

Aldermen

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - Don Marr
Ward 3 Position 1 - Robert K. Rhoads
Ward 3 Position 2 - Robert Ferrell
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
April 19, 2005**

A meeting of the Fayetteville City Council will be held on April 19, 2005 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

**Call to Order
Roll Call
Pledge of Allegiance**

A. CONSENT:

1. **Approval of the Minutes:** Approval of the March 15, 2005 City Council meeting minutes.

APPROVED.

2. **City of Goshen Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Goshen, Arkansas to provide animal sheltering services to the City of Goshen for 2005.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 73-05.

3. **City of Farmington Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Farmington, Arkansas to provide animal sheltering services to the City of Farmington for 2005.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 74-05.

4. **City of Winslow Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Winslow, Arkansas to provide animal sheltering services to the City of Winslow for 2005.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 75-05.

5. **City of West Fork Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of West Fork, Arkansas to provide animal sheltering services for 2005.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 76-05.

6. **City of Tontitown Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Tontitown, Arkansas to provide animal sheltering services to the City of Tontitown for 2005.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 77-05.

7. **Washington County Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and Washington County, Arkansas to provide animal sheltering services to Washington County for 2005.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 78-05.

8. **ADEQ & Boston Mountain Solid Waste District Grants:** A resolution authorizing the Fayetteville Solid Waste and Recycling Division to accept two grants totaling \$38,389.00 from the Arkansas Department of Environmental Quality (ADEQ) and the Boston Mountain Solid Waste District for the purchase of a wire tie system and repairs to the bailer; approving a Budget Adjustment to recognize the grant revenue; and awarding Bid 05-27 to Downing Sales & Service, Inc.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 79-05.

9. **Disc Mower Conditioner Purchase:** A resolution approving the purchase of one (1) Disc Mower Conditioner from Williams Tractor Co. in the amount of \$14,699.00 for use by OMI.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 80-05.

10. **Hay Baler Purchase:** A resolution approving the purchase of one (1) Large Square Hay Baler from Williams Tractor Co. in the amount of \$54,949.00 for use by OMI.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 81-05.

11. **Off-Street Parking Appointment:** A resolution approving the appointment of Rick Woods to the Board of Off-Street Parking Development District No. 1 in accordance with A.C.A. § 14-88-304.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 82-05.

12. **Jail Services Inter-Local Agreement:** A resolution adopting an Addendum to the Inter-Local Agreement for Jail Services between the City of Fayetteville, Arkansas, and Washington County, Arkansas.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 83-05.

- 13. Cross, Gunter, Witherspoon & Galchus, P.C. Professional Services:** A resolution to approve a contract for Professional Services with Cross, Gunter, Witherspoon & Galchus, P.C. in a not to exceed amount of \$20,000.00 to begin representation of the City in the Peter T. Reagan, ET.AL. V. City of Fayetteville Lawsuit.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 84-05.

B. UNFINISHED BUSINESS:

- 1. Amend Chapter 96: Noise Control:** An ordinance to add §96.09 to the Code of Fayetteville to restrict the use of a compression release engine brake or "Jake Brake."
This ordinance was left on the first reading at the April 5, 2005 City Council Meeting.

THIS ITEM WAS TABLED TO THE MAY 3, 2005 CITY COUNCIL MEETING.

C. NEW BUSINESS:

- 1. RZN 05-1409 (SCB Investments, LLC):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1409 for property located at 1841 Leverett Avenue containing approximately 1.43 acres from RSF-4, Residential Single Family, Four Units Per Acre, to RMF-24, Residential Multi-Family – 24 Units Per Acre.

THIS ITEM FAILED AT THE APRIL 19, 2005 MEETING.

- 2. RZN 05-1412 (Mountain Ranch/Terminella):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1412 for property located south of Future Persimmon Street containing approximately 21.05 acres from R-A, Residential Agricultural, to RSF-4, Residential Single Family, Four Units Per Acre.

THIS ITEM WAS LEFT ON THE SECOND READING OF THE ORDINANCE.

- 3. RZN 05-1413 (Jones):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1413 for property located at 2468 N. Crossover Rd. (The NE corner of Crossover & Township) containing approximately 4.77 acres, from R-A, Residential Agricultural to RSF-2, Residential Single-Family 2 Units/Acre.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 4695.

D. INFORMATIONAL:

Council Tour: None

Meeting adjourned at 6:25 p.m.

Meeting Adjourned
at 6:25 PM.

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

Subject:	Consent				
Motion To:		Approve			
Motion By:		Reynolds			
Seconded:		Jordan			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	✓			
	Rhoads	✓			
	Mayor Coody				

Passed
Res. 73-05
to
84-05

Subject:	Amend Chapter 96: Noise Control			
Motion To:		Table until the next		
Motion By:		City Council Meeting		
Seconded:		Thiel Jordan		
	Ferrell	✓		
	Lucas	✓		
	Jordan	✓		
	Reynolds	✓		
	Thiel	✓		
	Cook	✓		
	Marr	✓		
	Rhoads	✓		
	Mayor Coody			

B.1.
Unfinished
Business
Tabled
until the
May 3,
2005 City
Council Meeting

Subject:	RZN 05-1409 (SCB Investments, LLC)			
Motion To:		2nd read	3rd read	Pass
Motion By:		Ferrell	Ferrell	
Seconded:		Reynolds	Rhoads	
	Ferrell	✓	✓	✓
	Lucas	✓	✓	N
	Jordan	✓	✓	N
	Reynolds	✓	✓	N
	Thiel	✓	✓	N
	Cook	✓	✓	N
	Marr	✓	N	N
	Rhoads	✓	✓	✓
	Mayor Coody			

C.1.
New
Business
Failed
2-6

Subject:	RZN 05-1412 (Mountain Ranch/Terrinella)				
Motion To:		2nd read			
Motion By:		Jordan			
Seconded:		Lucas			

C. 2.
New
Business
Left on
the
Second
Reading

Ferrell	✓			
Lucas	✓			
Jordan	✓			
Reynolds	✓			
Thiel	✓			
Cook	✓			
Marr	✓			
Rhoads	✓			
Mayor Coody				

Subject:	RZN 05-1413 (Jones)				
Motion To:		2nd read	3rd read	Pass	
Motion By:		Thiel	Ferrell		
Seconded:		Ferrell	Reynolds		

C. 3.
New
Business
Passed
4695

Ferrell	✓	✓	✓	
Lucas	✓	✓	✓	
Jordan	✓	✓	✓	
Reynolds	✓	✓	✓	
Thiel	✓	✓	✓	
Cook	✓	✓	✓	
Marr	✓	✓	✓	
Rhoads	✓	✓	✓	
Mayor Coody				



City Council Meeting of April 19, 2005

CITY COUNCIL AGENDA MEMO

TO: Mayor Dan Coody and City Council

THRU: Stephen Davis, Finance & Internal Services Director *SD*

FROM: Michele Bechhold, Human Resources Director *MB*

DATE: April 7, 2005

SUBJECT: Professional Services Agreement with Cross, Gunter, Witherspoon & Galchus, P.C.

Recommendation

Staff recommends approval of a professional services agreement with Cross, Gunter, Witherspoon & Galchus, P.C. to provide legal services on a retainer basis. Staff wishes to enter into this agreement in order to consult with the firm in their areas of expertise, namely federal and state labor laws. Staff also plans to request the firm to conduct independent reviews from time to time to provide assurance that the City's policies, procedures and practices are in compliance with applicable labor laws.

Discussion

This area of the law is complex and constantly changing as case law develops from court interpretations and decisions. This request to employ specialized counsel is consistent with the City's established pattern of seeking external counsel in the specialized areas of property and casualty, bond indentures, etc. The City currently coordinates these specialized legal services through the City Attorney's office. Staff will continue that practice upon approval of this agreement.

The list below is not all inclusive but represents several of the federal laws that the City must comply with as an employer. State Code also contains labor regulations that employers must abide by.

Title VII of the Civil Rights Act
Family and Medical Leave Act
Americans with Disabilities Act
Age Discrimination in Employment Act
Fair Labor Standards Act
Fair Credit Reporting Act
Immigration Reform and Control Act
Health Insurance Portability and Accountability Act
Uniformed Employment & Re-employment Rights Act

Procurement Method

This firm was selected following a professional selection method which included the required notification/advertisement process.

Budget Impact

The Human Resources Program has funds available to pay for these services.

Staff is available to answer any questions you may have.

MILESTONES FOR DEPARTMENT OF LABOR SUPERVISED SETTLEMENT PROCESS

New World Systems Programmers On-site
Cross, Gunter, Witherspoon & Galchus Legal Services Agreement To City Council
Timekeepers trained on Remote Entry of Payroll
Remote Entry Process Goes Live
Processes and Practices Reviewed by DOL
Implementation of DOL recommendations into the payroll process
Calculation of any back wages due
DOL review and approval of back wage calculations
DOL supervises the settlement process

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT FOR PROFESSIONAL SERVICES WITH CROSS, GUNTER, WITHERSPOON & GALCHUS, P.C. IN A NOT TO EXCEED AMOUNT OF \$20,000.00 TO BEGIN REPRESENTATION OF THE CITY IN THE PETER T. REAGAN, ET. AL. V. CITY OF FAYETTEVILLE LAWSUIT

WHEREAS, the City had previously selected Cross, Gunter, Witherspoon & Galchus, P.C. to advise the Human Resources Division on labor law issues; and

WHEREAS, a professional selection committee again selected Cross, Gunter, Witherspoon & Galchus, P.C. to defend the City in the Peter T. Reagan, et. al. v. City Of Fayetteville lawsuit.

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 Contract For Professional Services with Cross, Gunter, Witherspoon & Galchus, P.C. in a not to exceed amount of \$20,000.00 (attached as Exhibit A) and authorizes Mayor Coody to sign this contract.

PASSED and APPROVED this 19th day of April, 2005.

APPROVED:

By: _____

DRAFT
DAN COODY, Mayor

ATTEST:

By: _____

SONDRA SMITH, City Clerk

CONTRACT FOR
PROFESSIONAL SERVICES

On this _____ day of April 2005, the City of Fayetteville and the law firm of Cross, Gunter, Witherspoon & Galchus, P.C. agree to the following terms and conditions of this contract for professional labor law services:

1. The City of Fayetteville selected Cross, Gunter, Witherspoon & Galchus, P.C. through a professional selection committee process to provide legal services on labor law issues, including defending the City in litigation of labor law issues and consulting with the City on labor law issues.

2. The City of Fayetteville agrees to pay and Cross, Gunter, Witherspoon & Galchus, P.C. agrees to accept the normal hourly rate of the attorneys, law clerks and paralegals of Cross, Gunter, Witherspoon & Galchus, P.C. as outlined in its letter of April 12, 2005 to Michele Bechhold (attached as Exhibit "A").

3. Cross, Gunter, Witherspoon & Galchus, P.C. agrees to submit an itemized monthly statement of services rendered to the City including: description of services rendered, attorney performing the service, hours (to the tenth of an hour) for each such service, and out-of-pocket disbursements.

4. The initially authorized amount of budget for these services is **\$20,000.00**. Cross, Gunter, Witherspoon & Galchus, P.C. agrees not to bill for any services or expenses that would exceed \$20,000.00 without **prior approval of the Fayetteville City Council**.

5. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, Cross, Gunter, Witherspoon & Galchus, P.C. will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

6. Cross, Gunter, Witherspoon & Galchus, P.C. agrees to enter its appearance for and represent the City of Fayetteville in Peter T. Reagan, et al v. City of Fayetteville, Case No. 05-5045, Federal District Court in a timely, professional and competent manner and continue such professionally competent representation until the case is resolved, the City of Fayetteville discharges Cross, Gunter, Witherspoon & Galchus, P.C. and substitutes another counsel for lead

counsel, the City of Fayetteville fails or refuses to pay a proper legal services bill according to this contract, or the City of Fayetteville fails to budget additional funds if the \$20,000.00 initial budget is exhausted.

7. The City of Fayetteville agrees to cooperate and assist Cross, Gunter, Witherspoon & Galchus, P.C. during this litigation and the Department of Labor's supervised settlement. Cross, Gunter, Witherspoon & Galchus, P.C. agrees to competently defend and advise the City and to keep the City of Fayetteville regularly and adequately informed of the progress of the litigation, supervised settlement, audit of employee pay practices, etc.

8. The City of Fayetteville retains the right to select its own counsel at all times and may discharge Cross, Gunter, Witherspoon & Galchus, P.C. upon written notice, but shall be responsible to pay for all legal services and related expenses of Cross, Gunter, Witherspoon & Galchus, P.C. up to that point. Once payment for all such legal services and expenses has been made, the contents of all files compiled in relation to the City of Fayetteville shall become City property and shall be forwarded to the City without further charge. Cross, Gunter, Witherspoon & Galchus, P.C. may maintain its own copy of all such files turned over to the City.

8. The jurisdiction and venue for any dispute between the parties shall be Washington County Circuit Court.

In agreement with all the above terms the City of Fayetteville by Mayor Dan Coody and Cross, Gunter, Witherspoon & Galchus, P.C. by Donna Smith Galchus sign their names below.

**CROSS, GUNTER,
WITHERSPOON & GALCHUS, P.C.**

CITY OF FAYETTEVILLE

By: _____
DONNA SMITH GALCHUS

By: _____
DAN COODY
Mayor

Title

Attest:

Sondra Smith, City Clerk

CROSS, GUNTER, WITHERSPOON & GALCHUS, P.C.

ATTORNEYS AT LAW
LITTLE ROCK/FORT SMITH/FAYETTEVILLE

J. Bruce Cross
Russell Gunter ⁽¹⁾
David B. Vandergriff ⁽¹⁾
Carolyn B. Witherspoon
Donna Smith Galchus
Benjamin H. Shipley, III [†]
Scotty Shively
M. Stephen Bingham
Allen C. Dobson
Richard A. Roderick
Mark T. McCarty
Annamary Dougherty
Susan Keller Kendall ^{††}
Melissa McJunkins Duke
Brian A. Vandiver
Andrew B. Faulkner
James Thomas Keet
Brandon W. Lacy
Danna J. Young

www.cgwg.com

101 West Mountain Drive, Suite 200
Fayetteville, AR 72701
Telephone (479) 443-6978
Fax (479) 443-7697

[†] Resident in Fort Smith Office
^{††} Resident in Northwest Arkansas (Fayetteville)
⁽¹⁾ Member of Arkansas and Texas Bars
All Others Arkansas Bar

April 12, 2005

Michele Bechhold
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Re: Labor and Employment Legal Services

Dear Michele:

We are pleased that you have selected Cross, Gunter, Witherspoon & Galchus, P.C., to advise the City of miscellaneous labor and employment matters as needed and to represent the City in the most recent action brought pursuant to the Fair Labor Standards Act.

We will submit to you monthly statements, which itemize the time expended on your behalf, a description of the services rendered, and the attorney performing the services. Each statement will also request reimbursement of any actual out-of-pocket disbursements, such as photocopies, expended by this firm in connection with our representation. Payment of our statement is due within thirty (30) days.

My rate is \$ 145 per hour. Donna Galchus, a director in our Little Rock office will also be working on these matters. Donna's hourly rate is \$ 220 per hour. On occasion, the assistance of another attorney from our firm may be needed, and their rates vary from \$120-\$270 per hour for 2005. As is our custom, we will attempt, to the extent possible, to use paralegals and law clerks for items, which would appear not to require our attention. Our law firm reviews the rates for each of its attorneys at the beginning of each year and adjusts those rates as appropriate. Thus, any services rendered after the beginning of each year may reflect an increase in rates. We reserve the right to withdraw from this engagement upon reasonable notice to you when any fees or expenses are past due or in other appropriate circumstances.

April 12, 2005
Page 2

We look forward to assisting City in this matter. If you have any questions concerning the terms and conditions, please contact me.

Sincerely,

Susan Keller Kendall

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

19-Apr-05

City Council Meeting Date

Michele Bechhold

Submitted By

Human Resources

Division

Finance & Internal Services

Department

Action Required:

To approve a professional services agreement with Cross, Gunter, Witherspoon & Galchus for a not-to-exceed amount of \$20,000.00 for legal services.

\$20,000.00

Cost of this request

\$

260,349.00

Category/Project Budget (2005)

Services & Charges

Program Category / Project Name

1010.1210.5314.01

Account Number

\$

77,000.00

Funds Used to Date

Human Resources

Program / Project Category Name

\$

183,349.00

Remaining Balance

General Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Previous Ordinance or Resolution #

Department Director

Date

Original Contract Date:

Original Contract Number:

City Attorney

Date

Received in City Clerk's Office

Mayor

Date

Received in Mayor's Office

Comments:

City Of Fayetteville

(Not a Purchase Order)

Requisition No.: _____ Date: **4/8/2005**
 P.O. Number: _____ Expected Delivery Date: _____

Mail Yes: ☒ No: ☒
 Taxable Yes: ☐ No: ☐ Quotes Attached Yes: ☐ No: ☐

Division Head Approval: *[Signature]*
 Extension: 278

Requester: *[Signature]*
 Requester's Employee #: 2134

City: _____ State: _____ Zip Code: _____ Ship to code: 60

Vendor # 13130 Vendor Name Cross, Gunter, Witherspoon & Calchus

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Legal Services	1	Lot	20,000.00	\$20,000.00	1010.12105314.01			
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
	Shipping/Handling		Lot		\$0.00				

Special Instructions: _____

Subtotal: \$20,000.00
 Tax: _____
 Total: \$20,000.00

Approvals: _____
 Mayor: _____ Department Director: _____
 Finance & Internal Services Director: _____ Budget Manager: _____
 Dispatch Manager: _____ Utilities Manager: _____
 Purchasing Manager: _____
 IT Manager: _____
 Other: _____

Fayetteville, AR	Sound Level in dB(A)		
	Speed Limit 35 mph or Less	Speed Limit Over 35 mph	Stationary Run-up
Motor carrier vehicle engaged in interstate commerce of GVWR or GCWR or 10,000 lbs. of more	92	96	94
Any other motor vehicle or any combination of vehicles towed by any such motor vehicles	78	78	78
Motorcycles	78	78	78
El Paso, TX	Sound Level in dB(A)		
	Speed Limit 35 mph or Less	Speed Limit Over 35 mph	Stationary Run-up
Motor carrier vehicle engaged in interstate commerce of GVWR or GCWR or 10,000 lbs. of more	86	90	88
All other motor vehicles of GVWR or GCWR of 10,000 lbs. or more	70	79	
Any motorcycle	78	82	
Any motor vehicle or any combination or vehicles towed by any motor vehicle	70	79	

Kirkwood, NY	Sound Level in dB(A)		
	Speed Limit 35 mph or Less	Speed Limit Over 35 mph	Stationary Run-up
Motor carrier vehicle engaged in interstate commerce of GVWR or GCWR or 10,000 lbs. of more	86	90	88
All other motor vehicles of GVWR or GCWR of 10,000 lbs. or more	82	86	
Any motorcycle	82	86	
Any motor vehicle or any combination or vehicles towed by any motor vehicle	76	80	

Crystal Falls, MI	Sound Level in dB(A)		
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Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - Don Marr
Ward 3 Position 1 - Robert K. Rhoads
Ward 3 Position 2 - Bobby Ferrell
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
April 19, 2005**

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**Call to Order
Roll Call
Pledge of Allegiance**

A. CONSENT:

1. **Approval of the Minutes:** Approval of the March 15, 2005 and the April 5, 2005 City Council meeting minutes.
2. **City of Goshen Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Goshen, Arkansas to provide animal sheltering services to the City of Goshen for 2005.
3. **City of Farmington Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Farmington, Arkansas to provide animal sheltering services to the City of Farmington for 2005.
4. **City of Winslow Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Winslow, Arkansas to provide animal sheltering services to the City of Winslow for 2005.
5. **City of West Fork Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of West Fork, Arkansas to provide animal sheltering services for 2005.
6. **City of Tontitown Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Tontitown, Arkansas to provide animal sheltering services to the City of Tontitown for 2005.

7. **Washington County Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and Washington County, Arkansas to provide animal sheltering services to Washington County for 2005.
8. **ADEQ & Boston Mountain Solid Waste District Grants:** A resolution authorizing the Fayetteville Solid Waste and Recycling Division to accept two grants totaling \$38,389.00 from the Arkansas Department of Environmental Quality (ADEQ) and the Boston Mountain Solid Waste District for the purchase of a wire tie system and repairs to the bailer; approving a Budget Adjustment to recognize the grant revenue; and awarding Bid 05-27 to Downing Sales & Service, Inc.
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B. UNFINISHED BUSINESS:

1. **Amend Chapter 96: Noise Control:** An ordinance to add §96.09 to the Code of Fayetteville to restrict the use of a compression release engine brake or "Jake Brake."
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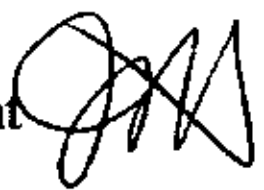
D. INFORMATIONAL:

Council Tour: April 18, 2005 – 4:30 pm



MEMORANDUM

TO: City Council Members

FROM: Jill Hatfield, Animal Services Superintendent 

DATE: April 1, 2005

RE: Supplemental Information regarding Inter-Local Sheltering Contracts

The City of Fayetteville Animal Services has offered inter-local sheltering contracts to surrounding municipalities since 1995. In 2000 six cities contracted with Fayetteville for sheltering of their stray and surrendered animals. Each contract was for a 12 month period from January through December. The contract fee for these cities was \$61 per animal, invoiced each month according to the amount of animals brought in the previous year.

Washington County was given a contract in 2001 to expire in 2004. The contract fee was \$36 per animal. The county was billed on a monthly basis for the current year. In 2004, Fayetteville Animal Services met with the county animal advisory committee and communicated that an increase in sheltering fees would occur in the next year due to increased sheltering costs. In June 2004, the county agreed to pay \$50 per animal, but not to exceed \$2,535 per month for sheltering until 2005.

Two municipalities, Lincoln and Prairie Grove had contracts designated for euthanasia services only provided by Fayetteville from the year 2000 to 2004. The two cities paid \$10 per animal. This fee no longer covers the cost of incineration and does not take into account the time of a euthanasia technician and caretaker, nor does it cover the cost of syringes and euthanasia solution.

Due to all contracts expiring in 2004, the decision was made to offer the same consistent sheltering services to Washington County and above mentioned municipalities. Communications were made with the cities to inform them an increase in fees was to be expected. The following is the amount of animals sheltered from the above named and the cost incurred at a rate of \$75 per animal.



Municipality	Number of Animals	Fee per year/month
Elm Springs	8	\$600/\$50
Farmington	195	\$14,625/\$1,218.75
Goshen	11	\$825/\$68.75
Greenland	7	\$525/\$43.75
Lincoln	122	\$9,150/\$762.50
Prairie Grove	174	\$13,050/\$1,087.50
Tontitown	12	\$900/\$75
Washington County	820	\$61,500/\$5,125
West Fork	92	\$6,900/\$575
Winslow	8	\$600/\$50
Total: 10	1,449	\$108,675/\$9,056.25

The above amounts are based on 2004 numbers.

The decision to no longer offer euthanasia service only contracts was made due to the high stress level placed on the shelter staff. If an animal brought in by those two municipalities was highly adoptable, the decision to place the animal up for adoption was not for the shelter staff to make. Concerning this highly skilled and stressful task, it was not humane to euthanize an animal sure to get a home, nor demand the staff to perform such duty. I have attached a few articles explaining this task and the issues surrounding the complex function shelter employees must face each day in a sometimes hostile environment.

The fee of \$75 was figured by taking the 2004 shelter program costs and dividing it by the number of animals taken in by the shelter. This cost includes the Shelter program only; it does not include the Emergency/Patrol program or the Veterinarian/Clinic program budgets. The following is the breakdown of costs:

Personnel	\$264,460
Materials/Supplies	\$ 37,335
Services/Utilities	\$ 48,526
Maintenance	\$ 35,306

Total **\$385,627** Divided by total number of animals sheltered
5,091 for 2004 is \$75.74 spent per animal.

Offering these contracts does not provide revenue for the Animal Services Division; it is not only the animals that we must care for, but also the city's citizens. Animal Services



staff field phone calls from these city's citizens along with spending time explaining the process, educating, and gathering information when they surrender an animal to the shelter. This takes time and kennel space away from the citizens of Fayetteville and Fayetteville animals.

Offering these contracts to the municipalities who do not have sheltering facilities is a humane approach to the overpopulation problem and ensures the animals are given excellent care and humane treatment. To help in the battle of pet overpopulation, all municipalities in Washington County and the citizens of Fayetteville should be encouraged to utilize the county's free low income spay/neuter program and Fayetteville's \$10 low income spay/neuter service. These services should be emphasized to decrease the amount of homeless animals needing to be sheltered.

Enclosures

cc: Mayor Coody
Chief Johnson
Capt. Tabor
Capt. Yates
Judy Cohea

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTER-LOCAL AGREEMENT
BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND THE
CITY OF GOSHEN, ARKANSAS TO PROVIDE ANIMAL
SHELTERING SERVICES TO THE CITY OF GOSHEN FOR 2005.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Goshen, Arkansas to provide animal sheltering services to the City of Goshen for 2005. A copy of the agreement, marked Exhibit "A" is attached hereto, and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor and City Clerk to execute the Inter-Local Agreement with the City of Goshen, Arkansas.

PASSED and APPROVED this 19th day of April 2005.

APPROVED:

By:

DAN GOODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

DRAFT

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,
ARKANSAS AND CITY OF GOSHEN, ARKANSAS**

THIS AGREEMENT is entered into this 14th day of February 2005 by and between the **CITY OF FAYETTEVILLE**, and the **CITY OF GOSHEN, ARKANSAS**, concerning the provision of animal sheltering services;

WHEREAS, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and City of Goshen; and

WHEREAS, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of Goshen.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

Article I

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by Goshen citizens and designated animal control officers.

Article II

The City of Goshen agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

Article III

The City of Goshen agrees to pay an annual sheltering services fee of Eight Hundred Twenty-Five dollars (\$825) to the City of Fayetteville in the form of twelve (12) monthly payments of Sixty-Eight dollars and Seventy-Five cents (\$68.75). Payment shall be due on or before the first day of each month. The annual sheltering services fee shall be based upon the total number of animals delivered to the shelter by Goshen citizens and designated animal control officers during the previous year.

Article IV

This agreement shall remain in effect until midnight December 31, 2005.

Article V

The City of Fayetteville agrees to provide assistance to the City of Goshen in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the two cities.

Article VI

Both Cities acknowledge the existence of a county wide animals sheltering agreement between the City of Fayetteville and Washington County, but which currently excludes the corporate boundaries of any incorporated cities. The Cities agree that this Agreement shall automatically terminate in the event that the City of Goshen enters into an animal sheltering services agreement with Washington County, Arkansas. In any event, either City shall have the right to terminate this Agreement upon Thirty (30) days written notice to the other.

Article VII

Neither City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

Article VIII

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

Article IX

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

Article X

The City of Goshen shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement, provided

that nothing in this Agreement shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville or the City of Goshen under the Constitution and Statutes of the State of Arkansas.

Article XI

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

Article XII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of Goshen have executed this Agreement on or as of the date first written above.



ATTEST:

Sondra Smith
SONDRA SMITH, City Clerk

CITY OF FAYETTEVILLE, ARKANSAS

Dan Coody
DAN COODY, Mayor

CITY OF GOSHEN,
ARKANSAS

Andy Bethel
ANDY BETHEL, Mayor

ATTEST:

Fara Ferguson
FARA FERGUSON, City Clerk

Recorder/Treasurer

**MINUTES
GOSHEN CITY COUNCIL
January 11, 2005**

CALL TO ORDER: Mayor Andy Bethell was absent, therefore, the meeting was called to order at 6:40 p.m. by Sharon Baggett at Goshen City Hall.

ROLL CALL AND DECLARATION OF QUORUM: Joe Benson, Jamie Boyd, Chuck Huskey, John Meek, and Dick Seddon were present and a quorum was declared. Max Poye was absent. Charles Harwell, City Attorney, was also present.

APPROVAL OF AGENDA: James Royal was absent, so the Building Inspector report and discussion on building permit fees for accessory buildings were removed from the Agenda. Also removed was discussion on bids for trash service, expansion of city hall, and appointment of City Recorder/Treasurer. Added to the Agenda was a proposed Resolution supporting exploration of building and operating a county-wide animal shelter. A motion was made by Dick Seddon, with a second by Joe Benson, to approve the amended Agenda. All voted in favor and the motion carried.

APPROVAL OF MINUTES: A motion was made by Joe Benson, with a second by Dick Seddon, to approve the December 14, 2004 and January 6, 2005 minutes. All voted in favor and the motion carried.

FINANCIAL REPORTS: Sharon Baggett presented the Financial Reports for December, 2004. She reported that the balances were \$99,176.60 in the General Fund and \$28,083.77 in the Street Fund. Also distributed were statements reflecting the balances of the four Certificates of Deposit. There was a motion by Joe Benson, with a second by Dick Seddon, to approve the Financial Reports. All voted in favor and the motion carried. Dick Seddon stated that one of the CD's would be maturing and he would check rates offered by financial institutions and report back at the next Council meeting.

PLANNING COMMISSION REPORT: Jeff Clardy, Chairman, stated that he had nothing to report. In response to an inquiry by Dick Seddon, Jeff Clardy stated that there had been two new preliminary subdivision plats submitted to the Planning Commission. Jeff Clardy also stated that he had attempted to make contact with the Fayetteville Water Department about fire hydrants for subdivisions, and Joe Benson asked him to brief the Council when he was able to get answers about this issue.

WRITTEN REPORT FROM MARSHAL: Jay Baseler presented a report to the Council. He stated that there had been problems with mailboxes being bashed on Oxford Bend Road and Wilson Lane and asked that citizens forward any leads on suspects to him. He stated that he had ordered the new rifle which had been approved in the 2004 budget by the Council. Joe Benson asked if the new computer which had also been approved in the 2004 budget by the Council had been ordered. It was reported that the computer had not as yet, but would be, ordered for the Marshal's office.

ORDINANCE ADDRESSING EXCLUSIVE TRASH SERVICES: Charles Harwell explained this proposed Ordinance granting exclusive trash service to a particular company, from which the City would garner a franchise fee. He distributed copies of the proposed Ordinance and explained that some of the items were left blank. There was discussion about having an overlap to provide for those citizens who might have prepaid for their service with another company. Also discussed was who would be responsible for billing. P.J. Milstead from Roll Off Services was present and suggested that he would like to see every citizen be required to sign up for the trash service and for the City to bill them because of recourse in collections. Charles Harwell asked the Council to

review the proposed Ordinance and provide him with feedback, and it was agreed that this Ordinance should be discussed at the next meeting.

ORDINANCE ADOPTING RULES GOVERNING UNSANITARY, UNSIGHTLY, UNSAFE CONDITIONS ON PRIVATE PROPERTY: Charles Harwell read the proposed Ordinance. Dick Seddon asked about the definition of rubbish be more clearly defined and made a motion to amend that definition. John Meek seconded the motion. All voted in favor and the wording was amended. After some discussion, a motion was made by Joe Benson, with a second by Dick Seddon, to suspend the rules and dispense with the second and third reading of the Ordinance. All voted in favor and the motion carried. Joe Benson made a motion, with a second by Dick Seddon, to adopt the amended Ordinance. All voted in favor and the motion carried. A motion was made by Joe Benson, with a second by Dick Seddon, to enact the emergency clause and for the Ordinance to be given immediate effect. All voted in favor and the motion carried.

COMMERCIAL DESIGN STANDARDS: Dick Seddon gave an oral report on his stringent recommendations for commercial design standards. He stated that he would like to see these standards established so that commercial buildings constructed or remodeled in the future would be required to adhere to these regulations. He stated that this would prevent any substandard buildings from being built and would protect the comprehensive plan of keeping Goshen an attractive city. Dick Seddon stated that he would forward these recommendations to the Planning Commission to address and bring their suggestions back to the Council.

APPOINTMENT OF CITY RECORDER/TREASURER: The Council was reminded about the special meeting on January 17, 2005 at 5:30 p.m. to appoint a new City Recorder/Treasurer.

2005 BUDGET: The proposed budget for 2005 was presented by Sharon Baggett. There was discussion concerning equipment and supplies for the Marshal's office, and it was agreed this should be a combined figure of \$3,000. Also, the part-time secretary position was eliminated from the budget and \$30,000 was designated for the Recorder/Treasurer position. For the Street Fund, \$1,500 was allotted for Salsbury Road and general street repair was reduced to \$13,500. A motion was made by Joe Benson, with a second by Dick Seddon, to approve the amended Budget for 2005. All voted in favor and the motion carried.

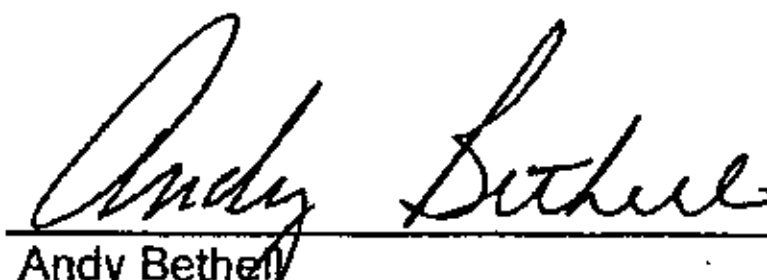
ANIMAL CONTROL: Sharon Baggett explained that the City had received an Interlocal Agreement between Fayetteville and Goshen for the City of Fayetteville to provide sheltering services for animals delivered to its shelter during 2005. She stated that the cost had gone up from the previous year to \$75 per animal. She further explained that the City had just this week received a letter from Washington County Animal Concerns Advisory Board, a copy of which was distributed to the Council. This letter was to area mayors asking them to adopt a Resolution showing support by encouraging the Quorum Court to construct an animal shelter to service the needs of surrounding cities, including Goshen. After some discussion, a motion was made by Joe Benson to approve the Interlocal Agreement for 2005 between Fayetteville and Goshen. All voted in favor and the motion carried. Joe Benson made a motion, with a second by Dick Seddon, to approve the Resolution supporting exploration of the concept of building and operating a county-wide animal shelter. All voted in favor and the motion carried.

PUBLIC INPUT: There was no public input from the audience.

RECORDER/TREASURER: Sharon Baggett stated that this was her last Council meeting, after having served in the position of Recorder/Treasurer for 2 ½ years. She stated that she had enjoyed working with the Council and for the citizens of Goshen. A motion was made by Joe Benson, with a second by Dick Seddon, to pass a Resolution recognizing Sharon Baggett for her hard work and service to the community. All voted in favor and the motion carried.

ADJOURNMENT: There being no further business, a motion was made by John Meek, with a second by Chuck Huskey, to adjourn the meeting. All voted in favor and the meeting adjourned at 8:00 p.m.


Sharon Baggett
Recorder/Treasurer


Andy Bethel
Mayor

1997-10-14

1997-10-14

1997-10-14

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

A. 2
City of Goshen
Inter-Local Agreement
Page 11 of 12

19-Apr-05

City Council Meeting Date

Jill Hatfield

Submitted By

Animal Services

Division

Police

Department

Action Required:

A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Goshen, Arkansas to provide animal sheltering services to the City of Goshen for 2005.

Cost of this request

Account Number

Project Number

Category/Project Budget

Funds Used to Date

\$ -

Remaining Balance

Program Category / Project Name

Program / Project Category Name

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Frank Johnson
Department Director

4/1/05
Date

Previous Ordinance or Resolution #

Original Contract Date:

D. P. Whit
City Attorney

4/1/05

Original Contract Number:

Allyson
Finance and Internal Service Director

4-4-05
Date

Received in City Clerk's Office



Received in Mayor's Office



Mayor

Date

Comments:

--



MEMORANDUM

TO: City Council Members

FROM: Jill Hatfield, Animal Services Superintendent 

DATE: April 1, 2005

RE: Supplemental Information regarding Inter-Local Sheltering Contracts

The City of Fayetteville Animal Services has offered inter-local sheltering contracts to surrounding municipalities since 1995. In 2000 six cities contracted with Fayetteville for sheltering of their stray and surrendered animals. Each contract was for a 12 month period from January through December. The contract fee for these cities was \$61 per animal, invoiced each month according to the amount of animals brought in the previous year.

Washington County was given a contract in 2001 to expire in 2004. The contract fee was \$36 per animal. The county was billed on a monthly basis for the current year. In 2004, Fayetteville Animal Services met with the county animal advisory committee and communicated that an increase in sheltering fees would occur in the next year due to increased sheltering costs. In June 2004, the county agreed to pay \$50 per animal, but not to exceed \$2,535 per month for sheltering until 2005.

Two municipalities, Lincoln and Prairie Grove had contracts designated for euthanasia services only provided by Fayetteville from the year 2000 to 2004. The two cities paid \$10 per animal. This fee no longer covers the cost of incineration and does not take into account the time of a euthanasia technician and caretaker, nor does it cover the cost of syringes and euthanasia solution.

Due to all contracts expiring in 2004, the decision was made to offer the same consistent sheltering services to Washington County and above mentioned municipalities. Communications were made with the cities to inform them an increase in fees was to be expected. The following is the amount of animals sheltered from the above named and the cost incurred at a rate of \$75 per animal.



Municipality	Number of Animals	Fee per year/month
Elm Springs	8	\$600/\$50
Farmington	195	\$14,625/\$1,218.75
Goshen	11	\$825/\$68.75
Greenland	7	\$525/\$43.75
Lincoln	122	\$9,150/\$762.50
Prairie Grove	174	\$13,050/\$1,087.50
Tontitown	12	\$900/\$75
Washington County	820	\$61,500/\$5,125
West Fork	92	\$6,900/\$575
Winslow	8	\$600/\$50
Total: 10	1,449	\$108,675/\$9,056.25

The above amounts are based on 2004 numbers.

The decision to no longer offer euthanasia service only contracts was made due to the high stress level placed on the shelter staff. If an animal brought in by those two municipalities was highly adoptable, the decision to place the animal up for adoption was not for the shelter staff to make. Concerning this highly skilled and stressful task, it was not humane to euthanize an animal sure to get a home, nor demand the staff to perform such duty. I have attached a few articles explaining this task and the issues surrounding the complex function shelter employees must face each day in a sometimes hostile environment.

The fee of \$75 was figured by taking the 2004 shelter program costs and dividing it by the number of animals taken in by the shelter. This cost includes the Shelter program only; it does not include the Emergency/Patrol program or the Veterinarian/Clinic program budgets. The following is the breakdown of costs:

Personnel	\$264,460
Materials/Supplies	\$ 37,335
Services/Utilities	\$ 48,526
Maintenance	\$ 35,306

Total **\$385,627** Divided by total number of animals sheltered
5,091 for 2004 is \$75.74 spent per animal.

Offering these contracts does not provide revenue for the Animal Services Division; it is not only the animals that we must care for, but also the city's citizens. Animal Services



staff field phone calls from these city's citizens along with spending time explaining the process, educating, and gathering information when they surrender an animal to the shelter. This takes time and kennel space away from the citizens of Fayetteville and Fayetteville animals.

Offering these contracts to the municipalities who do not have sheltering facilities is a humane approach to the overpopulation problem and ensures the animals are given excellent care and humane treatment. To help in the battle of pet overpopulation, all municipalities in Washington County and the citizens of Fayetteville should be encouraged to utilize the county's free low income spay/neuter program and Fayetteville's \$10 low income spay/neuter service. These services should be emphasized to decrease the amount of homeless animals needing to be sheltered.

Enclosures

cc: Mayor Coody
Chief Johnson
Capt. Tabor
Capt. Yates
Judy Cohea

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTER-LOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND THE CITY OF FARMINGTON, ARKANSAS TO PROVIDE ANIMAL SHELTERING SERVICES TO THE CITY OF FARMINGTON FOR 2005.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Farmington, Arkansas to provide animal sheltering services to the City of Farmington for 2005. A copy of the agreement, marked Exhibit "A" is attached hereto, and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor and City Clerk to execute the Inter-Local Agreement with the City of Farmington, Arkansas.

PASSED and APPROVED this 19th day of April 2005.

APPROVED:

By:

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk



CITY OF FARMINGTON

354 West Main Street
P.O. Box 150
Farmington, Arkansas 72730

(479) 267-3865
(479) 267-3411
(479) 267-5511 (Fax)

RECEIVED

FEB 18 2005

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

A. 3
City of Farmington
Ind. Local Agreement
Page 5 of 12

February 16, 2005

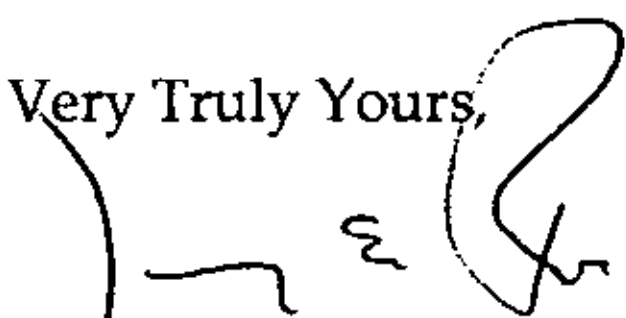
Honorable Dan Coody
Mayor, City of Fayetteville
113 West Mountain
Fayetteville, Ar. 72701

Dear Mayor Coody,

Enclosed please find the original of the negotiated agreement between the City of Farmington and the City of Fayetteville regarding animal sheltering services for 2005 for your signature. I have also enclosed the resolution approving the agreement.

Upon signing, please return the original to our office and keep a signed copy for your records. If I may cooperate in any manner you have only to ask. Thanks for your attention to this matter.

Very Truly Yours,


Jerry E. Rose
City Business Manager

RESOLUTION NO. 2036

A RESOLUTION APPROVING AN INTER-LOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND THE CITY OF FARMINGTON, ARKANSAS TO PROVIDE ANIMAL SHELTERING SERVICES TO THE CITY OF FARMINGTON FOR THE FISCAL YEAR 2005.

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

Section 1: That the City Council of the City of Farmington, Arkansas hereby approves an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Farmington, Arkansas to provide animal sheltering services to the City of Farmington for the fiscal year of 2005. A copy of the agreement, marked Exhibit "A" is attached hereto, and made a part hereof.

Section 2: That the City Council of the City of Farmington, Arkansas hereby authorizes the Mayor and City Clerk to execute the Inter-Local Agreement with the City of Fayetteville, Arkansas.

PASSED AND APPROVED this 14th day of February, 2005.

