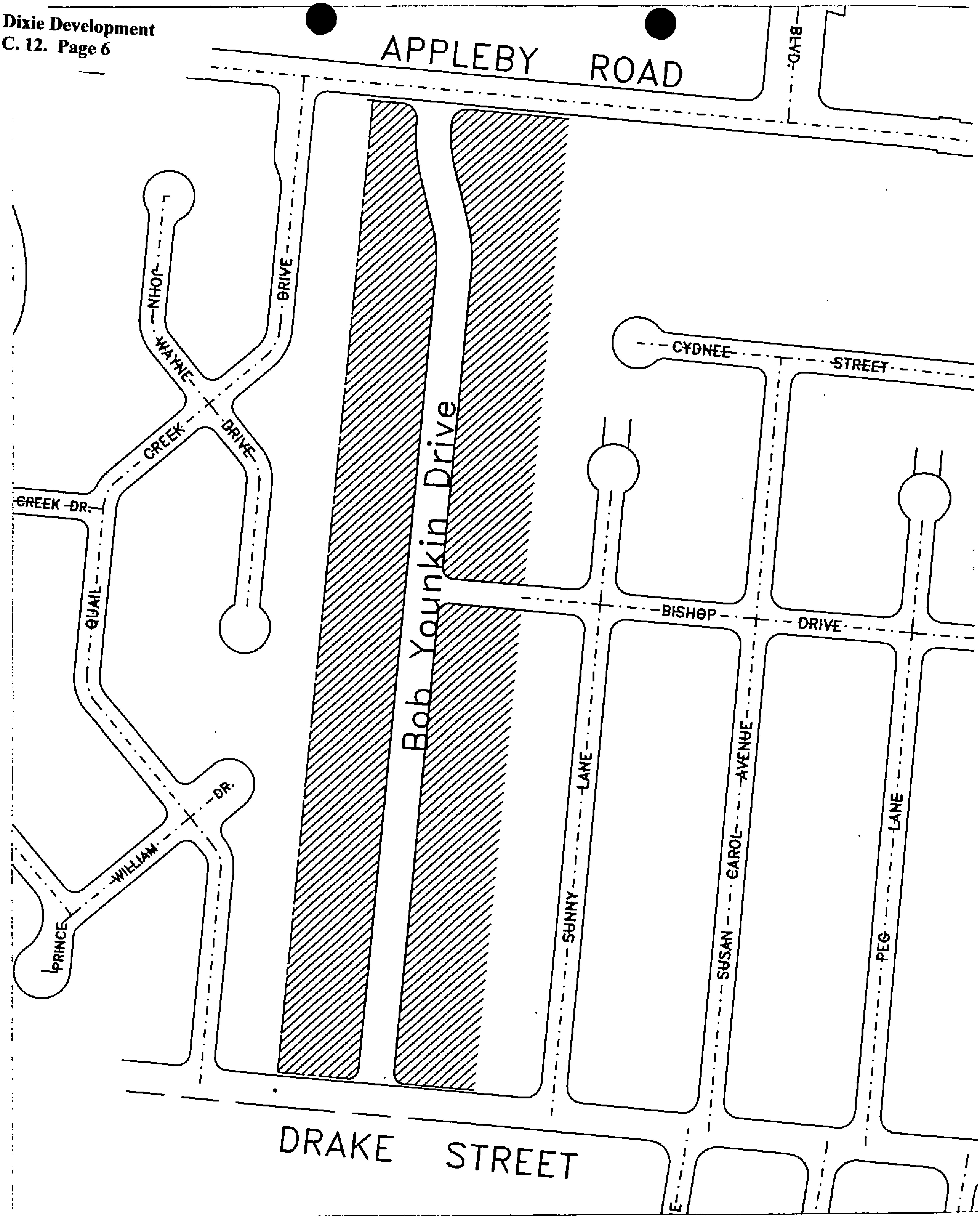
Staff Review Form
Vicinity Map
Construction Drawing
Cost-Share Agreement
Purchase Requisition
Vendor Request Form



Clark Consulting
3715 Business Drive # 202 Fayetteville, AR 479 444-8171

Appleby Landing
Fayetteville, Arkansas

FIGURE NO.	
PROJECT NO.	
DATE:	3/18/02
PREPARED BY:	JSC



Clark Consulting
3715 Business Drive # 202 Fayetteville, AR 479 444-8171

Appleby Landing
Fayetteville, Arkansas

FIGURE NO.	
PROJECT NO.	
DATE:	3/18/02
PREPARED BY:	JSC

CONTRACTUAL AGREEMENT

This Agreement, made and entered into this ____________________, by and between the City of Fayetteville, Arkansas and Dixie Development, Inc., Witnesseth:

WHEREAS, Dixie Development, Inc., will hire a contractor to construct Appleby Landing Subdivision; and

WHEREAS, The developer will construct a 28' wide street from Drake Street to Appleby Road to provide access for the development; and

WHEREAS, It is projected that this new street will carry a large volume of cut-through traffic from Drake Street to Appleby; and

WHEREAS, it would benefit the City of Fayetteville to widen this to a 36' wide street with a center turn lane; and

NOW, THEREFORE, the City of Fayetteville and Dixie Development, Inc., agree as follows:

1. Upon the City Council approving the Street Cost-Share, the City of Fayetteville agrees to:

   A. Pay for 100% of the actual documented construction costs for the additional 8 feet of street width for approximately 1950 L.F. as shown on the plans prepared by the Clark Consulting for Dixie Development, Inc.