APPROVED:

By: John Harris
John Harris, Mayor

ATTEST:

Jean Swift
Jean Swift, City Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,
ARKANSAS AND CITY OF FARMINGTON, ARKANSAS**

THIS AGREEMENT is entered into this 14th day of February, 2005, by and between the City of Fayetteville, and the City of Farmington, Arkansas, concerning animal sheltering services;

WHEREAS, A.C.A. Section 25-20-108, Interlocal Corporation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of the entities; and

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and the City of Farmington; and

WHEREAS, the city of Fayetteville possesses the necessary facilities to provide animal sheltering services to the city of Farmington.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties' contained herein and other good and valuable consideration, the parties agree as follows:

Article I

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by Farmington Citizens and designated Animal Control Officers for the City of Farmington, with the term of this agreement to commence January 1, 2005 and remain in effect until December 31, 2005.

Article II

The City of Farmington agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term this agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance with its policy by providing a written 30-day notice of cancellation to the Mayor of the City of Farmington. If within the 30-day period, the City of Farmington fails to be in compliance with the operating policy, this agreement is terminated, the City of Fayetteville is no longer obligated under the terms of this agreement, and the City of Farmington is not obligated for the remaining monies owed under this agreement.

Article III

The City of Farmington agrees to pay an annual sheltering services fee of Fourteen Thousand Six Hundred Twenty-Five Dollars (\$14,625) to the City of Fayetteville in

the form of 12 monthly payments of One Thousand Two Hundred Eighteen and 75/100 Dollars (\$1218.75). Payment shall be due on or before the first day of each month. The annual sheltering services fee in this agreement is based upon the total number of animals delivered to the shelter by Farmington citizens and the designated Animal Control Officers during the fiscal year of 2004.

Article IV

For recordation purposes, the City of Farmington's account will be charged or debited at the rate of \$75 as an impound fee for each animal delivered to the animal shelter by Farmington officials during the term of this agreement. In the event an animal is reclaimed by its owner within 24 hours of being delivered to the animal shelter by Farmington officials, the City of Fayetteville will credit the Farmington account for the \$75 impound fee. An additional sum of \$5 per day will be charged to the owners of animals that are impounded for over 5 days at the animal shelter. The City of Farmington is responsible for collecting impound fees from Farmington citizens. The City of Fayetteville is responsible for the collecting the per diem fee of \$5 for each day an animal is impounded beyond the 5-day period.

The parties acknowledge that the City of Farmington is not responsible and its account will not be charged or debited for impound fees for animals delivered to the animal shelter by citizens who do not present a receipt for the payment of impound fees to the City of Farmington. Further, Farmington citizens may not reclaim an animal from the animal shelter without first presenting a receipt for the impound fee and any other fees that may be incurred and charged by the City of Farmington.

Farmington officials will be provided a key and access to the temporary holding kennels and cages at the animal shelter 24 hours a day, seven days a week. Farmington citizens wishing to surrender an animal to the shelter will be provided, upon request, an appointment to deliver the animal with proof of payment of the impound fee.

Every animal brought to the animal shelter will be held for a period of five days. At the expiration of five days, the animal will be temperament tested for aggression and made available for adoption. If the animal fails the temperament test, it will be euthanized. Any animals housed at the shelter over five days will become the property of the City of Fayetteville. Citizens that reclaim their animal after five days must present proof of payment of the impound fee to the City of Farmington and are solely responsible for payment of the sum of five dollars (\$5) per day for each additional day the animal is housed at the animal shelter.

In addition to the annual sheltering services fee, the City of Farmington will be charged and invoiced separately for stray bite quarantine and shipping expenses for rabies testing. Quarantine boarding fees are \$10 for 10 days and the shipping charge will be \$50 for each animal.

Article V

The City of Fayetteville agrees to provide medical treatment for minor injuries to animals, but will not be responsible for serious injuries to animals delivered to the animal shelter. The City of Fayetteville will provide assistance in drafting animal control ordinances, educational programming, professional consultation regarding animal control matters, and assistance in all other areas necessary and proper to effectuate the highest level of cooperation between the cities of Farmington and Fayetteville.

Article VI

The parties acknowledge a contract for animal sheltering services between the City of Fayetteville and Washington County, Arkansas. The agreement does not provide for services within the corporate boundaries of any incorporated city in Washington County. The parties further agree that this agreement will terminate in the event the City of Farmington enters into an animal sheltering services agreement with Washington County, Arkansas. In any event, the City of Farmington and the City of Fayetteville shall have the right to terminate this agreement upon providing a 30-day written notice.

Article VII

Neither party may assign its rights or obligations under this agreement without the express written consent of the other.

Article VIII

This agreement shall be interpreted according to and enforced pursuant to the laws of the State of Arkansas.

Article IX

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

Article X

The City of Farmington shall indemnify and hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this agreement; provided however, nothing in this agreement shall be construed to alter,

limit or otherwise compromise the immunity afforded the City of Fayetteville and the City of Farmington under the Constitution and statutes of the State of Arkansas.

Article XI

It is agreed that the failure of any party to invoke any of the available remedies under this agreement for one or more breaches or defaults shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

Article XII

This agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this agreement shall be valid unless made in writing and executed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of Farmington have executed this agreement as of the date first written above.

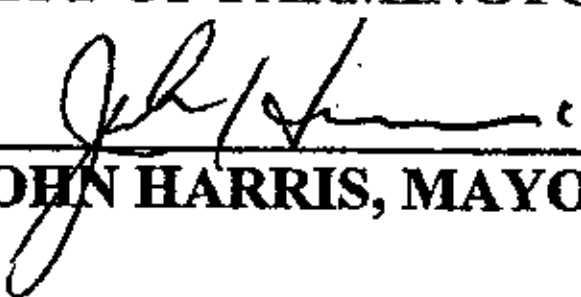
CITY OF FAYETTEVILLE, ARKANSAS

DAN COODY, MAYOR

ATTEST:

SONDRA SMITH, CITY CLERK

CITY OF FARMINGTON, ARKANSAS



JOHN HARRIS, MAYOR

ATTEST:



JEAN SWIFT, CITY CLERK

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

A. 3
City of Farmington
Inter-Local Agreement
Page 11 of 12

19-Apr-05

City Council Meeting Date

Jill Hatfield

Submitted By

Animal Services

Division

Police

Department

Action Required:

A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Farmington, Arkansas to provide animal sheltering services to the City of Farmington for 2005.

Cost of this request

Category/Project Budget

Program Category / Project Name

Account Number

Funds Used to Date

Program / Project Category Name

Project Number

Remaining Balance

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

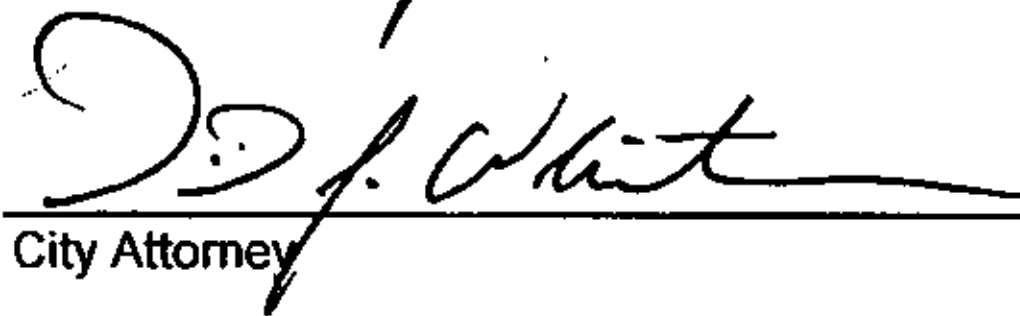

Department Director

4/1/05
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:


City Attorney

4/1/05


Finance and Internal Service Director

4-4-05
Date

Received in City Clerk's Office

Received in Mayor's Office

ENTERED
4/4/05
PH

ENTERED
4-1-05
T

Mayor

Date

Comments:



MEMORANDUM

TO: City Council Members

FROM: Jill Hatfield, Animal Services Superintendent

A handwritten signature in black ink, appearing to be "JH", written over the name "Jill Hatfield" in the "FROM" line.

DATE: April 1, 2005

RE: Supplemental Information regarding Inter-Local Sheltering Contracts

The City of Fayetteville Animal Services has offered inter-local sheltering contracts to surrounding municipalities since 1995. In 2000 six cities contracted with Fayetteville for sheltering of their stray and surrendered animals. Each contract was for a 12 month period from January through December. The contract fee for these cities was \$61 per animal, invoiced each month according to the amount of animals brought in the previous year.

Washington County was given a contract in 2001 to expire in 2004. The contract fee was \$36 per animal. The county was billed on a monthly basis for the current year. In 2004, Fayetteville Animal Services met with the county animal advisory committee and communicated that an increase in sheltering fees would occur in the next year due to increased sheltering costs. In June 2004, the county agreed to pay \$50 per animal, but not to exceed \$2,535 per month for sheltering until 2005.

Two municipalities, Lincoln and Prairie Grove had contracts designated for euthanasia services only provided by Fayetteville from the year 2000 to 2004. The two cities paid \$10 per animal. This fee no longer covers the cost of incineration and does not take into account the time of a euthanasia technician and caretaker, nor does it cover the cost of syringes and euthanasia solution.

Due to all contracts expiring in 2004, the decision was made to offer the same consistent sheltering services to Washington County and above mentioned municipalities. Communications were made with the cities to inform them an increase in fees was to be expected. The following is the amount of animals sheltered from the above named and the cost incurred at a rate of \$75 per animal.



Municipality	Number of Animals	Fee per year/month
Elm Springs	8	\$600/\$50
Farmington	195	\$14,625/\$1,218.75
Goshen	11	\$825/\$68.75
Greenland	7	\$525/\$43.75
Lincoln	122	\$9,150/\$762.50
Prairie Grove	174	\$13,050/\$1,087.50
Tontitown	12	\$900/\$75
Washington County	820	\$61,500/\$5,125
West Fork	92	\$6,900/\$575
Winslow	8	\$600/\$50
Total: 10	1,449	\$108,675/\$9,056.25

The above amounts are based on 2004 numbers.

The decision to no longer offer euthanasia service only contracts was made due to the high stress level placed on the shelter staff. If an animal brought in by those two municipalities was highly adoptable, the decision to place the animal up for adoption was not for the shelter staff to make. Concerning this highly skilled and stressful task, it was not humane to euthanize an animal sure to get a home, nor demand the staff to perform such duty. I have attached a few articles explaining this task and the issues surrounding the complex function shelter employees must face each day in a sometimes hostile environment.

The fee of \$75 was figured by taking the 2004 shelter program costs and dividing it by the number of animals taken in by the shelter. This cost includes the Shelter program only; it does not include the Emergency/Patrol program or the Veterinarian/Clinic program budgets. The following is the breakdown of costs:

Personnel	\$264,460
Materials/Supplies	\$ 37,335
Services/Utilities	\$ 48,526
Maintenance	\$ 35,306
Total	\$385,627 Divided by total number of animals sheltered 5,091 for 2004 is \$75.74 spent per animal.

Offering these contracts does not provide revenue for the Animal Services Division; it is not only the animals that we must care for, but also the city's citizens. Animal Services



staff field phone calls from these city's citizens along with spending time explaining the process, educating, and gathering information when they surrender an animal to the shelter. This takes time and kennel space away from the citizens of Fayetteville and Fayetteville animals.

Offering these contracts to the municipalities who do not have sheltering facilities is a humane approach to the overpopulation problem and ensures the animals are given excellent care and humane treatment. To help in the battle of pet overpopulation, all municipalities in Washington County and the citizens of Fayetteville should be encouraged to utilize the county's free low income spay/neuter program and Fayetteville's \$10 low income spay/neuter service. These services should be emphasized to decrease the amount of homeless animals needing to be sheltered.

Enclosures

cc: Mayor Coody
Chief Johnson
Capt. Tabor
Capt. Yates
Judy Cohea

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTER-LOCAL AGREEMENT
BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND THE
CITY OF WINSLOW, ARKANSAS TO PROVIDE ANIMAL
SHELTERING SERVICES TO THE CITY OF WINSLOW FOR 2005.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Winslow, Arkansas to provide animal sheltering services to the City of Winslow for 2005. A copy of the agreement, marked Exhibit "A" is attached hereto, and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor and City Clerk to execute the Inter-Local Agreement with the City of Winslow, Arkansas.

PASSED and APPROVED this 19th day of April 2005

APPROVED:

By:

DAN GOODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

DRAFT

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,
ARKANSAS AND CITY OF WINSLOW, ARKANSAS**

THIS AGREEMENT is entered into this 10 day of Jan, 2005, by and between the **CITY OF FAYETTEVILLE**, and the **CITY OF WINSLOW, ARKANSAS**, concerning the provision of animal sheltering services;

WHEREAS, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and City of Winslow; and

WHEREAS, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of Winslow.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

Article I

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by Winslow citizens and designated animal control officers.

Article II

The City of Winslow agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

Article III

The City of Winslow agrees to pay an annual sheltering services fee of Six Hundred dollars (\$600) to the City of Fayetteville in the form of twelve (12) monthly payments of Fifty dollars (\$50). Payment shall be due on or before the first day of each month. The annual sheltering services fee shall be based upon the total number of animals delivered to the shelter by Winslow citizens and designated animal control officers during the previous year.

Article IV

This agreement shall remain in effect until midnight December 31, 2005.

Article V

The City of Fayetteville agrees to provide assistance to the City of Winslow in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the two cities.

Article VI

Both Cities acknowledge the existence of a county wide animals sheltering agreement between the City of Fayetteville and Washington County, but which currently excludes the corporate boundaries of any incorporated cities. The Cities agree that this Agreement shall automatically terminate in the event that the City of Winslow enters into an animal sheltering services agreement with Washington County, Arkansas. In any event, either City shall have the right to terminate this Agreement upon Thirty (30) days written notice to the other.

Article VII

Neither City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

Article VIII

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

Article IX

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

Article X

The City of Winslow shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement, provided that nothing in this Agreement shall be construed to alter, limit or

otherwise compromise that immunity afforded the City of Fayetteville or the City of Winslow under the Constitution and Statutes of the State of Arkansas.

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Article XI

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It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

Article XII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of Winslow have executed this Agreement on or as of the date first written above.

CITY OF FAYETTEVILLE, ARKANSAS

DAN COODY, Mayor

ATTEST:

SONDRA SMITH, City Clerk

CITY OF WINSLOW,
ARKANSAS

LARRY E. JARNAGAN, Mayor

ATTEST:

MARY BROMLEY, City Clerk

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

A. 4
City of Winslow
Inter-Local Agreement
Page 8 of 8

19-Apr-05

City Council Meeting Date

Jill Hatfield

Submitted By

Animal Services

Division

Police

Department

Action Required:

A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Winslow, Arkansas to provide animal sheltering services to the City of Winslow for 2005.

Cost of this request

Account Number

Project Number

Category/Project Budget

Funds Used to Date

\$ -

Remaining Balance

Program Category / Project Name

Program / Project Category Name

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Frank Goh
Department Director

4/1/05
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

D. J. Whit
City Attorney

Alph Davis
Finance and Internal Service Director

4-4-05
Date

Received in City Clerk's Office



Received in Mayor's Office



Mayor

Date

Comments:



MEMORANDUM

TO: City Council Members

FROM: Jill Hatfield, Animal Services Superintendent 

DATE: April 1, 2005

RE: Supplemental Information regarding Inter-Local Sheltering Contracts

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Due to all contracts expiring in 2004, the decision was made to offer the same consistent sheltering services to Washington County and above mentioned municipalities. Communications were made with the cities to inform them an increase in fees was to be expected. The following is the amount of animals sheltered from the above named and the cost incurred at a rate of \$75 per animal.



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Total: 10	1,449	\$108,675/\$9,056.25

The above amounts are based on 2004 numbers.

The decision to no longer offer euthanasia service only contracts was made due to the high stress level placed on the shelter staff. If an animal brought in by those two municipalities was highly adoptable, the decision to place the animal up for adoption was not for the shelter staff to make. Concerning this highly skilled and stressful task, it was not humane to euthanize an animal sure to get a home, nor demand the staff to perform such duty. I have attached a few articles explaining this task and the issues surrounding the complex function shelter employees must face each day in a sometimes hostile environment.

The fee of \$75 was figured by taking the 2004 shelter program costs and dividing it by the number of animals taken in by the shelter. This cost includes the Shelter program only; it does not include the Emergency/Patrol program or the Veterinarian/Clinic program budgets. The following is the breakdown of costs:

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Maintenance	\$ 35,306

Total **\$385,627** Divided by total number of animals sheltered
5,091 for 2004 is \$75.74 spent per animal.

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staff field phone calls from these city's citizens along with spending time explaining the process, educating, and gathering information when they surrender an animal to the shelter. This takes time and kennel space away from the citizens of Fayetteville and Fayetteville animals.

Offering these contracts to the municipalities who do not have sheltering facilities is a humane approach to the overpopulation problem and ensures the animals are given excellent care and humane treatment. To help in the battle of pet overpopulation, all municipalities in Washington County and the citizens of Fayetteville should be encouraged to utilize the county's free low income spay/neuter program and Fayetteville's \$10 low income spay/neuter service. These services should be emphasized to decrease the amount of homeless animals needing to be sheltered.

Enclosures

cc: Mayor Coody
Chief Johnson
Capt. Tabor
Capt. Yates
Judy Cohea

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTER-LOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND THE CITY OF WEST FORK, ARKANSAS TO PROVIDE ANIMAL SHELTERING SERVICES TO THE CITY OF WEST FORK FOR 2005.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of West Fork, Arkansas to provide animal sheltering services to the City of West Fork for 2005. A copy of the agreement, marked Exhibit "A" is attached hereto, and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor and City Clerk to execute the Inter-Local Agreement with the City of West Fork, Arkansas.

PASSED and APPROVED this 19th day of April 2005.

APPROVED:

By:

DAN GOODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

RESOLUTION NO. 2005-05

A RESOLUTION APPROVING AN INTER-LOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND THE CITY OF WEST FORK, ARKANSAS TO PROVIDE ANIMAL SHELTERING SERVICES TO THE CITY OF WEST FORK FOR THE 2005 YEAR.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST FORK, ARKANSAS:

Section 1. That the City Council of the City of West Fork, Arkansas hereby approves an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of West Fork, Arkansas to provide animal sheltering services to the City of West Fork for the 2005 year. A copy of the agreement, marked Exhibit "A" is attached hereto, and made a part hereof.

Section 2.; That the City Council of the City of West Fork, Arkansas hereby authorizes the Mayor and City Clerk to execute the Inter-Local Agreement with the City of Fayetteville, Arkansas.

PASSED AND APPROVED this 8th day of March, 2005.

APPROVED:

By:


Virgil L. Blackmon, Mayor

ATTEST:

By: 
Paula Caudle, City Clerk



**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,
ARKANSAS AND CITY OF WEST FORK, ARKANSAS**

THIS AGREEMENT is entered into this 8th day of MARCH, 2005, by and between the CITY OF FAYETTEVILLE, and the CITY OF WEST FORK, ARKANSAS, concerning the provision of animal sheltering services;

WHEREAS, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and City of West Fork; and

WHEREAS, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of West Fork.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

Article I

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by West Fork citizens and designated animal control officers.

Article II

The City of West Fork agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

Article III

The City of West Fork agrees to pay an annual sheltering services fee of Six Thousand Nine Hundred dollars (\$6,900) to the City of Fayetteville in the form of twelve (12) monthly payments of Five Hundred Seventy-Five dollars (\$575). Payment shall be due on or before the first day of each month. The annual sheltering services fee shall be based upon the total number of animals delivered to the shelter by West Fork citizens and designated animal control officers during the previous year.

Article IV

This agreement shall remain in effect until midnight December 31, 2005.

Article V

The City of Fayetteville agrees to provide assistance to the City of West Fork in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the two cities.

Article VI

Both Cities acknowledge the existence of a county wide animals sheltering agreement between the City of Fayetteville and Washington County, but which currently excludes the corporate boundaries of any incorporated cities. The Cities agree that this Agreement shall automatically terminate in the event that the City of West Fork enters into an animal sheltering services agreement with Washington County, Arkansas. In any event, either City shall have the right to terminate this Agreement upon Thirty (30) days written notice to the other.

Article VII

Neither City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

Article VIII

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

Article IX

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

Article X

The City of West Fork shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement,

provided that nothing in this Agreement shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville or the City of West Fork under the Constitution and Statutes of the State of Arkansas.

Article XI

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

Article XII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of West Fork have executed this Agreement on or as of the date first written above.

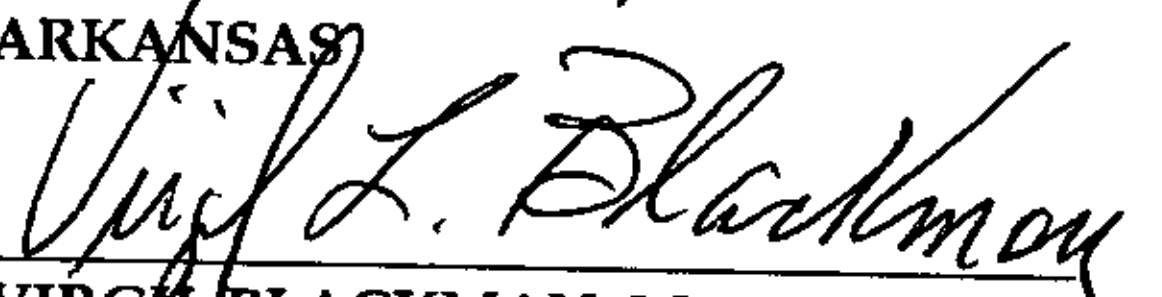
CITY OF FAYETTEVILLE, ARKANSAS

DAN COODY, Mayor

ATTEST:

SONDRA SMITH, City Clerk

CITY OF WEST FORK,
ARKANSAS



VIRGIL BLACKMAN, Mayor

ATTEST:



PAULA CAUDLE, City Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,
ARKANSAS AND CITY OF WEST FORK, ARKANSAS**

THIS AGREEMENT is entered into this 8th day of MARCH, 2005, by and between the **CITY OF FAYETTEVILLE**, and the **CITY OF WEST FORK, ARKANSAS**, concerning the provision of animal sheltering services;

WHEREAS, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and City of West Fork; and

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IN WITNESS WHEREOF, the City of Fayetteville and the City of West Fork have executed this Agreement on or as of the date first written above.

CITY OF FAYETTEVILLE, ARKANSAS

DAN COODY, Mayor

ATTEST:

SONDRA SMITH, City Clerk

CITY OF WEST FORK,
ARKANSAS



VIRGIL BLACKMAN, Mayor

ATTEST:



PAULA CAUDLE, City Clerk

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

A. 5
City of West Fork
Inter-Local Agreement
Page 12 of 12

19-Apr-05
City Council Meeting Date

Jill Hatfield

Submitted By

Animal Services

Division

Police

Department

Action Required:

A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of West Fork, Arkansas to provide animal sheltering services to the City of West Fork for 2005.

Cost of this request

Account Number

Project Number

Category/Project Budget

Funds Used to Date

\$ -

Remaining Balance

Program Category / Project Name

Program / Project Category Name

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Frank Johnson
Department Director

4/1/05
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

D.D. Whit
City Attorney

4/1/05
Date

Stephen
Finance and Internal Service Director

4-4-05
Date

Received in City Clerk's Office



Received in Mayor's Office



Mayor

Date

Comments:



MEMORANDUM

TO: City Council Members

FROM: Jill Hatfield, Animal Services Superintendent

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DATE: April 1, 2005

RE: Supplemental Information regarding Inter-Local Sheltering Contracts

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Total: 10	1,449	\$108,675/\$9,056.25

The above amounts are based on 2004 numbers.

The decision to no longer offer euthanasia service only contracts was made due to the high stress level placed on the shelter staff. If an animal brought in by those two municipalities was highly adoptable, the decision to place the animal up for adoption was not for the shelter staff to make. Concerning this highly skilled and stressful task, it was not humane to euthanize an animal sure to get a home, nor demand the staff to perform such duty. I have attached a few articles explaining this task and the issues surrounding the complex function shelter employees must face each day in a sometimes hostile environment.

The fee of \$75 was figured by taking the 2004 shelter program costs and dividing it by the number of animals taken in by the shelter. This cost includes the Shelter program only; it does not include the Emergency/Patrol program or the Veterinarian/Clinic program budgets. The following is the breakdown of costs:

Personnel	\$264,460
Materials/Supplies	\$ 37,335
Services/Utilities	\$ 48,526
Maintenance	\$ 35,306

Total **\$385,627** Divided by total number of animals sheltered
5,091 for 2004 is \$75.74 spent per animal.

Offering these contracts does not provide revenue for the Animal Services Division; it is not only the animals that we must care for, but also the city's citizens. Animal Services



staff field phone calls from these city's citizens along with spending time explaining the process, educating, and gathering information when they surrender an animal to the shelter. This takes time and kennel space away from the citizens of Fayetteville and Fayetteville animals.

Offering these contracts to the municipalities who do not have sheltering facilities is a humane approach to the overpopulation problem and ensures the animals are given excellent care and humane treatment. To help in the battle of pet overpopulation, all municipalities in Washington County and the citizens of Fayetteville should be encouraged to utilize the county's free low income spay/neuter program and Fayetteville's \$10 low income spay/neuter service. These services should be emphasized to decrease the amount of homeless animals needing to be sheltered.

Enclosures

cc: Mayor Coody
Chief Johnson
Capt. Tabor
Capt. Yates
Judy Cohea

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTER-LOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND THE CITY OF TONTITOWN, ARKANSAS TO PROVIDE ANIMAL SHELTERING SERVICES TO THE CITY OF TONTITOWN FOR 2005.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Tontitown, Arkansas to provide animal sheltering services to the City of Tontitown for 2005. A copy of the agreement, marked Exhibit "A" is attached hereto, and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor and City Clerk to execute the Inter-Local Agreement with the City of Tontitown, Arkansas.

PASSED and APPROVED this 19th day of April 2005.

APPROVED:

By: _____

DAN GOODY, Mayor

ATTEST:

By: _____

SONDRA SMITH, City Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,
ARKANSAS AND CITY OF TONTITOWN, ARKANSAS**

THIS AGREEMENT is entered into this 19 day of January, 2005, by and between the CITY OF FAYETTEVILLE, and the CITY OF TONTITOWN, ARKANSAS, concerning the provision of animal sheltering services;

WHEREAS, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and City of Tontitown; and

WHEREAS, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of Tontitown.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

Article I

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by Tontitown citizens and designated animal control officers.

Article II

The City of Tontitown agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

Article III

The City of Tontitown agrees to pay an annual sheltering services fee of Nine Hundred dollars (\$900) to the City of Fayetteville in the form of twelve (12) monthly payments of Seventy-Five dollars (\$75). Payment shall be due on or before the first day of each month. The annual sheltering services fee shall be based upon the total number of animals delivered to the shelter by Tontitown citizens and designated animal control officers during the previous year.

Article IV

This agreement shall remain in effect until midnight December 31, 2005.

Article V

The City of Fayetteville agrees to provide assistance to the City of Tontitown in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the two cities.

Article VI

Both Cities acknowledge the existence of a county wide animals sheltering agreement between the City of Fayetteville and Washington County, but which currently excludes the corporate boundaries of any incorporated cities. The Cities agree that this Agreement shall automatically terminate in the event that the City of Tontitown enters into an animal sheltering services agreement with Washington County, Arkansas. In any event, either City shall have the right to terminate this Agreement upon Thirty (30) days written notice to the other.

Article VII

Neither City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

Article VIII

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

Article IX

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

Article X

The City of Tontitown shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement,

provided that nothing in this Agreement shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville or the City of Tontitown under the Constitution and Statutes of the State of Arkansas.

Article XI

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

Article XII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of Tontitown have executed this Agreement on or as of the date first written above.



ATTEST:

Sondra Smith
SONDRA SMITH, City Clerk

CITY OF FAYETTEVILLE, ARKANSAS

Dan Coody
DAN COODY, Mayor

CITY OF TONTITOWN,
ARKANSAS

Sherry Pianta
DANIEL WATSON, Mayor
Sherry Pianta, Acting Mayor

ATTEST:

Sherry Pianta
FRANCES FRANCO, City Clerk
Sherry Pianta

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

A. 6
City of Tontitown
Inter-Local Agreement
Page 8 of 8

19-Apr-05
City Council Meeting Date

Jill Hatfield

Submitted By

Animal Services

Division

Police

Department

Action Required:

A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Tontitown, Arkansas to provide animal sheltering services to the City of Tontitown for 2005.

Cost of this request

Category/Project Budget

Program Category / Project Name

Account Number

Funds Used to Date

Program / Project Category Name

Project Number

\$

Remaining Balance

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Department Director

Date

City Attorney

Finance and Internal Service Director

Date

Mayor

Date

Received in City Clerk's Office

ENTERED

4-1-05

Received in Mayor's Office

ENTERED

4/4/05

Comments:



MEMORANDUM

TO: City Council Members

FROM: Jill Hatfield, Animal Services Superintendent 

DATE: April 1, 2005

RE: Supplemental Information regarding Inter-Local Sheltering Contracts

The City of Fayetteville Animal Services has offered inter-local sheltering contracts to surrounding municipalities since 1995. In 2000 six cities contracted with Fayetteville for sheltering of their stray and surrendered animals. Each contract was for a 12 month period from January through December. The contract fee for these cities was \$61 per animal, invoiced each month according to the amount of animals brought in the previous year.

Washington County was given a contract in 2001 to expire in 2004. The contract fee was \$36 per animal. The county was billed on a monthly basis for the current year. In 2004, Fayetteville Animal Services met with the county animal advisory committee and communicated that an increase in sheltering fees would occur in the next year due to increased sheltering costs. In June 2004, the county agreed to pay \$50 per animal, but not to exceed \$2,535 per month for sheltering until 2005.

Two municipalities, Lincoln and Prairie Grove had contracts designated for euthanasia services only provided by Fayetteville from the year 2000 to 2004. The two cities paid \$10 per animal. This fee no longer covers the cost of incineration and does not take into account the time of a euthanasia technician and caretaker, nor does it cover the cost of syringes and euthanasia solution.

Due to all contracts expiring in 2004, the decision was made to offer the same consistent sheltering services to Washington County and above mentioned municipalities. Communications were made with the cities to inform them an increase in fees was to be expected. The following is the amount of animals sheltered from the above named and the cost incurred at a rate of \$75 per animal.



Municipality	Number of Animals	Fee per year/month
Elm Springs	8	\$600/\$50
Farmington	195	\$14,625/\$1,218.75
Goshen	11	\$825/\$68.75
Greenland	7	\$525/\$43.75
Lincoln	122	\$9,150/\$762.50
Prairie Grove	174	\$13,050/\$1,087.50
Tontitown	12	\$900/\$75
Washington County	820	\$61,500/\$5,125
West Fork	92	\$6,900/\$575
Winslow	8	\$600/\$50
Total: 10	1,449	\$108,675/\$9,056.25

The above amounts are based on 2004 numbers.

The decision to no longer offer euthanasia service only contracts was made due to the high stress level placed on the shelter staff. If an animal brought in by those two municipalities was highly adoptable, the decision to place the animal up for adoption was not for the shelter staff to make. Concerning this highly skilled and stressful task, it was not humane to euthanize an animal sure to get a home, nor demand the staff to perform such duty. I have attached a few articles explaining this task and the issues surrounding the complex function shelter employees must face each day in a sometimes hostile environment.

The fee of \$75 was figured by taking the 2004 shelter program costs and dividing it by the number of animals taken in by the shelter. This cost includes the Shelter program only; it does not include the Emergency/Patrol program or the Veterinarian/Clinic program budgets. The following is the breakdown of costs:

Personnel	\$264,460
Materials/Supplies	\$ 37,335
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Maintenance	\$ 35,306

Total **\$385,627** Divided by total number of animals sheltered
5,091 for 2004 is \$75.74 spent per animal.

Offering these contracts does not provide revenue for the Animal Services Division; it is not only the animals that we must care for, but also the city's citizens. Animal Services



staff field phone calls from these city's citizens along with spending time explaining the process, educating, and gathering information when they surrender an animal to the shelter. This takes time and kennel space away from the citizens of Fayetteville and Fayetteville animals.

Offering these contracts to the municipalities who do not have sheltering facilities is a humane approach to the overpopulation problem and ensures the animals are given excellent care and humane treatment. To help in the battle of pet overpopulation, all municipalities in Washington County and the citizens of Fayetteville should be encouraged to utilize the county's free low income spay/neuter program and Fayetteville's \$10 low income spay/neuter service. These services should be emphasized to decrease the amount of homeless animals needing to be sheltered.

Enclosures

cc: Mayor Coody
Chief Johnson
Capt. Tabor
Capt. Yates
Judy Cohea

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTER-LOCAL AGREEMENT
BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND
WASHINGTON COUNTY, ARKANSAS TO PROVIDE ANIMAL
SHELTERING SERVICES TO WASHINGTON COUNTY FOR 2005.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an Inter-Local Agreement between the City of Fayetteville, Arkansas and Washington County, Arkansas to provide animal sheltering services to Washington County for 2005. A copy of the agreement, marked Exhibit "A" is attached hereto, and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor and City Clerk to execute the Inter-Local Agreement with Washington County, Arkansas.

PASSED and APPROVED this 19th day of April 2005.

APPROVED:

By: _____

DAN GOODY, Mayor

ATTEST:

By: _____

SONDRA SMITH, City Clerk

DRAFT

JERRY HUNTON
County Judge



RECEIVED

FEB 09 2005

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

800 North College, Suite 500
Fayetteville, AR 72701

A. 7
Washington County
Inter-Local Agreement
Page 5 of 10

*Interlocal
Agreement
Wash. County*

WASHINGTON COUNTY, ARKANSAS
County Courthouse

February 8, 2005

Mayor Dan Coody
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

RE: Interlocal Agreement between Washington County and
the City of Fayetteville Concerning Animal Sheltering
Services.

Dear Mayor:

I am in receipt of the above agreement that you recently signed and returned to me.
However, it does not have the City Clerk's signature attesting your signature.

Please obtain her signature and return the original agreement to me in the enclosed
envelope.

Thanks!

A handwritten signature in cursive script, appearing to read "Karen", is written over the printed name.

Karen M. Beeks
Quorum Court Coordinator/Recorder
County Judge's Office

/kb

Encls (1)



**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,
ARKANSAS AND WASHINGTON COUNTY, ARKANSAS**

THIS AGREEMENT is entered into this 31st day of January 2005, by and between the CITY OF FAYETTEVILLE, and the COUNTY OF WASHINGTON, ARKANSAS, concerning the provision of animal sheltering services;

114-14-910. JH D.C.
WHEREAS, A.C.A. § ~~25-20-108~~, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and Washington County; and

WHEREAS, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to Washington County.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

Article I

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by designated animal control officers of Washington County.

Article II

Washington County agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

Article III

Washington County agrees to pay an annual sheltering services fee of Sixty one Thousand Five Hundred dollars (\$61,500) to the City of Fayetteville in the form of twelve (12) monthly payments of Five Thousand One Hundred Twenty-five dollars (\$5,125). Payment shall be due on or before the first day of each month. The annual sheltering services fee shall be based upon the total number of animals delivered to the shelter by Washington County citizens and designated animal control officers during the previous year.



Article IV

This agreement shall remain in effect until midnight December 31, 2005.

Article V

The City of Fayetteville agrees to provide assistance to Washington County in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the City of Fayetteville and Washington County.

Article VI

Neither the City of Fayetteville nor Washington County may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

Article VII

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

Article VIII

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

Article IX

Washington County shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement, provided that nothing in this Agreement shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville or Washington County under the Constitution and Statutes of the State of Arkansas.

Article X

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of

such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

Article XI

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, ~~after an affirmative vote of a majority of each city's governing body.~~ *Not necessary*

IN WITNESS WHEREOF, the City of Fayetteville and Washington *D.C.* County have executed this Agreement on or as of the date first written above.

CITY OF FAYETTEVILLE, ARKANSAS

Dan Coody

DAN COODY, Mayor

ATTEST:

Sondra Smith

SONDRA SMITH, City Clerk

WASHINGTON COUNTY, ARKANSAS

Jerry Hunton

JERRY HUNTON, County Judge

ATTEST:

Karen Combs Pritchard

KAREN COMBS PRITCHARD, County Clerk

1-21-01

ADDENDUM TO
INTERLOCAL AGREEMENT BETWEEN THE
CITY OF FAYETTEVILLE, ARKANSAS AND WASHINGTON COUNTY, ARKANSAS

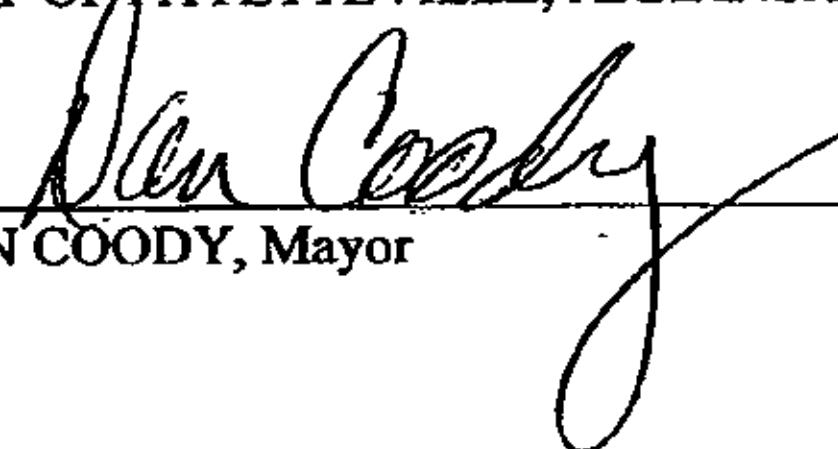
In the event the County determines it has insufficient funds to honor the terms of this contract, then such may be terminated upon 30 days written notice.



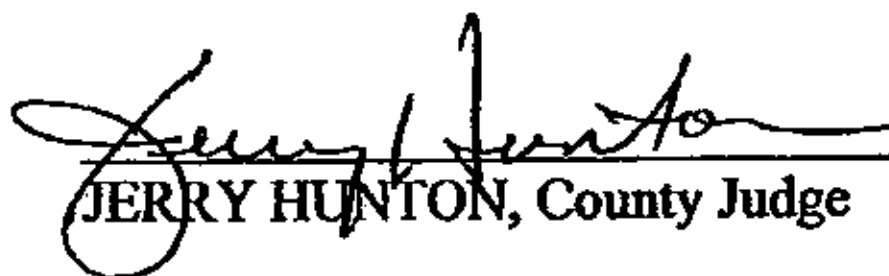
ATTEST:


SONDRA SMITH, City Clerk

CITY OF FAYETTEVILLE, ARKANSAS


DAN COODY, Mayor

WASHINGTON COUNTY, ARKANSAS


JERRY HUNTON, County Judge

ATTEST:


KAREN COMBS PRITCHARD, County Clerk

1-25-06
NUM

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

A. 7
Washington County
Inter-Local Agreement
Page 10 of 10

19-Apr-05

City Council Meeting Date

Jill Hatfield

Submitted By

Animal Services

Division

Police

Department

Action Required:

A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and Washington County, Arkansas to provide animal sheltering services to Washington County for 2005.

Cost of this request

Account Number

Project Number

Category/Project Budget

Funds Used to Date

\$ -

Remaining Balance

Program Category / Project Name

Program / Project Category Name

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Frank Johnson 4/1/05
Department Director Date

D.D. Whit 4/1/05
City Attorney Date

Steve Davis 4-4-05
Finance and Internal Service Director Date

Mayor Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office



Received in Mayor's Office



Comments:

City Council Agenda Item

To: Mayor and City Council
From: Brian Pugh, Waste Reduction Coordinator
Through: Gary Dumas, Director of Operations
Date: March 30, 2005
Subject: A resolution accepting two (2) grants from ADEQ and the Boston Mountain Solid Waste District in the amount of \$38,664.00 for the purchase of a wire tie system and for baler repairs; approving a budget adjustment to recognize the grant revenue; and awarding Bid No. 05-27 to Downing Sales & Service, Inc.

Recommendation: Fayetteville Solid Waste and Recycling Division staff recommend City Council approve a resolution authorizing the Fayetteville Solid Waste and Recycling Division to accept two (2) grants in the amount of \$38,664.00 from the Arkansas Department of Environmental Quality (ADEQ) through the Boston Mountain Solid Waste District for the purchase of a wire tie system and for baler repairs; approval of a budget adjustment to recognize the grant revenue; and award Bid No. 05-27 to Downing Sales and Service.

Background: In February, the Arkansas Department of Environmental Quality approved two recycling grants for the Fayetteville Solid Waste and Recycling Division. A replacement wire tie system for strapping bales of recycled materials along with improvements to the existing baler will maintain recycling program operations by updating equipment. The current wire tie machine has been in place since 1996 and is in need of replacement. Baler improvements include basic operating maintenance required for a baler of this age. These grants will enable the baling operation to maintain continued performance.

Discussion: Advertised sealed bids were taken for the wire tie equipment. Downing Sales & Service, Inc. bid a Leggett and Platt model 342 with specified options for \$32,176. A quote was received for the baler improvements from Downing Sales and Service in the amount of \$6,488. Wire tie equipment installation and baler improvements will be performed by the same company at the same time. The total amount of funds received from the grants will be \$38,664.

Budget Impact: Due to conditions of the grants, the Fayetteville Solid Waste and Recycling Division will be responsible for applicable use taxes which are approximately \$2,471.00. Taxes will be funded from the 2005 operating budget.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FAYETTEVILLE SOLID WASTE AND RECYCLING DIVISION TO ACCEPT TWO GRANTS TOTALING \$38,389.00 FROM THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) AND THE BOSTON MOUNTAIN SOLID WASTE DISTRICT FOR THE PURCHASE OF A WIRE TIE SYSTEM AND REPAIRS TO THE BALER; APPROVING A BUDGET ADJUSTMENT TO RECOGNIZE THE GRANT REVENUE; AND AWARDING BID # 05-27 TO DOWNING SALES & SERVICE, INC.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Fayetteville Solid Waste and Recycling Division to accept two grants totaling \$38,389.00 from the Arkansas Department of Environmental Quality (ADEQ) and the Boston Mountain Solid Waste District for the purchase of a wire tie system and repairs to the baler.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a Budget Adjustment to recognize the grant revenue.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid # 05-27 to Downing Sales & Service, Inc.

PASSED and APPROVED this 19th day of April, 2005.

APPROVED:

By:

DAN GOODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

Budget Year 2005	Department: Operations Division: Solid Waste & Recycling Program: Recycling	Date Requested 4/1/2005	Adjustment Number
-------------------------	---	--------------------------------	-------------------

Project or Item Added/Increased:

\$34,182 is requested in the fixed assets account for a replacement wire tie system and \$6,953 is requested in the vehicle and machine maintenance account for baler repairs.

Project or Item Deleted/Reduced:

To recognize \$38,664 of revenue from state grants.

Office supplies and printing will be reduced \$2,471 for sales/use taxes as stipulated by the grants.

Justification of this Increase:

The ADEQ grants will enhance the recycling baling operation by improving equipment.

Justification of this Decrease:

Sufficient funding in the office supplies and printing account will remain to meet 2005 objectives.

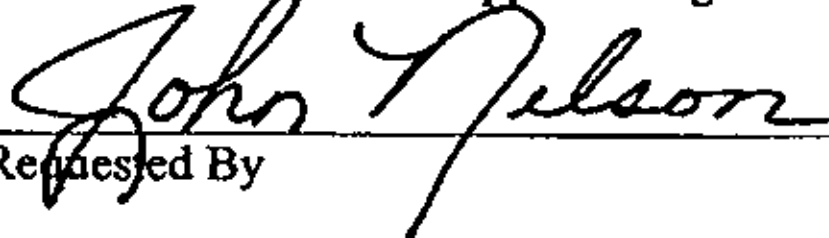
Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Fixed assets	5500	5060	5801	00	34,182	05035	1
Vehicle & machine maint	5500	5060	5403	00	6,953	05036	1

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
State grants-Capital	5500	0950	4302	00	32,176	05035	1
State Grants-Operational	5500	0950	4302	01	6,488	05036	1
Office supplies/printing	5500	5060	5200	00	2,471		

Approval Signatures


Requested By
4/1/2005
Date

Budget Manager
Date


Department Director
4-1-05
Date


Finance & Internal Services Director
4-4-05
Date

Mayor
Date

Budget Office Use Only

Type: A B C D E

Date of Approval
Initial Date

Posted to General Ledger
Initial Date

Posted to Project Accounting
Initial Date

Entered in Category Log
Initial Date

City Of Fayetteville

(Not a Purchase Order)

Vendor #: 3842		Vendor Name: Downing Sales and Service		Requisition No.:		Date: 3/30/2005	
Address:		Fob Point:		P.O. Number:		Expected Delivery Date: 6/6/2005	
City:		State:		Mail Yes: ☒ No: ☐		Quotes Attached Yes: ☒ No: ☐	
Requester: Brian Pugh		Requester's Employee #: 2133		Division Head Approval:		Extension: 685	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #
1	Wire Tie Model 342	1	ea	32,176.00	\$32,176.00	5500.5060.5801.00	Q 5035
2	Baler repairs	1	lot	6,488.00	\$6,488.00	5500.5060.5403.00	Q 5036
3					\$0.00		
4					\$0.00		
5					\$0.00		
6					\$0.00		
7					\$0.00		
8					\$0.00		
9					\$0.00		
10					\$0.00		
Shipping/Handling			Lot		\$0.00		
Special Instructions:							
				Subtotal:		\$38,664.00	
				Tax:		\$2,471.00	
				Total:		\$41,135.00	

Approvals:

Mayor: _____ Department Director: _____

Finance & Internal Services Director: _____ Budget Manager: _____

Dispatch Manager: _____ Utilities Manager: _____

Purchasing Manager: _____ IT Manager: _____ Other: _____



CITY OF FAYETTEVILLE

**113 W. Mountain St.
Fayetteville, AR 72701**

**SOLID WASTE AND RECYCLING
(479) 444-3494
INVITATION TO BID**

BID #: 05-27

DATE ISSUED: 3/9/2005

DATE & TIME OF OPENING: 3/28/2005 at 3:00 PM

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (479) 575-8289

THIS INVITATION TO BID IS BASED ON THE NEED FOR 1 - WIRE TIE SYSTEM, AS LISTED IN SPECIFICATIONS ATTACHED. HOWEVER, THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, WAIVE FORMALITIES IN THE BIDDING, AND MAKE A BID AWARD DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DATE REQUIRED AS A COMPLETE UNIT: 120 days from Date of Order

***GUARANTEED DELIVERY DATE: Approximately 7 weeks after receipt of order.**

F.O.B. Solid Waste and Recycling Division, Fayetteville, AR 72701

ITEM:	DESCRIPTION:	QUANTITY:	*PRICE EACH:	*TOTAL PRICE
1.	Wire Tie System and Installation	1	\$ <u>27,600.00</u>	\$ <u>27,600.00</u>

Please Specify for Unit Bid:

***MANUFACTURER: Leggett & Platt Company MODEL: 320**

TOTAL BID PRICE: \$ 27,600.00

Options:

Spare parts kit - Model 342 add \$3,276.00

Coil dust cover - add \$425.00

Platform/Dolly - add \$875.00

Please note: The above prices do not include any applicable sales tax.

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on. *Bids must be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid.* If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein. Unsigned bids will be rejected. Items marked * are mandatory for consideration.

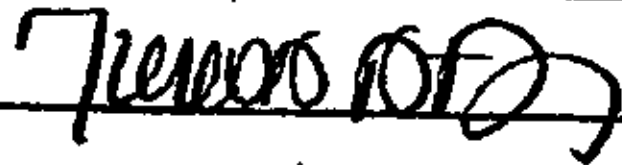
*NAME OF FIRM: Downing Sales & Service, Inc.

*BUSINESS ADDRESS: 3 Indigo Rd.

*CITY: Phillipsburg *STATE: MO *ZIP: 65722

*PHONE: 888 589 6227 FAX: 417 589 6753

*BY : (PRINTED NAME) Teresa Downing

*AUTHORIZED SIGNATURE: 

*TITLE: Secretary

PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED MANDATORY REQUIREMENTS FOR CONSIDERATION OF BID. FAILURE TO COMPLETE THESE ITEMS MAY RESULT IN REJECTION OF BID.

TERMS & CONDITIONS

1. All bids shall be submitted in a sealed envelope and must contain a matching electronic copy, bids will be submitted on forms acquired by the vendor from the City of Fayetteville Purchasing website (www.accessfayetteville.org).
2. The item bid and the bid number shall be stated on the face of the sealed bid envelope.
3. Bids received after the date and time set for receiving bids will not be considered.
4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
5. The bid price shall remain good and firm until project is completed.
6. All products delivered shall comply with applicable standards of quality.
7. Any exceptions to the specification requirements of the City of Fayetteville must be noted on the Bid Form.
8. Prices shall include all installation, labor, materials, overhead, profit, insurance, etc., to cover the furnishing of the items bid. **Sales tax is not to be included in the bid price.** Applicable Arkansas sales tax laws will apply to this bid, but will not be considered in award of the bid.
9. Each bidder shall state on the face of the bid form the anticipated number of days from the date of receipt of an order for delivery of equipment and installation to the City of Fayetteville. Failure to deliver on or before the time specified in the contract may subject the contractor to payment of damages or other appropriate sanctions.
10. Copy of the warranty shall accompany the bid, and any exceptions to the warranty shall be clearly noted on the bid form. Written warranties shall specify the greater of the manufacturer's standard warranty or the minimum warranty specified herein by the City.
11. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
12. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
13. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation of bid.
14. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening time and date listed on the bid form.
15. If products and/or components other than those described in this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. All requests for additional information must be received within five working days following the request. Each apparent low bid will be reviewed line by line to ensure compliance with specifications prior to recommendation for award.
16. Bids must be hand delivered or received by mail in the Purchasing Office, Room 306, 113 W. Mountain St. Fayetteville, AR 72701, on or before the time of closing listed on the face of the bid.
17. Items bid must be delivered FOB Solid Waste and Recycling Division, 1560 S. Happy Hollow Road, Fayetteville, AR 72701. Units must be fully assembled, serviced, and ready for operation as delivered unless otherwise specified. No dealer/distributor logo or other identification will be installed other than standard manufacturer name badges and specification plates.

SPECIFICATIONS – WIRE TIE SYSTEM

1. GENERAL -

- 1.1 Unit bid must meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums, unless otherwise noted.

2. MANUFACTURER / MODEL -

- 2.1 Unit bid must be new and of the latest standard production model as offered for commercial trade.

3. ITEM 1 – WIRE TIE SYSTEM

3.1. WIRE INFORMATION:

12 ga. (.1055)
super hi-tensile

- a. ☒ Wire Gauge - 12 Gauge High Tension
- b. ☒ Wire Diameter - .091 in. – 120 in (2.32 – 3.06mm)
- c. ☒ Tensile Range – 145,000 -190,000 psi (100 – 135 kg/mm2)

3.2 WIRE TIE INFORMATION:

High Speed.

- a. ☒ Knot – 4 twists – length 9.5in. (240 mm)
- b. ☒ Wire feed and tension rate 18.8 ft/sec (5.7 m/sec) standard
- c. ☒ Twist and Knot eject – 1.5 seconds
- d. ☒ Wire application cycle – 3.5 to 4.0 seconds

3.3 ELECTRICAL SYSTEM:

Controls:

- a. ☒ Solid state Programmable Logic Controller
- b. ☒ NEMA 12 standard
- c. ☒ NEMA 4 available
- d. ☒ Operators control panel

Control voltage:

- a. ☒ 120 vac, 50 or 60 hertz / 10 amps
- b. ☒ 120 vac or 24 vdc handshake signals to auxiliary equipment

3.4 HYDRAULICS:

- a. ☒ Volume – 12 gallons/min (45 liters/min)
- b. ☒ Pressure – 1700 psi (1.19 kg/mm)
- c. ☒ Temperature – 110 -130 degrees F (43-54 degrees C)

3.5 SYSTEM FEATURES:

- a. ☒ Track assembly to guide wire around product
- b. ☒ Lower track debris guard
- c. ☒ Wire Escapement and Pay off assembly

3.6 SAFETY FEATURES:

- a. ☒ Wire feed and tension safety cover
- b. ☒ Wire twist safety cover

- c. ☒ Wire safety cover shield at upper left track corner
 - d. ☒ Wire overfeed controls
 - e. ☒ Automatic malfunction signal
- 3.7 Warranty shall include all parts, labor, and transportation to the location of the warranty administrator.
- 3.8 Successful vendor shall be responsible for warranty administration of entire unit.
- 3.9 Successful vendor shall be responsible for complete installation of equipment and include cost in bid offer.

4. DELIVERY / DOCUMENTATION -

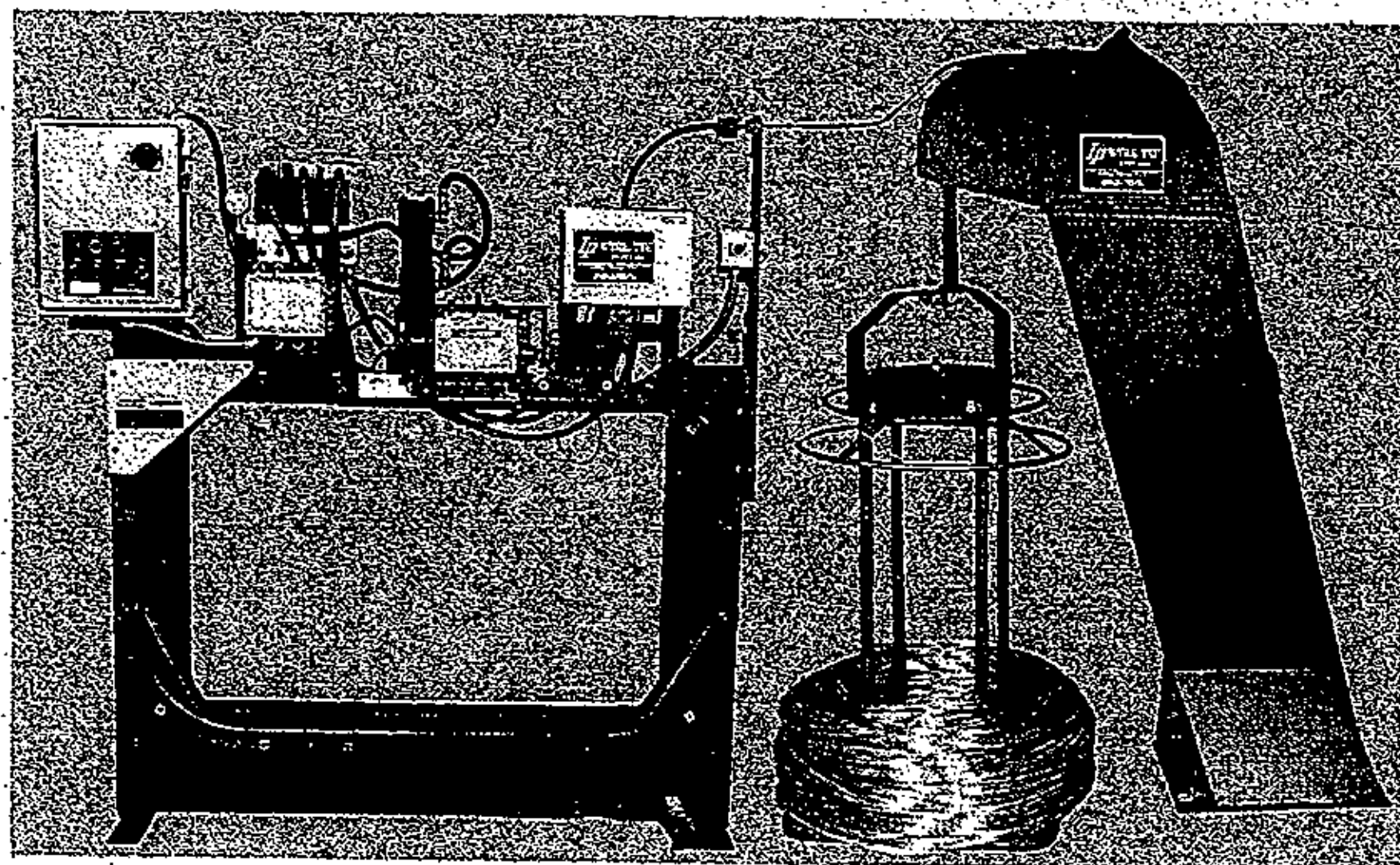
- 4.1 Units shall be delivered F.O.B. to the City's Solid Waste and Recycling Facility, located at 1560 S. Happy Hollow Road, Fayetteville, Arkansas 72701, for compliance review and final acceptance

5. MANUALS -

- 5.1 The successful bidder agrees to furnish one (1) set each of the following list of manuals:
- a. ☒ Operator's Manual (2 file copy's)
 - b. ☒ Service Manual (Paper, CD, or DVD format)
 - c. ☒ Parts Manual (Paper, CD, or DVD format)
- 5.2 Payment(s) may be held until all manuals and certifications are delivered to the City of Fayetteville Solid Waste and Recycling Division.

MACHINES

MODEL 330 AND 340 WIRE TIE SYSTEMS



MODEL 340 WIRE TIE SYSTEM

- Highest knot strength in the industry.
- Assembled on easy mount frame for ease of application.
- Proximity switches for reduced parts wear and increased reliability.
- Track deflector/debris guard ensures trouble-free operation.
- Counterbalanced tilt back head for ease of field maintenance.
- Uses widest range of wire gauge (10-13 ga.) of any tier on the market.
- 8 - sided wire cutter replaceable externally.
- Pinch wheels with triple grooves for extended wear life.
- Will run galvanized super Hi-Ten and galvanized premium wire.

- Track system is made of top quality heat-treated and nickel plated steel, which helps prevent rust and keep track clean.
- High efficiency 4 twist knot.
- Speeds - Typical cycle time up to 760 ties per hour. Actual tie time will vary based upon bale size and production capability of the total system.

***LP* WIRE TIE
SYSTEMS**

A LEGGETT & PLATT COMPANY

635 East Central • P. O. Box 413 • Carthage, MO 64836
800-621-6141 • 417-358-8322 • Fax 417-358-6359

Ontario, CA 800-367-7214

Visit our Website at www.lpwiretie.com

**WIRE-TIE™**
SYSTEMS

PARTS WARRANTY

L&P Wire-Tie Systems (hereafter referred to as the manufacturer) warrants its replacement parts to be free from defects in material and workmanship under normal use and service and will replace free of charge any parts thereof which shall, within 30 days of invoice, be demonstrated to be defective. It shall be the obligation of the purchaser, after notification to and approval by the manufacturer, to forward such parts, with transportation and/or shipping charges prepaid, to the manufacturer for inspection. Any part or component, which upon manufacturer's inspection proves to be defective, will be replaced by the same part only. This is in substitution for all other remedies and rights for defects in materials and workmanship.

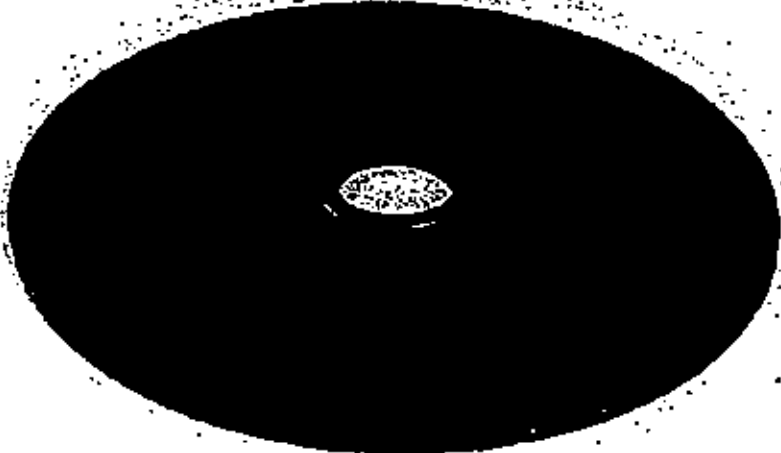
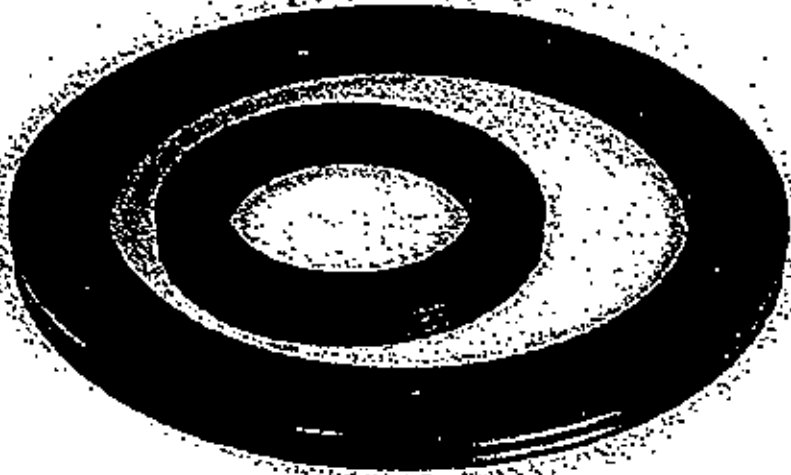
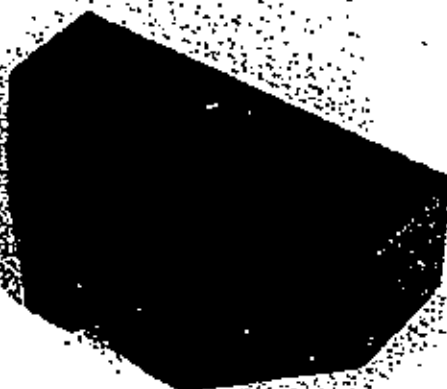
EQUIPMENT WARRANTY

L&P Wire-Tie Systems (hereafter referred to as the manufacturer) warrants this equipment to be free from defects in material and workmanship under normal use and service, and will replace free of charge any parts thereof which shall within 90 days from date of installation, be demonstrated to be defective. It shall be the obligation of the purchaser, after notification to and approval by the manufacturer, to forward such parts, with transportation and/or shipping charges prepaid to the manufacturer for inspection. If a part proves to be defective, it will be replaced by the same part only. This is in substitution for all other remedies and rights for defects in materials and workmanship.

This warranty extends from the manufacturer to the purchaser and is not transferable without expressed written consent from the manufacturer. Repairs made to the equipment by anyone other than the manufacturer may render this warranty null and void. This warranty does not cover damage resulting from accidents, alterations, misuse or abuse, damage incurred during transportation, acts of God or failure to follow proper operating instructions, nor does it cover parts which through normal use require replacement during the warranty period. Manufacturer shall in no event be liable for direct, indirect, special, incidental, consequential, or penal damages, or for labor and associated expenses. Manufacturer makes no warranty with respect to merchantability or fitness of purpose. Failure to use hydraulic oil, which is certified to be ISO 16/20 or better in quality, may exclude any hydraulic components from this warranty.

WEAR PARTS

ORIGINALLY DESIGNED WEAR PARTS

340 Twister Pinion 	330/340 Accumulator Wheel 	340 Pinch Roll 
330 Pinch Roll 	330 Gripper Side Yoke 	330 Stop Lever Insert 
330 Wire Guide 	340 Wire Guide 	330 Insert Feed Block 



A LEGGETT & PLATT COMPANY

635 East Central • P. O. Box 413 • Carthage, MO 64836

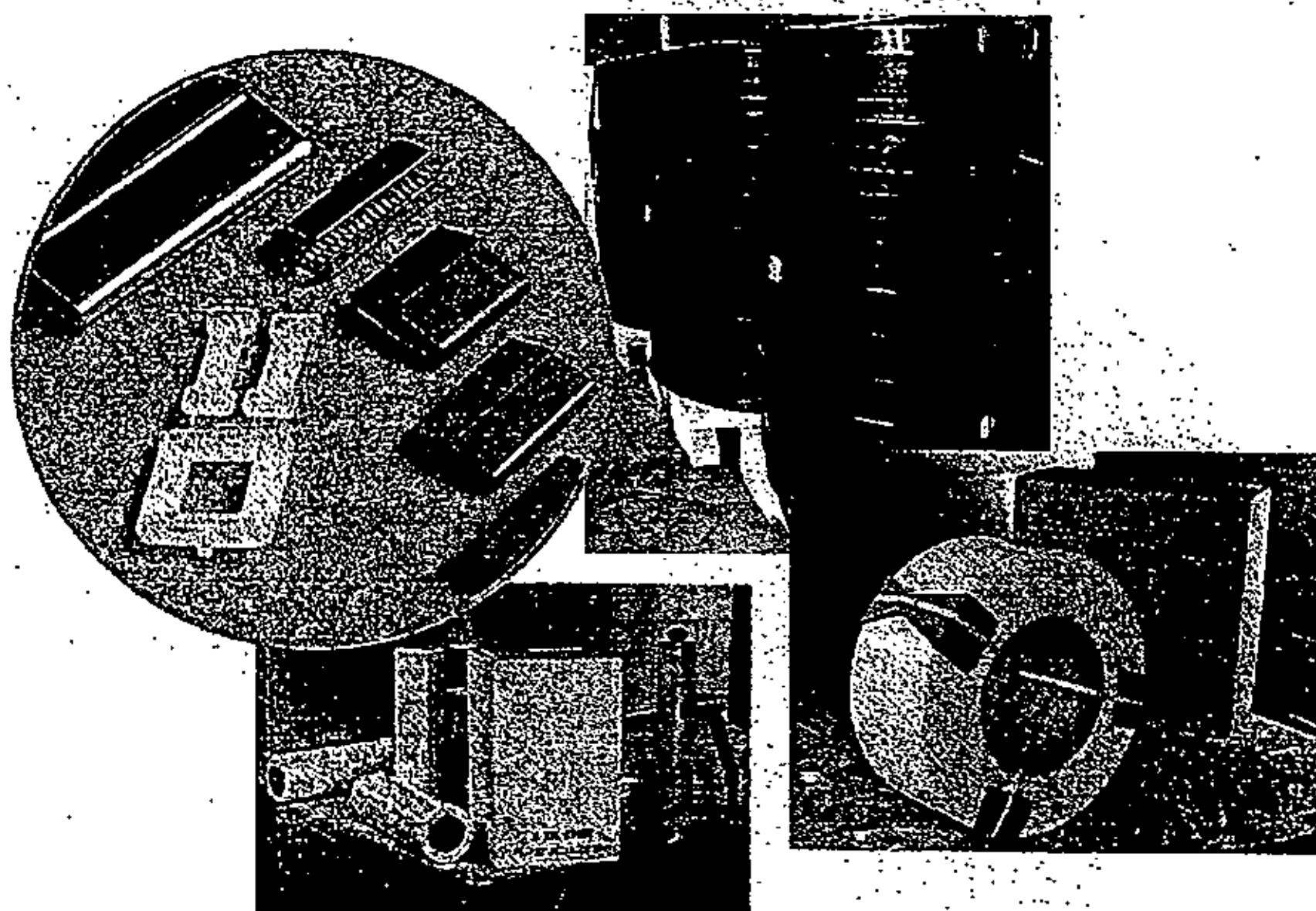
800-621-6141 • 417-358-8322 • Fax 417-358-6359

Ontario, CA 800-367-7214

Visit our Website at www.lpwiretie.com

PACKAGING PRODUCTS

PACKAGING MATERIAL AND EQUIPMENT



COMPLETE LINE DISTRIBUTOR OF:

- Steel strap and related seals, hand tools, semiautomatic and automatic packaging equipment and replacement parts;
- Plastic strap and related seals, hand tools, semiautomatic and automatic packaging equipment, replacement parts and stretchwrap.

Wire Tie also provides tool repair and packaging consulting services.

We maintain warehouses around the U.S. and can offer just-in-time supply programs.

We value your packaging product needs!

 **WIRE TIE**
SYSTEMS

A LEGGETT & PLATT COMPANY

635 East Central • P. O. Box 413 • Carthage, MO 64836

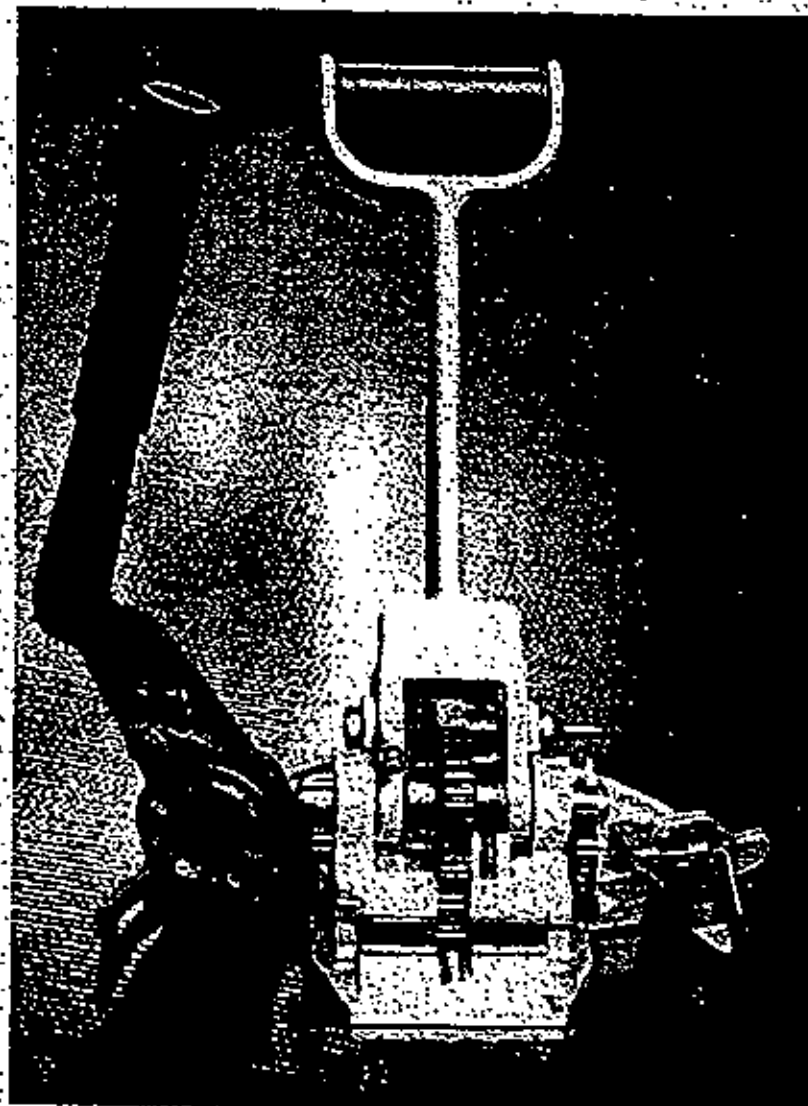
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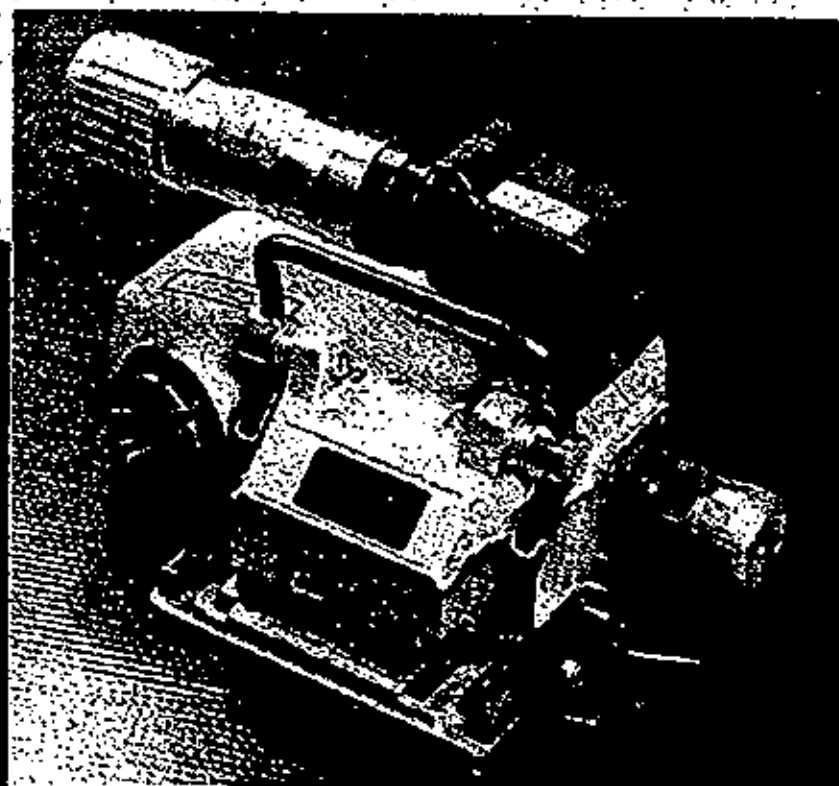
Visit our Website at www.lpwiretie.com

HANDTOOLS

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ADEQ & Boston Mountain
Solid Waste District Grants
Page 14 of 20

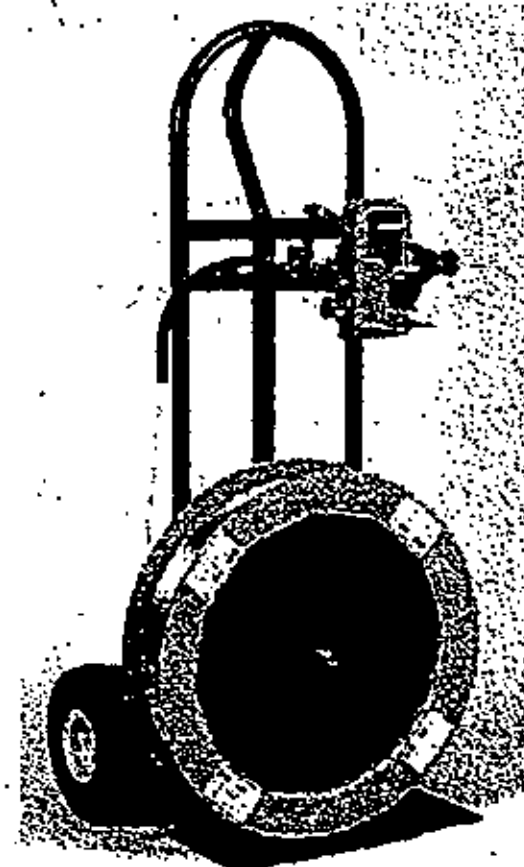


LK Manual



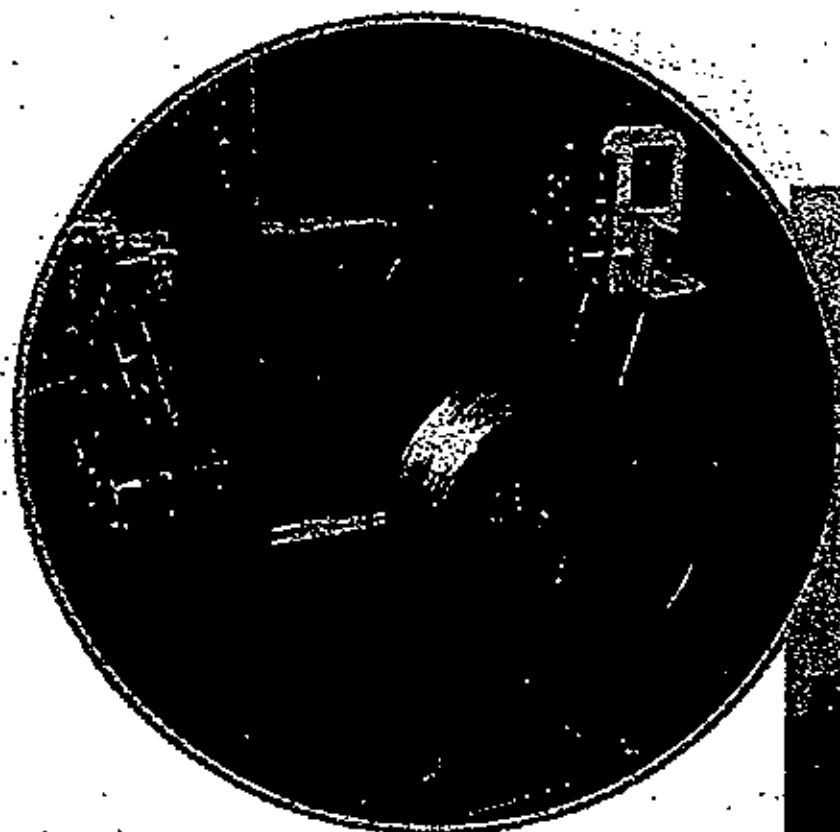
1302 Pneumatic

Our tools tie wire from 12 to 14 gauge in as little as 25 seconds with no sealer or cutter required.



Wire Tie Cart designed for convenience and portability.

WIRE TIE PRO 1000



Using Wire Tie Pro 1000 to tie off bales of cardboard boxes.



HAND TOOLS

ACCESSORIES AND HANDTOOLS

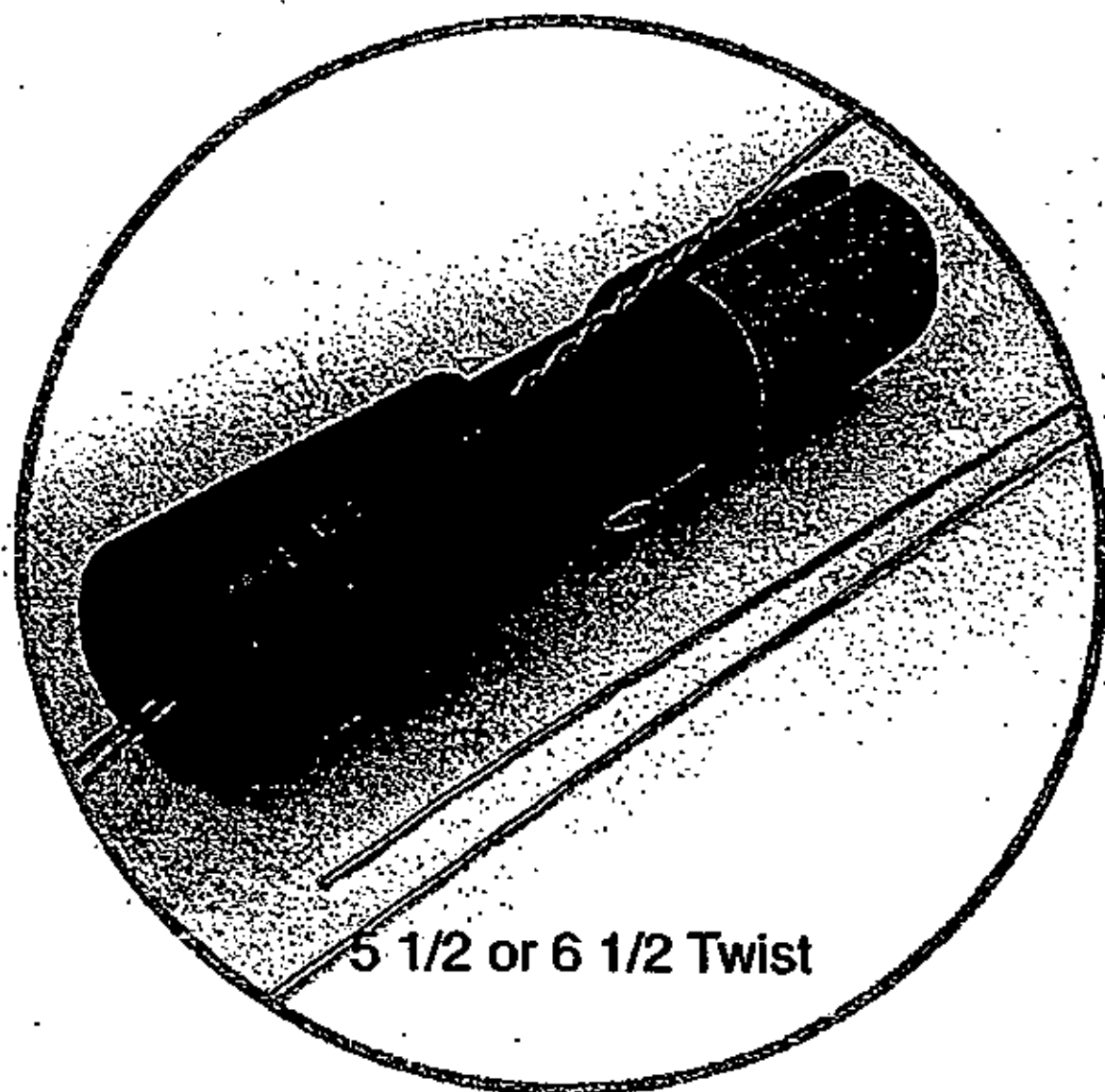
- DELIVERS A HIGH-STRENGTH KNOT.
- ANYONE CAN EASILY TIE OFF A BALE.
- PORTABLE.
- DECREASES WIRE WASTE.
- USES LOWER GAUGE WIRE TO SAVE MONEY.
- CONSISTENT BALE SHAPES AND SIZES.
- INVENTORY CONVENIENCE OF U.P.S. SHIPPABLE SPOOLED WIRE.
- CONVENIENT.

THE L&P WIRE TIE WAY

OTHER METHODS

HANDTOOLS

WARD TIE-RIGHT



5 1/2 or 6 1/2 Twist



WIRE TIE
SYSTEMS

A LEGGETT & PLATT COMPANY

635 East Central • P. O. Box 413 • Carthage, MO 64836

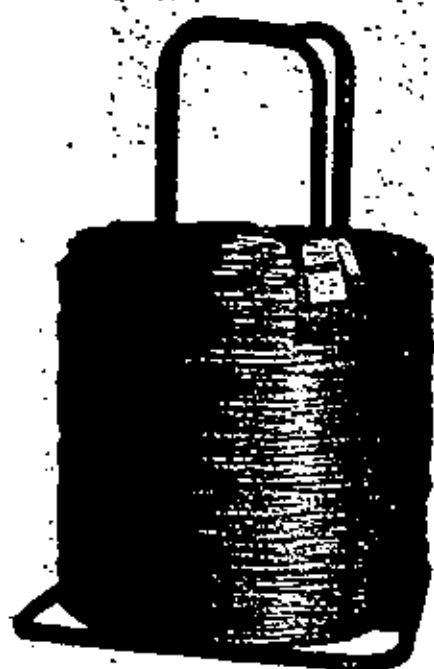
800-621-6141 • 417-358-8322 • Fax 417-358-6359

Ontario, CA 800-367-7214

Visit our Website at www.lpwiretie.com

WIRE**AUTOMATIC WIRE TIEING**A. 8
ADEQ & Boston Mountain
Solid Waste District Grants
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DESCRIPTION	GAUGE	DECIMAL SIZE	BREAKING LOAD RANGE	FEET PER POUND
GALVANIZED SUPER HI-TEN Exceptional high strength and elongation for the toughest applications. Smooth galvanized finish. Production coils.	10	.135	2076-2506	20.57
	11	.120	1640-1979	26.03
	12	.1055	1280-1544	33.69
	13	.092	964-1163	44.78
	13.5	.086	842-1016	50.58
	14	.080	729-880	58.58
GALVANIZED HI-TEN Excellent mechanical properties for medium to heavy applications. Smooth galvanized finish. Production coils.	12	.1055	1015-1280	33.69
	13	.092	765-964	44.78
	14	.080	578-729	58.58
	15	.072	468-590	72.32
GALVANIZED PREMIUM WIRE Manufactured from a medium carbon wire rod to achieve tensile strength. Smooth galvanized finish. Production coils.	11	.120	2150-2430	26.03
	12	.1055	1680-1865	33.69
	13	.092	1345-1505	44.78
BLACK ANNEALED Manufactured from a medium carbon wire rod to achieve a good balance between tensile strength and elongation. Oiled finish. Production coils and 100-pound cartons.	10	.135	860-930	20.57
	11	.120	680-740	26.03
	12	.1055	530-570	33.69
	13	.092	400-430	44.78



GALVANIZED OR BLACK ANNEALED STRAPPING WIRE ON CARRIERS

1000 to 1500lb. Carriers;
9-12 gauge
Carrier heights from 39
to 48 inches



WIRE TIE SYSTEMS

A LEGGETT & PLATT COMPANY

635 East Central • P. O. Box 413 • Carthage, MO 64836
800-621-6141 • 417-358-8322 • Fax 417-358-6359

Ontario, CA 800-367-7214

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GALVANIZED SINGLE LOOP BALE TIES

A-8
ADEQ & Boston Mountain
Solid Waste District Grants
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Gauge & Length	WGT	PCS	Gauge & Length	WGT	PCS
11ga. x 10'	51	125	13ga. x 7'	44	250
11ga. x 11'	56	125	13ga. x 8'	50	250
11ga. x 12'	62	125	13ga. x 9'	53	250
11ga. x 13'	64	125	13ga. x 10'	58	250
11ga. x 14'	69	125	13ga. x 11'	64	250
11ga. x 15'	75	125	13ga. x 12'	70	250
11ga. x 16'	79	125	13ga. x 13'	75	250
11ga. x 17'	85	125	13ga. x 14'	81	250
11ga. x 18'	89	125	13ga. x 15'	87	250
11ga. x 19'	94	125	13ga. x 16'	46	125
11ga. x 20'	99	125	13ga. x 17'	98	250
11ga. x 21'	104	125	13ga. x 18'	52	125
11ga. x 22'	109	125	13ga. x 19'	54	125

Gauge & Length	WGT	PCS	Gauge & Length	WGT	PCS
12ga. x 10'	77	250	14ga. x 6'	30	250
12ga. x 11'	85	250	14ga. x 7'	34	250
12ga. x 12'	47	125	14ga. x 8'	36	250
12ga. x 13'	50	125	14ga. x 9'	40	250
12ga. x 14'	54	125	14ga. x 10'	44	250
12ga. x 15'	58	125	14ga. x 11'	49	250
12ga. x 16'	61	125	14ga. x 12'	53	250
12ga. x 17'	65	125	14ga. x 13'	58	250
12ga. x 18'	69	125	14ga. x 14'	62	250
12ga. x 19'	73	125	14ga. x 15'	66	250
12ga. x 20'	76	125	14ga. x 16'	70	250
12ga. x 21'	80	125	14ga. x 17'	75	250
12ga. x 22'	83	125			

Single Looped Bale Ties: 125/250 wires per bundle palletized or coiled 11-14 gauge



MANUFACTURERS OF STRAIGHT & CUT WIRE

Bundled in lifts
of 1000 lbs.