   B. Pay a maximum-not-to-exceed cost of $54,600.00 for the afore mentioned street construction as was provided by Clark Consulting for Dixie Development, Inc., and made a part of this agreement.

   C. Reconsider the costs if the future and actual construction & inspection prices exceed the maximum-not-to-exceed amount that was furnished by Clark Consulting for Dixie Development, Inc., The contractual agreement shall be required to be reevaluated and re-approved by the Mayor and/or City Council as appropriate prior to proceeding with construction.

   D. Make all efforts to provide payment to Dixie Development, Inc., within thirty (30) days after receipt of the invoice(s) but cannot guarantee the thirty day schedule.

TAX ID#
71-0811803

2. Dixie Development, Inc., agrees to:

   A. Provide the necessary and normal project management, inspection, and testing as necessary for a complete and acceptable street and storm drain installation.

   B. Provide a copy of the invoice(s) from the Contractor and a completed lien waiver executed by the Contractor upon acceptance of the street, storm drain and sidewalk construction.

   C. Not to proceed with the proposed construction unless/until the proposed contractual agreement is approved by the City Council and signed by the Mayor.

3. It is further understood that the contract for construction is between Dixie Development, Inc., and his Contractor & Engineer and that the City has no contractual obligation with either the Contractor or the Engineer. The City's only obligation shall be to participate in a contractual agreement with a not-to-exceed amount of $54,600.00 for the additional street width.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

CITY OF FAYETTEVILLE	Dixie Development, Inc.
By:____________________ DAN COODY, Mayor	By:____________________

ATTEST:

By:____________________
City Clerk

Dixie Development
C. 12. Page 9

REQUEST FOR VENDOR FILE MAINTENA

(CHECK ALL AVAILABLE RESOURCES, VENDOR LIST, ACCESS SYSTEM PRIOR TO SUBMISSION OF THIS REQUEST)

DATE OF REQUEST: 4-16-03 REQUESTED BY: Mary Alice Berry

DEPT/DIVISION: Community Planning/Engineering EFFECTIVE DATE: ASAP

TELEPHONE EXTENSION: 206

NEW VENDOR: X VENDOR CHANGE: ______ VENDOR RE-ENTRY: ______

VENDOR #: ______ VENDOR #: ______

VENDOR NAME: DIXIE DEVELOPMENT & MANAGEMENT

STREET OR P.O. BOX: 3715 N. BUSINESS DRIVE Suite 201

CITY: FAYETTEVILLE STATE: AR ZIP CODE: 72703

ATTN: PAM JONES PHONE: 251-0707

REMITTANCE ADDRESS IF DIFFERENCE FROM ABOVE:

NAME: ______

ADDRESS: ______

CITY, ST, ZIP: ______

FEDERAL ID NUMBER: 71-0811803
OR
SOCIAL SECURITY NUMBER: ______

TYPE OF ORGANIZATION

CORPORATION	(100):	X
PARTNERSHIP	(200):	
INDIVIDUAL	(300):	
EMPLOYEE	(400):	
PENSION	(500):	
RECIPIENT	(600):	
NON-PROFIT	(700):	

PURCHASING OFFICE USE ONLY

NEW VENDOR: ______ ENTERED BY: ______

VENDOR CHANGES: ______ DATE: ______

VENDOR RE-ENTRY: ______ G. L. FILE: ______

W-9 FORM MAILED: ______ INVENTORY FILE: ______

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.:

Date: 4-16-03

P.O. Number:

Expected Delivery Date: ASAP

Vendor #: NEW

Vendor Name: DIXIE DEVELOPMENT & MANAGEMENT

Mail: Yes ___ No X

Address: /N. 3715 BUSINESS DRIVE SUITE 201

FOB Point:

Taxable: Yes ___ No ___

City: FAYETTEVILLE

State: AR

Zip: 72703

Ship To Code: 090

Division Head Approval:

Requester: MATT CASEY

*Requester's Employee#: 2119

Extension: 429

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
1	Cost-Share for widening of proposed Bob Younkin Drive from 28' to 36' for Appleby Landing (formerly Regional Professional Park)				$54,600	4470-9470-5809.00	02116-20		

SHIPPING/HANDLING

Special Instructions: PLEASE RETURN PURCHASE ORDER TO ENGINEERING

Subtotal:

Tax:

TOTAL: $54,600.00

(the purchasing office use only)

Approvals:

Mayor: ___

Admin. Services Director: ___

Department Director: ___

Budget Coordinator: ___

Purchasing Manager: ___

Data Processing Mgr: ___

Clark Consulting

CIVIL / ENVIRONMENTAL ENGINEERING

J. STEVE CLARK, P.E.

RECEIVED
MAR 1 3 2003
Eng.

March 12, 2003

Mr. Tim Conklin, Director of Planning
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Re: Appleby Landing - PPL 03-4.00 (formerly Regional Professional Park)
Fayetteville, Arkansas

Dear Mr. Conklin:

Please accept this letter as our formal request for City participation in the cost of constructing Bob Younkin Drive within the referenced subdivision. As you will recall, during the rezoning the City requested that the developer agree to dedicate sufficient right-of-way to allow the construction of a collector street. At that time the developer agreed to dedicate the right-of-way. However, he did not agree to construct the additional width street unless the traffic counts for this development justified the extra pavement width.

During preliminary plat review, City staff recommended that a collector street be constructed based on anticipated total traffic counts. However, since the traffic numbers for this development alone do not justify the collector standard street, the Planning Commission could not require the developer to construct the collector width street at his expense. The Planning Commission recommended the City participate in the cost of constructing Bob Younkin Drive.