BOX WIRE 100 LB. COILS

- 36 boxes per pallet
- Precision Wound Coil
- Tagged Start Points
- 10, 11 and 12 gauge

DEC-17-2004 FRI 03:35 PM DOWNING SALES

FAX NO. 417 5896753

A. 8
ADEQ - Boston Mountain
Solid Waste Grants
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DOWNING SALES & SERVICE, INC.
3 INDIGO ROAD
PHILLIPSBURG, MO. 65722
417 589 6227 Fax 417 589 6753

December 17, 2004

Att: Jason Drummond
City of Fayetteville

Fax: 479 444 3478

From our inspection of the Marathon Baler we find that the following repairs are needed at this time. These repairs need to be done as soon as possible to prevent further problems.

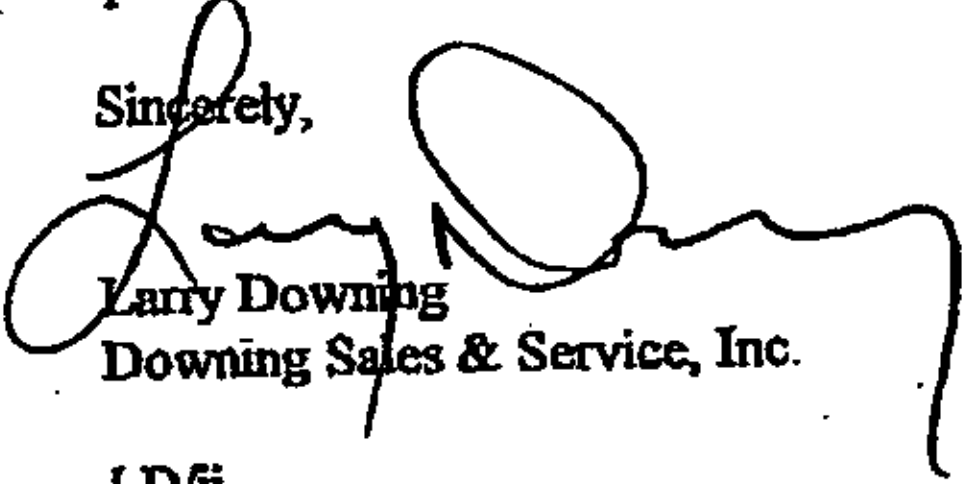
Replace photo eye, repair leak from pump to radiator, and replace hold down bars on packing ram, repair guide on ejection ram, repair broken seal tie ends, and clean radiator.

• Labor	\$4200.00
• 1- hold down bar	295.00
• 1- hold down bar	260.00
• Bolts (600), nuts (30)	216.00
• Freight	50.00
• Photo eye	499.00
• Misc. materials	150.00
• Expenses (3 nights)	360.00
• Fuel	<u>183.00</u>
Total	\$ 6213.00

This price is for what we saw and believe are all the repairs that are needed, however should there be additional repairs, there will be an additional labor rate @ 60.00 /hr per man, plus parts.

The above pricing does not include any applicable sales tax. Please call if you have any questions.

Sincerely,


Larry Downing
Downing Sales & Service, Inc.

LD/jj

MAR-30-2005 WED 01:21 PM DOWNING SALES

FAX NO. 417 5896753

A. 8
ADEQ & Boston Mountain
Solid Waste District Grants
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Downing Sales & Service, Inc.
3 Indigo Rd
Phillipsburg, MO 65722 5102
417 589 6227 Fax: 417 589 6753

March 30, 2005

Attn: Jason Drummond
City of Fayetteville
Fax: 479 444 3478

RE: Marathon Baler

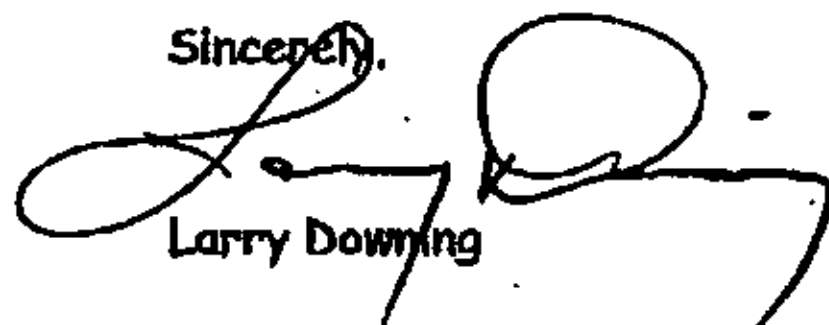
In regard to Quote dated December 17, 2004:

Some prices have gone up; estimated increase in price is \$275.00
for a subtotal of \$6,488.00.

Please Note: No sales tax has been included in the above prices.

We appreciate the opportunity to quote these repairs.

Sincerely,



Larry Downing

LD/jd

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

A. 8
ADEQ & Boston Mountain
Solid Waste District Grants
Page 20 of 20

4/19/2005

City Council Meeting Date

Brian Pugh

Submitted By

Solid Waste & Recycling

Division

Operations

Department

Action Required:

A resolution accepting two grants from ADEQ and the Boston Mountain Solid Waste District in the amount of \$38,389.00 for the purchase of a wire tie system and for baler repairs; approving a budget adjustment to recognize the grant revenue; and awarding Bid No. 05-27 to Downing Sales & Service, Inc.

\$ 34,182.00
\$ 6,953.00

Cost of this request

5500.5060.5801.00

5500.5060.5403.00

Account Number

05035-1

05036-1

Project Number

\$ -

Category/Project Budget

\$ -
\$ -

Funds Used to Date

\$ -
\$ -

Remaining Balance

Solid Waste - Wire Tie System

Solid Waste - Baler Repairs

Program Category / Project Name

Recycling

Recycling

Program / Project Category Name

Solid Waste

Solid Waste

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Finance and Internal Service Director

Date

Received in City Clerk's Office



Received in Mayor's Office



Mayor

Date

Comments

Mayor gone
till 4-11-05



FLEET OPERATIONS
1525 S. Happy Hollow Road
Fayetteville, AR 72701

A. 9
Disc Mower Conditioner Purchase
Page 1 of 8

Interdepartmental Correspondence

To: Mayor/City Council
Thru: Gary Dumas, Director of Operations
From: David Bragg, Fleet Operations Superintendent
Date: March 30, 2005
Subject: Purchase of Disc Mower Conditioner from Williams Tractor

RECOMMENDATION: That City Council approve the purchase of a Disc Mower Conditioner for OMI use from Williams Tractor, per bid #05-21 for \$5,699.00 exercising the trade-in option, purchase price \$14699, less trade in of \$9000.

BACKGROUND: This is a replacement for unit #990, a 1998 New Holland Haybine mower conditioner. While still serviceable, this machine has reached an age (7 years) that daily dependability is questionable and maintenance cost is rising. With the opportunity to replace this machine for 39% of replacement cost, the timing is appropriate to replace it.

The lowest bid from Williams Tractor Co. of Fayetteville meets all specifications.

Funds for this purchase are available in 2005 Fleet Replacement Project Account #02083 – Tractors and Mowers.

This purchase was approved by the Equipment Committee on March 29, 2005.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF ONE (1)
DISC MOWER CONDITIONER FROM WILLIAMS TRACTOR CO.
IN THE AMOUNT OF \$14,699.00 FOR USE BY OMI.

**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 purchase of one (1) Disc Mower Conditioner from Williams
Tractor Co. in the amount of \$14,699.00 for use by OMI.

PASSED and APPROVED this 19th day of April 2005.

APPROVED:

By: _____

DAN COODY, Mayor

ATTEST:

By: _____

SONDRA SMITH, City Clerk



FLEET OPERATIONS
1525 S. Happy Hollow Road
Fayetteville, AR 72701

A. 9
Disc Mower Conditioner Purchase
Page 3 of 8

Equipment Committee Correspondence

TO: City of Fayetteville, Equipment Committee
Robert Reynolds, Chairman
Bobby Ferrell
Don Marr
Lioneld Jordan
Billy Sweetser

FROM: David Bragg, Fleet Operations Supt *DB*

DATE: March 29, 2005

SUBJECT: Award of Equipment Bids

Bid #05-21 was opened on March 9, 2005 for one disc mower conditioner for use by OMI hay farm. Two bid responses were received. A detailed tabulation sheet is attached.

The lowest bid from Williams Tractor Co. of Fayetteville meets all specifications.

I recommend acceptance of the bid from Williams Tractor Co. in the amount of \$5,699 exercising the trade in option.

This is a **replacement** for unit # 990, a 1998 New Holland Haybine mower conditioner. While still serviceable, this machine has reached an age (7 years) that daily dependability is questionable and maintenance cost is rising. With the opportunity to replace this machine for 39% of replacement cost, the timing is appropriate to replace it.

Funds for this purchase are available in 2005 Fleet Replacement Project Account 02083 – Tractors and Mowers.

*APPROVED
EQUIP COMM
3/29/05
DB*

Bid #05-22 was opened on March 9, 2005 for one large square hay baler for use by OMI hay farm. Two bid responses were received. A detailed tabulation sheet is attached.

The lowest bid from Williams Tractor Co. of Fayetteville meets all specifications.

I recommend acceptance of the bid from Williams Tractor Co. in the amount of ^{\$32,449}~~\$36,493.00~~ exercising the trade in option.

This is a **replacement** for unit # 987, a 1998 Hesston large square baler. While still serviceable, this machine has reached an age (7 years) that daily dependability is questionable and maintenance cost is rising. This is the only piece of equipment in the fleet that produces this type of bale. Though large square bales is a growing market, the market for used balers is limited and I am satisfied that the trade allowance is reasonable and greater than could be achieved at auction in the fall. Square balers contain a large number of high wear moving parts in areas where fit is crucial to operation. With the opportunity to replace this machine for 66% of replacement cost, the timing is appropriate to replace it.

Funds for this purchase are available in 2005 Fleet Replacement Project Account ⁰²⁰⁸⁰~~02083~~ – ~~Tractors and Mowers.~~ *Other Vehicles + Equipment*.

Cc:
Gary Dumas

BID TABULATION

BID NO. 05-21

	BIDDER Williams Tractor	BIDDER Countryside Farm Equip.
Delivery Days	30	30
Delivery Specified	30	30

ITEM 1 DISC MOWER CONDITIONER

QUANTITY	1		
BRAND	New Holland	John Deere	
MODEL	1412	530	
BID AMT.	\$14,699.00	\$15,924.00	

ITEM 2 TRADE-IN ALLOWANCE UNIT #990

QUANTITY	1		
BRAND	New Holland	New Holland	
MODEL	1411	1411	
BID AMT.	-\$9,000.00	-\$7,780.00	
TOTAL BID	\$5,699.00	\$8,144.00	

BID NO. 05-22

	BIDDER Williams Tractor	BIDDER Rogers Farm Equipment
Delivery Days	30	30
Delivery Specified	30	30

ITEM 1 LARGE SQUARE HAY BALER

QUANTITY	1		
BRAND	NEW HOLLAND	HESSTON	
MODEL	BB940A	4760	
BID AMT.	\$54,949.00	\$58,993.00	

ITEM 2 TRADE-IN ALLOWANCE UNIT #987

QUANTITY	1		
BRAND	HESSTON	HESSTON	
MODEL	4755	4755	
BID AMT.	-\$22,500.00	NO BID	
TOTAL BID	\$32,449.00	\$58,993.00	

City Of Fayetteville

(Not a Purchase Order)

Vendor #

11133

Vendor Name:
WILLIAMS TRACTOR CO

Requisition No.

Date:
3/29/2005

Address:

City:

State:

Fob Point:

Mail Yes: No: XX

Expected Delivery Date:

Requester

BARBARA OLSEN

1920

Zip Code
050

Requester's Employee #
1940

Division Head Approval
1920

Item Description

Quantity

Unit of Issue

Unit Cost

Extended Cost

Account Numbers

Project/Subproject #

Inventory #

Fixed Asset #

1 2005 NEW HOLLAND 1412 DISC

1

EA

\$14,699.00

\$14,699.00

9700.1920.5802.00

02083

2 MOWER CONDITIONER

EA

\$0.00

3 LESS TRADE IN ON #990

1

EA

-\$9,000.00

-\$9,000.00

9700.1920.5802.00

02083

4 *Tractor unit to be # 582*

EA

\$0.00

5 *Fixed Asset # 700582*

EA

\$0.00

6

EA

\$0.00

7

EA

\$0.00

8

EA

\$0.00

9

EA

\$0.00

10

EA

\$0.00

Shipping/Handling

Lot

\$0.00

Special Instructions:

Subtotal: 5,699.00

Tax: EXEMPT

Total: 5,699.00

Approvals:

Mayor:

Department Director:

Purchasing Manager:

Finance & Internal Services Director:

Budget Manager:

IT Manager:

Dispatch Manager:

Utilities Manager:

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

19-Apr-05
City Council Meeting Date

David Bragg Submitted By Fleet Operations Division Operations Department

Action Required:

Action Required: Approval of purchase of a Disc Mower Conditioner for use by OMI from Williams Tractor Co.

\$14,699.00 Cost of this request	\$ 176,005.00 Category/Project Budget	Tractors/Mowers Program Category / Project Name
9700.1920.5802.00 Account Number	\$ - Funds Used to Date	Vehicles and Equipment Program / Project Category Name
02083.1 Project Number	\$ 176,005.00 Remaining Balance	Shop Fund Fund Name

Budgeted Item ☒ Budget Adjustment Attached ☐

David Bragg 3-21-05
Department Director Date

Previous Ordinance or Resolution # n/a
Original Contract Date: n/a
Original Contract Number: n/a

D. J. Whit 4/1/05
City Attorney Date

Received in City Clerk's Office
ENTERED
4-1-05
GHT

Received in Mayor's Office
ENTERED
4-1-05
GHT

Mayor Date

Comments:



FLEET OPERATIONS
1525 S. Happy Hollow Road
Fayetteville, AR 72701

A. 10
Hay Baler Purchase
Page 1 of 8

Interdepartmental Correspondence

To: Mayor/City Council

Thru: Gary Dumas, Director of Operations

From: David Bragg, Fleet Operations Superintendent

Date: March 30, 2005

Subject: Purchase of Large Square Hay Baler from Williams Tractor

RECOMMENDATION: That City Council approve the purchase of a Large square hay Baler for OMI use from Williams Tractor, per bid #05-22 for \$32,449.00 exercising the trade-in option, purchase price of \$54,949 less trade in of \$22,500.

BACKGROUND: This is a replacement for unit #987, a 1998 Hesston large square Baler. While still serviceable, this machine has reached an age (7 years) that daily dependability is questionable and maintenance cost is rising. This is the only piece of equipment in the fleet that produces this type of bale. Though the use of large square bales is a growing market, the market for used balers is limited and I am satisfied that the trade allowance is reasonable and greater than could be achieved at auction in the fall. Square balers contain a large number of high wear moving parts in areas where fit is crucial to operation. With the opportunity to replace this machine for 66% of replacement cost, the timing is appropriate to replace it.

The lowest bid from Williams Tractor Co. of Fayetteville meets all specifications.

Funds for this purchase are available in 2005 Fleet Replacement Project Account #02080 – Other Vehicles and Equipment.

This was approved by the Equipment Committee on March 29, 2005.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF ONE (1)
LARGE SQUARE HAY BALER FROM WILLIAMS TRACTOR CO.
IN THE AMOUNT OF \$54,949.00 FOR USE BY OMI.

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 purchase of one (1) Large Square Hay Baler from Williams
Tractor Co. in the amount of \$54,949.00 for use by OMI.

PASSED and APPROVED this 19th day of April 2005.

APPROVED:

By: _____

DAN COODY, Mayor

ATTEST:

By: _____

SONDRA SMITH, City Clerk



FLEET OPERATIONS
1525 S. Happy Hollow Road
Fayetteville, AR 72701

Equipment Committee Correspondence

TO: City of Fayetteville, Equipment Committee
Robert Reynolds, Chairman
Bobby Ferrell
Don Marr
Lioneld Jordan
Billy Sweetser

FROM: David Bragg, Fleet Operations Supt *DB*

DATE: March 29, 2005

SUBJECT: Award of Equipment Bids

Bid #05-21 was opened on March 9, 2005 for one disc mower conditioner for use by OMI hay farm. Two bid responses were received. A detailed tabulation sheet is attached.

The lowest bid from Williams Tractor Co. of Fayetteville meets all specifications.

I recommend acceptance of the bid from Williams Tractor Co. in the amount of \$5,699 exercising the trade in option.

This is a **replacement** for unit # 990, a 1998 New Holland Haybine mower conditioner. While still serviceable, this machine has reached an age (7 years) that daily dependability is questionable and maintenance cost is rising. With the opportunity to replace this machine for 39% of replacement cost, the timing is appropriate to replace it.

Funds for this purchase are available in 2005 Fleet Replacement Project Account 02083 – Tractors and Mowers.

Bid #05-22 was opened on March 9, 2005 for one large square hay baler for use by OMI hay farm. Two bid responses were received. A detailed tabulation sheet is attached.

The lowest bid from Williams Tractor Co. of Fayetteville meets all specifications.

I recommend acceptance of the bid from Williams Tractor Co. in the amount of ~~\$36,495.00~~ exercising the trade in option.
\$32,449

This is a **replacement** for unit # 987, a 1998 Hesston large square baler. While still serviceable, this machine has reached an age (7 years) that daily dependability is questionable and maintenance cost is rising. This is the only piece of equipment in the fleet that produces this type of bale. Though large square bales is a growing market, the market for used balers is limited and I am satisfied that the trade allowance is reasonable and greater than could be achieved at auction in the fall. Square balers contain a large number of high wear moving parts in areas where fit is crucial to operation. With the opportunity to replace this machine for 66% of replacement cost, the timing is appropriate to replace it.

Funds for this purchase are available in 2005 Fleet Replacement Project Account ⁰²⁰⁸⁰ ~~02083~~ — Tractors and Mowers. *Other Vehicles & Equipment*

Cc:
Gary Dumas

APPROVED BY EQUIP COMM
3/29/05

2883

BID TABULATION

BID NO. 05-21

	BIDDER Williams Tractor	BIDDER Countryside Farm Equip.
Delivery Days	30	30
Delivery Specified	30	30

ITEM 1 DISC MOWER CONDITIONER

QUANTITY	1		
BRAND	New Holland	John Deere	
MODEL	1412	530	
BID AMT.	\$14,699.00	\$15,924.00	

ITEM 2 TRADE-IN ALLOWANCE UNIT #990

QUANTITY	1		
BRAND	New Holland	New Holland	
MODEL	1411	1411	
BID AMT.	-\$9,000.00	-\$7,780.00	

TOTAL BID	\$5,699.00	\$8,144.00	
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BID NO. 05-22

	BIDDER Williams Tractor	BIDDER Rogers Farm Equipment
Delivery Days	30	30
Delivery Specified	30	30

ITEM 1 LARGE SQUARE HAY BALER

QUANTITY	1		
BRAND	NEW HOLLAND	HESSTON	
MODEL	BB940A	4760	
BID AMT.	\$54,949.00	\$58,993.00	

ITEM 2 TRADE-IN ALLOWANCE UNIT #987

QUANTITY	1		
BRAND	HESSTON	HESSTON	
MODEL	4755	4755	
BID AMT.	-\$22,500.00	NO BID	

TOTAL BID	\$32,449.00	\$58,993.00	
------------------	--------------------	--------------------	--

City Of Fayetteville

(Not a Purchase Order)

Vendor # **11133** Vendor Name: **WILLIAMS TRACTOR CO**

Address: _____

City: _____ State: _____ Fob Point: _____

Requisition No. _____ Date: **3/29/2005**

P.O Number _____ Expected Delivery Date: _____

Mail Yes: ☐ No: ☒ Taxable Yes: ☐ No: ☐

Division Head Approval: **2005** Quotes Attached Yes: ☐ No: ☐

Requester: **BARBARA OLSEN** Extension: **495**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2005 NEW HOLLAND BB940A LARGE	1	EA	\$54,949.00	\$54,949.00	9700.1920.5802.00	02080		
2	SQUARE HAY BALER		EA		\$0.00				
3	LESS TRADE IN ON #987	1	EA	-\$22,500.00	-\$22,500.00	9700.1920.5802.00	02080		
4	NEW UNIT TO BE #583		EA		\$0.00				
5	FIXED ASSET #700583		EA		\$0.00				
6			EA		\$0.00				
7			EA		\$0.00				
8			EA		\$0.00				
9			EA		\$0.00				
10			EA		\$0.00				
	Shipping/Handling		Lot		\$0.00				

Subtotal: **32,449.00**

Tax: **EXEMPT**

Total: **32,449.00**

Special Instructions: _____

Approvals: _____

Mayor: _____

Finance & Internal Services Director: _____

Dispatch Manager: _____

Department Director: _____

Budget Manager: _____

Utilities Manager: _____

Purchasing Manager: _____

IT Manager: _____

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

19-Apr-05

City Council Meeting Date

David Bragg

Submitted By

Fleet Operations

Division

Operations

Department

Action Required:

Action Required: Approval of purchase of a large square hay Baler for use by OMI from Williams Tractor Co.

\$54,949.00

Cost of this request

\$

386,403.00

Category/Project Budget

Other Vehicles and Equipment

Program Category / Project Name

9700.1920.5802.00

Account Number

\$

89,421.00

Funds Used to Date

Vehicles and Equipment

Program / Project Category Name

02080.1

Project Number

\$

296,982.00

Remaining Balance

Shop Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

Department Director

Date

Received in City Clerk's Office



Received in Mayor's Office



Mayor

Comments:

CITY ATTORNEY AGENDA REQUEST

FOR: COUNCIL MEETING OF APRIL 19, 2005

FROM: DAVID WHITAKER, ASSISTANT CITY ATTORNEY

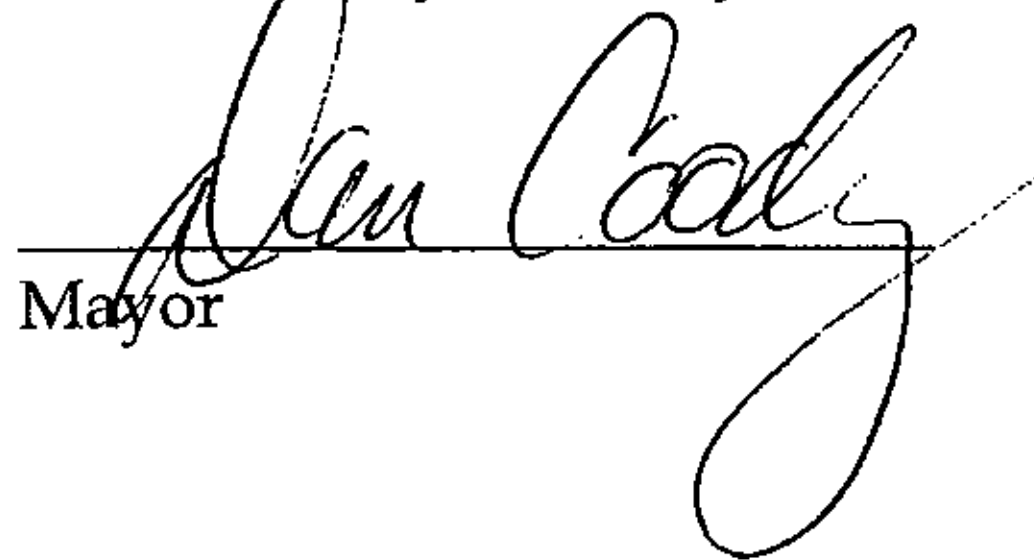
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution Approving The Appointment Of Rick Woods To The Board Of Off-Street
Parking Development District No. 1 In Accordance With A.C.A. §14-88-304

APPROVED FOR AGENDA:


Assistant City Attorney

3/25/2005
Date


Mayor

3/25/05
Date

RESOLUTION NO. _____

A RESOLUTION APPROVING THE APPOINTMENT OF RICK WOODS TO THE BOARD OF OFF-STREET PARKING DEVELOPMENT DISTRICT NO. 1 IN ACCORDANCE WITH A.C.A. § 14-88-304.

WHEREAS, a vacancy has arisen on the Board of Off-Street Parking Development District No. 1, due to the untimely death of Lamar Anderson; and,

WHEREAS, Rick Woods, a property owner in the District, has submitted to the City Council the required nominating petition, signed by five property owners of the District, in accordance with the provisions of A.C.A. § 14-88-304.

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, pursuant to the requirements of A. C. A. § 14-88-304, hereby appoints Mr. Rick Woods to the Board of Off-Street Parking Development District No. 1.

PASSED and APPROVED this 19th day of April, 2005

APPROVED

By: DAN COODY, Mayor

ATTEST:

By: SONDRA SMITH, City Clerk

DRAFT

HODSON, WOODS & SNIVELY, LLP
ATTORNEYS AT LAW
115 NORTH BLOCK ST.
P.O. BOX 590
FAYETTEVILLE, AR 72702

RECEIVED

MAR 18 2005

CITY OF FAYETTEVILLE COUNSEL:
MAYOR'S OFFICE
JIM ROSE, III

PHONE (479) 582- 2988
FAX (479) 582-2990

MICHAEL HODSON
RICK WOODS, P.A. *
TIM SNIVELY †
KAREN K. WOOD
BRYAN SEXTON

* ALSO LICENSED IN COLORADO
† ALSO LICENSED IN TEXAS

March 16, 2005

WRITER'S EMAIL:

rwoods@cox-internet.com

Honorable Dan Coody
City of Fayetteville, Mayor's Office
113 W. Mountain Street
Fayetteville, AR 72701

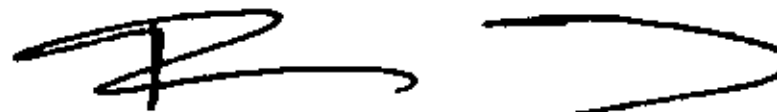
Re: Petition for appointment to Off Street Parking Improvement District No. 1, of the
City of Fayetteville

Dear Mayor Coody:

Enclosed herewith, please find a petition signed by five (5) owner's of property
lying within the above district. Please take this as a formal request for my appointment
of the position vacated by the unfortunate death of Lamar Anderson.

Should you have any questions or comments, please feel free to give me a call.

Sincerely,



Rick Woods

PETITION AND NOMINATION
TO FILL VACANCY
ON
OFF STREET PARKING IMPROVEMENT DISTRICT NO. 1
OF THE CITY OF FAYETTEVILLE, ARKANSAS

To: Mayor Dan Coody and the City Council of the City of Fayetteville, Arkansas.

Pursuant to Arkansas Code Annotated Section 14-88-304, the undersigns file this Petition declaring that upon the death of Lamar Anderson that a vacancy exists on the Board of Improvement of the Off Street Parking Improvement District No. 1 of the City of Fayetteville, Arkansas, and requesting that Rick Woods, a property owner in the said District be appointed as Commissioner to fill the position.

By signing below, we, the Petitioners, certify that we are property owners in the District.

Dated this 16th day of March, 2005.

PETITIONERS

[Signature], Jim Snively
[Signature], Michael Hobson
[Signature], Kent McLenore
Rusty Hudson Rusty Hudson
Jim Buckley Tim Buckley

14-88-304 Petition of Property Owners to Fill Vacancy.

(a) When there is a vacancy on the board of commissioners of any improvement district due to the death of a commissioner or due to the fact that a commissioner has ceased to reside in the state where such a district was created by any town or city council, and in such case, if five (5) or more property owners of the district petition the city or town council, calling attention to the vacancy on the board of commissioners and requesting the appointment of a new commissioner to fill the vacancy, it shall be the duty of the council to take forthwith the necessary steps to fill the vacancy by appointment of a new commissioner, who shall be a property owner in the district.

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and Members of the City Council
FROM: Frank Johnson, Chief of Police *FJ*
DATE: 3/29/2005
RE: Request Council approval of Addendum to Interlocal Agreement for jail services

Recommendation:

The council should approve the Addendum to Interlocal Agreement for jail services entered into the 19th day of October 2004.

Background:

The 19th day of October 2004 the CITY OF FAYETTEVILLE, ARKANSAS and WASHINGTON COUNTY, ARKANSAS have previously entered into an Interlocal Agreement for jail services. This Addendum details the equipment to be transferred from the CITY to the COUNTY. This equipment is provided due to the increased number of inmates as well as equipment that only has use in detention facilities.

Discussion:

Attached is a copy of the Addendum to Interlocal Agreement for Jail Services.

RESOLUTION NO. _____

A RESOLUTION ADOPTING AN ADDENDUM TO THE
INTERLOCAL AGREEMENT FOR JAIL SERVICES BETWEEN
THE CITY OF FAYETTEVILLE, ARKANSAS, AND
WASHINGTON COUNTY, ARKANSAS.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas
hereby adopts an Addendum to the Interlocal Agreement for Jail Services
entered into by the City of Fayetteville, Arkansas, and Washington County,
Arkansas on October 19, 2004. A copy of the Addendum, marked Exhibit "A" is
attached hereto, and made a part hereof.

PASSED and APPROVED this 19th day of April 2005.

APPROVED

By

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

ADDENDUM TO INTERLOCAL AGREEMENT FOR JAIL SERVICES

This Addendum to the Interlocal Agreement of the 19th day of October, 2004, is made and entered into by and between the CITY OF FAYETTEVILLE, ARKANSAS, hereinafter called the City, and WASHINGTON COUNTY, ARKANSAS hereinafter called the County, **WITNESSETH:**

IN CONSIDERATION of mutual promises of the parties contained in the Interlocal Agreement of the 19th day of October, 2004, the parties further agree as follows:

1. This Addendum to the Interlocal Agreement of the 19th day of October, 2004, shall remain in full force and effect concurrently with said Agreement and shall expire with it.
2. In addition to the payments set forth in Section 4 of the above-referenced Interlocal Agreement, this Addendum provides for the transfer from the City to the County of the following equipment :

<u>Equipment</u>	<u>Estimated value</u>
Data Master - Machine #1 serial #881155 and city #01852	\$600.00
Machine #2 serial #200067 and no city number	\$3,000.00
Repco Simulator - Simulator #1 serial #1354	\$100.00
Simulator #2 serial #1357	\$100.00
Wooden Cabinets - Data Master cabinets	\$600.00
Fifteen (15) 78-inch body chain handcuffs	\$870.00
Fifteen (15) Smith & Wesson Model 1900 Leg irons	\$584.00
Emergency Restraint Chair	\$1,312.00
	<u>Total : \$7,166.00</u>

3. The parties agree and understand that this Addendum is supplemental to the Interlocal Agreement of the 19th day of October, 2004, and that it does not alter, amend or abridge any of the rights, obligations, or duties of the parties not expressly addressed herein.

IN WITNESS WHEREOF, the parties have executed this Addendum on
this _____ day of _____, 2005.

CITY OF FAYETTEVILLE

WASHINGTON COUNTY

MAYOR

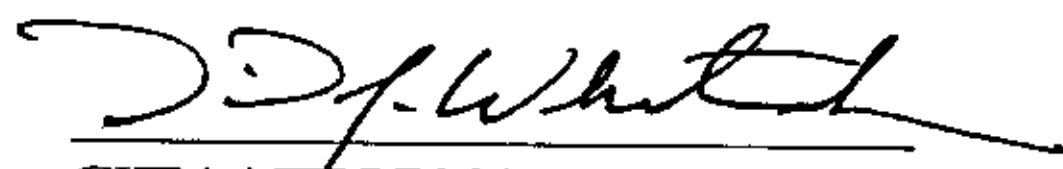
COUNTY JUDGE

CHIEF OF POLICE

SHERIFF

APPROVED as to form:

APPROVED as to form:



CITY ATTORNEY

COUNTY ATTORNEY

for Mr. Williams

**INTERLOCAL AGREEMENT
FOR JAIL SERVICES**

THIS INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between WASHINGTON COUNTY, ARKANSAS (County") and the CITY OF FAYETTEVILLE, ARKANSAS ("City").

WHEREAS, Ark. Code Ann. §14-14-910 and §12-41-506 authorize counties and cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, County will soon have a new jail facility, and City desires to enter into this agreement to utilize said facility and close it's current facility;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, County and City mutually agree as follows:

1. **DEFINITIONS.** Unless the context clearly shows another usage is intended, the following terms shall have the following meanings in this Agreement:
 - a. **County Jail** means a place owned and operated by County primarily designed, staffed and used for the housing of adults charged with a criminal offense; for the incarceration of offenders after conviction of a criminal offense; or for confinement and/or holding during a criminal investigation, or a civil detention to enforce a court order. As of the date of the execution of this Agreement, this jail is located at 1155 Clydesdale Dr., Fayetteville, AR 72701.
 - b. **City prisoner** means a person arrested by City Police and held and confined in the County Jail (either pre- or post-trial) pursuant to a violation of a City ordinance or a violation of a state law, which designates the crime for which the person is held to be a misdemeanor. The term **City prisoner** shall not include a person arrested for a felony offense by City Police, a person arrested on a warrant issued by another jurisdiction or for charges initiated by a non-City Police officer, or a person charged by the County Prosecutor with a felony or an attempt to commit a felony, even if there is a plea to or a conviction of a lesser offense. A City prisoner shall not include juveniles.

2. JAIL AND HEALTH SERVICES.

- a. For prisoners accepted under this Agreement, County shall accept City prisoners and furnish jail facilities, booking, custodial services, medical services, and personnel for the confinement of City prisoners equal to those County provides for the confinement of its own prisoners.
- b. City will provide equipment for video arraignment and County will provide space, which will allow connectivity for the video arraignment equipment. County agrees to arrange for City prisoners to be arraigned through this video arraignment system.
- c. City will provide GC Equipment and County will provide space for equipment, utilities for this equipment, and access for City Officers to run GC tests.

3. ACCEPTANCE OF PRISONERS.

- a. City understands that County will accept prisoners on a nonexclusive basis under this Agreement. City recognizes the statutory power of the Sheriff to control the population of the jail pursuant to Ark. Code Ann. §12-41-503, County reserves the right to reserve space in the jail for its anticipated prisoner needs and may require the removal of City prisoners to accommodate County prisoners. If City prisoners are to be displaced and must be removed from the jail, County agrees to notify City.
- b. If a City prisoner needs emergency medical care prior to being booked in the County jail, City shall insure that said care is provided prior to the prisoner being booked into the County jail.

4. RATE AND PAYMENT. (See Schedule A). City shall pay County at a rate as set out in Schedule A attached hereto. Said rates shall be adjusted by mutual agreement at the beginning of each new calendar year based on data from the previous years.

- a. Each party may examine the other's books and records to verify charges. If an examination reveals a disputed charge(s) the parties agree to resolve the dispute through paragraph 14. Administration; Dispute Resolution. If the disputed charge is determined to have been inappropriate, an adjustment shall be applied to the next year's statement, or if the Agreement has terminated, by an appropriate payment from one to the other. The parties agree to meet at least once each year to examine and review charges for the previous year. The parties shall document the annual reconciliation of charges for the previous year and closing the books on an annual basis.

5. **DURATION.** The initial term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2005. City shall have an option to renew this Agreement for a three-year term commencing on January 1, 2006 and ending on December 31, _____, and a second renewal for a four-year term, commencing on January 1, _____ and ending on December 31, _____. Said renewals shall be subject only to mutual agreement of the parties with the rate and payment set forth in **Schedule A**. The City further agrees to make funding this Agreement a budget priority annually and the County agrees to make jail space for City prisoners an operational priority annually.
6. **RECORD KEEPING (BOOKING).** County agrees to maintain a system of record keeping relative to the booking and confinement of each City prisoner in such style and manner as equivalent to County's records pertaining to its own prisoners. Such records shall include, but not be limited to, the following information: defendant's name, charge, booking date, release date, and manner of release (i.e. personal recognizance, bond, cash bail). Along with billing statements, County shall submit to City or its authorized representative's copies of said records.
7. **BOOKING PROCEDURE.** Prisoners will be booked by County according to procedures and policies of County by completing for each such prisoner an appropriate booking sheet with a copy to be provided to City, if requested. Personal property will be held by County in the same manner as for its own prisoners.
8. **RELEASE OF CITY PRISONERS FROM THE COUNTY JAIL.** No City prisoner confined in the County jail subject to this Agreement shall be released except:
 - I.
 - a. When requested by a member of City Police Department;
 - b. In compliance with orders of the court in those matters in which the courts have jurisdiction;
 - c. For appearance in court;
 - d. If the prisoner has served his or her sentence or the charge pending against the prisoner has been dismissed; or
 - e. As determined by the Washington County Sheriff or his designee as part of a plan to reduce prisoner population as a result of facility overcrowding; or if otherwise provided herein.
 - II. Where in the discretion of the Washington County Sheriff or his designee such release is warranted, County shall notify City Police of such event as soon as possible.

9. **ALTERNATIVE/PARTIAL CONFINEMENT.** City prisoners shall be considered for County's alternative and partial confinement programs on an equal basis with County's prisoners and subject to the same rules and regulations, as well as potential sanctions, for program rule violations. City shall have access to all alternative sentencing options which are available now and which may become available in the future. Prisoner participation in such programs may be limited to an operational capacity as identified by County. Alternative and partial confinement programs shall include, but not limited to, work release and work crew and good time as determined by the Sheriff.
10. **ACCESS TO CITY PRISONERS.** All city police officers, investigators, interpreters, mental health professionals, the prosecuting attorney and the prisoner's counselor or assigned counsel shall have the right to interview the prisoner inside the confines of the County jail, subject only to necessary security rules. Interview rooms will be made available to City Police and others in equal priority with those made available for County prisoners.
11. **OPERATION OF JAIL.** County agrees to operate the jail to current professional standards and practices in accordance with all state and federal standards, whether set by constitution, statute, or regulation. City prisoners shall receive equal treatment to that supplied to County's own prisoners.
12. **LIABILITY; RISK MANAGEMENT.** It is agreed and understood that both parties have tort immunity, which remains preserved, and are both participants in Risk Management programs to protect them from certain types of Federal and State Civil Rights causes of action. Each party shall maintain sufficient coverage to protect each in the event both or one of them is sued.
13. **TERMINATION OF AGREEMENT - In Accordance with Ark. Code Ann. §14-14-910.** City shall provide written notice of its intent to terminate this Agreement without cause not less than six (6) months prior to expiration of this Agreement. County shall provide written notice of its intent to terminate this Agreement not less than six (6) months prior to expiration of this Agreement (or any renewal thereof). In the event of termination of this Agreement (or any extension thereof), the parties will work cooperatively to ensure the orderly transition of prisoners from the County jail to the new facility.
14. **ADMINISTRATION; DISPUTE RESOLUTION.**
 - a. Pursuant to Ark. Code Ann. §14-14-901, a joint board is hereby created to administer this Agreement. The Board shall consist of the Sheriff, the County Judge or designee, the Chief of Police, and the Mayor or designee. Said Board shall meet no less than quarterly to discuss pending issues and to resolve disputes if any.
 - b. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussion. If they

reach no resolution within thirty (30) days, the parties agree to submit the dispute to nonbinding mediation/dispute resolution.

15. **WAIVER.** No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later nonperformance.
16. **ASSIGNMENT.** Neither this Agreement nor any interest herein or claim hereunder shall be assigned or transferred, in whole or in part, by either County or City to any other person or entity without the prior written consent of the other party. In the event that such prior written consent to an assignment is granted, the assignee shall assume all duties, obligations and liabilities of its assignor stated in this Agreement.
17. **INDEPENDENT CONTRACTOR.** Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of County and employee of City, and vice versa, for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation, or any other rights or privileges according to either's employees by virtue of their employment. At all times pertinent hereto, employees of County are acting as County employees and employees of City are acting as City employees.
18. **PARTIAL INVALIDITY.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.
19. **ASSIGNABILITY.** The rights, duties and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
20. **NO THIRD-PARTY RIGHTS.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of any nonperformance hereunder.
21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

22. **SEVERABILITY.** If any portion of this Agreement is changed per mutual agreement, or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
23. **INTEGRATION.** This written Agreement constitutes the complete and final agreement between the parties. There are no other oral or written agreements between the parties as to the subjects covered by this Agreement. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.
24. **NOTICES AND ADMINISTRATOR.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

TO: CITY OF FAYETTEVILLE

Mayor of Fayetteville
City Hall
113 W. Mountain
Fayetteville, AR 72701

Fayetteville Police Chief
100-A W. Rock Street
Fayetteville, AR 72701

TO: WASHINGTON COUNTY

County Judge
Washington County Courthouse
280 N. College Ave., Suite 500
Fayetteville, AR 72701

Washington County Sheriff
1155 Clydesdale Dr.
Fayetteville, AR 72701

25. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas as they now read or are hereafter amended.
26. **APPROVAL AND FILING.** Each party shall approve this Agreement by resolution, ordinance, or otherwise pursuant to the laws of the governing body of said party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 19th
day of October, 2004.

CITY OF FAYETTEVILLE

By [Signature]
MAYOR

DATE: 10/19/04

By [Signature]
CHIEF OF POLICE

DATE: 10/12/04

APPROVED as to form:

[Signature]
CITY ATTORNEY

DATE: 10-21-04

WASHINGTON COUNTY

By [Signature]
COUNTY JUDGE

DATE: 11-12-04

By [Signature]
SHERIFF

DATE: 11-17-04

APPROVED as to form:

[Signature]
COUNTY ATTORNEY

DATE: 11-12-04

SCHEDULE A

The current cost of keeping a county prisoner in jail has been determined to be \$50 per day; however due to the fact the citizens of the City are paying $\frac{1}{4}$ cent sales tax and due to the long and on-going history of sharing resources between the Sheriff and City Police, the County shall charge the City \$40 per booked prisoner. For the first year, the costs will be calculated using projections made by the City based on 2004 booking figures. The amount paid by the City will be pro-rated based on the day the County begins accepting prisoners. Equal monthly payments based on the pro-rated amount will be due on the 15th of each month.

Beginning January 1 of 2006 and each year thereafter the cost will be based on the number of prisoners booked the previous year (October 1st through September 30th; e.g. October 2004 through September 2005). The per diem amount shall be adjusted to reflect increases in the actual cost and shall also be adjusted to reflect the actual prisoners booked in the previous year. County shall provide detailed information to City to justify said costs, but in any event the per booking rate shall not be increased by more than 10% per year. Payments beginning in 2006 will be in twelve equal monthly payments due on the 15th of each month.

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

19-Apr-05
City Council Meeting Date

Frank Johnson
Submitted By

Division

Police
Department

Action Required:

Request Council approval of Addendum to Interlocal Agreement for jail services.

N/A

Cost of this request

N/A

Account Number

N/A

Project Number

N/A

Category/Project Budget

N/A

Funds Used to Date

N/A

Remaining Balance

N/A

Program Category / Project Name

N/A

Program / Project Category Name

N/A

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Frank Johnson
Department Director

3/29/05
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

D. P. Whitaker
City Attorney

3/29/05

Stephen D. ...
Finance and Internal Service Director

3/29/05
Date

Received in City Clerk's Office



Received in Mayor's Office



Mayor

Date

Comments:

ALDERMAN AGENDA REQUEST FORM

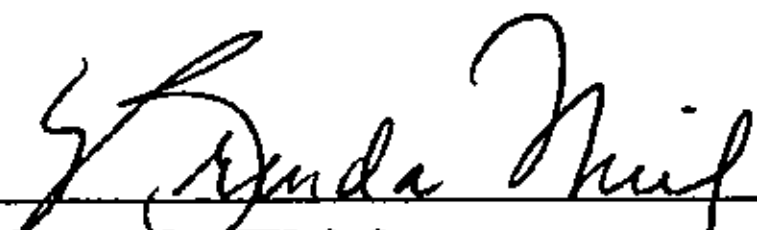
FOR: COUNCIL MEETING OF APRIL 5, 2005

FROM:
ALDERMAN BRENDA THIEL

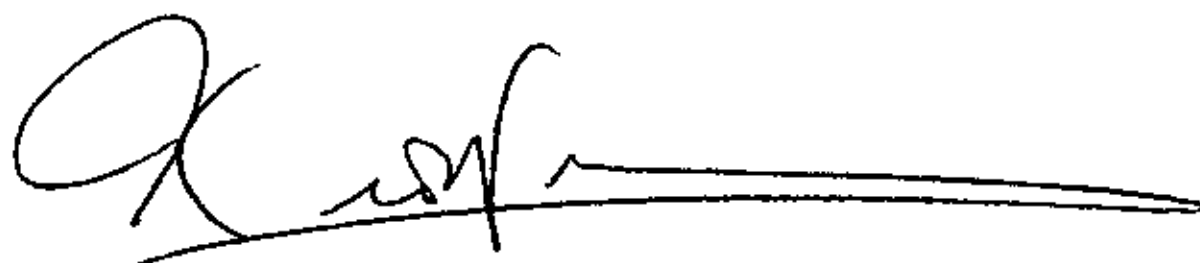
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO ADD §96.09 TO THE CODE OF FAYETTEVILLE TO RESTRICT THE
USE OF A COMPRESSION RELEASE ENGINE BRAKE OR "JAKE BRAKE"

APPROVED FOR AGENDA:


Brenda Thiel
Alderman

3/21/05
Date


Kit Williams
City Attorney (as to form)

3-18-05
Date

Left on the first reading 4/5/05

ORDINANCE NO. _____

AN ORDINANCE TO ADD §96.09 TO THE CODE OF FAYETTEVILLE TO RESTRICT THE USE OF A COMPRESSION RELEASE ENGINE BRAKE OR "JAKE BRAKE"

WHEREAS, the use of compression release engine brakes, also known as "jake brakes" within the city limits disturbs citizens and constitutes a nuisance.

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 amends Chapter 96: Noise Control by enacting and adding a new section as shown below:

"96.09 Compression Release Engine Brake or 'Jake Brake'"

- (A) "A compression release engine brake or 'jake brake' or other hydraulically operated device that converts a power producing diesel or gas engine into a power absorbing retarding mechanism with a correspondingly increased amount of noise emission shall not be engaged or used within the city limits of Fayetteville except in the case of failure of the service brake system, adverse weather conditions, or other emergency necessitating the compression release engine brake's use."
- (B) Fire trucks are exempted from the requirements of this section.

PASSED and APPROVED this 5th day of April, 2005.

APPROVED:

By: _____

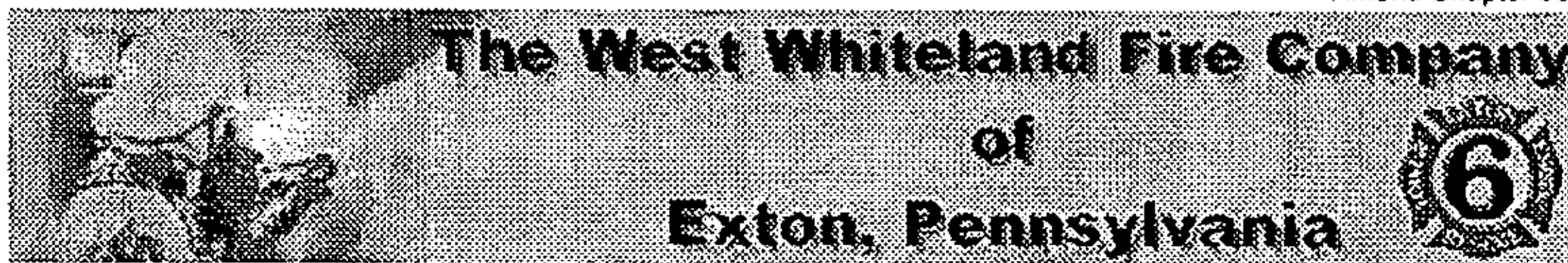
DAN COODY, Mayor

DRAFT

ATTEST:

By: _____

SONDRA SMITH, City Clerk



How a "Jake Brake" Works

The basic idea behind a "Jake Brake" is to use the engine to provide brake power. If you own a stick shift car and have ever downshifted to provide braking, you understand part of the idea. When you brake a car by downshifting, you are using the engine to vacuum to slow the car down.

A "Jake Brake" goes one step further, and actually turns the engine into an air compressor to provide a great deal more braking power. If you have any knowledge how an engine works, you understand the compressing of air in the cylinders takes power. If the engine's drive shaft is turning the engine to brake the truck, the power is stored in the cylinder, so if you let the compressed air simply pushes the piston back down. Therefore you don't really get any braking at all from the compression stroke on an unmodified engine.

A Jake Brake modifies the timing on the exhaust valves so that when braking is desired, the exhaust valves open right as the piston reaches the top of the compression stroke. The energy gathered in the compressed air is released, so the compression stroke actually provides braking power.

The main advantage of a "Jake Brake" is that it saves wear on the normal brakes. This is especially important on long downhill stretches.



CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning &

Date: March 28, 2005

Subject: Rezoning for SCB Investments (RZN 05-1409)

RECOMMENDATION

The Planning Commission voted to recommend the subject rezoning request to rezone approximately 1.43 acres of property from RSF-4, Residential Single Family – 4 units per acre, to RMF-24, Residential Multi-Family – 24 units per acre.

BACKGROUND

Property: The subject property is located near the southwest corner of Leverett Avenue and Melmar Drive, and is owned by SBC Investments. The former owners were those owners/operators of the adjacent Maria H apartment complex who, in April 2004, requested to rezone 1.89 acres, comprising the subject property, to RMF-24. The request was tabled, however, and no further action was taken to rezone the property until this time. The 1.43-acre property is currently comprised of an older single family home and large yard, remnants of a larger farm which once existing in the area. Surrounding properties are all multi-family in zoning and land use, with the exception of to the south, where an established, older single family residential subdivision is situated. Maria H apartments border the property to the west and north, with additional multi-family development proposed on this property.

Proposal: The developer intends to develop multi-family units on this property, uses not permitted in the RSF-4 zoning designation. The shape of the property, a remnant parcel of surrounding development, may make subdivision of the property into single family lots impractical. The proposed zoning allows for a maximum density of 24 units per acre, resulting in a maximum potential of 34 dwelling units.

Request: The request is to rezone the property RMF-24, Residential Multi-family, 24 units per acre.

DISCUSSION

This item was heard at the regular Planning Commission on March 28, 2005. No public comment was received. The Planning Commission voted 9-0-0 to forward this item to the City Council with a recommend in favor of the rezoning request to RMF-24, Residential Multi-Family – 24 units per acre.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 05-1409 FOR PROPERTY
LOCATED AT 1841 LEVERETT AVENUE CONTAINING
APPROXIMATELY 1.43 ACRES FROM RSF-4, RESIDENTIAL
SINGLE FAMILY, FOUR UNITS PER ACRE, TO RMF-24,
RESIDENTIAL MULTI-FAMILY - 24 UNITS PER ACRE.

**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 RSF-4, Residential Single Family, four units per acre, to RMF-24,
Residential Multi-family, twenty-four units per acre, 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 _____, 2005.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

EXHIBIT "A"
RZN 05-1409

A PART OF EVIN'S FARM ADDITION TO THE CITY OF FAYETTEVILLE, BEING PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$; THENCE NORTH 953.00 FEET; THENCE WEST 35.00 FEET TO THE POINT OF BEGINNING; THENCE N87°17'22"W 360.73 FEET; THENCE N02°42'38"E 145.00 FEET; THENCE S87°17'22"E 213.86 FEET; THENCE N02°42'38"E 71.00 FEET; THENCE S87°17'22"E 144.00 FEET; THENCE S01°56'57"W 216.02 FEET TO THE POINT OF BEGINNING, CONTAINING 1.43 ACRES, MORE OR LESS, BEING SUBJECT TO THE RIGHT-OF-WAY OF LEVERETT AVENUE ALONG THE EAST SIDE THEREOF, AND ALSO BEING SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

DRAFT



PC Meeting of March 28, 2005

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Suzanne Morgan, Associate Planner
THRU: Jeremy Pate, Director of Current Planning
DATE: March 23, 2005

RZN 05-1409: (SCB INVESTMENTS, LLC, 366): Submitted by N. ARTHUR SCOTT for property located at 1841 LEVERETT AVENUE. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 1.43 acres. The request is to rezone the subject property to RMF-24, Residential Multi-family, 24 units/acre.

Property Owner: SCB INVESTMENTS, LLC Planner: SUZANNE MORGAN

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings herein.

PLANNING COMMISSION ACTION:	Required <u>YES</u>
	☒ Approved ☐ Denied
Date: <u>March 28, 2005</u>	Shackelford/Clark ² 9-0-0
CITY COUNCIL ACTION:	Required <u>YES</u>
	☐ Approved ☐ Denied
Date: <u>April 19, 2005 (1st reading if recommended)</u>	

BACKGROUND:

Property: The subject property is located near the southwest corner of Leverett Avenue and Melmar Drive, and is owned by SBC Investments. The former owners were those owners/operators of the adjacent Maria H apartment complex who, in April 2004, requested to rezone 1.89 acres, comprising the subject property, to RMF-24. The request was tabled, however, and no further action was taken to rezone the property until this time. The 1.43-acre property is currently comprised of an older single family home and large yard, remnants of a larger farm which once existing in the area. Surrounding properties are all multifamily in zoning and land use, with the exception of to the south, where an established, older single family residential subdivision is situated. Maria H apartments border the property to the west and north, with additional multi-family development proposed on this property.

Proposal: The developer intends to develop multi-family units on this property, uses not permitted in the RSF-4 zoning designation. The shape of the property, a remnant parcel of surrounding development, may make subdivision of the property into single family lots impractical. The proposed zoning allows for a maximum density of 24 units per acre, resulting in a maximum potential of 34 dwelling units.

Request: The request is to rezone the property RMF-24, Residential Multi-family, 24 units per acre.

Recommendation: Staff recommends approval of the rezoning request based on findings stated herein. The development of this property will be consistent of that to the north.

SURROUNDING LAND USE AND ZONING:

Direction	Land Use	Zoning
North	Maria H apartment complex	RMF-24, Res. Multifamily, 24 DU/acre
South	Single family homes	RSF-4, Res. Single Family, 4 DU/acre
East	Multifamily apartments	RMF-24, Res. Multifamily, 24 DU/acre
West	Maria H apartment complex	RMF-24, Res. Multifamily, 24 DU/acre

INFRASTRUCTURE:

Streets: Currently the site has access to Leverett Avenue. At the time of development, this street will need to be brought up to current standards along the property frontage. These improvements may include right-of-way dedication, pavement, curb and gutter, storm drainage and sidewalks.

Surrounding Master Street Plan Streets:

North: Melmar (Local)

South: Belclaire (Local)

East: Leverett Ave. (Collector)

Water: The property currently has access to a 6" water line along Leverett Avenue. An extension of the water main may be required to provide water supply and fire protection within any development on this property. The main may also have to be looped to the north to connect with the 6" line along Melmar Drive to provide dual feed for the development.

Sewer: The site currently does have access to sanitary sewer. A capacity analysis of the sewer lines and/or lift stations downstream of the connection point shall be conducted prior to development.

Fire: The subject property is located 1.1 miles from the Fire Station #2. Normal driving time is 2 min. 28 seconds. From Fire Station #4, the property is 2.9 miles, a driving time of 5 minutes and 40 seconds. Water supply with fire hydrants will be necessary for this property to develop.

Police: It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density nor will it create an undesirable increase on police services.

LAND USE PLAN: The General Plan 2020 Future Land Use Plan designates this site as **Residential**. Rezoning this property to RMF-24 is consistent with the land use plan and is compatible with surrounding multifamily land use.

FINDINGS OF THE STAFF

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

Finding: The proposed zoning for a multifamily residential land use is compatible with adjacent and nearby multifamily dwellings already existing. An existing, fully developed single family neighborhood exists directly south of this property and the adjacent developed Maria H apartment property. Appropriate measures should be taken at the time of development to adequately transition the development of higher density dwelling units adjacent to a lower density. The General Plan designates this area for Residential land use, which is compatible with the proposed RMF-24 zoning.

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 order to promote orderly and consistent development patterns making use of existing infrastructure. The rezoning is needed for the development of a multifamily project as proposed by the applicant. A multi-family residential development could not be developed on this site with the existing RSF-4 zoning in place. The applicant proposes to develop multi-family units in this location.

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

Finding: Though a small property, the proposed zoning will potentially create additional traffic on Leverett Avenue and Melmar Drive. The Fayetteville Police Department contends that this rezoning will not create an appreciable increase in traffic danger and 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 would increase population density from that zoning currently in place. The 1.43 acre tract under an RSF-4 zoning designation would allow for a maximum 5 single family residential dwelling units. With the proposed RMF-24 designation, a maximum of 34 multifamily dwelling units would be permitted. This increases the possible number of residential units, however is in keeping with existing land uses and density in the surrounding area.

Increased load on public services were taken into consideration and recommendations from Engineering, Fire, and Police Departments are included in this report.

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

161.13 District RMF-24, Residential Multi-Family – Twenty-Four Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park
Unit 25	Professional offices
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	4 to 24
----------------	---------

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a Manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres

Professional offices	1 acres
----------------------	---------

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartment:	
•No bedroom	1,700 sq. ft.
•One bedroom	1,700 sq. ft.
•Two bedroom	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	25 ft.

Cross reference(s)—Variance, Ch. 156.

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

March 24, 2005

Jeremy Pate
Interim Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request for a determination of whether the proposed Rezoning **RZN 05-1413: (Jones, 294)**, **RZN 05-1409 (SCB Investments, LLC, 366)** and **RZN 05-1412: (Mountain Ranch/Terminella, 478)** would substantially alter the population density and thereby undesirably increase the load on public services or create and appreciable increase in traffic danger and traffic congestion.

It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density nor will it create an undesirable increase on police services.

Individually, each of these rezoning do not necessarily substantially alter the population density, nor do they create and appreciable increase in traffic danger and congestion. The sum total presented over the years, however, has had a substantial impact on the demand for police services and has caused an appreciable increase in traffic congestion. Without the addition of police patrol personnel, these areas may see a lack of traffic enforcement or may experience situations where officers are delayed in answering many calls for service because of call volume exceeds the number of officers available to respond in a timely manner.

Sincerely,

Captain William Brown
Fayetteville Police Department

PROJECT DESIGN CONSULTANTS, INC.

February 16, 2005

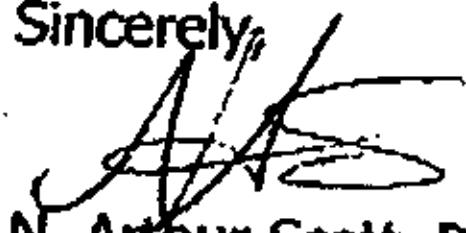
City of Fayetteville
Planning Department
125 West Mountain
Fayetteville, AR 72701
Attn: Mr. Jeremy Pate

**RE: Rezoning of property located at 1841 Leverett St
Fayetteville, AR 72703**

Dear Mr. Pate:

The subject property mentioned above is currently owned by SCB Investments, LLC. Currently, the property is zoned RS4. We propose to rezone the property to RMF-24. This zoning change will relate better to the surrounding property uses; which is a mixture of zoning. The Property immediately to the north and west is zoned RMF_24 and occupied by apartments. This is also the case with the zoning to the east, across Leverett Ave. The site is served by City water and sewer. Leverett Avenue contains a six- inch water main and a fifteen- inch sanitary sewer line. In addition, six inch sewer lines wrap around the west and south boundaries. It will have similar land usage and traffic counts; the appearance will blend better and there is no signage proposed as yet. If you have any further questions, please contact me at 479-248-1161.

Sincerely,

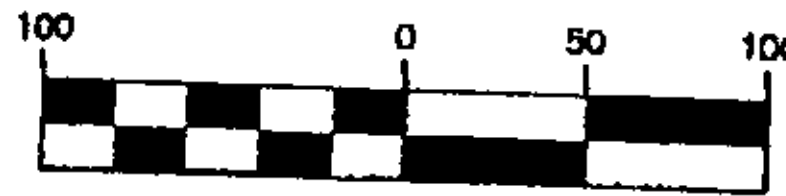


N. Arthur Scott, PE
President

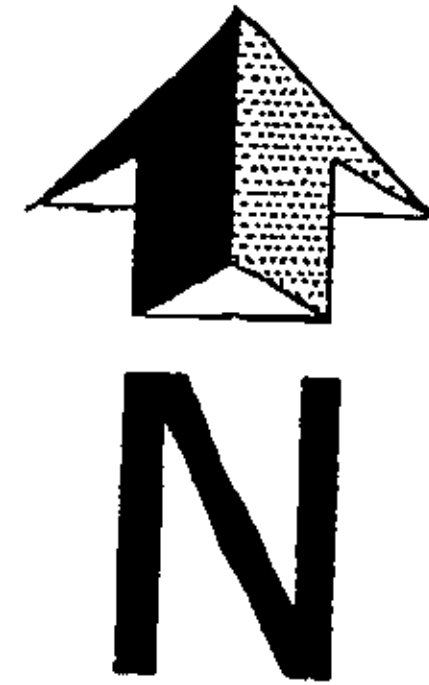
130 N. MAIN • CAVE SPRINGS, AR 72718
PHONE: 479-248-1161 • FAX: 479-248-1462

EXHIBIT

GRAPHIC SCALE



(IN FEET)
1 INCH = 100 FEET



MARIA H APARTMENTS

ZONED RMF - 24

JORDAN RENTALS, LLC
PO BOX 2398
HELENA, AR 72390
PARCEL 765-02714-000

ZONED RMF - 24

JORDAN RENTALS, LLC
PO BOX 2398
HELENA, AR 72390
PARCEL 765-02714-000

RASBERRY PROPERTIES
PO BOX 2398
HELENA, AR 72390
PARCEL 765-02714-000

1.43 ACRES
M/L

EXISTING ZONING RSF-4
PROPOSED-ZONING RMF - 24

ZONED RMF - 24

AMERLOCK, WALTER R & MARJORIE H
PO BOX 182
FAYETTEVILLE, AR 72702
PARCEL 765-08303-000

BEL-AIR 2ND ADD

RABERT, JIMMY E & MOLLY
2308 FOX TRAIL
FAYETTEVILLE, AR 72703
PARCEL 765-02713-000

KHLEGOR, DOUGLAS E &
SHANTON D
800 BEL AIR
FAYETTEVILLE, AR 72703
PARCEL 765-02710-000

HOBBS, MOY & SARAH
301 ARDWAY TRAIL
SPRINGDALE, AR 72764
PARCEL 765-02711-000

ZONED RSF-4
ANSTRE, SUSAN E &
DEN BOER, ERIC
800 BEL AIR DR
FAYETTEVILLE, AR 72703
PARCEL 765-02713-000

RABERT, JIMMY E & MOLLY
2308 FOX TRAIL
FAYETTEVILLE, AR 72703
PARCEL 765-02713-000

LEVERETT AVE

BEL-AIR DR

COPY



BRIAN D. SCOTT PLS# 1287

2/16/05
DATE



GEOMATIC CONSULTANTS INC.

ZONING EXHIBIT FOR
SCB INVESTMENTS, LLC
CITY OF FAYETTEVILLE
COUNTY OF WASHINGTON
STATE OF ARKANSAS

134 N. MAIN STREET
CAVE SPRINGS, AR 72718
PHONE: (479) 248-1466
FAX: (479) 248-1462

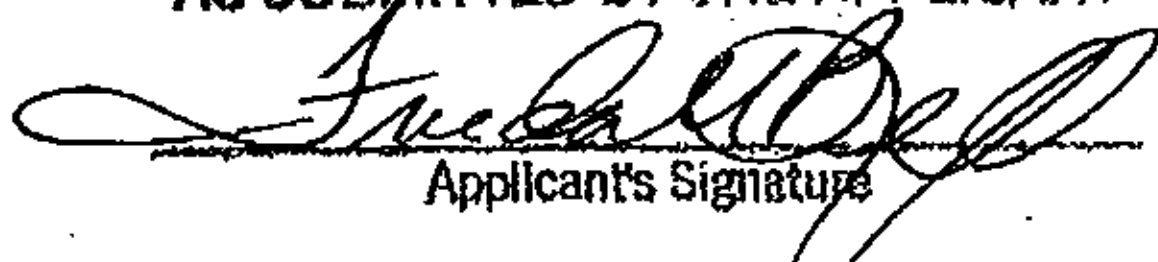
DRAWN BY: VDS	CHECKED BY: BDS
DWG: 40201_EXHIBIT.DWG	
SCALE: 1" = 100'	DATE: 02-16-05

SURVEY DESCRIPTION:

A PART OF EVIN'S FARM ADDITION TO THE CITY OF FAYETTEVILLE, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SW1/4 OF THE SW1/4; THENCE NORTH 953.00 FEET; THENCE WEST 35.00 FEET TO THE POINT OF BEGINNING; THENCE N87°17'22"W 360.73 FEET; THENCE N02°42'38"E 145.00 FEET; THENCE S87°17'22"E 213.86 FEET; THENCE N02°42'38"E 71.00 FEET; THENCE S87°17'22"E 144.00 FEET; THENCE S01°56'57"W 216.02 FEET TO THE POINT OF BEGINNING, CONTAINING 1.43 ACRES, MORE OR LESS, BEING SUBJECT TO THE RIGHT-OF-WAY OF LEVERETT AVENUE ALONG THE EAST SIDE THEREOF, AND ALSO BEING SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT


Applicant's Signature

Parcel closes

*Second submission,
not the same as the
original, signed version.*

*Submitted as
RZND05-1400*

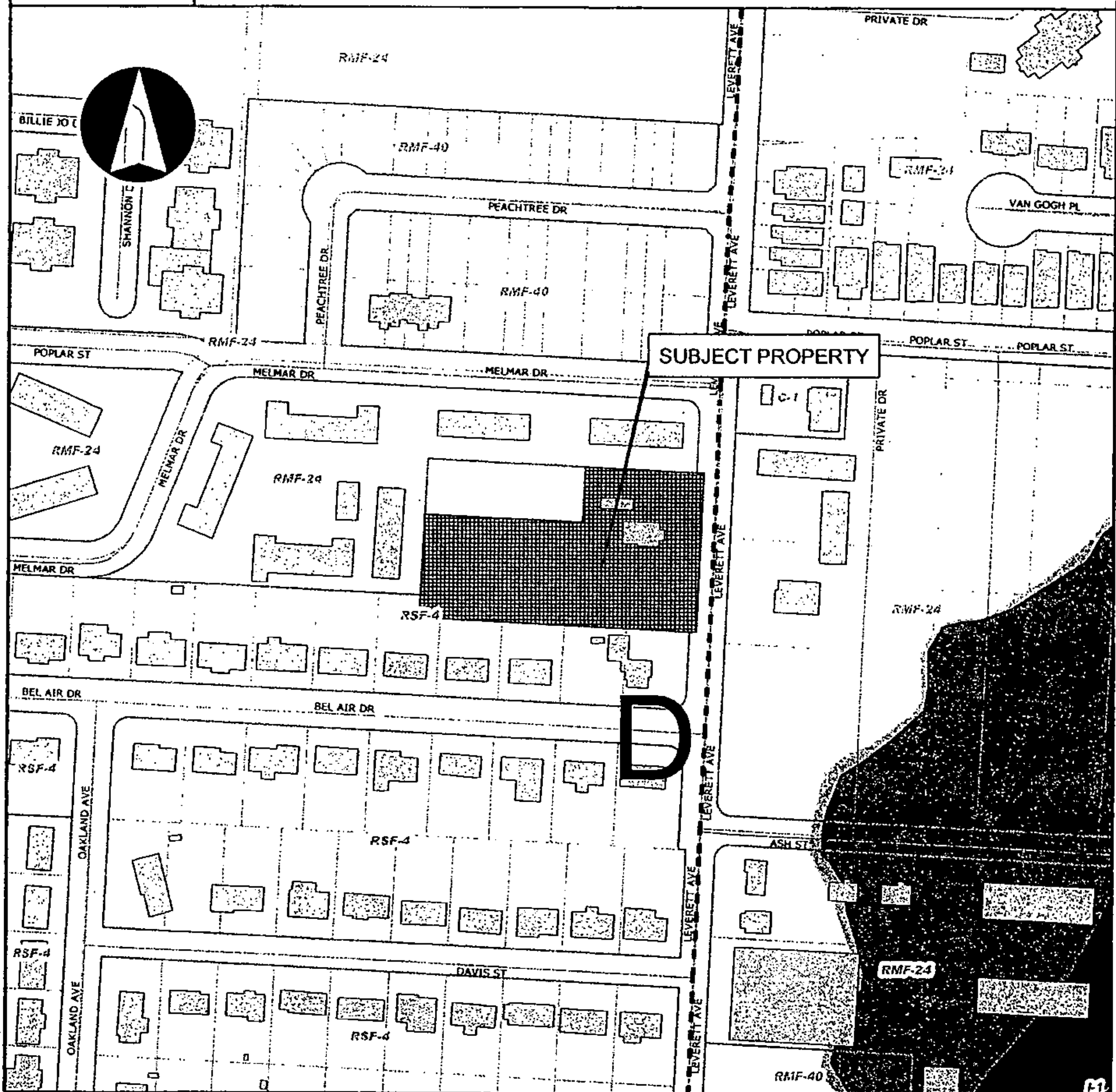
3/8/2005

TJ

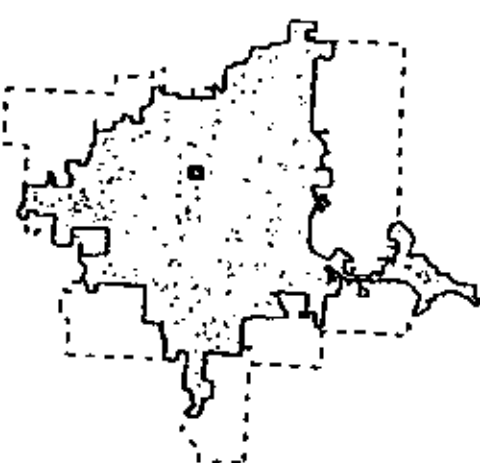
RZN05-1409

Close Up View

SCB INVESTMENTS, LLC



Overview



Legend

RZN05-1409

Overlay District

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

FLOODWAY

100 YEAR

500 YEAR

LIMIT OF STUDY

BaseLine Profile

Fayetteville

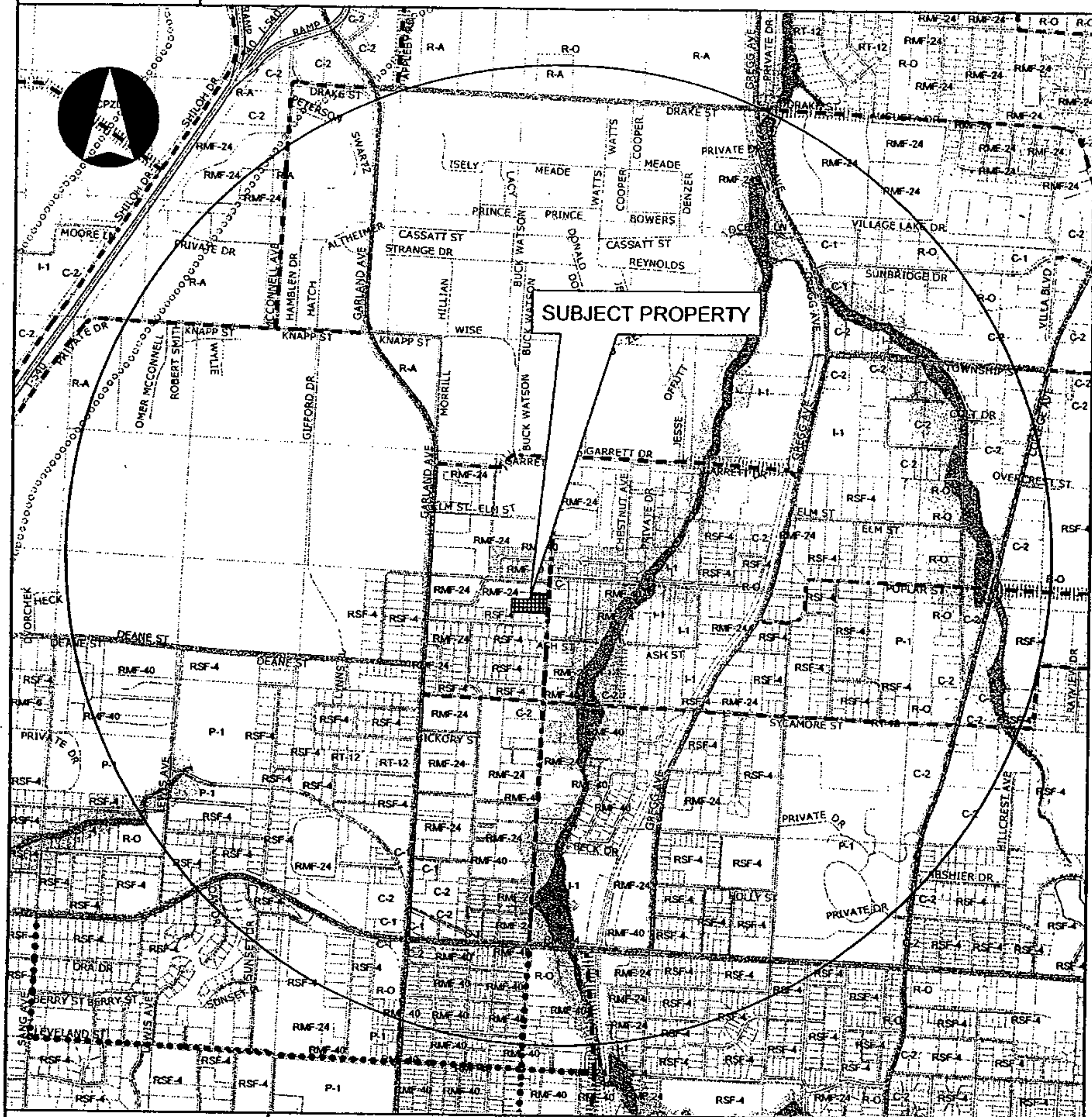
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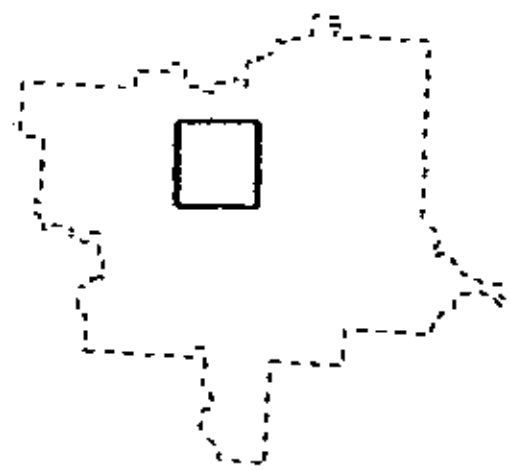
RZN05-1409

One Mile View

SCB INVESTMENTS, LLC



Overview



Legend

Subject Property

RZN05-1409

Boundary

- Planning Area
- Overlay District
- Outside City

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

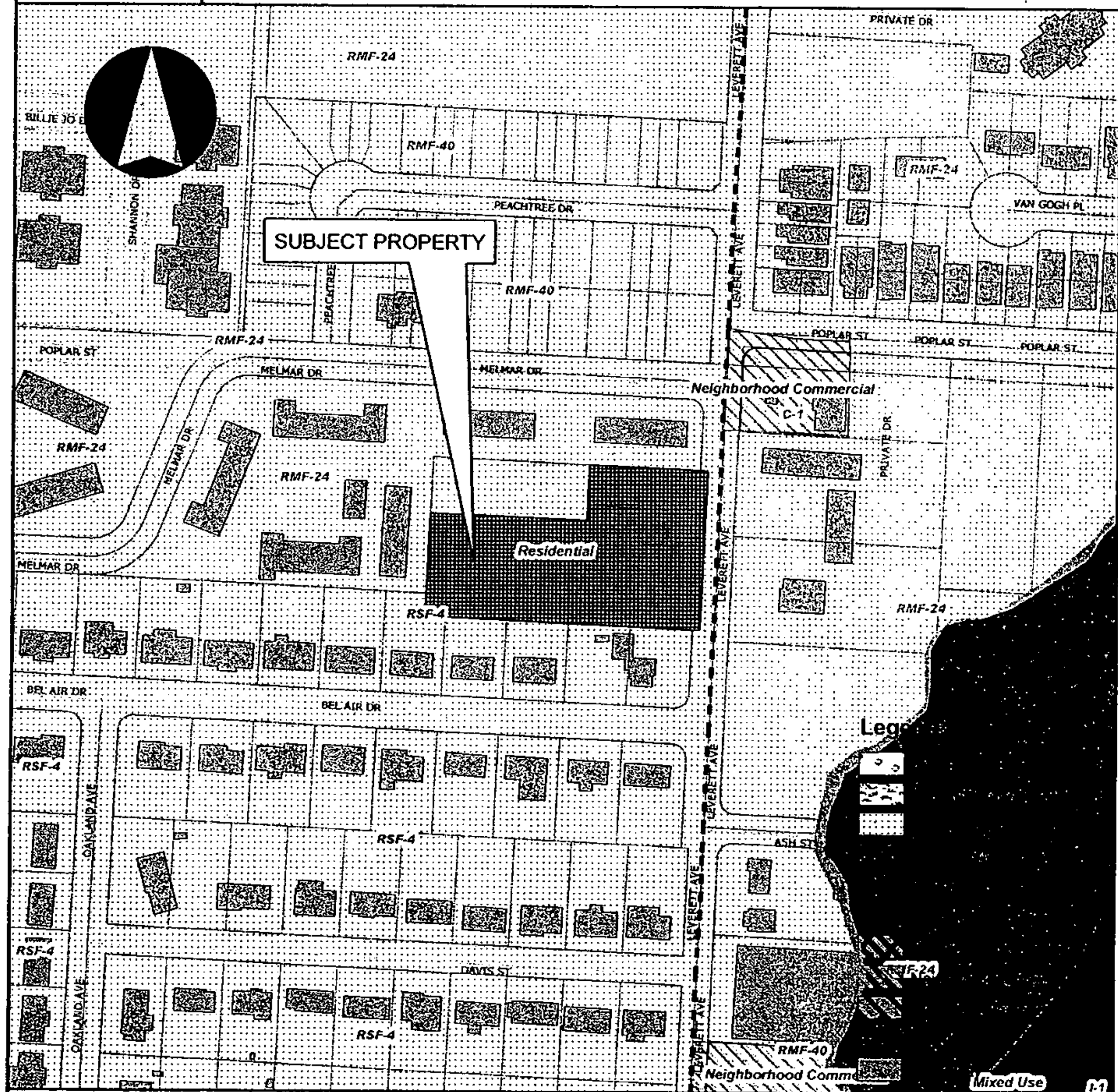
Historic Collector

0 0.1 0.2 0.4 0.6 0.8 Miles

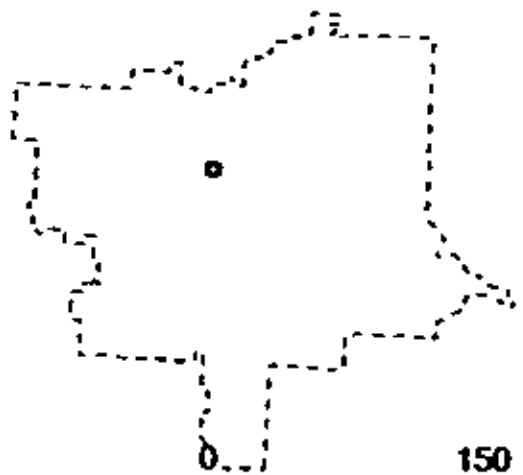
RZN05-1409

Future Land Use

SCB INVESTMENTS, LLC



Overview



Legend

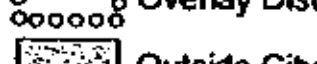
Subject Property



Streets



Boundary



Master Street Plan



150

300

600

900

1,200

Feet

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

19-Apr-05
City Council Meeting Date

Jeremy Pate *JP*
Submitted By

Planning
Division

Operations
Department

Action Required:

RZN 05-1409: (SCB INVESTMENTS, LLC, 366): Submitted by Project Design Consultants for property located at 1841 LEVERETT AVENUE. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 1.43 acres. The request is to rezone the subject property to RMF-24, RESIDENTIAL MULTI-FAMILY - 24 UNITS/ACRE.

\$0.00

Cost of this request

n/a

Category/Project Budget

n/a

Program Category / Project Name

n/a

Account Number

n/a

Funds Used to Date

n/a

Program / Project Category Name

n/a

Project Number

n/a

Remaining Balance

n/a

Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☐

[Signature] 4.1.05
Department Director Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

[Signature] 4-4-05
City Attorney Date

Received in City Clerk's Office
ENTERED
4-5-05
T

Mayor

Mayor
gone 7.1.16
4/11

Date

Received in Mayor's Office

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: March 28, 2005

Subject: Rezoning for Mountain Ranch/Terminella (RZN 05-1412)

RECOMMENDATION

The Planning Commission voted to recommend the subject rezoning request to rezone approximately 21.05 acres of property from R-A, Residential Agricultural, to RSF-4, Residential Single Family – 4 units per acre.

BACKGROUND

Property: The subject property contains approximately 21.05 acres located southeast of the Fayetteville Boys & Girls Club and adjoins an extension of Persimmon Street as reflected on the City's Master Street Plan. Approximately 78.42 acres immediately adjacent to the west was annexed and rezoned RSF-4 in July 2004. In addition to the property currently zoned RSF-4 and that property proposed to be rezoned, the applicant owns 205.97 acres to the east which is currently zoned R-A.

Proposal: The applicant intends to develop a single family residential subdivision, as one phase of a larger multi-use project. At the time of annexation and rezoning of the property to the west, the developer anticipated that development of the land would most likely be in the form of a Planned Zoning District, as densities for single family homes will likely vary significantly, depending upon terrain, floodplain, tree canopy, available and constructed access, among other factors. Single family use, with a mixture of density, is the developer's primary intent for land use in this area, along with supporting facilities developing both on the applicant's property and on adjacent properties.

The applicant is requesting an RSF-4 zoning district knowing that the desired development for the property is single family residential dwelling units, not to exceed 4 units per acre.

Request: The applicant is requesting the property be rezoned from R-A, Residential Agricultural, to RSF-4, Residential Single Family, 4 Dwelling Units per Acre.

DISCUSSION

This item was heard at the regular Planning Commission on March 28, 2005. No public comment was received. The Planning Commission voted 8-0-1 to forward this item to the City Council with a recommendation in favor of the rezoning to RSF-4, Residential Single Family – 4 units per acre, with Commissioner Anthes voting against.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZN 05-1412 FOR PROPERTY SOUTH
OF FUTURE PERSIMMON STREET CONTAINING
APPROXIMATELY 21.05 ACRES FROM R-A, RESIDENTIAL
AGRICULTURAL, TO RSF-4, RESIDENTIAL SINGLE FAMILY,
FOUR UNITS PER ACRE.

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-A, Residential Agricultural to RSF-4, Residential Single Family, four
units per acre, 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 _____, 2005.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

EXHIBIT "A"
RZN 05-1412

PART OF THE FRACTIONAL NW ¼ OF THE NW ¼ OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 30 WEST, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID FRACTIONAL NW ¼ OF THE NW ¼ OF SECTION 18; THENCE S 87°34'55"E 876.87 FEET ALONG THE NORTH LINE THEREOF; THENCE LEAVING SAID NORTH LINE S 02°25'05"W 64.95 FEET; THENCE 73.06 FEET ALONG A CURVE TO THE LEFT HAVING 40.00 FOOT RADIUS AND A S 40°05'39"W 63.32 FOOT CHORD; THENCE 49.69 FEET ALONG A CURVE TO THE LEFT HAVING 172.50 FOOT RADIUS AND A S 20°28'53"E 49.52 FEET CHORD; THENCE S 28°43'59"E 320.79 FEET; THENCE S 61°16'01"W 155.00 FEET; THENCE S 28°43'59"E 143.88 FEET; THENCE S 61°16'01"W 349.40 FEET; THENCE S 36°46'51"W 306.00 FEET; THENCE N 36°52'30"W 23.63 FEET; THENCE 393.30 FEET ALONG A CURVE TO THE RIGHT HAVING 565.27 FOOT RADIUS AND A S 72°59'46"W 385.42 FOOT CHORD; THENCE N 87°04'16"W 111.76 FEET TO THE WEST LINE OF SAID FRACTIONAL NW ¼ OF THE NW ¼ OF SECTION 18; THENCE ALONG SAID WEST LINE N 02°15'42"E 1180.75 FEET TO THE POINT OF BEGINNING, CONTAINING 21.05 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD OR FACT.