Using the attached cost estimate, the City's participation would be $ 54,600.00. This is the difference in cost of a 28 foot wide street versus a 36 foot wide collector street. The estimate is based on the City's paving section and current bid pricing for similar projects.

If I can answer any questions or if you need additional information, call me at 444-8171.

Sincerely,
Clark Consulting

Steve Clark

J. Steve Clark, P.E.

RECEIVED
MAR 1 3 2003
PLANNING DIV.

cc: Mr. Matt Casey, P.E.

3715 N. Business Drive, Suite 202 • Fayetteville, Arkansas 72703 • (479) 444-8171 • Fax: (479) 251-0714

Cost Estimate for Bob Younkin Drive
Appleby Landings Subdivision
March 12, 2003

1950 LF	36' Street (2"-3"-6")	@ $ 174.00/LF	$ 339,300.00
1950 LF	28' Street (2"-3"-6")	@ $ 146.00/ LF	284,700.00

Difference in cost of 36' wide street vs. 28' wide street is $ 54,600.00

Cost Estimate for Improvements at
Appleby Landings Subdivision
March 12, 2003
Page 1/1

36' Street - 1950 LF

3900 LF	Concrete Curb and Gutter	@ $8.00/ LF	$ 31,200.00
6933 SY	2" HMAC Surface	@$6.05/ SY	42,945.00
6933 SY	3" HMAC Binder	@$9.00/ SY	62,397.00
8233 SY	6" Class 7 Base	@$4.95/ SY	40,753.00
9100 CY	Excavation	@$3.50/ CY	31,850.00
5778 CY	2' Compacted Hillside	@$9.00/ CY	52,002.00
		Subtotal 36' Street	$ 261,147.00
		10 % Engineering	26,115.00
		20% Contingency	52,230.00
		Total 36' Street	$ 339,492.00

Price per Linear Foot = $174

28' Street - 1950 LF

3900 LF	Concrete Curb and Gutter	@ $8.00/ LF	$ 31,200.00
5200 SY	2" HMAC Surface	@$6.05/ SY	$ 31,460.00
5200 SY	3" HMAC Binder	@$9.00/ SY	46,800.00
6500 SY	6" Class 7 Base	@$4.95/ SY	32,175.00
7367 CY	Excavation	@$3.50/ CY	25,784.00
4622 CY	2' Compacted Hillside	@$9.00/ CY	41,598.00
		Subtotal 28' Street	$ 219,017.00
		10 % Engineering	21,900.00
		20% Contingency	43,800.00
		Total 28' Street	$ 284,717.00

Price per Linear Foot = $146.00

STAFF REVIEW FORM - FINANCIAL OBLIGATION

Hiring Maintenance Workers II's
C. 13. Page 1

X AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council Meeting of: May 6, 2003

FROM:

Terry Gulley	Transportation	Operations
Name	Division	Department

ACTION REQUIRED: Approval of 5 additional Maintenance Worker II (temporary) full time employees for summer workers in the Transportation Division.

COST TO CITY:

$98,800.00	$ 1,476,872.00	In-House Pavement Improvements
Cost of this request	Category/Project Budget	Program Category / Project Name
4470.9470.5809.00	$ 149,483.00	Street Improvements
Account Number	Funds Used to Date	Program / Project Category Name
02052.1	$ 1,327,389.00	Sales Tax Construction
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item ____ Budget Adjustment Attached

Budget Manager — Date: 4-22-03

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager — Date: 4/22/03
Internal Auditor — Date: 4/22/03
City Attorney — Date: 4/22/03
Purchasing Manager — Date: 4/22/03

STAFF RECOMMENDATION:

Division Head — Date: 4-21-03
Department Director — Date: 4-21-03
Finance & Internal Services Dir. — Date: 4-22-03
Chief Administrative Officer — Date: 4-23-03
Mayor — Date:

Received in Mayor's Office — Date: 4/22/03 P.H.

Cross Reference:

Previous Ord/Res#: ____
Orig. Contract Date: ____
Orig. Contract Number: ____
New Item: Yes No

RESOLUTION NO. ______

A RESOLUTION AUTHORIZING THE TRANSPORTATION DIVISION TO HIRE FIVE (5) ADDITIONAL FULL-TIME TEMPORARY EMPLOYEES (MAINTENANCE WORKER II).

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

<u>Section 1</u>. That the City Council of the City of Fayetteville, Arkansas, hereby authorizes the Transportation Division to hire five (5) additional full-time temporary employees (Maintenance Worker II).

PASSED and **APPROVED** this 6th day of May, 2003.

APPROVED:

____
DAN COODY, Mayor

ATTEST:

By: ____________________________
SONDRA SMITH, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Mayor and City Council

FROM: Gary Dumas, Director of Operations
Terry Gulley, Transportation Manager

DATE: April 24, 2003

SUBJECT: **Request for additional Temporary Workers**

Background

The Transportation Division requests the addition of 5 temporary maintenance workers to assist with the various responsibilities currently in progress. Since the restructuring of the Street, Sidewalk and Traffic Divisions into the Transportation Division, it has been the direction of our staff to structure existing employees into the most efficient alignment of personnel. To produce the needed outcome current FTE was used to place fulltime staff with the sidewalk construction crews. These employees now provide long term staff for the increased demand being placed on these crews. The employees within this program can now be trained to provide adequate supervision and leadership to field crews and temporary workers.

Discussion

As we continue to look for methods to increase efficiency, the demands for additional summertime help continues to abound within the street overlay, sidewalk, drainage, and right of way programs. Therefore we bring before you for discussion our need for additional temporary summer workers. There continues to be a serious need for additional work to be done within each of the Division programs. All programs within the Transportation Division has set goals to exceed previous output in prior years while also initiating new programs such as litter control. The Transportation Division currently has approved funding that will be used for this purpose within the Street Capital Improvement Program through the in-house overlay program. This will allow us to provide increased capital improvements and additional services to the citizens.

Recommendations

Approve the request for additional temporary workers for the Transportation Division, thus allowing the continuation of new and improved services being provided to our citizens.

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

STAFF REVIEW FORM

X AGENDA REQUEST
__ CONTRACT REVIEW
__ GRANT REVIEW

Ozark Regional Transit
C.14 Page 1

For the Fayetteville City Council Meeting of: May 6th

FROM:

Name	Division	Department
Hugh Earnest		Chief Administrative Officer

A resolution appropriating $61,000 from Street Fund Balance for support of system enhancement and repair for the fleet operated by Ozark regional Transit. Approval of a budget adjustment establishing the appropriation is also requested.

COST TO CITY:

$61,000.00	$43,436	Transfer to ORT
Cost of this request		Program Category / Project Name
2100-4100-5723.00	$38,319	
Account Number	Funds Used to Date	Program / Project Category Name
	$ 5,117	Street
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: __ Budgeted Item x Budget Adjustment Attached

Budget Manager — Date 4-17-03

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager	Date 4/22/03	Internal Auditor	Date 4/18/03
City Attorney	Date 4/21/03	Purchasing Manager	Date 4/22/03

STAFF RECOMMENDATION: Approval of request.

Division Head — Date

Department Director — Date

Finance & Internal Services Dir. — Date 4-22-03

Chief Administrative Officer — Date 4-17-03

Mayor — Date 4/23/03

Cross Reference

Rec'd in Mayor's Office 4/22/03 pH

New Item: Yes No

Previous Ord/Res#:

Orig. Contract Date

Orig. Contract Number

Ozark Regional Transit
C.14 Page 2

Staff Review Form - Page 2

Description ______________________ Meeting Date __________

Comments:

Reference Comments:

Budget Manager

Accounting Manager

Can we obtain copies of the approval letters for the federal grants, for review and keep on file.

Yes

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

RESOLUTION NO. ______

A RESOLUTION APPROVING THE TRANSFER OF FUNDS IN THE AMOUNT OF SIXTY ONE THOUSAND DOLLARS ($61,000.00) TO THE OZARK REGIONAL TRANSIT AUTHORITY FOR THE PURPOSE OF ENHANCEMENT AND REPAIR OF THE PUBLIC TRANSIT FLEET; AND APPROVING A BUDGET ADJUSTMENT IN THAT AMOUNT 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 transfer of funds in the amount of Sixty One Thousand DollarS ($61,000.00) to the Ozark Regional Transit Authority for the purpose of enhancement and repair of the public transit fleet.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a Budget Adjustment in the above amount for same.

PASSED and APPROVED this 6th day of May, 2003.

APPROVED:

____
DAN COODY, Mayor

ATTEST:

By: ______________________________
SONDRA SMITH, City Clerk

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

P.O. Number:

Expected Delivery Date:

Vendor #: 11043

Vendor Name: OZARK REGIONAL TRANSIT

Mail: Yes No

Address:

FOB Point:

Taxable: Yes No

City:

State:

Zip:

Ship To Code:

Division Head Approval:

Requester: Hugh Earnest

*Requester's Employee#: 1948

Extension: 330

Item	Description:	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
1	SYSTEM ENHANCEMENTS & REPAIRS				61,000	2100 4100 5723 00			
	FOR OZARK REGIONAL TRANSIT								
	FLEET								
	SHIPPING/HANDLING								

Special Instructions:

Subtotal: 61,000

Tax: N/A

TOTAL: 61,000

Approvals:

Mayor:

Admin. Services Director:

(for purchasing office use only)

Department Director:

Budget Coordinator:

Purchasing Manager:

Data Processing Mgr:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

Date: April 17, 2003

To: The Mayor and City Council

From: Hugh Earnest
CAO

Subject: Additional Funding for Ozark Regional Transit

Background
In 2001 the City Council transferred all of our assets relative to the operation of our "Trolley" system to Ozark Regional Transit. Since that time, the system, which is managed under a contract with First Transit, has achieved some success in putting in place a very basic fixed route system in Fayetteville with a route now serving the Jones Center in Springdale. The individual assigned to this contract by First Transit is a Mr. Phillip Pumphrey. The Regional Transit Authority that hired First Transit is very pleased with the excellent job done by Mr. Pumphrey in managing a regional system with limited resources available for the operation.

Current Situation
While the system has limited resources available to it given the lack of a dedicated funding source for its use, there are one time opportunities that are available within federal funding allocations that can be accessed through local match. The city took advantage of just such an opportunity in 2002 when the Council appropriated $70,000 in cash, and $27,500 in in-kind match of equipment to match a Federal Access to Work program. Our monies allowed the system to secure a $200,000 grant which has been used to support a route up the Highway 71 corridor.

Over the past several months, Mr. Pumphrey and I have been discussing several options for securing some much needed funds for improving the fleet that they operate. We have jointly identified several areas within either equipment replacement or repair where federal funds could be used with a match of 20% local funds. They are as follows.