DRAFT



PC Meeting of March 28, 2005

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Suzanne Morgan, Associate Planner
THRU: Jeremy Pate, Director of Current Planning
DATE: March 23, 2005

RZN 05-1412: (MOUNTAIN RANCH/TERMINELLA, 478): Submitted by CRAFTON TULL & ASSOCIATES INC. - ROGERS for property located SOUTH OF THE FUTURE PERSIMMON ST., SOUTHEAST OF THE BOYS AND GIRLS CLUB. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 21.05 acres. The request is to rezone the subject property to RSF-4, Residential Single-family, 4 units per acre.

Property Owner: RESERVE, LLC

Planner: Suzanne Morgan

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings herein.

PLANNING COMMISSION ACTION:	Required <u>YES</u> ☒ Approved ☐ Denied
Date: <u>March 28, 2005</u>	Shackelford/Trumbo ² 8-0-1 with Commissioner Arthes voting no.
CITY COUNCIL ACTION:	Required <u>YES</u> ☐ Approved ☐ Denied
Date: <u>April 19, 2005 (1st reading if recommended)</u>	

BACKGROUND:

Property: The subject property contains approximately 21.05 acres located southeast of the Fayetteville Boys & Girls Club and adjoins an extension of Persimmon Street as reflected on the City's Master Street Plan. Approximately 78.42 acres immediately adjacent to the west was annexed and rezoned RSF-4 in July 2004. In addition to the property currently zoned RSF-4 and that property proposed to be rezoned, the applicant owns 205.97 acres to the east which is currently zoned R-A. The applicant has submitted a property line adjustment to adjust the eastern boundary line of a parcel to match the eastern property line of this rezoning request. Staff has approved this property line adjustment contingent on recordation of a warranty deed dedicating right-of-way for Ruppel Road adjacent to the proposed Elementary/Middle School.

Proposal: The applicant intends to develop a single family residential subdivision, as one phase of a larger multi-use project. At the time of annexation and rezoning of the property to the west, the

developer anticipated that development of the land would most likely be in the form of a Planned Zoning District, as densities for single family homes will likely vary significantly, depending upon terrain, floodplain, tree canopy, available and constructed access, among other factors. Single family use, with a mixture of density, is the developer's primary intent for land use in this area, along with supporting facilities developing both on the applicant's property and on adjacent properties.

The applicant is requesting an RSF-4 zoning district knowing that the desired development for the property is single family residential dwelling units, not to exceed 4 units per acre.

Request: The applicant is requesting the property be rezoned from R-A, Residential Agricultural, to RSF-4, Residential Single Family, 4 Dwelling Units per Acre.

Related Issues: Approximately 78.42 acres immediately adjacent to the west was rezoned RSF-4 in July 2004. The Planning Commission voted 5-4 to forward the rezoning request with a recommendation in support of RSF-4, with the City Council approving the rezoning unanimously.

Recommendation: Staff recommends approval of the rezoning request. Future changes or additional development on this site will be regulated by the city allowing for a more uniform and consistent development pattern.

SURROUNDING LAND USE AND ZONING:

Direction	Land Use	Zoning
North	Boys & Girls Club & vacant property	R-A, Residential Agricultural
South	Vacant, undeveloped	R-A, Residential Agricultural
East	Vacant, undeveloped	R-A, Residential Agricultural
West	Vacant; Marinoni RZN	RSF-4, Res. Single family - 4 units/acre

INFRASTRUCTURE:

Streets: Currently the site does not have access to any constructed street, although it is adjacent to the future extension of Persimmon Street. The overall tract on which this property is located abuts Persimmon Street and Ruppel Road. At the time of development, these streets will need to be brought up to current standards along the property frontage. These improvements include right-of-way dedication, pavement, curb and gutter, storm drainage and sidewalks.

Surrounding Master Street Plan Streets:

North: Persimmon St. (planned collector)

West: Ruppel Road (minor arterial)

Water: The site currently does have access to public water. The nearest water main is a 12" main along Persimmon Street. Water service will need to be extended within the property at the time of development. Additional connections may be required to complete looped systems.

Sewer: The site currently does not have access to sanitary sewer. An off-site sewer main extension will be required to serve this development. There is an 8" sewer main to the west. A capacity analysis of the sewer lines and/or lift stations downstream of the connection point shall be conducted prior to development.

Fire: The subject property is located 0.493 miles from future Fire Station #7 on Ruppel Road. Normal driving time is 1 minute. Water supply and construction of streets will be necessary for this property to develop.

Police: It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density nor will it create an undesirable increase on police services.

LAND USE PLAN: General Plan 2020 designates this site **Residential**. Rezoning this property to RSF-4 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 for a Single Family residential subdivision is compatible with adjacent and nearby single family residential land use. The General Plan designates this area for residential uses, which is compatible with the proposed RSF-4 zoning.

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 order to promote orderly and consistent development patterns making use of existing infrastructure. A higher density than the current R-A zoning district is appropriate in this area, and would provide compatibility with adjoining developments that are zoned RSF-4, R-PZD and currently being developed with residential subdivisions. In order to provide the connectivity and network of public infrastructure with adjacent residential subdivisions in a manner that is consistent with the future land use plan and guiding policies of annexation, a residential zoning district is needed.

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

Finding: Development with the proposed zoning will provide additional traffic on

streets in the area. Most streets in this area are undeveloped and will require full construction to city specifications. Ruppel Road is the only currently constructed street in the vicinity, recently built with a 28-foot width. Three approved developments, Persimmon Place Subdivision, Cross Keys PZD and the Ruppel Row PZD, along with developments to the west of the subject property, will combine to construct Persimmon Street west of Ruppel Road. A traffic signal has also recently been installed and is in operation at the intersection of Ruppel Road and Wedington Drive. The Fayetteville Police Department finds that this rezoning will not substantially alter the population density nor will it create an undesirable increase on police services.

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

Finding: The proposed zoning would increase population density in the area. Currently the property is vacant, undeveloped and virtually uninhabited, yielding no significant population. The 21.05 acre tract under an R-A, Residential Agricultural designation would allow for a maximum of 10 dwelling units (1 per 2 acres) if fully developed. With the proposed RSF-4 designation, 84 dwelling units could be permitted, if fully developed. This increases the possible number of residential dwelling units, however public service providers' assessments indicate that with public infrastructure provided by the developer in the construction of water, sanitary and storm sewer lines, streets and street lights, the increase in population density will not undesirably increase the load on public services.

Increased load on public services were taken into consideration and recommendations from Engineering, Fire, and Police Departments are included in this report.

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

161.07 District RSF-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot width minimum	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq. ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
25 ft.	8 ft.	20 ft.

(F) *Height.* None.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

March 24, 2005

Jeremy Pate
Interim Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request for a determination of whether the proposed Rezoning **RZN 05-1413: (Jones, 294)**, **RZN 05-1409 (SCB Investments, LLC, 366)** and **RZN 05-1412: (Mountain Ranch/Terminella, 478)** would substantially alter the population density and thereby undesirably increase the load on public services or create and appreciable increase in traffic danger and traffic congestion.

It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density nor will it create an undesirable increase on police services.

Individually, each of these rezoning do not necessarily substantially alter the population density, nor do they create and appreciable increase in traffic danger and congestion. The sum total presented over the years, however, has had a substantial impact on the demand for police services and has caused an appreciable increase in traffic congestion. Without the addition of police patrol personnel, these areas may see a lack of traffic enforcement or may experience situations where officers are delayed in answering many calls for service because of call volume exceeds the number of officers available to respond in a timely manner.

Sincerely,

Captain William Brown
Fayetteville Police Department

Item 6 on Rezoning Application Checklist: Zoning Request Description

- a. Current ownership information. The property is currently owned by The Reserve, L.L.C., and there are no known proposed or pending property sales at this time.
- b. Reason for zoning change request. To allow development of the tract as a single family residential subdivision. This project is the first phase of a larger, multi-use project.
- c. How the property relates to surrounding properties. This property will continue the emerging trend in the area for single family residential uses, and fit in well with these uses. This trend has been recognized by Fayetteville school officials with location of a new school across Ruppel Road from the property. In addition, inclusion of land for parks has been worked out with the Parks Advisory Board to meet the expected needs for recreational facilities in the area. Anticipated traffic needs have been addressed with the cooperative improvement and construction of both Persimmon Street and Ruppel Road in the vicinity by developers of various projects within the area.
- d. Availability of water and sewer. Both water and sewer are available in the area. An 8" water has been extended to the Boys and Girls Club, immediately to the north of this tract, and a 36" water line runs along the I-540 frontage road to the east. An 8" sanitary sewer exists along the north property line. Sewer capacity concerns for this area will be addressed with completion of the new treatment plant to the west.

Item 7 on Rezoning Application Checklist:

- a. The proposed zoning is entirely consistent with the land use and zoning plans.
- b. The proposed zoning is justified because it is needed to initiate the development of the proposed project.
- c. The proposed zoning will increase traffic; however, improvements to Ruppel Road and Persimmon Street are part of the proposed project.
- d. The proposed zoning will not cause an undesirable increase to the load on public services because water and sewer are already present. There is a new school under construction adjacent to the proposed project.
- e. The city has grown around the project site, so that agriculture is no longer the best use of the property.

FROM

03-09-05:08:38AM:

(WED) MAR 9 2005 8:50/ST. 8:49/NO. 630714978Z
(Mountain Ranch/Terminella)
Page 12 of 16

C. 2

RZN 05-1412

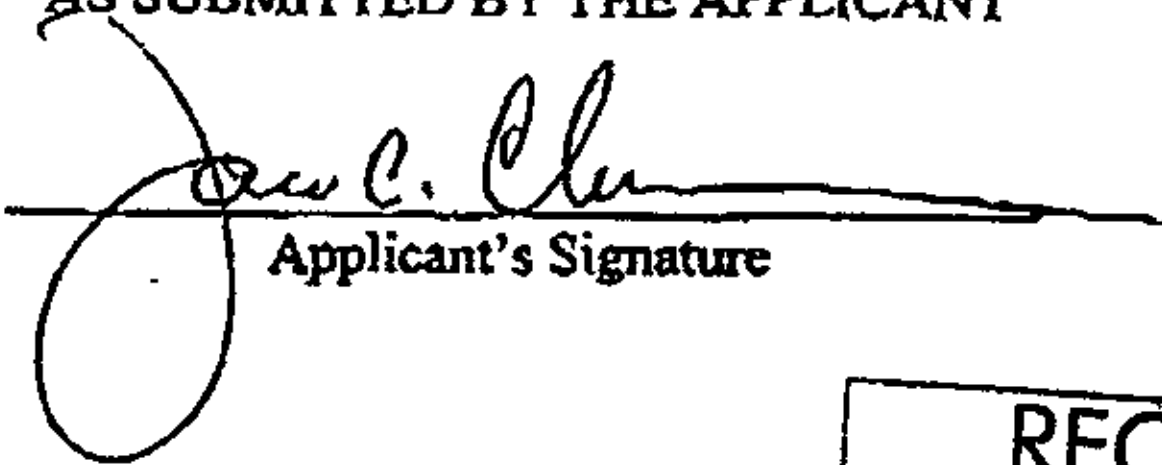
Proposed Rezoning

DESCRIPTION: PART OF TRACT 1 REVISED

PART OF THE FRACTIONAL NW 1/4 OF THE NW 1/4 OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 30 WEST, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

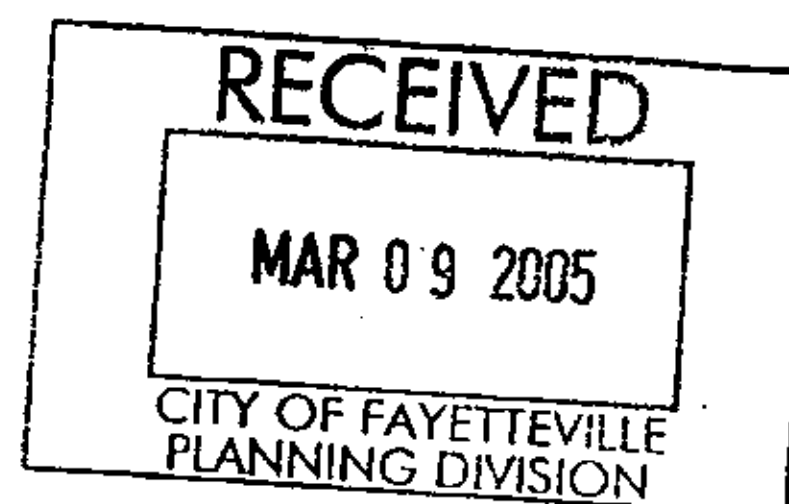
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EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT


Applicant's Signature

Submitted as
RZN 05-1412

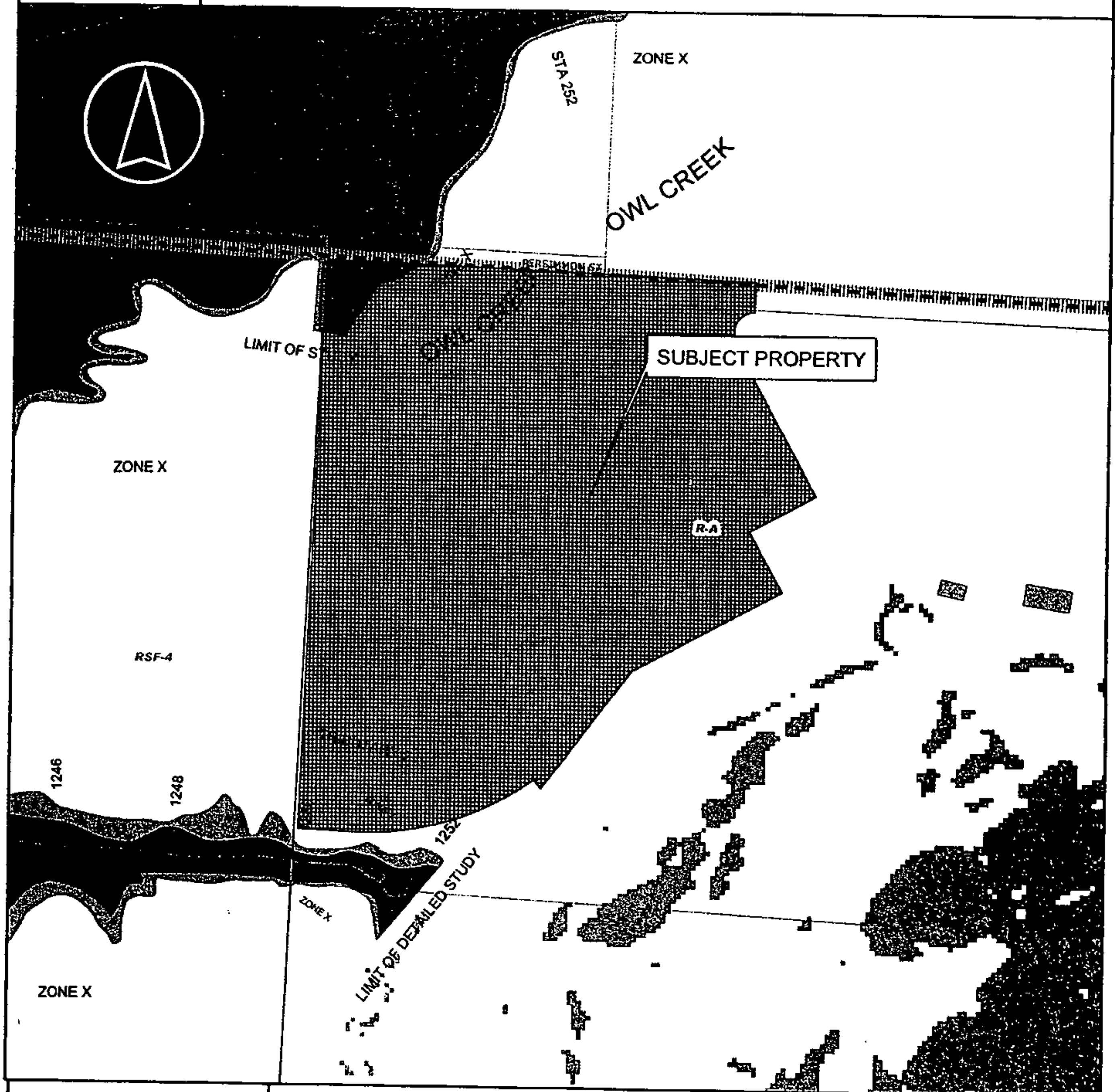
3/9/2005 TJ



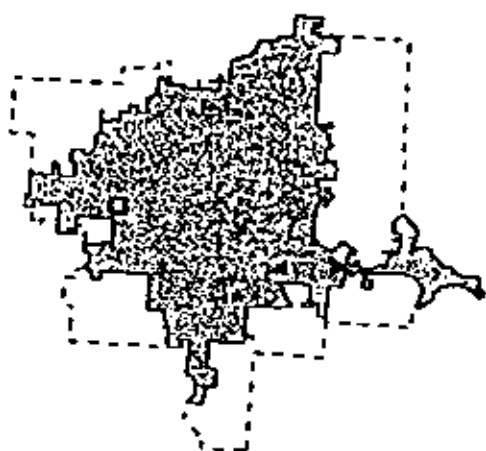
RZN05-1412

Close Up View

MOUNTAIN RANCH/TERMINELLA



Overview



Legend

RZN05-1412

Overlay District
Master Street Plan
Master Street Plan
Freeway/Expressway

Principal Arterial
 Minor Arterial
 Collector
 Historic Collector

FLOODWAY
100 YEAR

500 YEAR
LIMIT OF STUDY
BaseLine Profile
 Fayetteville
 Outside City
 Slope Greater Than 15%

0 75 150 300 450 600
Feet

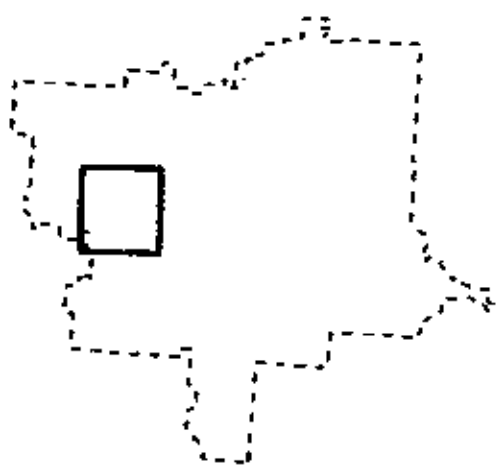
RZN05-1412

One Mile View

MOUNTAIN RANCH/TERMINELLA



Overview



Legend

Subject Property

RZN05-1412

Boundary

Planning Area

Overlay District

Outside City

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

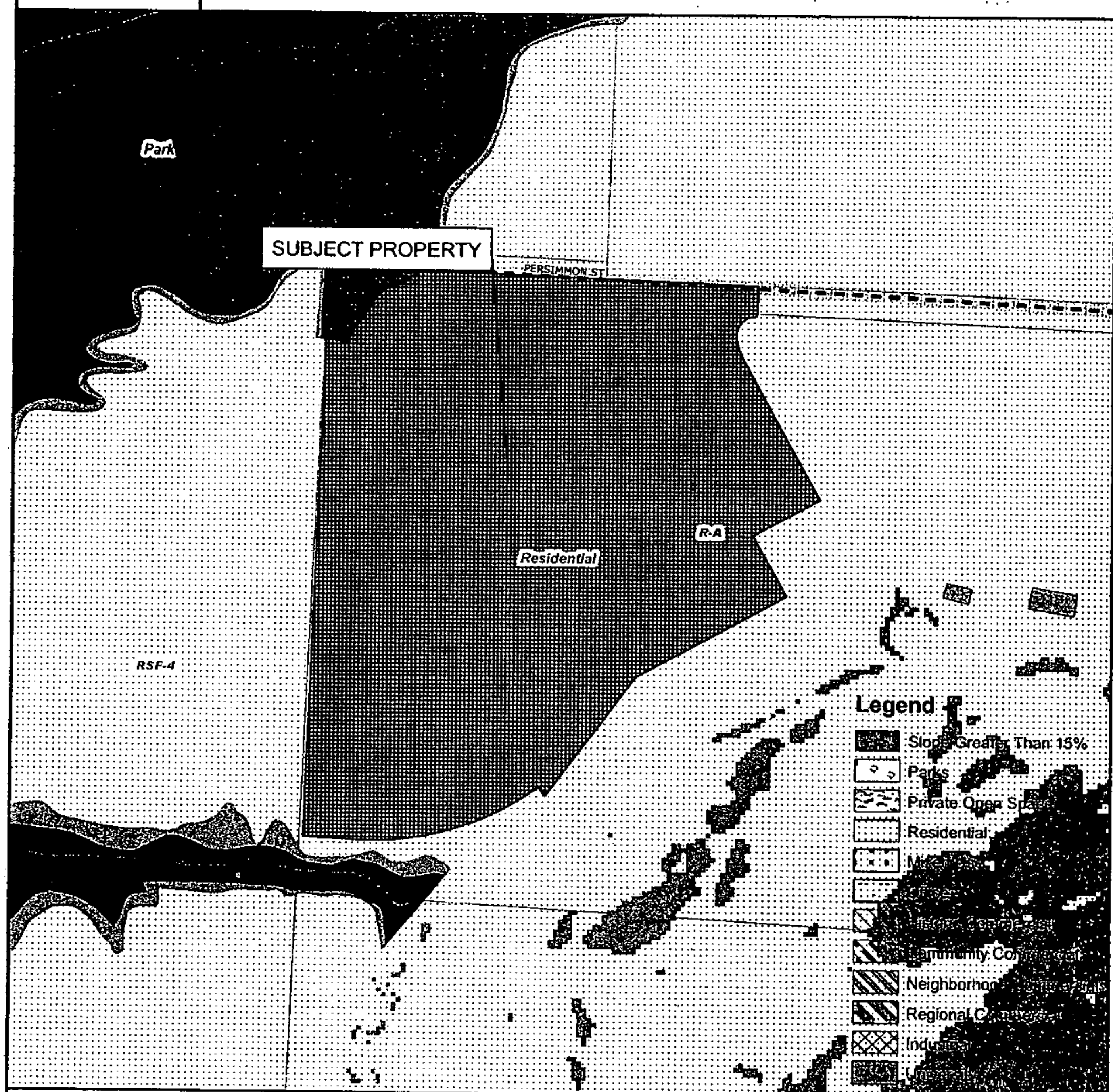
Historic Collector

0 0.1 0.2 0.4 0.6 0.8 Miles

RZN05-1412

Future Land Use

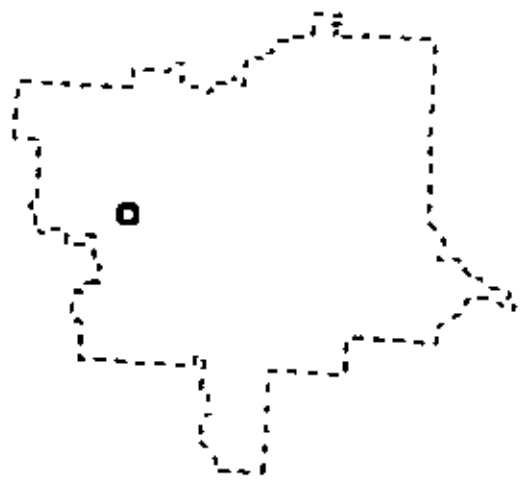
MOUNTAIN RANCH/TERMINELLA



Legend

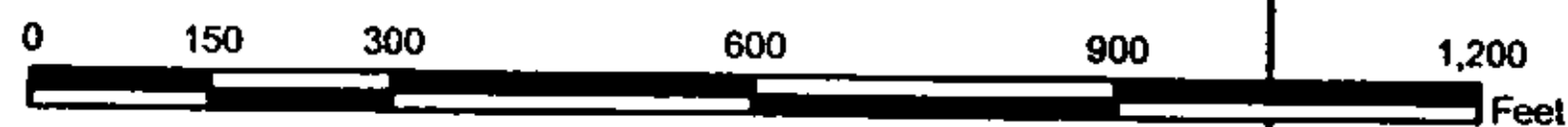
- Slope Greater Than 15%
- Parks
- Private Open Space
- Residential
- Medium Density Residential
- High Density Residential
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- Utility

Overview



Legend

- Subject Property**
 - RZN05-1412
- Streets**
 - Existing
 - Planned
- Boundary**
 - Planning Area
 - Overlay District
 - Outside City
- Master Street Plan**
 - Freeway/Expressway
 - Principal Arterial
 - Minor Arterial
 - Collector
 - Historic Collector



City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

C. 2
RZN 05-1412
(Mountain Ranch/Terminella)
Page 16 of 16

19-Apr-05
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

RZN 05-1412: (MOUNTAIN RANCH/TERMINELLA, 478): Submitted by CRAFTON TULL & ASSOCIATES INC. - ROGERS for property located SOUTH OF THE FUTURE PERSIMMON ST., SOUTHEAST OF THE BOYS AND GIRLS CLUB. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 21.05 acres. The request is to rezone the subject property to RSF-4, Residential Single-family, 4 units per acre.

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

Budgeted Item ☐

Budget Adjustment Attached ☐


Department Director

4-1-05
Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a


City Attorney

4-4-05
Date

Received in City Clerk's Office



Received in Mayor's Office

Mayor

Date

Comments:

City Council Meeting of April 19, 2005
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning *JP*

Date: March 28, 2005

Subject: Rezoning for Jones (RZN 05-1413)

RECOMMENDATION

The Planning Commission voted to recommend the subject rezoning request to rezone approximately 4.77 acres of property from R-A, Residential Agricultural, to RSF-2, Residential Single Family – 2 units per acre.

BACKGROUND

Property: The subject property is located east of Crossover Road. The property consists of three lots, zoned R-A, Residential Agricultural. All but the southern most property is undeveloped. For the owner to develop single family home on each of the remaining two properties, a variance would be required, as the minimum 2 acre lot area requirement is not met. Property to the south is zoned RSF-4 and developed for single family use. The St. John's Lutheran Church and Hickory Park R-PZD (under construction) are west of this property and Crossover Rd.

Proposal: The developer intends to develop this property for single family use at a density slightly greater than the current R-A zoning designation would permit. The proposed zoning allows for a maximum density of 2 units per acre, resulting in a maximum potential of 9 dwelling units.

Request: The request is to rezone the property RSF-2, Residential Single-family, 2 units per acre.

DISCUSSION

This item was heard at the regular Planning Commission on March 28, 2005. No public comment was received. The Planning Commission voted 9-0-0 forward this item to the City Council with a recommend in favor of the rezoning request to RSF-2, Residential Single Family – 2 units per acre.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 05-1413 FOR PROPERTY LOCATED AT 2468 N CROSSOVER RD. (THE NE CORNER OF CROSSOVER & TOWNSHIP) CONTAINING APPROXIMATELY 4.77 ACRES, FROM R-A, RESIDENTIAL-AGRICULTURAL TO RSF-2, RESIDENTIAL SINGLE-FAMILY 2 UNITS/ACRE

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-A, Residential Agricultural to RSF-2, Residential Single Family, two units per acre, 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 _____, 2005.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

EXHIBIT "A"

RZN 05-1413

Tract 2: Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 17 North, Range 29 West, and being more particularly described as follows, to-wit: Beginning at a point on the right-of-way of State Highway 265, said point being 555.02 feet east and 257.3 feet north of the southwest corner of said 40 acre tract, running thence east 324.56 feet, thence along an existing fence line N03°32'17"W 225.30 feet, thence West 303.0 feet to a point on the right-of-way of State Highway 265, thence S01°57'00"W 225.00 feet to the Point of Beginning, containing 1.62 acres, more or less.

Tract 3: Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 17 North, Range 29 West, and being more particularly described as follow, to wit: Beginning at a point, which is 555.02 feet East and 482.30 feet North of the southwest corner of said 40 acre tract, said point being on the East right-of-way line of State Highway 265, and running thence along said right-of-way N01°57'00"E 225.00 feet, thence N85°39'00"E 299.50 feet to an existing iron pin, thence along an existing fence line S00°45'44"W 247.61 feet, thence West 303.00 feet to the point of beginning, containing 1.63 acres, more or less.

Tract 4: Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 17 North, Range 29 West, and being more particularly described as follows, to-wit: Beginning at a point on the right-of-way of State Highway 265, said point being 555.02 feet east and 707.30 feet north of the southwest corner of said 40 acre tract, running thence N85°39'00"E 299.50 feet to an existing iron pin, thence along an existing fence line N21°02'12"W 304.21 feet, thence S72°44'25"W 189.44 feet, along an existing fence line to a point on the right-of-way of State Highway 265, thence S01°57'00"W 250.59 feet to the point of beginning, containing 1.52 acres, more or less.



PC Meeting of March 28, 2005

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Suzanne Morgan, Associate Planner
THRU: Jeremy Pate, Director of Current Planning
DATE: March 23, 2005

RZN 05-1413: (JONES, 294): Submitted by TOM HENNELLY for property located at 2468 N CROSSOVER RD. (THE NE CORNER OF CROSSOVER & TOWNSHIP). The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 4.77 acres. The request is to rezone the subject property to RSF-2, Residential Single-family, 2 units per acre.
Property Owner: JERRY & LYNN ROGERS JONES Planner: Suzanne Morgan

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings herein.

PLANNING COMMISSION ACTION:	Required <u>YES</u>
Date: <u>March 28, 2005</u>	☒ Approved ☐ Denied Anthes/Shackelford ² 9-0-0
CITY COUNCIL ACTION:	Required <u>YES</u>
Date: <u>April 19, 2005 (1st reading if recommended)</u>	☐ Approved ☐ Denied

BACKGROUND:

Property: The subject property is located east of Crossover Road. The property consists of three lots, zoned R-A, Residential Agricultural. All but the southern most property is undeveloped. For the owner to develop single family home on each of the remaining two properties, a variance would be required, as the minimum 2 acre lot area requirement is not met. Property to the south is zoned RSF-4 and developed for single family use. The St. John's Lutheran Church and Hickory Park R-PZD (under construction) are west of this property and Crossover Rd.

Proposal: The developer intends to develop this property for single family use at a density slightly greater than the current R-A zoning designation would permit. The proposed zoning allows for a maximum density of 2 units per acre, resulting in a maximum potential of 9 dwelling units.

Request: The request is to rezone the property RSF-2, Residential Single-family, 2 units per acre.

Recommendation: Staff recommends approval of the rezoning request based on findings stated herein. The development of this property will be consistent to that of surrounding properties.

SURROUNDING LAND USE AND ZONING:

Direction	Land Use	Zoning
North	Single Family residential lots	R-A, Res. Agricultural RSF-4, Res. Single-family – 4 units/acre
South	Vacant; owned by City of Fayetteville	R-A, Res. Agricultural
East	Single Family residential home	RMF-24, Res. Multifamily, 24 units/acre
West	St. John's Lutheran Church; Hickory Park	P-1, Industrial R-PZD 04-05.00

INFRASTRUCTURE:

Streets: Currently the site has direct access to Highway 265 (Crossover Road) and is just north of the intersection of Crossover Rd. and Township St. Road improvements may be required. These improvements include, right-of-way dedication, pavement, curb and gutter, storm drainage and sidewalks.

Surrounding Master Street Plan Streets:

South: Township St (designated a Collector west of Crossover & a Local St. east of Crossover)

West: Crossover Rd (Principal Arterial)

Water: The site currently does have access to public water. The nearest water main is a 12" main along the west property line. Water service may need to be extended within the property at the time of development. Additional connections may be required to complete looped systems.

Sewer: The site currently does not have access to sanitary sewer. An off-site sewer main extension will be required to serve this development. There are a couple possible connections for sewer. A capacity analysis of the sewer lines and/or lift stations downstream of the site shall be conducted prior to development.

Fire: The subject property is located 1.5 miles from the Fire Station #5. Normal driving time to the site is approximately 2 min. 15 seconds.

Police: It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density nor will it create an undesirable increase on police services.

LAND USE PLAN: The General Plan 2020 Future Land Use Plan designates this site as **Residential**. Rezoning this property to RSF-2 is consistent with the land use plan and is compatible with surrounding land use.

FINDINGS OF THE STAFF

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

Finding: The proposed zoning for single family use at two units per acre is compatible with adjacent and nearby single family dwellings already existing and those being constructed at this time (i.e. Hickory Park). The General Plan designates this area for Residential land use, which is compatible with the proposed RSF-2 zoning. Access must be considered as this site is at the outskirts of the city and located on a street which needs improvement.

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 order to allow the existing property to be developed for single family use consistent with surrounding development patterns. The existing zoning designation would allow for the development of two additional single family homes on the property, subject to Board of Adjustment approval. Rezoning the property to RSF-2 would allow slightly greater density, while consistent with the surrounding developments.

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

Finding: The additional density will not create a significant increase in the amount of traffic currently utilizing Crossover Road and Township Street. Access to these properties, however, will need to be thoroughly reviewed at the time of development to avoid a dangerous traffic situation on Crossover Road. At this time, if the existing lots were brought into compliance, two driveways could potentially be constructed to access Crossover Road. Staff recommends that should the property be subdivided, lots utilize an alley to reduce the number of curb cuts onto Crossover Rd.

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 would increase population density from that zoning currently in place. The 4.77 acre tract under an R-A zoning designation

would allow for a maximum 2 single family residential dwelling units. With the proposed RSF-2 designation, a maximum of 9 single family dwelling units would be permitted. This change in zoning will increase the possible number of residential units; however, it is in keeping with existing land uses and density in the surrounding area.

Increased load on public services were taken into consideration and recommendations from Engineering, Fire, and Police Departments are included in this report.

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

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	One-half
----------------	----------

(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height requirements.* There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

K:\Reports\2005\PC Reports\03-28-05\RZN 05-1413 (Jones).doc

161.06 District Rsf-2, Residential Single-Family – Two Units Per Acre

(A) *Purpose.* To provide a single-family dwelling transition zone between single-family neighborhoods that have developed with larger lot sizes (one acre and over) and areas that have developed with smaller lot sizes (8,000 sq. ft.), and to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	2
----------------	---

(D) *Bulk and area regulations.*

Lot width minimum	100 ft.
Lot area minimum	21,780 sq. ft.
Land area per dwelling unit	21,780 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
30 ft.	15 ft.	30 ft.

(F) *Height regulations.*

Building height maximum	35 ft.
-------------------------	--------

(G) *Building area.* None.

March 24, 2005

Jeremy Pate
Interim Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request for a determination of whether the proposed Rezoning **RZN 05-1413: (Jones, 294)**, **RZN 05-1409 (SCB Investments, LLC, 366)** and **RZN 05-1412: (Mountain Ranch/Terminella, 478)** would substantially alter the population density and thereby undesirably increase the load on public services or create and appreciable increase in traffic danger and traffic congestion.

It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter the population density nor will it create an undesirable increase on police services.

Individually, each of these rezoning do not necessarily substantially alter the population density, nor do they create and appreciable increase in traffic danger and congestion. The sum total presented over the years, however, has had a substantial impact on the demand for police services and has caused an appreciable increase in traffic congestion. Without the addition of police patrol personnel, these areas may see a lack of traffic enforcement or may experience situations where officers are delayed in answering many calls for service because of call volume exceeds the number of officers available to respond in a timely manner.

Sincerely,

Captain William Brown
Fayetteville Police Department



City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

February 15, 2005

Attn: Planning Department

Re: Jones Rezoning

On behalf of my clients, Mr. Jerry Jones, and Mrs. Lynn Rogers-Jones, please consider this correspondence an official request to rezone their property from R-A to RSF-2. The Jones are the sole owners of the property which this request depicts. They would like to rezone this property so that they may pursue a preliminary plat submittal for a subdivision in the near future. The property is adjacent to R-A and RSF-4 zoned properties. The traffic generated from this property will be similar to that generated by adjacent property. The land use from this zoning will be slightly more dense than the R-A zoned property and less dense than the RSF-4 property. All utilities, with the exception of sanitary sewer are available on this property. Gas and electric are available along the west side of Highway 265 and a 12 inch water line is located along the east side. Sanitary sewer will be brought from the northwest corner of lot #16 of the Glennwood Addition, located to the northwest of this property.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Hennelly', is written over a horizontal line.

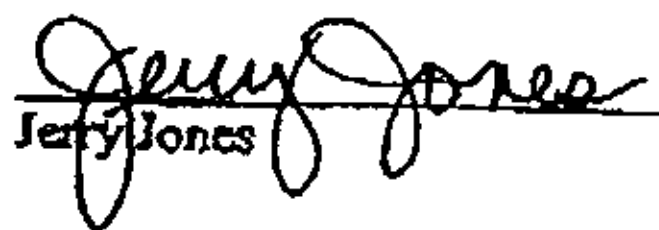
Thomas A. Hennelly, P.E.
President, H2 Engineering, Inc.

EXHIBIT "A"

Tract 2: Part of the SW ¼ of the SW ¼ of Section 31, Township 17 North, Range 29 West, and being more particularly described as follows, to-wit: Beginning at a point on the right-of-way of State Highway 265, said point being 555.02 feet east and 257.3 north of the southwest corner of said 40 acre tract, running thence east 324.56 feet, thence along an existing fence line N03°32'17"W 225.30 feet, thence West 303.0 feet to a point on the right-of-way of State Highway 265, thence S01°57'00"W 225.00 feet to the Point of Beginning, containing 1.62 acres.

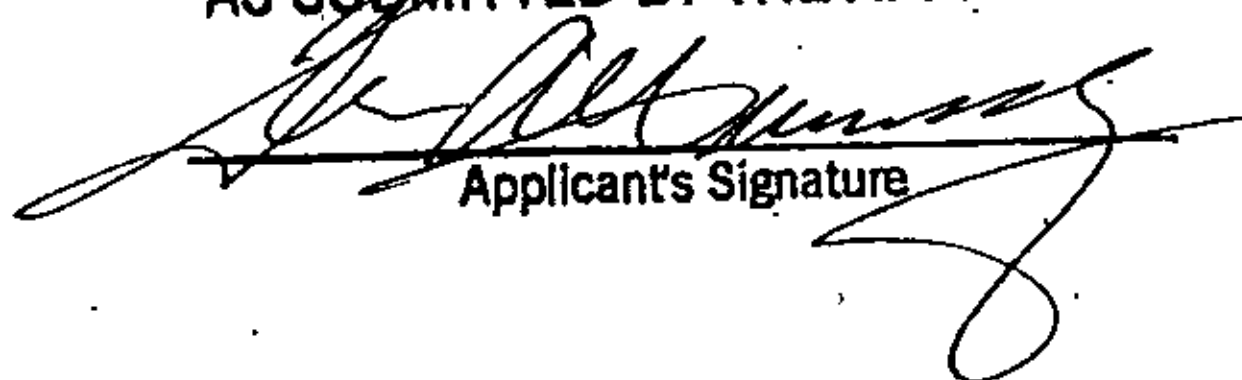
Tract 3: Part of the SW ¼ of the SW ¼ of Section 31, Township 17 North, Range 29 West, and being more particularly described as follows, to-wit: Beginning at a point which is 555.02 feet East and 482.30 feet North of the southwest corner of said 40 acre tract, said point being on the East right-of-way line of State Highway 265, and running thence along said right-of-way N01°57'00"E 225.00 feet, thence N85°39'00"E 299.50 feet to an existing iron pin, thence along an existing fence line S00°45'44"W 247.61 feet, thence West 303.00 feet to the point of beginning, containing 1.63 acres more or less.

Tract 4: Part of the SW ¼ of the SW ¼ of Section 31, Township 17 North, Range 29 West, and being more particularly described as follows, to-wit: Beginning at a point on the right-of-way of State Highway 265, said point being 555.02 feet east and 707.30 north of the southwest corner of said 40 acre tract, running thence N85°39'00"E 299.50 feet to an existing iron pin, thence along an existing fence line N21°02'12"W 304.21 feet, thence S72°44'25"W 189.44 feet, along an existing fence line to a point on the right-of-way of State Highway 265, thence S01°57'00"W 250.59 feet to the point of beginning, containing 1.52 acres, more or less.