	Project	Total Cost	Fed Cost (80%)	Local Match
6	Cutaway buses	$144,000	$115,200	$28,800
1	Shop Truck	$36,000	$28,800	$7,200
6	Gillig Restoration	$75,000	$60,000	$15,000
4	Repair of Trolleys	$50,000	$40,000	$10,000
Totals		**$305,000**	**$244,000**	**$61,000**

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

I have attached a memo from Mr. Pumphrey detailing the rationale behind these requests. I have also asked Mr. Pumphrey to attend the Agenda setting meeting on April 29th to answer any questions relative to this request. I have also asked him to present a short report on ridership and usage over the past year.

Recommendation

We are recommending that the Council appropriate $61,000 from the Street Fund balance for use as match. The return to investment from the City and system standpoint is advantageous and is in our best interest in that the system will be able to secure equipment and buses that will materially improve service delivery capability.

As we stated several years ago, the ultimate success of this effort to provide a mass transit system for this region depends on identifying and committing a dedicated funding source for this important area. Unfortunately, such an effort just failed in the waning days of the last legislative session. It will behoove all of us to continue to work toward a regional solution with respect to funding.

Ozark Regional Transit Authority
P.O. Box 785
2423 East Robinson
Springdale, Arkansas 72765-0785

April 17, 2003

Mr. Hugh Earnest, Chief Administrative Officer
Fayetteville City Hall
203 Mountain Street
Fayetteville, Arkansas 72701

Dear Hugh:

Over the last year, Ozark Regional Transit has taken over the 6th Street route, as well as adding a route from Downtown Fayetteville to the Jones Center in Springdale. These changes as well as the development of a new partnership with Razorback have made many new and improved transportation options available to the citizens of Fayetteville. This work truly could not have been done without the support of the city council, Mayor, City Staff, and yourself. Increased ridership on these new and improved routes validates their decision to support this project. I would like to express my gratitude for their support.

Although recent legislation introduced this term would have immensely improved transit here as well as across the state, it unfortunately did not pass in this session. ORT has historically operated on a "shoestring" financially speaking. However, there exists an opportunity for the city of Fayetteville to leverage their money to further improve transportation locally. That is because we can purchase and refurbish equipment at a 20% local match, with the Federal Government paying the other 80% of the cost.

These four projects include the following:

1. Purchasing 6 new cutaway buses to replace vehicles that have exceeded their useful life of 4 years and/or 175,000 miles, which would reduce our operating and maintenance costs, and allows us to obtain more fuel-efficient vehicles. The amount of this request for the local share is $28,800.

2. The next request is to allow us to buy a shop truck, which we currently do not have. Purchasing a new shop truck would allow us to buy a heavy-duty, 4 wheel drive, and outfit it with a lift gate for loading heavy equipment. Not only would it have a useful life of about 10 years, but it would allow us to respond in all types of weather, provide us a means to tow most of our fleet, which we currently are not equipped to do, as well as carrying more job specific equipment to emergency roadside repairs. Our current shop vehicle is a surplus van, which does not truly

meet our most basic needs. The amount of this request for the local share is $7,200.

3. The next request is to pay for purchase, transporting and refurbishment of the four Gillig buses that we currently have, as well as the purchase and refurbishment of two more Gilligs to provide transportation for the Fayetteville Boys and Girls club. Although we had attempted through two grants to pay for this project, both grants fell through. These vehicles are needed because our continued success in attracting riders will necessitate larger vehicles to meet that need. The amount of this request for the local share is $15,000.

4. The final request is for money being spent on the fleet acquired as part of the Job Access Reverse Commute Grant (JARC). These vehicles were or are approaching the end of their useful life, and each of the vehicles has required a large investment of labor and materials to keep them on the road. The amount of this request for the local share is $10,000.

The total amount of money requested for the local share is $61,000. The amount of money that this will match is $244,000 from the FTA, for a total amount of $305,000. This match from the city of Fayetteville would make a tremendous difference to our customers as well as to our organization. I would like to thank you in advance for your consideration of request.

Sincerely,

Philip O. Pumphrey,
Executive Director

CC: Board of Directors, Ozark Regional Transit Authority
Mr. Jeff Hawkins, Executive Director, NWAMPO
Mr. Frank Tobey, Area Manager, First Transit

City of Fayetteville, Arkansas
Budget Adjustment Form

Ozark Regional Transit
C.14 Page 9

Budget Year	Department / Division / Program	Date Requested
2003	Department: Operations Division: Transportation Program: Street Administration	5/6/2003

Project or Item Requested:
$61,000 in the Transfer to Ozark Regional Transit account.

Project or Item Deleted:
None. From the Street Use of Fund Balance account.

Justification of this Increase:
Funding is for support of system enhancement and repair for the fleet.

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	
Trans to Ozarks Reg Trans	2100	4100	5723	00	61,000		

Decrease Expense (Increase Revenue)

Account Name	Account Number				Amount	Project Number	
Use of fund balance	2100	0910	4999	99	61,000		

Approval Signatures

	Date
Requested By	
Budget Manager	4-17-03
Department Director	
Finance & Internal Services Director	4-22-03
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		

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: **May 7, 2003**

RE: **Passed Ordinances and Resolutions from City Council meeting of May 6, 2003**

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

Enclosed are:

60-03 1. **Fire Department Uniforms:** Resolution awarding Bid #03-09 to NAFECO, Inc. in amount of $32,060.14 to provide new uniforms to existing personnel of Fayetteville Fire Department;

61-03 2. **Score, Inc./Soccer Uniforms:** Resolution approving purchase of youth soccer uniforms from Score Uniforms in amount of $26,600.00;

62-03 3. **Mobley Contractors, Inc. – Old Missouri Road Contract:** Resolution awarding construction contract to Mobley Contractors, Inc. in amount of $1,644,402.38 for improvements to Old Missouri Road from Rolling Hills Drive to Mud Creek; approving project contingency in amount of $164,440.00 and approving budget adjustment in amount of $79,000.00 for same; no contract attached

4. **University of Arkansas 20 Year Hangar Lease:** Resolution approving lease agreement w/University of Arkansas for space at Fayetteville Municipal Airport to construct an 80'x120' hangar;

63-03

no agreement attached

5. **McClelland Consulting Engineers Hangar Contract:** Resolution approving, contingent upon execution of lease agreement w/University of Arkansas Task Order #1 w/McClelland Consulting Engineers, Inc. for engineering services and construction observation associated w/construction of 80'x120' hangar at Fayetteville Municipal Airport;

64-03

TASK Order #15

numbers don't match.

6. **Bes-Pac Waste Equipment:** Resolution awarding Bid #03-05 in amount of $200,000.00 for purchase of new commercial compactors and drop boxes on an as needed basis; no contract attached

65-03

7. **Hiring Maintenance Worker II's:** Resolution authorizing Transportation Division to hire five (5) additional full-time temporary employees

66-03

8. **Ozark Regional Transit:** Resolution approving transfer of funds in amount of $61,000 to Ozark Regional Transit Authority for purpose of enhancement and repair of the Public Transit Fleet; and approving budget adjustment in that amount for same;

67-03

9. **R-PZD 03-1.00 (Jackson Place):** An ordinance establishing Residential Planned Zoning District titled Jackson Place, located south of Skillern Road and east of Crossover Road; amending official zoning map of City of Fayetteville;

4480

10. **Wilson Springs Business Park Land Sale:** Resolution approving real estate purchase and sale contract wherein Legacy Project LLC purchases the 289 acre I-540 Business Park site from City of Fayetteville for 5.2 million dollars and other consideration;

68-03

11. **Wilson Springs Business Park Survey:** Resolution approving Contract Amendment #2 w/McClelland Engineers, Inc. in amount of $71,000.00 for engineering services relating to sale of Arkansas Business Technology Park (Wilson Springs Business Park);

69-03

12. **VAC 03-6.00:** Ordinance approving VAC 03-6.00 to vacate and abandon a 43.7 sq. ft. portion of utility easement located along the south property line of 2541 Litchfield Lane as depicted on the attached map and legal description; 4481

13. **ANX 03-2.00:** Ordinance annexing into City of Fayetteville, Arkansas, an island containing approximately 0.57 acres located at Northeast corner of Mt. Comfort Road and Shiloh Drive; 4482

14. **RZN 03-15.00:** Ordinance rezoning that property described in rezoning petition at submitted by James McCord on behalf of Meadows Enterprises, Inc. for property located south of Goff Farm Road and west of Dead Horse Mountain Road, containing approximately 67.47 acres, from A-1 Agricultural to R-1, Low Density Residential; no E.A. sent to mayor's office 4483

15. **Banc of America Leasing Agreement Amendment 65:** 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 solid waste vehicles, carts and other equipment; and prescribing other matters relating thereto; no agreement attached 4484

16. **Dixie Development:** Ordinance waiving requirements of formal competitive bidding and approving cost-share agreement w/Dixie Development, Inc. in amount not to exceed $54,600.00 for widening of approximately 1,950 linear feet of proposed Bob Younkin Drive from 28 feet to 36 feet. 4485

Agenda Session

TENTATIVE AGENDA
FOR
CITY COUNCIL MEETING
MAY 6, 2003

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

Downtown Dickson Enhancement Program (DDEP) - A Streetscape and Sidewalks Study presentation.

A. CONSENT:

1. **Approval Of The Minutes:** Approval of the April 1, 2003 meeting minutes. Approval of the April 15, 2003 meeting minutes.

2. **Fire Department Uniforms:** A resolution awarding Bid 03-09 to NAFECO, Inc. in the amount of $32,060.14 to provide new uniforms to the existing personnel of the Fayetteville Fire Department.

3. **Score, Inc. /Soccer Uniforms**: A resolution approving the purchase of youth soccer uniforms from Score Uniforms in the amount of $26,600.00.

Ask Steve Davis Economic Dev. Fund all but 1/2%

4. **Mobley Contractors, Inc. Old Missouri Road Contract:** A resolution awarding a construction contract to Mobley Contractors, Inc. in the amount of $1,644,402.38 for improvements to Old Missouri Road from Rolling Hills Drive to Mud Creek; approving a project contingency in the amount of $164,440.00 and approving a budget adjustment in the amount of $79,000.00 for same. Coming from projects that were closed.

Change on final

5. **University of Arkansas 20 Year Hangar Lease:** A resolution approving a ~~20 year ground~~ lease agreement with the University of Arkansas for space at the Fayetteville Municipal Airport to construct an 80' x 120' hangar.

Change on final

6. **McClelland Consulting Engineers Hangar Contract:** A resolution approving, contingent upon the execution of a ~~ground~~ lease with the University of Arkansas, Task Order #1 with McClelland Consulting Engineers, Inc. for engineering services and construction observation associated with the construction of an 80' x 120' hangar at the Fayetteville Municipal Airport.

Pull from Consent #15 new business

7. **Lazenby Apartments Park Land Dedication (money-in-lieu of):** A resolution to accept the recommendation of the Fayetteville Parks and Recreation Advisory Board to accept a cash contribution in lieu of the Park Land Dedication requirement for Lazenby Apartments Large Scale Development.