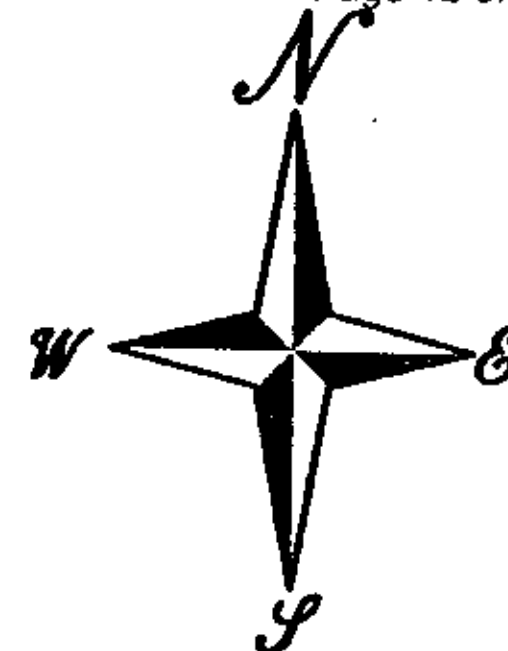

Jerry Jones


Lynn Rogers-Jones

EXHIBIT "A"
PROPERTY TO BE REZONED
AS SUBMITTED BY THE APPLICANT


Applicant's Signature

Submitted as
RZN 05-1413
TS 3/4/05



Concept #3
Jerry Jones

PAGE	of	PAGES
1		1

Checked by:

Drawn by:

Horizontal Scale: 1"=100'

Vertical Scale: n/a

Date: 11FEB05

Revisions:

**ENGINEERING, INC.**

2758 MILLENNIUM DRIVE
Suite 1

FAYETTEVILLE, ARKANSAS 72703

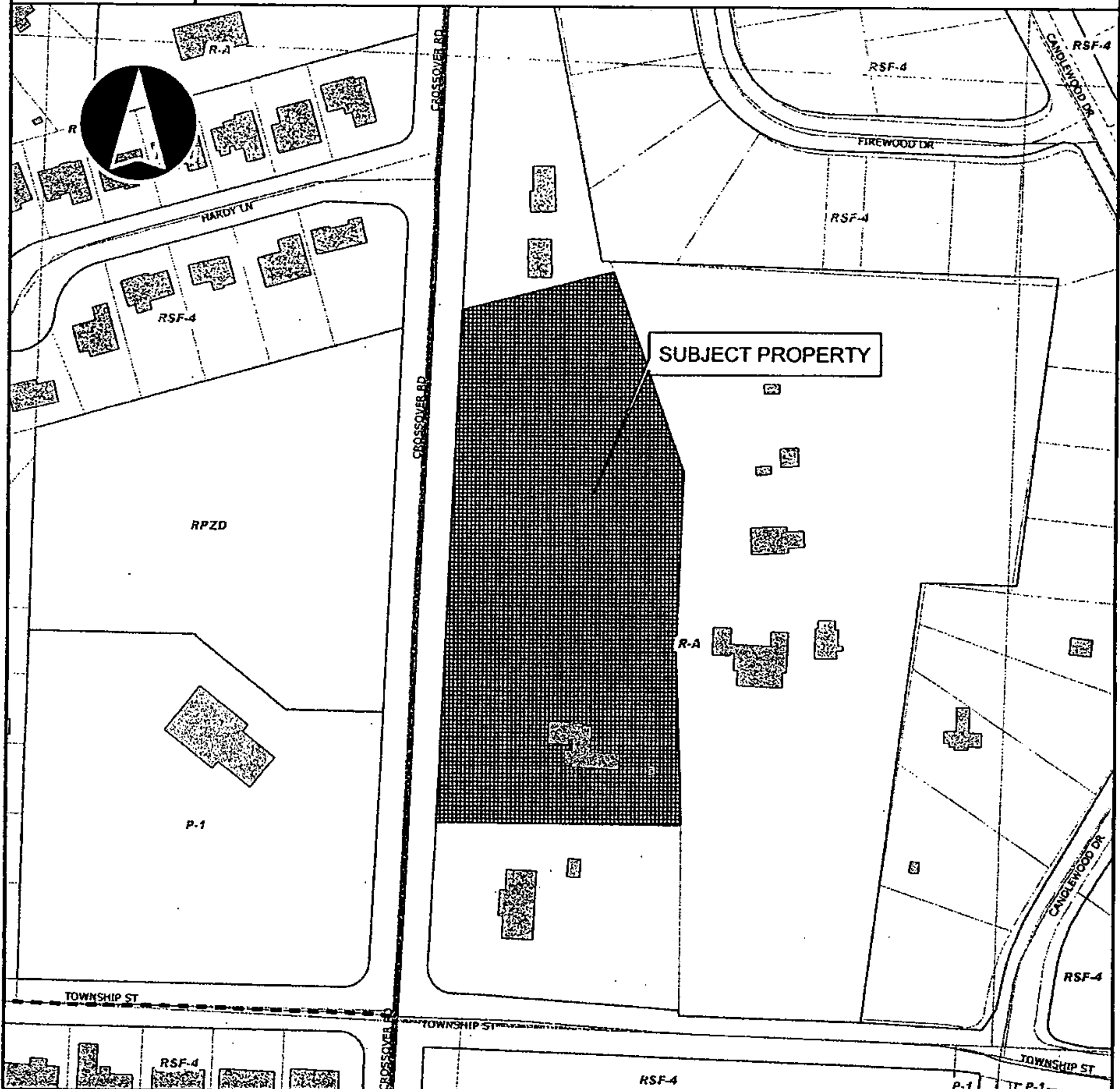
PHONE: (479) 582-H2EI

FAX: (479) 582-9254

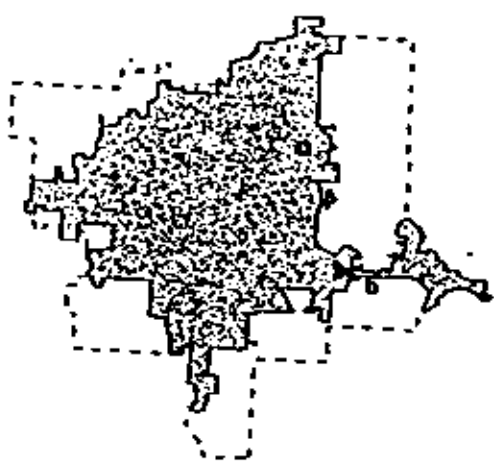
RZN05-1413

Close Up View

JONES



Overview



Legend

RZN05-1413

Overlay District

Master Street Plan

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

Historic Collector

FLOODWAY

100 YEAR

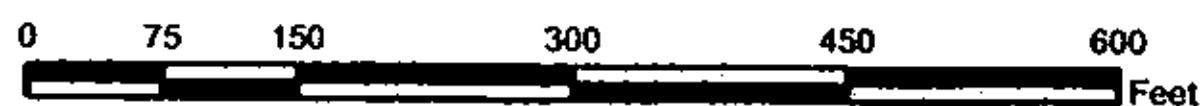
500 YEAR

LIMIT OF STUDY

BaseLine Profile

Fayetteville

Outside City

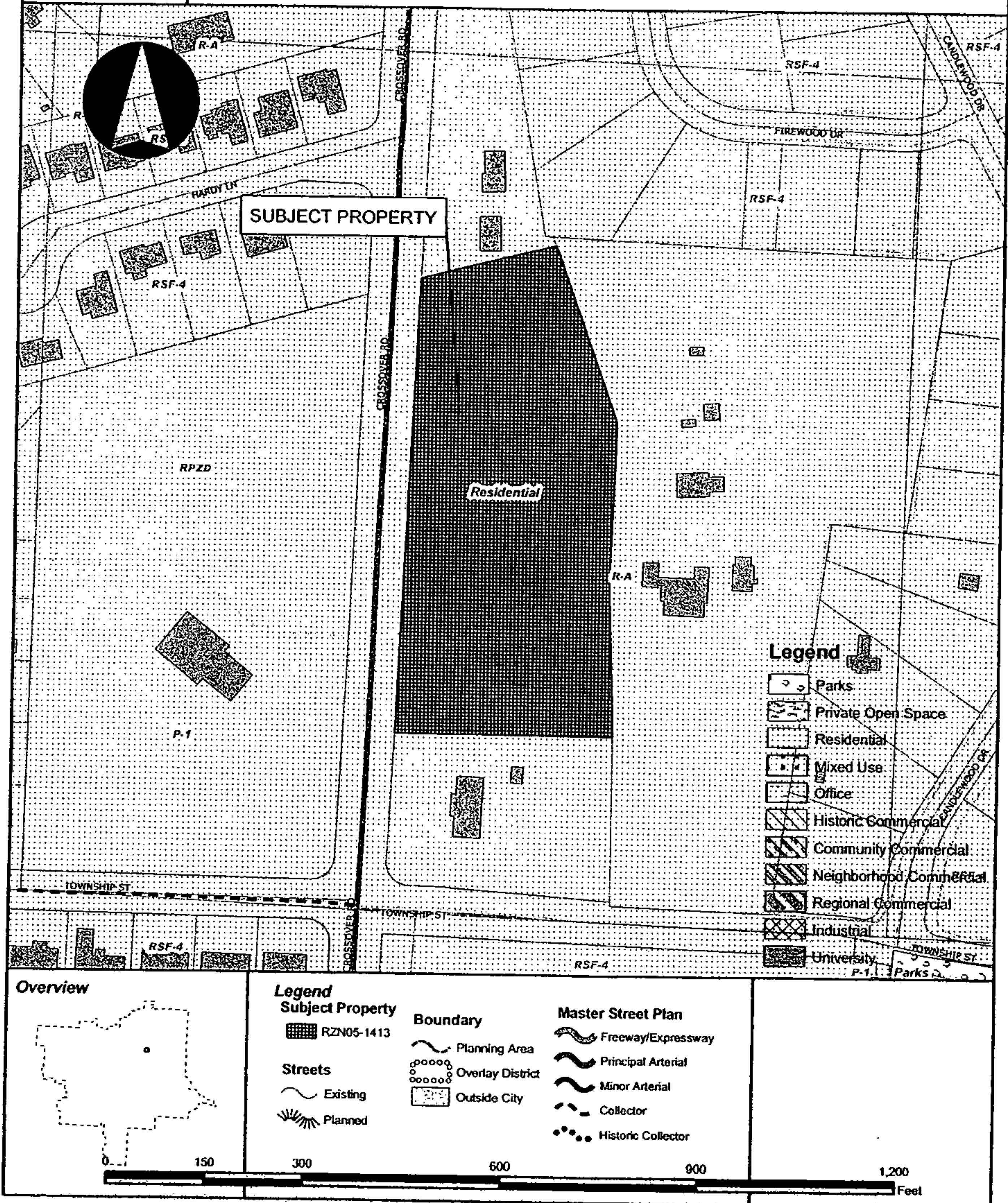


Miles

RZN05-1413

Future Land Use

JONES



City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

19-Apr-05
City Council Meeting Date

Jeremy Pate
Submitted By

Planning
Division

Operations
Department

Action Required:

RZN 05-1413: (JONES, 294): Submitted by H2 ENGINEERING for property located at 2468 N CROSSOVER RD. (THE NE CORNER OF CROSSOVER & TOWNSHIP). The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 4.77 acres. The request is to rezone the subject property to RSF-2, Residential Single-family, 2 units per acre.

\$0.00

Cost of this request

n/a

Category/Project Budget

n/a

Program Category / Project Name

n/a

Account Number

n/a

Funds Used to Date

n/a

Program / Project Category Name

n/a

Project Number

n/a

Remaining Balance

n/a

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐



Department Director

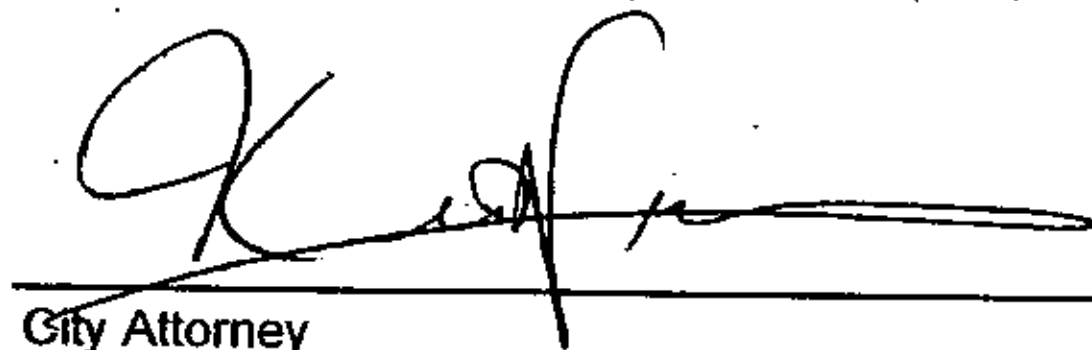
4-1-05

Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a



City Attorney

4-4-05

Date

Received in City Clerk's Office



Mayor

Date

Received in Mayor's Office

Comments:

Aldermen

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - Don Marr
Ward 3 Position 1 - Robert K. Rhoads
Ward 3 Position 2 - Bobby Ferrell
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
April 19, 2005**

A meeting of the Fayetteville City Council will be held on April 19, 2005 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

**Call to Order
Roll Call
Pledge of Allegiance**

A. CONSENT:

1. **Approval of the Minutes:** Approval of the March 15, 2005 and the April 5, 2005 City Council meeting minutes.
2. **City of Goshen Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Goshen, Arkansas to provide animal sheltering services to the City of Goshen for 2005.
3. **City of Farmington Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Farmington, Arkansas to provide animal sheltering services to the City of Farmington for 2005.
4. **City of Winslow Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Winslow, Arkansas to provide animal sheltering services to the City of Winslow for 2005.
5. **City of West Fork Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of West Fork, Arkansas to provide animal sheltering services for 2005.
6. **City of Tontitown Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Tontitown, Arkansas to provide animal sheltering services to the City of Tontitown for 2005.

7. **Washington County Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and Washington County, Arkansas to provide animal sheltering services to Washington County for 2005.
8. **ADEQ & Boston Mountain Solid Waste District Grants:** A resolution authorizing the Fayetteville Solid Waste and Recycling Division to accept two grants totaling \$38,389.00 from the Arkansas Department of Environmental Quality (ADEQ) and the Boston Mountain Solid Waste District for the purchase of a wire tie system and repairs to the bailer; approving a Budget Adjustment to recognize the grant revenue; and awarding Bid 05-27 to Downing Sales & Service, Inc.
9. **Disc Mower Conditioner Purchase:** A resolution approving the purchase of one (1) Disc Mower Conditioner from Williams Tractor Co. in the amount of \$14,699.00 for use by OMI.
10. **Hay Baler Purchase:** A resolution approving the purchase of one (1) Large Square Hay Baler from Williams Tractor Co. in the amount of \$54,949.00 for use by OMI.
11. **Off Street Parking Appointment:** A resolution approving the appointment of Rick Woods to the Board of Off-Street Parking Development District No. 1 in accordance with A.C.A. § 14-88-304.
12. **Jail Services Inter-Local Agreement:** A resolution adopting an Addendum to the Inter-Local Agreement for Jail Services between the City of Fayetteville, Arkansas, and Washington County, Arkansas.

B. UNFINISHED BUSINESS:

1. **Amend Chapter 96: Noise Control:** An ordinance to add §96.09 to the Code of Fayetteville to restrict the use of a compression release engine brake or "Jake Brake."
This ordinance was left on the first reading at the April 5, 2005 City Council Meeting.

C. NEW BUSINESS:

1. **RZN 05-1409 (SCB Investments, LLC):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1409 for property located at 1841 Leverett Avenue containing approximately 1.43 acres from RSF-4, Residential Single Family, Four Units Per Acre, to RMF-24, Residential Multi-Family – 24 Units Per Acre.
2. **RZN 05-1412 (Mountain Ranch/Terminella):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1412 for property located south of Future Persimmon Street containing approximately 21.05 acres from R-A, Residential Agricultural, to RSF-4, Residential Single Family, Four Units Per Acre.
3. **RZN 05-1413 (Jones):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1413 for property located at 2468 N. Crossover Rd. (The NE corner of Crossover & Township) containing approximately 4.77 acres, from R-A, Residential Agricultural to RSF-2, Residential Single-Family 2 Units/Acre.

D. INFORMATIONAL:

Council Tour: April 18, 2005 – 4:30 pm

Aldermen

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - Don Marr
Ward 3 Position 1 - Robert K. Rhoads
Ward 3 Position 2 - Bobby Ferrell
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
April 19, 2005**

A meeting of the Fayetteville City Council will be held on April 19, 2005 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

**Call to Order
Roll Call
Pledge of Allegiance**

A. CONSENT:

March 15, 2005

1. **Approval of the Minutes:** Approval of the April 5, 2005 City Council meeting minutes.
2. **City of Goshen Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Goshen, Arkansas to provide animal sheltering services to the City of Goshen for 2005.
3. **City of Farmington Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Farmington, Arkansas to provide animal sheltering services to the City of Farmington for 2005.
4. **City of Winslow Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Winslow, Arkansas to provide animal sheltering services to the City of Winslow for 2005.
5. **City of West Fork Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of West Fork, Arkansas to provide animal sheltering services for 2005.
6. **City of Tontitown Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Tontitown, Arkansas to provide animal sheltering services to the City of Tontitown for 2005.

7. **Washington County Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and Washington County, Arkansas to provide animal sheltering services to Washington County for 2005.
8. **ADEQ & Boston Mountain Solid Waste District Grants:** A resolution authorizing the Fayetteville Solid Waste and Recycling Division to accept two grants totaling \$38,389.00 from the Arkansas Department of Environmental Quality (ADEQ) and the Boston Mountain Solid Waste District for the purchase of a wire tie system and repairs to the bailer; approving a Budget Adjustment to recognize the grant revenue; and awarding Bid 05-27 to Downing Sales & Service, Inc.
9. **Disc Mower Conditioner Purchase:** A resolution approving the purchase of one (1) Disc Mower Conditioner from Williams Tractor Co. in the amount of \$14,699.00 for use by OMI.
10. **Hay Baler Purchase:** A resolution approving the purchase of one (1) Large Square Hay Baler from Williams Tractor Co. in the amount of \$54,949.00 for use by OMI.

B. UNFINISHED BUSINESS:

1. **Amend Chapter 96: Noise Control:** An ordinance to add \$96.09 to the Code of Fayetteville to restrict the use of a compression release engine brake or "Jake Brake."
This ordinance was left on the first reading at the April 5, 2005 City Council Meeting.

C. NEW BUSINESS:

- Consent*
1. **Off Street Parking Appointment:** A resolution approving the appointment of Rick Woods to the Board of Off-Street Parking Development District No. 1 in accordance with A.C.A. § 14-88-304.
 2. **Exterior Restoration of the Walker House:** A resolution approving the use of Building Improvement Funds for the exterior restoration of the Walker House in an amount not to exceed \$33,738.00; and authorizing City Staff to solicit bids for the project.
May →
 3. **Jail Services Inter-Local Agreement:** A resolution adopting an Addendum to the Inter-Local Agreement for Jail Services between the City of Fayetteville, Arkansas, and Washington County, Arkansas.
Consent
 4. **RZN 05-1409 (SCB Investments, LLC):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1409 for property located at 1841 Leverett Avenue containing approximately 1.43 acres from RSF-4, Residential Single Family, Four Units Per Acre, to RMF-24, Residential Multi-Family – 24 Units Per Acre.
 5. **RZN 05-1412 (Mountain Ranch/Terminella):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1412 for property located south of Future Persimmon Street containing approximately 21.05 acres from R-A, Residential Agricultural, to RSF-4, Residential Single Family, Four Units Per Acre.

6. **RZN 05-1413 (Jones):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1413 for property located at 2468 N. Crossover Rd. (The NE corner of Crossover & Township) containing approximately 4.77 acres, from R-A, Residential Agricultural to RSF-2, Residential Single-Family 2 Units/Acre.

D. INFORMATIONAL:

Council Tour: April 18, 2005 – 4:30 pm



KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

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

FROM: **Kit Williams, City Attorney**

A handwritten signature in black ink, appearing to read "Kit Williams", written over a horizontal line.

DATE: **April 20, 2005**

RE: **Passed Resolutions and Ordinances from City Council meeting
of April 19, 2005**

1. **City of Goshen Inter-Local Agreement:** Resolution approving Inter-Local Agreement between City of Fayetteville and City of Goshen to provide animal sheltering services to Goshen for 2005;
2. **City of Farmington Inter-Local Agreement:** Resolution approving Inter-Local Agreement between City of Fayetteville and the City of Farmington to provide animal sheltering services to Farmington for 2005;
3. **City of Winslow Inter-Local Agreement:** Resolution approving Inter-Local Agreement between City of Fayetteville and the City of Winslow to provide animal sheltering services to Winslow for 2005;
4. **City of West Fork Inter-Local Agreement:** Resolution approving Inter-Local Agreement between City of Fayetteville and City of West Fork to provide animal sheltering services to West Fork for 2005;
5. **City of Tontitown Inter-Local Agreement:** Resolution approving Inter-Local Agreement between City of Fayetteville and the City of Tontitown to provide animal sheltering services to Tontitown for 2005;
6. **Washington County Inter-Local Agreement:** Resolution approving an Inter-Local Agreement between City of Fayetteville and Washington County to provide animal sheltering services to Washington County for 2005;

7. **ADEQ & Boston Mountain Solid Waste District Grants:** Resolution authorizing Fayetteville Solid Waste & Recycling Division to accept two grants totaling \$38,389.00 from Arkansas Department of Environmental Quality (ADEQ) and Boston Mountain Solid Waste District for purchase of wire tie system and repairs to the bailer; approving budget adjustment to recognize revenue; and awarding Bid 05-27 to Downing Sales & Service, Inc.;
8. **Disc Mower Conditioner:** Resolution approving purchase of one Disc Mower Conditioner from Williams Tractor Co. in amount of \$14,699.00 for use by OMI;
9. **Hay Baler:** Resolution approving purchase of one Large Square Hay Baler from Williams Tractor Co. in amount of \$54,949.00 for use by OMI;
10. **Off-Street Parking Appointment:** Resolution approving appointment of Rick Woods to Board of Off-Street Parking Development District No. 1 in accordance w/ A.C.A. § 14-88-304;
11. **Jail Services Inter-Local Agreement:** Resolution adopting Addendum to Inter-Local Agreement for Jail Services between City of Fayetteville and Washington County;
12. **Cross, Gunter, Witherspoon & Galchus, P.C.:** Resolution approving contract for Professional Services w/ Cross, Gunter, Witherspoon & Galchus, P.C. in a not to exceed amount of \$20,000.00 to begin representation of City in Peter T. Reagan, et. al v. City of Fayetteville lawsuit;
13. **RZN 05-1412:** Ordinance rezoning property described in Rezoning Petition RZN 05-1412 for property located south of future Persimmon Street containing approximately 21.05 acres from R-A, Residential Agricultural, to RSF-4, Residential Single Family, Four Units Per Acre;
16. **RZN 05-1413:** Ordinance rezoning property described in Rezoning Petition RZN 05-1413 for property located at 2468 N. Crossover Rd. (The NE corner of Crossover & Township) containing approximately 4.77 acres, from R-A, Residential Agricultural to RSF-2, Residential Single-Family 2 Units/Acre.

Item
left
on the
2nd reading

Aldermen

Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - Don Marr
Ward 3 Position 1 - Robert K. Rhoads
Ward 3 Position 2 - Bobby Ferrell
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



**City Council
Meeting Minutes
March 15, 2005**

A meeting of the Fayetteville City Council was held on March 15, 2005 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Coody called the meeting to order.

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

Alderman Rhoads was absent until 6:10 PM.

Pledge of Allegiance

Moment of Silence for Brandon Smith: Mayor Coody asked for a moment of silence for Brandon Smith who died over a year ago in Iraq.

Mayor Coody: On behalf of the City Council and everyone in Fayetteville for all the folks that have family and friends in Iraq we wish everyone well. For those who have lost family and friends, our condolences.

Mayor Coody asked the Council to add a report from Burns McDonnell on the progress of the wastewater plant to the agenda.

Alderman Jordan moved to add the report from Burns McDonnell to the agenda. Alderman Marr seconded the motion. Upon roll call the motion passed 7-0. Alderman Rhoads was absent during the vote.

Jerry Sondereggar, Burns McDonnell gave the report to the City Council. He stated increases in material are affecting the budget. He said they have some possible cost saving measures ready in case the budget is affected or the bids that we receive are higher than we think. We are looking at purchasing the pipe for the project and keeping it in a city yard. He also discussed the scheduling for the project. He said they do have a target schedule for each one of the individual projects. The start date is kind of a moving target right now even though the designs are ready; they can't be advertised and started until some other aspects are completed. There are a lot of permits that are required. The 404 permit has been completed as soon as the Corp of Engineers signs it that 404 permit will be official. We are expecting EPA approval any day of the effluent limits that have been set for the west side plant. When those two things are done then Soil and Water can issue the finding that there is no significant impact to the environment, at that point we are pretty much done with the permitting. The loan closing depends on these items being complete. There could be as many as 200 easements to be obtained on the 30 miles of pipeline. Soil and Water doesn't allow us to start the project until we have a clear site certificate that means the city has the right to be on the land. The target for completion of the Noland Plant is 24 months we feel like we can reach substantial completion on the Noland Project by the end of 2006. The west side plant is more complex, more expensive and a much bigger job to handle. It also has a 24 month completion schedule. I think we can have that project substantially completed by the spring of 2007.

Nominating Committee Report: Alderman Cook gave the Nominating Committee Report. A copy of the report is attached.

Alderman Lucas moved to approve the Nominating Committee Report. Alderman Thiel seconded the motion. Upon roll call the motion passed unanimously.

CONSENT:

Approval of the Minutes: Approval of the March 1, 2005 City Council meeting minutes.

Geological Survey: A resolution approving a joint funding agreement in the amount of \$16,235.00 with the United States Geological Survey for three (3) Urban Stream Gauging Stations in Fayetteville for the year 2005.

Resolution 46-05 as Recorded in the Office of the City Clerk.

Purchase Four Skid Steer Loaders: A resolution approving the purchase of four (4) Skid Steer Loaders with two (2) hydraulic breaker attachments, one (1) planer attachment, one (1) utility bucket with digging teeth, and two (2) forklift attachments from Williams Tractor Co. at a total cost of \$123,113.00.

Resolution 47-05 as Recorded in the Office of the City Clerk.

Williams Tractor Co. Backhoe Purchase: A resolution approving the purchase of Five (5) medium four-wheel-drive loader backhoes from Williams Tractor Co. at a total cost of \$268,240.00 for use by the Water and Sewer, and Transportation Divisions.

Resolution 48-05 as Recorded in the Office of the City Clerk.

Bale Chevrolet Vehicle Purchase: A resolution authorizing the purchase of one (1) half-ton extended cab 4x4 pickup truck from Bale Chevrolet at a cost of \$17,868.00 for use by the Water & Sewer Division.

Resolution 49-05 as Recorded in the Office of the City Clerk.

Beaver Lake Concrete Bid Approval: A resolution awarding Bid #05-09 and approving the purchase of Ready-Mix Concrete from Beaver Lake Concrete in the amount of \$350,000.00 to be used by various divisions of the City of Fayetteville.

Resolution 50-05 as Recorded in the Office of the City Clerk.

Construction Materials and Services Bid Approval: A resolution awarding bids for and approving the purchase of bulk materials and services utilized by various divisions of the City of Fayetteville in the amount of \$1,156,000.00.

Resolution 51-05 as Recorded in the Office of the City Clerk.

McClelland Engineers Agreement Kings Drive Improvements: A resolution to approve an engineering services contract with McClelland Consulting Engineers, Inc. in the amount of \$26,479.50 plus a contingency in the amount of \$4,000.50 for a study of options for the Kings Drive Improvement Project and to approve a budget adjustment in the amount of \$35,000.00.

Resolution 52-05 as Recorded in the Office of the City Clerk.

Alderman Jordan moved to approve the Consent Agenda. Alderman Reynolds seconded the motion. Upon roll call the motion passed unanimously.

PUBLIC HEARINGS:

Mayor Coody Opened the Public Hearings

Raze and Removal of 1101 Indian Trail: A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Mohsen and Rhonda Khodabandeh located at 1101 Indian Trail in the City of Fayetteville, Arkansas.

Chad Ball, Code Compliance: October 10, 2004 the fire department responded to a structure fire at this address. The structure has a lot of fire and water damage to it due to the fire. It has deteriorated to the point that it is no longer safe. The property owner has been notified and as of today there are no open permits. Staff recommends approval of the raze and removal.

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

Resolution 53-05 as Recorded in the Office of the City Clerk.

Highway 71 East Square Redevelopment District #1 Project Plan Amendment No. 1: A Public Hearing to allow all members of the public and representatives of taxing entities to present their views on the Proposed Project Plan Amendment No. 1 for the Highway 71 East Square Redevelopment District Number One.

Tim Conklin, Director of Planning and Development Management: One of the changes was the inclusion of approximately \$180,000 worth of sidewalk work. The \$180,000 is funded from the proceeds from the sale of the property the district will assemble as part of this project when they sell it back to the developer.

Kit Williams: This that was prepared by Tim Conklin should be accepted by acclamation by the City Council as the exhibit to the ordinance. When this ordinance was read there was a different exhibit. I would actually like a motion to substitute the original exhibit that was attached to the ordinance and place this as the exhibit. This is the project plan that was prepared by Mr. Conklin and handed out to you last week.

Alderman Rhoads moved to replace the previous exhibit with the current exhibit. Alderman Marr seconded the motion. Upon roll call the motion passed unanimously.

John Nock: Gave an update on the TIF project.

Kit William: As you asked me to do I prepared a resolution pursuant to your conversations with Superintendent New.

Mayor Coody: I think this would be the time to discuss that.

Kit Williams: I have handed out a copy of the resolution. It would have to be placed on the agenda by suspending the rules.

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

The following resolution was added to the agenda:

Highway 71 East Square Redevelopment District City Council's commitment to not propose additional Redevelopment Projects: A resolution to express the City Council's commitment that after the bonds for the initial Project Plan have been paid the City Council will not propose additional Redevelopment Projects in the Highway 71 East Square Redevelopment District without the consent of the Fayetteville School District, Washington County, Fayetteville Public Library and Police and Fire Pension Boards.

Mr. Williams read the resolution.

Mayor Coody: A letter that we have received from Booby New of the Fayetteville Public Schools reads *the Fayetteville School District has reviewed the resolution outlining the City Council's intent to not propose future redevelopment districts without the consent of Washington County and the Fayetteville School District. Therefore the Fayetteville School District will support the city's proposal to immediately move forward with the plans to sell tax increment financing bonds secured by 3.16 mils for the purpose of the amended project plan Highway 71 East Square Redevelopment District. We are appreciative of the Mayor and the City Council for their willingness to involve the School District in this important project. Their efforts have strengthened the relationship between our two organizations.*

Alderman Jordan: This basically means the school systems are on board with this TIF as long as we do not do any more in this area.

Mayor Coody: Basically once these bonds are paid off that we wouldn't just extend the increment to another project without their partnering with us.

Alderman Marr: Does it prohibit the city from doing additional projects or just requiring that it be a collaborative effort between us and the school district.

Jeff Erf: I would suggest you amend the resolution to also include the other government entities, the Washington County Quorum Court, Fayetteville Library Board and the Police and Fire Pension Boards.

Kit Williams: Washington County actually is included here. The two major taxing entities and the ones that are listed in the statute as taxing entities are Washington County and the Fayetteville Public Schools. Even though there is a mil appropriated for the city library and four tenths of a mil for each of the pension funds they are not listed in the statute as taxing units. Whether or not the court would find them as taxing units, I am not sure. I think the city might be the taxing unit for them because we are listed as the taxing unit. We did submit this to the school district for their approval so I would recommend that it remain as is requiring the consent of both the Fayetteville School District and Washington County before a future project would go forward.

Alderman Ferrell: Would there be any problem in using language like Mr. Erf suggested?

Kit Williams: If you wanted to amend this by adding other groups you can certainly do that.

Mayor Coody: The down side to that would be instead of having three people to get the consent of we would have a large number of people to get the consent of and if one says no then it would be against the intent of this resolution.

Kit Williams: It is going to be very difficult to get the agreement anyway so you can basically add whoever you want to. I don't think the final affect is going to be much different.

Alderman Ferrell moved to amend the resolution to add the Fayetteville Public Library and the Fire and Police Pension Boards. Alderman Reynolds seconded the motion.

Alderman Marr: I will support it because I think that the interest of all the groups is the same.

Upon roll call the amendment to the resolution passed unanimously.

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

Resolution 54-05 as Recorded in the Office of the City Clerk.

Mayor Coody Closed the Public Hearings

UNFINISHED BUSINESS:

Highway 71 East Square Redevelopment District #1 Project Plan Amendment: An ordinance amending the Project Plan for the Highway 71 East Square Redevelopment District Number One, finding the Plan is economically feasible and declaring an emergency. *This ordinance was left on the first reading at the January 25, 2005 City Council Meeting. This ordinance was left on the second reading at the February 1, 2005 City Council Meeting. This ordinance was left on the third reading at the February 15, 2005 City Council Meeting and tabled to the March 1, 2005 City Council Meeting. This ordinance was tabled at the March 1, 2005 to the March 15, 2005 City Council Meeting.*

Alderman Thiel: How long would it take for the city in your estimation to recover the cost through a regular condemnation of the Mountain Inn and why would it not accomplish the same goal as doing this TIF?

Kit Williams: There are some problems with the condemnation. The problems are if we do a raze and removal that does not mean that we own the property we would have a tax lien on it. Part of the problem with that is the Mountain Inn itself; there was a part that was built in the early 60's that has the parking deck and the newer part of the Mountain Inn. The parking deck seems to be in pretty good solid shape. I am sure I would hear arguments from the owner that it doesn't qualify for a raze and removal. It would be very difficult to raise and remove the building on top of the parking deck without doing something to the parking deck. That is one issue that we might face in court. Another issue is the old part of the Mountain Inn which is only

about a third of the original building, that building has people living in apartments that have been rehabbed and remodeled and is not in bad shape. Therefore we would be in court asking the Judge to let us raze and remove a portion of that building and I can see some problems with that.

Alderman Thiel: How long do you think it will take to get a ruling from the Supreme Court and what will prevent illegal exaction lawsuits from being filed in the mean time?

Kit Williams: I could not as a City Attorney support this project without the authority to at least attempt to prevent an illegal exaction suit from being filed or being successful. This law is brand new it has never been interpreted by the Supreme Court and it is not very clear in some of its context. I think the only way to attempt to not allow an illegal exaction case to be successful is to file a declaratory judgment action and ask the court to determine how the tax increment millage should be divided and also ask the court not to allow any division of the tax increment millage until the court rules. The act allows for advancement on the docket. That means you can ask the court to speed up your case. The good thing is there is very little tax increment the first year or two. There would be very little funds that the court would have to sequester and hold back prior to the final decision of the Supreme Court. I think the ruling from the Supreme Court will be in 2006. The benefit of this suit as opposed to the condemnation case is that we don't have difficult, confusing or conflicting facts that we have to argue about.

Alderman Thiel: A bill is pending in the legislative which would prevent the library millage from being used for this project and the same measures may take place for the fire and police millage. What happens if the millage for the library and for the fire and police cannot be used for this TIF and what if the Supreme Court rules that the schools 4 mils cannot be used?

Kit Williams: Well there is always going to be some millage available but I would have to pass most of those questions on to our financial advisors. Usually a statue that has not been enacted before, bonds have been let in reliance upon the current law, that law cannot change the law. Our procedure would be grandfathered in. There is a problem with trying to resolve some of these issues with tax increment financing through state legislation. I think some of these issues are involved in the actual amendment itself, the constitution. That can't be altered by legislation usually.

Alderman Thiel: If the library is used for this project how will the difference needed to pay for the library's operational expenses be made up?

Kit Williams: That comes from the City Council. The City Council has always used General Funds to help fund the library. We have for years subsidized and sustained the library and I would imagine that's what the City Council would do in the future.

Alderman Thiel: So the city will be expected to come up with the difference in their loss then?

Kit Williams: Just like they are doing this year. For the difference in what money they have in their one mil as opposed to what they need to operate the library.

Alderman Ferrell: I don't think there are any friendly lawsuits. This will be a lawsuit asking for declaratory judgment is that correct?

Kit Williams: That is correct.

Alderman Ferrell: If the city files suit for declaratory judgment then we are necessitating the entry into the suit by the Fayetteville School Board, Police and Fire Pension Funds, Fayetteville Public Library and there will be legal cost to the citizens of Fayetteville and the other entities that I mentioned is that correct.

Kit Williams: Actually since I will probably be handling the case for the City of Fayetteville I don't think there will be legal cost beyond printing briefs and things like that which basically comes out of my budget.

Alderman Ferrell: If there is some outside litigation on this what is your best guess on how long this will be in the courts before you get a final resolution?

Kit Williams: I do not expect a final resolution this year. I think we will get a final resolution by the end of next year and hopefully sooner than that. I think we can all agree on the facts.

Alderman Ferrell: Have you had any local legal professionals advise you that in a sense this could be opening Pandora's Box?

Kit Williams: None of the illegal exaction experts that usually sue the city have been in contact with me.

Alderman Ferrell: I am just talking about general attorneys.

Kit Williams: Obviously there is no guarantee. There is a risk in everything. The basic decision is do you want this project or not. If you don't want to go through with the project then don't do it, if you want to go through with the project the safest way to go through with that is to file a declaratory judgment action and get the protection of the court.

Alderman Ferrell: Your contention is the safest thing would be to file for declaratory judgment as opposed to a condemnation order on this property?

Kit Williams: No. Here is the issue that you all have to decide do you want to do this project or do you want to just go ahead and use the procedures we have to try to condemn the Mountain Inn which is another difficult lawsuit. If you want to make this project work then the safest legal thing to do at that point is for me to file a declaratory judgment action to try to give us the best protection I can from any illegal exaction suits.

Alderman Ferrell: I think everyone wants this thing done. They want to see something happen to the Mountain Inn. A lot of people have reservations about being sued. It's not that we don't want something done there it's just do we rush into something. What would happen if there was a mandated rollback of millage?

Kit Williams: I think Amendment 78 said it was not affected by that. I would defer to our bond counsel.

Gordon Wilburn: As I recall the language in Amendment 78, I would have to look at it specifically; the language that I remember is the increase in value in the district is not taken into account for purposes of determining whether there is a roll back. So, all these new projects wouldn't go into the calculation but there could still be a rollback.

Alderman Ferrell: The biggest thing from the calls that I received was that if we raze and remove this place and we sell it for \$300,000 they think that opens us wide open.

Jeff Collins, Center for Business and Economic Research: I have a vested interest in the credibility of our work. I think it is very important that in any study where you are looking at events which may happen in the future there are a set of assumptions that have to be made. In the course of our study we made what I consider to be very good sound assumptions. We also tried to include some sensitivity analysis in terms of what scenarios might occur trying to figure out what the worst case scenario in our estimation would be of the change in property values and therefore the revenues that would be available to pay off the bonds from any TIF District. In the worse case scenarios that I have heard talked about this TIF District would be probably one of the least of your concerns. If you had that level of economic activity that was forcing property values to grow at that low of level, I think there would be a lot of other tax issues that would also be problematic. We have tried to give you as competent of an effort as possible rooted in sound economic theory and practice.

Alderman Jordan: Basically what you are saying is if the TIF District begins to go bad that will be the least of our worries in this city.

Jeff Collins: You have to understand that the TIF District and the properties in the TIF District if they are not growing what it means is that the overall economic climate is such that you will have all sorts of revenue problems. This will only be one of many.

Alderman Marr: Based on your knowledge of the economic status of our region what probability do you think there is of seeing that worst case scenario?

Jeff Collins: Personally I think it is very low. Back to 1994 we have unbelievable consistent job growth in the MSA. Now Fayetteville is one city in the MSA obviously there is a distribution of that growth however clearly Fayetteville has continued to prosper right along with the other communities that are further to our north. The bottom line factor that the primary drivers strong corporate growth both to the north and within the city are going to be there for quite a long time to come. I have no qualms about the five year projections and really not for the next 15 years.

Alderman Jordan: So you would say in your expert opinion this would be a pretty solid investment?

Jeff Collins: That in my opinion is absolutely correct.

Tim Smith: It concerns me when you say if everything goes bad one more thing is not that big of a deal. Why add one more thing. What is the role of government? I believe the design of government was to insure liberty it was not to ensure economic growth. Why is there not the amount of money necessary among the private sector to make it viable?

Louise Schaper, Executive Director of the Fayetteville Public Library: Thank you for allowing me to speak tonight and share with you the impact of the TIF on the Fayetteville Public Library. We know this is a very difficult and a very complicated decision for you all to consider tonight. Our funding is made up of a mix of primarily General Fund, Capital Improvements Funds and a one mil dedicated library tax voted on by the citizens of Fayetteville in October, 2002. To offset shortfalls it has been suggested by city staff that the library seek all of its funding from property tax. It would take about 3.5 mils to fund the library at present operating levels and 4 mils to fund it adequately. We would like to ask the City Council for their thoughts on the matter of increasing millage, is this in fact an avenue that you would like us to pursue in an effort to balance the overall city budget.

Ms. Schaper also gave an update and what steps the Library Board has taken thus far. She also voiced her concerns with the full 25 year impact to the Library if the TIF is approved. She explained what they have calculated that the library will lose over the course of the 25 year period. She stated if more TIF's are approved or if the number of projects in this TIF increases the loss to the library becomes even more significant.

We don't think that the city should have to choose between the library and the Mountain Inn project. We know that the City Council has a hard decision to make.

Alderman Rhoads: What does it take to run the library this coming year?

Louise Schaper: We are at about \$2.6 million including our capital funds.

Alderman Rhoads: What will it take in 2029?

Louise Schaper: I don't have a plan for 2029 at this point.

Alderman Rhoads: How far out can you go?

Louise Schaper: It's really difficult to say at this point because this year everything is an unknown. This is the first year that we are in the building and we will not know what everything will cost until we complete this year. We are completing a long range plan that will take us out 20 years.

Alderman Marr: On this schedule is this only the revenue within the TIF as it relates to property tax and if so what percent of this is the total millage collected city wide.

Louise Schaper: That is the increment on the library's one mil that is captured by this TIF District.

Steve Davis: The TIF District makes up about 4.7% of the total property tax millage collected in the city in value.

Alderman Marr: In addition to this money there would be a 25 year projected collection that is also additional funding to this number?

Steve Davis: That is correct.

Alderman Marr: 93% more?

Steve Davis: Close to 95%. The caps of 5% on homestead property and 10% on all other property are Amendment 79 caps. A rollback is only triggered under Amendment 59 when the increase in total assessed value for the entire city goes above 10%.

A discussion followed on rollbacks.

Alderman Marr: I want to make sure I am looking at this correctly because I understand their concern. On the 26th year whoever had been frozen begins to collect their appropriate percentages or whenever the bonds get paid off which ever comes first. Isn't the payback at that point explicatively quicker since it is escalating in years 2021 – 2029 that the next five year period you make up almost the entire amount over the 25 period lost? Is that correct or roughly.

Steve Davis: Roughly.

Rick Alexander, Developer: I support the library. The project that we are proposing is going to generate in excess of 40 million in taxes. Many of those dollars will be at the city's disposal to spend. These numbers include the assessed value of the Mountain Inn the Mountain Inn should only be included if you do the project. If you don't do the project these numbers are inflated and really these kinds of tax dollars will not be generated. The maximum exposure in terms of revenue lost to the library, if they lost at all, would only be the \$3.5 million. The project itself will generate 40 million in taxes.

Alderman Jordan: If we chose to we could take tax increment money and put it into the library?

Mayor Coody: What he is saying the sales tax generated from the project is going to go into the General Fund to supplement the Library.

Alderman Jordan: Indirectly basically that is what would be happening?

Mayor Coody: Yes.

Hank Broyles: Spoke in favor of the TIF District. He stated he supports this project.

Jeff Erf: My concern is that we are diverting public money that was intended for another purpose for private development. I am also concerned that the Council does not have a problem

with that. He spoke of the language on the ballot for the one cent sales tax. He is concerned some of this may end up going to the Mountain Inn project. What is the city's total investment in this project when you include the bonds and the interest on the debt? It is potentially \$13 million dollars.

Alderman Rhoads: I appreciate you coming to the Council meetings because I think you bring up excellent points. I also appreciate your emails. You indicated in an email that you had real ethical with what we are going to vote on. What are those concerns?

Jeff Erf: My concern is that you are diverting money that was intended for another purpose. I voted for the library millage and my understanding was at the time that that was to be used solely for maintenance and operation of the library. Now to find out later Council doesn't have any problem with diverting some of that money however limited. Even if it is legal I don't know if it is the right thing to do.

Kit Williams: I guess the ethical consideration is the fact that Amendment 78 was passed by the voters of the State of Arkansas and Amendment 78 specifically held that a TIF District could divert monies that normally would go to one taxing entity into the TIF District project. That was passed by the entire voter in Arkansas and the constitution overrides any other particular statues or other votes.

Ramsey Ball: I worked with the river market district in Little Rock and what I see here are similarities with the river market district in Little Rock. He spoke of the project in Little Rock, how the property values have escalated, more apartments and hotels. He stated it was really a transformation of that area. He said the only way you can achieve those types of developments is through a public and private partnership. I am proud of these types of development. I would appreciate your vote in approving the project.

Steve Rust, Economic Development Council spoke of the effort to get us to this point. He spoke in favor of the project. He urged the Council to be in support of this.