B. OLD BUSINESS:

What reading was it left on Record

1. **R-PZD 03-1.00 (Jackson Place): Planned Zoning District Jackson Place:** An ordinance establishing a Residential Planned Zoning District titled Jackson Place (R-PZD 03-1.00) located south of Skillern Road and east of Crossover Road; amending the official zoning map of the City of Fayetteville.

C. NEW BUSINESS:

What is the 70 acres developable land worth.

Land Cost to City
Net proceeds
Road Grant

1. **Wilson Springs Business Park Land Sale:** A resolution to approve the real estate purchase and sale contract wherein Legacy Project LLC purchases the 289 acre I-540 Business Park site from the City of Fayetteville for 5.2 million dollars and other consideration.

2. **Wilson Springs Business Park Survey:** A resolution approving Contract Amendment #2 with McClelland Engineers, Inc. in the amount of $71,000.00 for engineering services relating to the sale of the Arkansas Business Technology Park (Wilson Springs Business Park).

Change WHN to WHM

3. **WHM Land Investments, Inc. Condemnation:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by WHN Land Investment, Inc. to secure the necessary land on which to construct the West Fayetteville Fire Station.

4. **VAC 03-6.00 (Allen):** An ordinance approving VAC 03-6.00 to vacate and abandon a 43.7 sq. ft. portion of the utility easement located along the south property line of 2541 Litchfield Lane as depicted on the attached map and legal description.

5. **ANX 03-2.00 (Williams):** An ordinance annexing into the City of Fayetteville Arkansas, an island containing approximately 0.57 acres located at the Northeast Corner of Mt. Comfort Road and Shiloh Drive.

6. **RZN 03-14.00 (Williams):** An ordinance rezoning that property described in rezoning petition RZN 03-14.00 as submitted by James Williams for property located at the northeast corner of Mt. Comfort Road and Shiloh Drive, Fayetteville, Arkansas from R-2, Medium Density Residential and A-1, Agricultural to C-1, Neighborhood Commercial.

7. **RZN 03-15.00 (McCord):** An ordinance rezoning that property described in rezoning petition RZN 03-15.00 as submitted by James McCord on behalf of Meadows Enterprises, Inc. for property located south of Goff Farm Road and west of Dead Horse Mountain Road, Fayetteville, Arkansas containing approximately 67.47 acres, from A-1, Agricultural to R-1, Low Density Residential.

8. **Unified Development Code:** An ordinance repealing Title XV, Unified Development Ordinance (originally adopted by Ordinance 4100 on June 16, 1998) of the Code of Fayetteville and adopting and enacting an amended Title XV Unified Development Code.

Pull from Agenda
Refer to Ordinance review

9. ~~**Amendment of Chapter 97 Code of Fayetteville:** An ordinance amending Chapter 97, Code of Fayetteville to allow non-profit organizations to raise funds in City Parks.~~

10. **Banc of America Leasing Agreement Amendment 65:** An ordinance authorizing the execution and delivery of a master equipment lease/purchase agreement having a nominal principal amount of not to exceed $5,000,000 for the purpose of financing the cost of acquiring certain solid waste vehicles, carts and other equipment; and prescribing other matters relating thereto.

add new copy with kits Signature to final.

move to Consent

11. **Bes-Pac Waste Equipment:** A resolution awarding Bid #03-05 to Bes-Pac Waste Equipment in the amount of $200,000.00 for the purchase of new commercial compactors and drop boxes on an as needed basis.

12. **Dixie Development:** An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with Dixie Development, Inc. in an amount not to exceed $54,600.00 for the widening of approximately 1,950 linear of the proposed Bob Younkin Drive from 28 feet to 36 feet.

move to Consent

13. **Hiring Maintenance Worker II's:** A resolution authorizing the Transportation Division to hire five (5) additional full-time temporary employees (Maintenance Worker II).

move to Consent

14. **Ozark Regional Transit:** A resolution approving the transfer of funds in the amount of $61,000 to the Ozark Regional Transit Authority for the purpose of enhancement and repair of the Public Transit Fleet; and approving a budget adjustment in that amount for same.

D. INFORMATIONAL:

~~1. Council Tour: May 05, 2003~~

DRAFT TENTATIVE AGENDA
FOR
CITY COUNCIL MEETING
MAY 6, 2003

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

Downtown Dickson Enhancement Program (DDEP) ~~Sidewalk~~ Presentation on Street Scape and Sidewalks' Study.

A. CONSENT:

1. **Approval Of The Minutes:** Approval of the April 1, 2003 meeting minutes. Approval of the April 15, 2003 meeting minutes.

2. **Fire Department Uniforms:** A resolution awarding Bid 03-09 to NAFECO, Inc. in the amount of $32,060.14 to provide new uniforms to the existing personnel of the Fayetteville Fire Department.

3. **Score, Inc. /Soccer Uniforms**: A resolution to approve the purchase of youth soccer uniforms from Score, Inc. in the amount of $26,600.00.

fix

4. **Old Missouri Road Bid no. 03-20:** A resolution awarding a construction contract to the qualified low bidder for Bid no. 03-20, in the amount of $, Old Missouri Road Improvements. Approval of a project contingency fund in the amount of $.

Split
Lease 1st

5. **McClelland Consulting Engineers, Inc. Hangar Task Order:** A resolution approving Task Order #1 with McClelland Consulting Engineers, Inc. for engineering design and construction oversight services to construct an 80'x120' hangar to be leased to the University of Arkansas Flight Department under a long term agreement.

6. **Lazenby Apartments Park Land Dedication (money-in-lieu of):** A resolution to accept the recommendation of the Fayetteville Parks and Recreation Advisory Board to accept a cash contribution the Park Land Dedication requirement for Lazenby Apartments Large Scale Development.

B. OLD BUSINESS:

1. **R-PZD 03-1.00: Planned Zoning District Jackson Place:** An ordinance establishing a Residential Planned Zoning District titled Jackson Place (R-PZD 03-1.00) located south of Skillern Road and east of Crossover Road; amending the official zoning map of the City of Fayetteville.

C. NEW BUSINESS:

1. **Wilson Springs Business Park Land Sale:** A resolution to approve an offer and acceptance between the City of Fayetteville and Legacy Project, LLC to sale approximately 289 acres known as the Wilson Springs Business Park in the amount of $5,200,000.00.

2. **Wilson Springs Business Park Survey:** A resolution to approve Contract Amendment #2 to the Engineering Agreement with McClelland Engineers, Inc. for the Fayetteville Business Technology Park Project (Wilson Springs Business Park). Amendment #2 reduces the fee from $145,085 to $71,000 and to amend the scope of work by deleting work tasks 4 through 10 and adding services necessary to provide a current updated ALTA/ACSM Survey as required by the sales contract with Legacy Project, LLC and the City of Fayetteville.

Need Resolution

See new title

Hugh Kao-

3. **WHM Land Investments, Inc.:** ~~A resolution to approve an offer and acceptance contract to purchase about 2.23 acres of land for the west side Fire Station from WHM Land Investments, Inc. for $158,000.00~~

4. **VAC 03-6.00 (Allen):** An ordinance to vacate property located at 2541 Litchfield Lane. The property is zoned R-1, Low Density Residential and contains approximately 0.27 acres. The request is to vacate a 43.7 s.f. portion of the utility easement located along the south property line of the subject property for an existing encroaching structure.

5. **ANX 03-2.00 (Williams):** An ordinance to annex into the City of Fayetteville property located at the northeast corner of Shiloh Drive and Mount Comfort Road. The property is currently an island containing approximately 0.57 acres which is surrounded by the City of Fayetteville and property owned by the University of Arkansas.

6. **RZN 03-14.00 (Williams):** An ordinance to rezone approximately 0.77 acres of property located at the northeast Corner of Shiloh Drive and Mount Comfort Road. The western tract of the property (0.20 acres) is currently zoned R-2, Medium Density Residential and the eastern tract (0.57 acres) is zoned A-1, Agricultural. The request is to rezone both properties to C-1, Neighborhood Commercial.

7. **RZN 03-15.00 James McCord**: An ordinance rezoning property located south of Goff Farm Road and west of Dead Horse Mountain Road, containing approximately 67.47 acres. The property is currently zoned A-1, Agricultural, the request is to rezone to R-1, Low Density Residential.

8. **Unified Development Code:** An ordinance repealing Title XV, Unified Development Ordinance (adopted by Ordinance 4100 on June 16, 1998) of the Code of Fayetteville and adopting and enacting an amended Title XV Unified Development Code.

9. **Amendment of Chapter 97 Code of Fayetteville:** An ordinance amending Chapter 97, Code of Fayetteville to allow non-profit organizations to raise funds in City Parks

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. **Bes-Pac Waste Equipment:** A resolution approving the purchase of compactor and drop boxes of various sizes from Bes-Pac Waste Equipment for the Solid Waste and Recycling Division lease/purchase program in the amount of $200,000.00. The purchase will be on a competitive or "AS NEEDED" basis.

12. **Dixie Development:** An ordinance approving a cost-share and bid waiver in the amount of $54,600.00 with Dixie Development, Inc. for the widening of the proposed Bob Younkin Drive from 28' to 36' wide.

Memo Gary
from Gary
3.5 or 5.0
workers

13. **Hiring Maintenance Worker II's:** A resolution to approve the hiring of ~~3.5~~ 5.0 additional Maintenance Worker II (temporary) full time employees for summer workers in the Transportation Division.

14. **Ozark Regional Transit:** A resolution appropriating $61,000 from the City of Fayetteville Street Fund for support of system enhancement and repair for the fleet operated by Ozark Regional Transit. A budget adjustment in the amount of $, is also requested.

D. INFORMATIONAL:

1. **Council Tour: May 05, 2003**

2. ~~**Private Waste Haulers Contract:** Discussion of a contract allowing private waste haulers to service open top and compactor accounts within the City limits of Fayetteville and establish a fee per service call.~~

NORTHWEST ARKANSAS EDITION
Arkansas Democrat Gazette

AFFIDAVIT OF PUBLICATION

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

Final Agenda was inserted in the regular editions on 5-5-03.

** Publication Charge: $ 222.24

Subscribed and sworn to before me this

5 day of May, 2003.

Tammy Allen
Notary Public

My Commission Expires:

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

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

RECEIVED
MAY 06 2003
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

FINAL AGENDA
FOR THE
CITY COUNCIL MEETING
MAY 6, 2003

City of Fayetteville

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

Downtown Dickson Enhancement Program (DDEP) - A Streetscape and Sidewalks Study presentation.

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9. Ozark Regional Transit: A resolution approving the transfer of funds in the amount of $61,000 to the Ozark Regional Transit Authority for the purpose of enhancement and repair of the Public Transit Fleet; and approving a budget adjustment in that amount for same

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6. RZN 03-14.00 (Williams): An ordinance rezoning that property described in rezoning petition RZN 03-14.00 as submitted by James Williams for property located at the northeast corner of Mt. Comfort Road and Shiloh Drive, Fayetteville, Arkansas from R-2, Medium Density Residential and A-1, Agricultural to C-1, Neighborhood Commercial.
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