David McGeady, Radisson Hotel stated he believes that Fayetteville can easily sustain this project in downtown Fayetteville. He is in support of the project.

Sharon Hoover, Downtown Partners said the Downtown Master Plan identified the Mountain Inn as the number one project for redevelopment. She stated to do this project we need these developers. She explained different projects that these developers have been involved with in our town. She said they have a proven track record.

Daniel Hintz, Fayetteville Downtown Partners spoke in favor of the project.

Bill Ramsey spoke in favor in of the project.

Ron Woodruff spoke in favor of the project.

Steve Singleton asked the Council to remember the library during the budget time if this causes it to be short of funding.

Leslie Belden encouraged the Council to approve the TIF and not lose the other things that Fayetteville has going like the library.

Alderman Thiel: Where the figures given to us by the library based on the improvements to the Mountain Inn?

Louise Schaper: The figures that we showed you were the exact figures that the U of A study used.

Alderman Thiel: So they included the improvements?

Louise Schaper: Yes

Alderman Thiel: These figures would be much different if the Mountain Inn was not done.

Louise Schaper: Correct.

Alderman Thiel: That does change the way I have to look at this then because if that project is not done you would not stand to lose as much possibly.

Steve Davis: In the year 2029 with the Mountain Inn the district has an assessed value of \$713,000,000. The Mountain Inn and related projects are worth \$31,000,000 by 2029. There are other improvements along Center Street.

Alderman Thiel: The table that Louise showed us is that without the improvements?

Steve Davis: No, the table that Louise showed is with the improvements.

Alderman Thiel: There will still be a great deal of money that we will have to consider making up the difference on.

Steve Davis: On the millage that it would generate, yes. In year 9 there is \$82,000 that is generated from HMR taxes while we do not have sales tax information we can use the HMR tax as a correlation to what the sales tax would have generated. If the City Council chose to allocate the incremental sales tax generated by this project to the library that would be a policy decision that you would need to make.

Alderman Thiel: What would we do if none of the mils from the library, fire and police cannot be used for this TIF?

Kit Williams: There would not be enough mils at that point to do very much. The City Council would still have within its power to raise millage itself. I think we have heard from our financial

advisor that there are things the City Council can do in the future to insure that this district would be financially feasible and pay off the bonds.

Alderman Jordan: How much will the city have invested in this?

Bob Wright: That projected number that we expect is principle and interest is about \$9 million before the bonds are paid off so if you net that against the projected \$40 million of tax revenues generated.

Alderman Jordan: If the city had to demolish the building what would it cost?

Steve Davis: After we got through the court system?

Alderman Jordan: That's my next question.

Steve Davis: The estimate that we were given by the developers from their contractor was approximately \$887,000 and you would have to get court approval to take it down.

Alderman Jordan: How much could it cost us to condemn the property and in legal cost?

Kit Williams: I don't think there would be substantial legal cost. However if we lost it would be possible that we would be hit with attorney's fees from the other side. It depends on what the court would award if we lost.

Alderman Jordan: Steve, in this area that we are looking at right now how would you compare that with growth to the rest of the city right now?

Steve Davis: Comparing 2001 and 2004 this grew at an average rate of 5.6 at the same time the city was growing at 8.34. So it is roughly 60% of the overall city growth.

Alderman Jordan: So in other words this area is growing very slow?

Steve Davis: Yes.

Alderman Jordan: When the Mountain Inn comes down will the property be more valuable than it is right now? Will that raise the property tax do you think in the area or do you think it will cause growth in the area once this eyesore is taken down?

Steve Davis: The only thing that I can see different about that part of town is the Mountain Inn and so is it a drag on the rest of the property values, I believe that Ron Woodruff indicated that there are numerous storefronts that are vacant along Center Street. I think the short answer to your question is yes. I think it is a drag on the entire downtown.

Alderman Jordan: Could you say that the area is almost more valuable with it torn down than it is with it sitting there?

Mayor Coody: It would be worth more because we would have more invested in it.

Alderman Jordan: Do you in your opinion think that this is a good investment for the city?

Steve Davis: I don't think the city will lose money at all. I think that the city will actually see growth occur as a result of this project being completed.

Alderman Jordan: So you don't think the city will lose money?

Steve Davis: No sir. I am 75% to 80% positive.

Alderman Reynolds: How are we going to make up the funding for the fire and police pension?

Steve Davis: Because we are not collecting any sales tax off of that property right now everything you get from it will be new money into the city treasury so the City Council can make that decision every year.

Alderman Reynolds: The county general operations and road millage are they going to get that back from our taxes too?

Steve Davis: Not unless you authorize it to be spent that way.

Alderman Reynolds: How are they going to recoup their loss?

Steve Davis: This is a very small percent of the entire county; it is probably less than a percent. They will also get funds from the sales of the court building due to this. We are talking about this TIF district paying off after 22 years not the full 25 years.

Alderman Reynolds: We are selling this property back to them for \$300,000 but there are a couple of pieces of property in close proximity that just changed hands recently for around \$500,000.

Steve Davis: The \$300,000 was negotiated by the City Attorney because the appraiser placed the value of the raw land at about \$220,000. The City Attorney actually negotiated more money out of the developer than the appraiser placed the value of the raw land at.

Kit Williams: You need to keep in mind that what is being asked of the City Council is to make an investment into this project. That is what you are allowed to do under a TIF that you can't do in other ways. I am glad they agreed to pay more than the appraised value. If we insisted they pay back all the money we spent then we wouldn't be making any investment into this project and I don't think it would be viable. The TIF statute itself talks about that you can use TIF funds to make up the difference between your accumulation cost when you accumulate land and when you sell it to a private entity for redevelopment.

Alderman Rhoads: Is the millage at a low right now compared to the past 14 years? The city's total aggregate millage is it less now than it has been historically?

Mayor Coody: The rate or the income?

Alderman Rhoads: The rate.

Steve Davis: Yes

Alderman Rhoads: This City Council or other City Council's in the future can raise that millage if they see something going awry in this TIF.

Steve Davis: That is correct.

Alderman Ferrell: Kit do you have a recollection of what the Council said when the sales tax was proposed about raising millage in the future?

Kit Williams: In 1993 the City Council asked the voters to go ahead and approve a one cent sales tax. At that time the city was operating using 3.8 mils. We indicated that if the voters approved the one cent ten year sales tax that would go from 1993 to 2003, that we would drop the millage, the 3.8 mils. After the election occurred that is exactly what we did. A couple of years ago there was another election on the sales tax. During that election no such statements were ever made saying the city would never look at millage again.

Alderman Ferrell: One of my concerns is some of the shortages that we have talked about tonight are going to prompt a millage increase or an attempt for a millage increase. That concerns me about the possibility of problems in the legal community.

Alderman Lucas: At the end of 25 years, worst case scenario we don't pay these off what happens?

Kit Williams: The TIF district would continue, the tax increment would continue paying the bonds until they are paid off.

Alderman Lucas: How much time is going to be involved with city staff on this building and the demolition?

Steve Davis: There is a city staff person that will be assigned to oversee the demolition phase. I expect it should be completed within three to four months. Then after that the site will be turned over to the developers and the city staff function will cease.

Alderman Lucas: I am concerned about lawsuits. There is really no guarantee that this will not happen.

Kit Williams: No, I certainly can't guarantee there will not be a lawsuit. That's why I think we need to file a declaratory judgment action. I would use that as a shield against illegal suits.

Alderman Lucas: I guess we need to determine if it is worth the risk to take care of this project. To me we are going to take care of the library whatever happens. The pension funds I am sure we will take care of. I feel good about this in that I trust Steve Davis and Kit Williams and the developers. I think they have done some good projects.

Alderman Cook: When do we hear how the marketing of the bonds did?

Bob Wright, Crews & Associates: I want to make sure that we understand that we would not be here tonight or anywhere near this project if we did not have the utmost confidence in the numbers that Dr. Collins and his department have put together. We have asked them for their most conservative projects on what this district is going to produce. We have used that report extensively, we believe in that report.

He explained their marketing strategy.

We have committed with your approval tonight \$3,725,000 principle amount. With the 3.16 mils that is all we are projecting on the pay back of these bonds. That's what the investor when they are making the decision to purchase these bonds on the City of Fayetteville they are looking at just the 3.16 mils. We certainly have no additional requirements above that. These bonds actually pay off in 2026. The remaining revenues based on the U of A report when the bonds are paid off, \$5.78 million. By getting the bonds marketed at the 6.5%, getting the bonds marketed without the need for that very inefficient debt service reserve that we knew would sit there for 25 years and cost you a float because you are paying 6.5% and you are going to earn 3% to 3.5%. By eliminating that you can see that knocking a whole year off the bond issue they are paying off in 20 to 21 years. That is really what we expect. The efficiencies are over a million and a half versus what we looked at last week. The two scenarios, the expected what the U of A provides and the stress test on a conservative basis shows the bonds do pay off with excess.

Mr. Wright also explained to the Council the presentation that was made to the investors.

This is an issue based on growth within the district itself, we have used that, we have relied heavily on the University's report, we believe in it and have every confidence that this bond issue will pay off pretty soon.

Alderman Lucas: What were the two things that made you change your projections?

Bob Wright: The two main factors that changed what you looked at last week versus this week one was we had projected an interest rate of 6.85% we actually locked in the bonds, upon your approval here tonight, at 6.5%. That certainly had a huge economic impact. Couple that with the fact that what you looked at last week was \$4.1 to \$4.2 million principle amount that included about \$415,000 of a debt service reserve that was going to sit there for a period of time until the bonds were paid off. It was never going to be required but we also knew just from a starting point to get into the market to start discussing with investors that we needed it in there. Once they saw the documents we were able to get these bonds marketed without the need for that reserve fund and that certainly saved quite a bit of money.

Kit Williams: I would like to thank Bob for doing that. Tentatively you have commitments for the \$3.7 million or the amount of bonds the City Council may authorize?

Bob Wright: At this point out of the \$3.7 million since we did have such a short time frame last week, we were not actually able to start our marketing period until yesterday at about 3:00. At 2:00 this after noon there was about \$1.2 million unsold at this point but if the city approves the financing there is no risk to the city whether or not those bonds get sold. Crews and Associates have taken that responsibility that we believe we will get those bonds marketed in a timely fashion.

Steve Davis: Typically underwriters make an underwriting decision somewhere between 70% and 75% of bond subscription. The fact that they had a 60% to 67% bond subscription with marketing less than 24 hours is a good sign.

Alderman Marr: I go back to do we want the Mountain Inn in the current state my answer is no we don't want it in the current state. Amendment 78 was overwhelmingly supported by citizens in the state of Arkansas. I think citizens in the state look at this as a viable financing option. I think there is a greater chance of higher litigation cost in condemning the land. I heard not even a 1% chance that the worst scenario will happen, a four year earlier payoff, and a 375 basis point better interest rate. I fully support the project.

Alderman Jordan spoke of what is blight and to him blight is the Mountain Inn. He stated he thinks it is a health hazard and a danger. He thinks it is an accident waiting to happen. I trust the developers. For this project to work we have to look beyond what is and look to what will be. I am going to support the project.

Alderman Thiel: I have had a lot of concerns about this but those have been cleared up. I think the Mountain Inn is a drain on our economy. I think we have to look at this as an investment. I am for this project.

Alderman Reynolds: I have not heard very many negatives tonight, if people are against this they should have been here tonight and spoke.

Alderman Rhoads: The only thing we have is risk reduction. I believe the university and Mr. Wright have used conservative numbers. We have good developers that care about our city. Competitors have stood up and say they are for it that means it must be viable. If things go awry taxes can be raised. The school board is in agreement with this project. There is some risk here but it is a risk well worth taking. I am for the project.

Alderman Ferrell: I still maintain the risk would be much less to condemn it and I don't think it would take two years.

Alderman Lucas: I was thinking condemnation would be the easiest way to go but I think the risk might be a little bit more when it comes to lawsuits if we go that route. The bottom line is we need to get rid of the Mountain Inn. I think after listening to everything tonight condemnation might be more of a risk than going this route, I think I am going to support this.

Mayor Coody said there have been a lot of people that have spent a lot of time on this. He talked about other projects in Fayetteville that were bold moves to complete. He stated this is going to be a milestone in the development of downtown Fayetteville.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed 7-1. Alderman Marr, Rhoads, Lucas, Jordan, Reynolds, Thiel and Cook voting yes. Alderman Ferrell voting no.

Ordinance 4683 as Recorded in the Office of the City Clerk.

Kit Williams: There is an emergency clause on this ordinance. I would like to ask our bond counsel if we need to go forward with the emergency clause.

Gordon Wilburn: I don't think it is necessary on the project plan ordinance. It will be effective before we issue the bonds.

Mayor Coody asked shall the emergency clause pass. Upon roll call the emergency clause failed 4-4. Alderman Marr, Jordan, Thiel and Cook voting yes. Alderman Rhoads, Ferrell, Lucas, Reynolds voting no.

NEW BUSINESS:

John Nock and Richard Alexander TIF Contract: A resolution to approve a contract with John Nock and Richard Alexander for their purchase of property to be obtained by TIF funding for \$300,000.00 and for other matters.

Kit Williams explained the contract.

Alderman Jordan moved to approve the resolution. **Alderman Cook** seconded the motion. Upon roll call the resolution passed 7-1. Alderman Marr, Rhoads, Lucas, Jordan, Reynolds, Thiel and Cook voting yes. Alderman Ferrell voting no.

Resolution 55-05 Recorded in the Office of the City Clerk.

Highway 71 East Square TIF Bond Issue: An ordinance approving the issuance of bonds to be paid by tax increment financing to obtain necessary funding to achieve the Project Plan for the Highway 71 East Square Redevelopment District No. 1.

Mayor Coody: This item and the next item are combined together.

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed 7-1. Alderman Marr, Rhoads, Lucas, Jordan, Reynolds, Thiel and Cook voting yes. Alderman Ferrell voting no.

Ordinance 4684 as Recorded in the Office of the City Clerk.

Mayor Coody: Now we need to act on the emergency clause.

Kit Williams: I would ask our Bond Counsel, Gordon Wilburn what we need to do concerning the emergency clause. I think it is for the bond purchase agreement is that correct?

Gordon Wilburn, Bond Counsel: That is correct. That is the one action that we will take in the interim before the closing date which we are projecting to be April 19th. The one thing that has to be done now is the signing of the bond purchase agreement.

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

Mayor Coody: Now does that take care of number 3 on the agenda as well?

Gordon Wilburn: Yes.

Mayor Coody: So we can skip that one then. Okay. We will move to number four.

Highway 71 East Square Bond Purchase Agreement:

This item was included in the item above, Highway 71 East Square TIF Bond Issue.

CCG Systems; Fleet Management Software Purchase: A resolution approving the purchase of Faster Fleet Management software from CCG Systems in the amount of \$96,174.00; and approving a Budget Adjustment in the amount of \$25,565.00.

Alderman Thiel: It might be good to have a brief explanation of this.

David Bragg, Fleet Operations Superintendent: This is to basically bring the computer data base management of the whole Fleet Operation live where we will have live data available.

Also, people in the City Hall will have live data available to know what is going on. This will help us keep better track of our vehicles, the maintenance that we do on them and also to help track the timely replacement of those vehicles.

Alderman Reynolds: It has been through the Equipment Committee and approved.

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

Resolution 56-05 as Recorded in the Office of the City Clerk.

Dynamic Information Solutions Company, Inc. Sales Agreement: A resolution approving a sales agreement in the amount of \$284,000.00 with Dynamic Information Solutions Company, Inc. for the purchase and implementation of an Electronic Document Management System; and approving a budget adjustment in the amount of \$200,000.00.

Mayor Coody: Does this square with the latest resolution that was given to us, what I just read?

Kit Williams: Actually the amount should be \$255,780.00. Is that what you read Mayor?

Mayor Coody: No, I read \$284,000.00.

Kit Williams: Okay. So the actual sales agreement would be \$255,780.00 but the budget adjustment remains the same.

Mayor Coody: Yes. So we are amending the amount from what is printed, but the resolution says \$255,780.00.

Kit Williams: You probably should ask for an amendment to that affect. What has happened is they went back and looked at some of the things they were purchasing and the numbers did not add up exactly right, so we had to redraft the resolution to make it match the sales agreement that we had. I would ask that someone move to change the amount in the resolution to \$255,780.00.

Lesa Brosch: Out of that \$288,100.00 that we will be sending \$255,780.00 is for the Dynamic Solution and \$32,320.00 which would bring the amount to \$288,100.00 is the hardware. You have to have the servers, the software, the license, and the scanners. That is the difference.

Mayor Coody: The resolution says \$284,000 so it is different than the number you just said.

Lesa Brosch: It is rounded up.

Mayor Coody: So this resolution then doesn't account for the hardware that is anticipated.

Lesa Brosch: Right.

Mayor Coody: So which resolution should we go with the new amended one or the original.

Lesa Brosch: That is with Dynamic Solutions. When we purchase this through Dynamic Solutions you also have to have the servers to put it on.

Sondra Smith, City Clerk: The hardware that Lesa is speaking about will be purchased from other companies and will be under the dollar amount that is budgeted.

Kit Williams: It can't be within this resolution then if you are buying it from other companies.

Lesa Brosch: Right.

Kit Williams: This resolution covers one contract.

Mayor Coody: Yes.

Kit Williams: The contract with Dynamic Solutions.

Mayor Coody: Let's go ahead and approve the \$255,000 right now.

Alderman Reynolds moved to amend the resolution. Alderman Marr seconded the motion. Upon roll call the motion to amend the resolution passed unanimously.

Alderman Ferrell: What is the life expectancy of this document imaging system?

Steve Davis, Finance and Internal Services Director: Because we are going to a digital capture the life expectancy is actually as long as we continue to capture data in a digital format, we can continue to upgrade the servers and the processes at a significantly lower cost. We will not have this type of expenditure, of this magnitude, I don't expect for another 15 to 20 years until the entire technology changes again.

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

Resolution 57-05 as Recorded in the Office of the City Clerk.

Data-Base Administrator Position: A resolution authorizing the hiring of one (1) full-time employee (Data-Base Administrator) by the Information Technology Division; and approving a budget adjustment in the amount of \$41,847.00 to fund the position for the final eight months of 2005.

Steve Davis: Basically what we are asking for is a new employee. The reason that we have a need for this new employee is that we have multiple databases that the City has to maintain. Our technical staff in IT has not grown since 1997 and from 1997 through today our work load has increased substantially. Major software systems in 1997 that the IT technical staff maintained

were three systems and today they maintain 10, that was before you added these last two. We still maintain one mainframe. We maintained in 1997 one network server, today we maintain 23. In 1997 we had 8 routers which are in bay stations, today we have 87. Our technical staff was 6 in 1997 and it is 6 today. So we are respectively requesting an additional person.

Alderman Lucas: You are doing a great job.

Alderman Marr: Was there a reason why this was not asked for at the budget process when we addressed the head count in November.

Steve Davis: Yes. These projects have been talked about for many many years and at the time we were developing the 2005 budget the highest priority, the most important that IT had was in the GIS staffing because of all the planning issues and the other mapping requirements. As we were looking at the constrained resources for 2005 I made the decision that if I was going to get additional resources for IT it was going to have to be in the GIS area because that was our most crying need. As has been previously indicated both the Fleet software and the document imaging system have been long running projects for the city. At the time we put the budget together we were still evaluating various options and I didn't know when the decision would be made to recommend a purchase. I did not want to tie up resources in a position that wouldn't be more fully utilized. It will be utilized with these new databases and that was the reason that I chose not to ask for a Database Administrator during the budget process.

Alderman Reynolds: Is this salary entry level or is it tops.

Steve Davis: No sir that's about entry level. That includes the benefits and all of the equipment necessary to have the work station available for them as well. I think it has about \$5,000 to \$6,000 of hardware in the \$41,000.

Alderman Reynolds: Thank you.

Alderman Reynolds moved to approve the resolution. Alderman Cook seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 58-05 as Recorded in the Office of the Clerk.

Archer Western Construction, LTD Construction Contract: A resolution to approve a construction contract with Archer Western Construction, LTD. in the amount of \$14,644,000.00 for improvements to the Noland Wastewater Treatment Plant and approving a contingency of \$292,880.00.

Mayor Coody: Bob Davis you might mention that this \$14,644,000 may be impacted on the generator question since we bought the generators that would have come out of this.

Bob Davis, Water and Wastewater Director: Correct. That would be in the neighborhood of \$300,000 deducted from the total that you see there.

Mayor Coody: Of course that would take a change order, we would not know the exact amount until the contract is let and the change order is made.

Bob Davis: That is correct.

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

Resolution 59-05 as Recorded in the Office of the City Clerk.

Nock Investments, LLC Cost-Share Agreement: An ordinance waiving the requirements of formal competitive bidding and approving a Cost-Share Agreement with Nock Investments, LLC in an amount not to exceed \$119,998.86 for improvements to the intersection of Persimmon Street and Ruppel Road.

Mr. Williams read the ordinance.

Alderman Jordan: I have had a few phone calls and a few contacts from people that are concerned about that intersection, about the five lanes coming in and then Persimmon coming in with three lanes and children crossing at that area. Now I know there is not a danger right now but when that road is built all the way through from Highway 62 to Howard Nickel Road they are going to be moving in there pretty quick. I guess the thing that I want us to do and I want to get input from my peers here on this Council is that I certainly want to make that intersection as safe as I possibility can for those children crossing at that intersection. So, what can we do?

Ron Petrie, City Engineer: One thing we will do when we construct it, is we will construct it as a raised intersection. The first true raised intersection in the city. There have been some attempts by the University to try it, but those were really not properly installed and designed. What that will do is bring the intersection up a couple of feet higher than the adjacent lanes coming into it so you are up higher and you have a better visual of any pedestrians in the crosswalks. Obviously you have to slow down to go through the intersection. Another thing is we will obviously have to signalize that intersection when Ruppel Road is connected to Highway 62. When you look at school pedestrians you really look very specifically at two times of the day. It is really not as scattered, the AM and PM peak is obvious times. The best option is obviously crossing guards and I hope they will be utilized by the school.

Alderman Lucas: I think we are going to have a traffic problem even before we get Ruppel to Highway 62 with the school having the grades that they have and Persimmon coming in there and the Boys Club all at that one corner. It really concerns me. I know you are doing all you can but it just seems like we should be able to maybe move forward on the light before we get to Highway 62. I know you are thinking it is only twice a day that it is really going to be bad but the Boys and Girls Club is very active all evening too with children and the parents picking them up. I know at the schools sometimes there is traffic for two blocks waiting to pick up children. You have two different schools there basically that are going to be picking up children.

Ron Petrie: That is obviously a good point and valid point and it is something that we can move forward with. We can look at moving that signalization up. This is all city streets it is not a State Highway you are not controlled by their regulations so obviously as staff we are going to do what the Council or the Street Committee directs us to do. We are certainly open for that.

Alderman Marr: Lioneld, you would not be supportive of the cost share widening unless there is that signalization or some type of cross walk area? I am trying to figure out is your issue that you don't think we should be building it now as a cost share or is it purely a children and pedestrian issue that we need to be in coordination with.

Alderman Lucas: I think we need the intersection but after we do this we won't see this again and someone else decides how that intersection is going to be built. I am trying to get that point across that we do need to figure that into the plan. Now I don't know if there is a way of doing that.

Mayor Coody: Do you have engineering concepts on the intersection design?

Ron Petrie: Yes sir. It is fully designed.

Mayor Coody: Okay so the intersection is designed already then?

Ron Petrie: Obviously not the signalization.

Mayor Coody: But we would plan for that in future applications?

Ron Petrie: Right. We don't have money budgeted for the signalization at this point not to say that we can't bring that forward and have a budget adjustment to create the project. Usually when you install a signalization you can do it in house by city staff, if they have the time, much cheaper than we can actually bid those out. It would save us money if we could schedule that through our Transportation Division to actually do the installation. What we can do now is install the conduits underneath the streets to where we are not going back and boring and that is a part of the plan.

Alderman Lucas: Where all traffic stops when those kids go across the street?

Ron Petrie: Right. It will have the push button pedestrian crossing.

Alderman Lucas: Kind of like the corner up on Garland and Maple at the University. I know that traffic gets frustrated but I think that is really good where students can walk catty cornered on that intersection because they stop in all directions.

Alderman Jordan: I think the point that we want to stress is that as we plan this we want to be sure and incorporate safety issues. If we need to put something in there I want us to get it out now rather than having it built and a problem created. Now is the time to do whatever planning we need to do. I am not being critical of the job that you all have done; you do a very fine job. I am just saying that I want to be sure that this thing is built correctly for the future.

Ron Petrie: We can bring a proposal to the Street Committee and deal with that in a separate item. I don't think I would recommend it being added to this cost share. I think money wise we are better off doing it ourselves. If it is your wish we can put something together for the Street Committee to discuss.

Mayor Coody: You can also look at the timing too. It might be a little early today to put out a signal but you might figure out when the best time would be to put a signal out there.

Ron Petrie: If the traffic volume is not there we might want to do just a pedestrian type crossing. There are some options other than a full signalization.

Alderman Cook: I think the speed table will do a lot initially. I think as far as getting to the traffic signal we will see that, when the warrants get there, we will see that very quickly. I don't think there is any doubt about that. If you are going to do a speed table with a crown of two feet if anyone is going at any rate of speed on that they are crazy because that will bottom out. I think that will do a good job in the interim.

Jim Bemis: I sent you some information today. I am concerned and I think Alderman Marr asked the correct question, am I really concerned about the money that is going to be spent tonight? No. I am very much in support of Mr. Nock's project but what I do see is what I sent you in the map. It is not just what we see on that particular intersection although that is my concern as a teacher who has to walk children every day up on College and Lafayette. I think it is going to take a whole lot of engineering to convince me that you have a safe intersection there. You have right now a two lane road you have talked about a four lane road for Ruppel up to Howard Nickell, that thing is going to be a bypass for the city. You can't help but see that if you look at the prints that I sent to you. It is not going to be just a regular little country lane like Ruppel is now; it is going to be a freeway. It is going to be a freeway going all the way up to Highway 112, all the way up to Cave Springs. I watched College go in and you are building another College on Wedington and Highway 62 and all the way up that stretch west of town. That is what we are doing. My generation did a lousy job on College don't make the same mistakes that we did. Please find a way to look at that intersection and what is going to happen out there. You have got developers putting in thousands of acres of new residential there it is not going to be what you see out there now. That's all I am saying to you. Ruppel will pass right by Holt, and it is going to be a block or two away from Holcomb. Thank you for your attention. I hope you will pay attention to what is going on out there. I am not blaming the engineering folks or the planning people. It is something that you all and the school board are going to have to watch.

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

Mr. Williams read the ordinance.

Alderman Jordan: I would like to see a few plans on that before I just go ahead and pass this.

Mayor Coody: What is the schedule for the construction out there?

Alderman Jordan: Let's give it a week or two. Show me something on some signalization and things.

Mayor Coody: Do you have that intersection already designed?

Ron Petrie: It was designed by the developer's engineer. Are you asking me for signalization plans?

Alderman Lucas: Was it designed with the raised area?

Ron Petrie: Yes madam.

Tim Conklin: When we started taking about this intersection probably three or four months ago the school district was involved along with Mr. Terminella and Mr. Nock and this was not a decision that was just made by one developer. The big concern that we had from the city's stand point was having half of an intersection being done by Mr. Terminella a quarter of a intersection being done by the Fayetteville Public School District and a quarter of an intersection being done by Mr. Nock. We had a series of meetings to try to find a solution. The engineer is the same engineer for the Fayetteville Public School District and Mr. Terminella. There will be coordination with regard to how the road comes up to that intersection also. I just wanted to share that and as we move forward the School District is aware of what we have talked about with this raised table.

Alderman Thiel: Didn't you also say that the capability of adding the infrastructure to add a light is part of the plans?

Mayor Coody: Conduit for the wiring.

Alderman Thiel: So that is there.

Mayor Coody: Yes. That is in the plan.

Alderman Lucas: You are saying that Mr. Terminella is in on this so are we going to be seeing another cost share?

Ron Petrie: Yes. You will be seeing a cost share for Ruppel Road extended in front of the school with the school system or with Terminella depending on who comes first.

Alderman Lucas: Okay so we will be seeing two more then, one from the School District and one from Terminella.

Ron Petrie: And then probably future ones from Charlie Sloan.

Alderman Lucas: Those are the ones that are right on that corner, the School District, Mr. Nock and Mr. Terminella.

Ron Petrie: That is right.

Alderman Reynolds: If you are going to pre-wire it for future lighting, then it should be in pretty good shape for you.

Alderman Marr: I think the key is that certainly I think everybody is behind what the Alderman in that ward are saying as it relates to that. When you end up with roads that end up being four lane roads like College Avenue maybe the solutions aren't just raised table intersections. Maybe we need to look at something that other cities do with pedestrian crossovers in the busiest areas where we have schools. That might be another solution for that area.

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

Mr. Williams read the ordinance.

Alderman Jordan: I will push for that signalization. We are going to make that intersection safe.

Alderman Lucas: I think what Alderman Marr recommended we might look at that across from the school.

Ron Petrie: Would you like for me to bring something forward to the Street Committee.

Alderman Jordan: I wish you would. I don't have a problem with going ahead and passing this but I want to look at what is planned for that area.

Mayor Coody: The only real difference would be a signal will cost maybe \$85,000 where a pedestrian over pass maybe as much as \$250,000.

Alderman Lucas: One child.

Mayor Coody: I know. I am just giving you a heads up that there are major cost differences there. We have places all over town we could use pedestrian overpasses.

Alderman Jordan: I understand that. That does not mean we create another one just like all the rest of them.

Mayor Coody: I know. There are just big differences between the two. We want to do the right thing though.

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

Ordinance 4685 as Recorded in the Office of the City Clerk.

ANX 05-1365 (Wilkins): An ordinance annexing that property described in annexation petition ANX 05-1365 annexing to the City of Fayetteville, Arkansas, certain property located east of Salem Road, north of Crystal Springs Subdivision Phase I, containing approximately 10.00 acres.

Mr. Williams read the ordinance.

Jeremy Pate: Gave a brief history of the annexation.

Alderman Jordan: I would like to hold this at least on the second reading.

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

This Ordinance was Left on the Second Reading.

RZN 05-1366 (Wilkins): An ordinance rezoning that property described in rezoning petition RZN 05-1366 for property east of Salem Road, north of Crystal Springs Subdivision Phase I, containing approximately 10.00 acres from R-A, Residential Agricultural to RSF-4, Residential Single Family, Four Units per Acre.

Mr. Williams read the ordinance.

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

This Ordinance was Left on the Second Reading.

RZN 05-1372 (Mailco USA, Inc.): An ordinance rezoning that property described in rezoning petition RZN 05-1372 for property east of S. School Avenue, north of Whillock Street, containing approximately 2.536 acres from RSF-4, Residential Single Family, Four Units per Acre, to C-2, Thoroughfare Commercial.

Mr. Williams read the ordinance.

Jeremy Pate: This applicant is requesting rezoning of approximately 2.56 acres. A portion of this property is already zoned C-2 it fronts onto South School. The request to rezone to C-2 is the property that is to the rear and behind the single family homes.

Alderman Thiel: We have seen this lot sitting there empty for years. I am supportive of this if this is what the company needs to make this thing work. There is still a great deal of residential zoning around this property but I don't think this is what I would call strip zoning because of the uses in that area. I think this is very appropriate and I think it compliments the area.

Alderman Reynolds: It is going to be a good employer and we certainly need employment in south Fayetteville.

Ken Shiremen, Mailco: I appreciate the Planning Commission approving this project. I respectfully request that you approve our rezoning.

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

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

Ordinance 4686 as Recorded in the Office of the City Clerk.

RZN 05-1374 (Cornerstone/Futrall): An ordinance rezoning that property described in rezoning petition RZN 05-1374 for property located at 1144 Futrall Drive containing approximately 0.53 acres from RSF-4, Residential Single Family, Four Units per Acre, to R-O, Residential Office.

Mr. Williams read the ordinance.

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

Mr. Williams read the ordinance.

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

Ordinance 4687 as Recorded in the Office of the City Clerk.

ANX 05-1370 (Hall): An ordinance annexing that property described in annexation petition ANX 05-1370 annexing to the City of Fayetteville, Arkansas, certain property located at 2577, 2216, 2844, 2822 Dead Horse Mountain Road, containing approximately 235.38 acres.

Mr. Williams read the ordinance.

Tim Conklin gave a brief description of the property that surrounds this property and presented the Council with a map showing the area.

There are parts of Dead Horse Mountain Road, south and east of this potential annexation that are currently in the city limits. We are not extending out city limits any further south than they currently exist. Approximately 80% to 85% of this area is surrounded by our current city limit line. This will somewhat fill a gap that is almost surrounded by our city limits. We felt that it would be in the best interest to the city to annex this area and plan and manage growth in this area.

Jerry Hall stated that he lives on a portion of the land that is to be annexed. He voiced his concerns about the wetlands, archeological sites and wildlife that would be affected by this annexation. He said he thinks we need to concentrate on infill in the downtown area. He also said he wondered if the city had the resources at this time to be taking on this kind of responsibility.

Mayor Coody: If there are wetlands that will be impacted, wetland mitigation would have to be done.

Alderman Lucas asked Mr. Hall to show on the map where he lives.

Mr. Hall showed the Council on the map where his property was and other property in the area.

Alderman Marr: Mr. Hall are you the owner of the property that you pointed out?

Jerry Hall: No. I have lived there my whole life. I am not the owner it belongs to my mother.

Alderman Marr: The property where you live is it part of the 200 plus acres that we looked at yesterday?

Jerry Hall: Yes.

Tim Smith stated that his wife has lived just to the east of this property for the last 13 years. He pointed on the map where his wife's property is. He said her concern is that she does not want to become part of the city; she is not interested in annexation. That is their private property and if they want to have it annexed in and develop it that is their business. He said they are not

concerned about that they are simply concerned with us being forced into annexation of some sort.

Jackie Hall, a resident of the Hall farm asked what advantage being in the city is going to be for her. She spoke of the traffic problems in this area.

Mayor Coody: Are you related to the petitioner?

Jackie Hall: I am the daughter of the owner of the property.

Alderman Thiel: Has this property actually sold or is the sale of this contingent on this annexation?

Jackie Hall: It is contingent.

Alderman Lucas: You don't own the property you are living on?

Jackie Hall: It belongs to my mother; we are basically heirs of the property. There are four heirs and we have all lived there all of our lives.

Alderman Lucas: Your mother wants to sell then.

Jackie Hall: Right.

Alderman Lucas: Since she owns the property then she is proposing to sell it.

Alderman Ferrell: You said that you had been put over into four or five acres. Is that a portion of the property that will be deeded to you?

Jerry Hall: It is all set up as a trust. There are areas where we live that have been excluded from the sale.

Jackie Hall showed the Council where her property is on the map.

Alderman Reynolds: You said you have been pushed to that area. Is it because your mother is selling the farm and she is deeding to each of the four heirs a piece of the property? Are all the four heirs to this property against the sale?

Jackie Hall: Not all four.

Alderman Lucas: So two are for and two are against?

Jackie Hall: Yes.

Alderman Reynolds: Sentimentally two of you don't want the farm developed but sentimentally your mother wants to sell it.

Jackie Hall: Yes.

Alderman Reynolds: It looks like we are in a tough position.

Alderman Marr: While I can appreciate you wanting more or the family debate on what pieces of land go there, I don't really feel like it is our place to deal with how the owner of the property decides to divide it or not divide it. I am interested in hearing what the issues as they relate to the annexation, the cost to the city and the traffic.

Jackie Hall: The islands that are being created are also a problem.

Alderman Marr: It is your position that where those islands are created that you do not want to be part of the city or see no benefit of being part of the city.

Jackie Hall: Right.

Alderman Lucas: Why is her part of the property part of the annexation if she doesn't want to be in it?

Mel Milholland engineer for the purchaser: Ms. Hall is the sole owner of all the land that we have talked about so far. It was her choice as to what portion she wanted to exclude to leave to her children. It is my understanding this property will be deeded to the daughter at a time in the future. To my knowledge Ms. Hall has made all the decisions.

Alderman Marr: So the land that has been carved out is being carved out after the annexation.

Mel Milholland: Yes.

Butch Bayers: I feel I know the area. I am on the side of development in a lot of places around Fayetteville. Something you might consider is the blueberry patch on this property.

Jeannie Hall: I own the property that all these folks have been talking about. My husband and I together have owned this property since 1953. He passed away two years ago after a ten year illness. We operated a farm on the property. We allowed our son to have a blueberry field on the property. We dreamed of retiring and at some point selling the property for our retirement. My son and daughter will be allowed to live on the property. My other daughter and I would be moving because that is the area that we are selling. I intend to sell it, so to me it makes since that we be brought into the city for city guidelines under the umbrella of the city then to be left within the county and have septic tanks. I think it is a very smart thing that we are brought into the city at this time as far as the natural habitat very little is going to be disturbed. Most of the flood plain will remain the same except it will be under the city's protection if it is annexed. There are very few trees that will be disturbed because it is all open land that we are selling. The smart think for me and for the city to do is to bring us into the city.

Alderman Thiel: I do not want to go through all three readings on this tonight.

Alderman Thiel moved to suspend the rules and go to the second reading. **Alderman Reynolds** seconded the motion. Upon roll call the motion passed 7-1. **Alderman Rhoads, Ferrell, Lucas, Jordan, Reynolds, Thiel and Cook** voting yes. **Alderman Marr** voting no.

This Ordinance was Left on the Second Reading.

RZN 05-1371 (Hall): An ordinance rezoning that property described in rezoning petition RZN 05-1371 for property located at 2577 Dead Horse Mountain Road, containing approximately 125.179 acres from R-A, Residential Agricultural to RSF-4, Residential Single Family, Four Units per Acre.

Mr. Williams read the ordinance.

Jeremy Pate: The rezoning request is for approximately 125 acres of the overall 235 acre tract. It does not include a majority of the flood plain area to the west. With regard to the traffic issues our ordinances would require the developer to improve traffic situations based on what they are developing. That would in this case likely be improvements to Dead Horse Mountain Road which would include sidewalks, which are needed in this area. Additionally park land fees or dedication of land would be required with any development of this property whereas outside the City of Fayetteville the city would not benefit from any of those fees and or land. In response to bridge concerns this area is within the assessment area that city staff has established in which any development that might come through would be portionally assessed a fee to potentially relocate or reconstruct that bridge in the future for a larger bridge to accommodate traffic in this area. Staff finds that it is more appropriate, especially in areas that are directly adjacent to sewer lines, to connect to those sewer lines, extend that infrastructure and be a part of that system which in the long haul is more environmentally friendly.

Jenine McClelland: I live on my parent's place that is beside the Halls. They are talking about putting a pumping station somewhere out there for the sewer. I would like to know where they are going to put it and how they are going to put it in.

Mayor Coody: Mel is your design to the point of knowing roughly where the lift station would be?

Mel Milholland: We do have a plan. We will put a pump station on about the central part on the tract that is almost directly west of the house site. Mr. Milholland showed the Council on the map where the pump station will be.

Mayor Coody: Would you get with Ms. McClelland after the meeting and answer her questions that she has not been able to get answered.

Alderman Thiel: Is this just getting the sewer to your project and that is it? It is going in through the creek right?

Mel Milholland: Yes.

Alderman Thiel: And that's the only way to do it?

Mel Milholland: Yes.

A discussion followed on the sewer to the property and the location of items on the property.

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

This Ordinance was Left on the Second Reading.

RZN 05-1378 (Goff/Hall): An ordinance rezoning that property described in rezoning petition RZN 05-1378 for property located at the south side of Highway 16 East and west of Dead Horse Mountain Road, containing approximately 15.12 acres from R-A, Residential Agricultural to RSF-4, Residential Single Family, Four Units per Acre.

Mr. Williams read the ordinance.

Jeremy Pate: This property is not part of the annexation request it is already within the city limits.

Alderman Marr: In the minutes of the Planning Commission I think there was some discussion on the surrounding zoning and whether RSF-2 was a more appropriate zoning. If I remember right you all said that most of the RSF-4 development was developing at the two level?

Jeremy Pate: You are exactly right. The discussion was centering around should there be a transition type of zoning from what the county has developed as to this RSF-4 zoning which is what we see most of our single family residential developments. It is very rare that we see anyone requesting RSF-1 or RSF-2. With infrastructure requirements, streets, parks and anything else that goes in with a development the typical density we look at with developments are between 1.8 and 2.6 with regard to actual development under the RSF-4 zoning umbrella.

Alderman Marr: That vote was 5-4?

Jeremy Pate: For the rezoning request that is correct.

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

Mr. Williams read the ordinance.

This Ordinance was Left on the Second Reading.

Meeting Adjourned at 11:10 pm

Dan Coody, Mayor

Sondra Smith, City Clerk

Mayor Dan Coody
City Attorney Kir Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - Don Marr
Ward 3 Position 1 - Robert K. Rhoads
Ward 3 Position 2 - Bobby Ferrell
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

Final Agenda
City of Fayetteville Arkansas
City Council Meeting
April 19, 2005

A meeting of the Fayetteville City Council will be held on April 19, 2005 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order
Roll Call
Pledge of Allegiance

A. CONSENT:

1. **Approval of the Minutes:** Approval of the March 15, 2005 City Council meeting minutes.
2. **City of Goshen Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Goshen, Arkansas to provide animal sheltering services to the City of Goshen for 2005.
3. **City of Farmington Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Farmington, Arkansas to provide animal sheltering services to the City of Farmington for 2005.
4. **City of Winslow Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Winslow, Arkansas to provide animal sheltering services to the City of Winslow for 2005.
5. **City of West Fork Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of West Fork, Arkansas to provide animal sheltering services for 2005.
6. **City of Tontitown Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Tontitown, Arkansas to provide animal sheltering services to the City of Tontitown for 2005.

7. **Washington County Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and Washington County, Arkansas to provide animal sheltering services to Washington County for 2005.
8. **ADEQ & Boston Mountain Solid Waste District Grants:** A resolution authorizing the Fayetteville Solid Waste and Recycling Division to accept two grants totaling \$38,389.00 from the Arkansas Department of Environmental Quality (ADEQ) and the Boston Mountain Solid Waste District for the purchase of a wire tie system and repairs to the bailer; approving a Budget Adjustment to recognize the grant revenue; and awarding Bid 05-27 to Downing Sales & Service, Inc.
9. **Disc Mower Conditioner Purchase:** A resolution approving the purchase of one (1) Disc Mower Conditioner from Williams Tractor Co. in the amount of \$14,699.00 for use by OMI.
10. **Hay Baler Purchase:** A resolution approving the purchase of one (1) Large Square Hay Baler from Williams Tractor Co. in the amount of \$54,949.00 for use by OMI.
11. **Off-Street Parking Appointment:** A resolution approving the appointment of Rick Woods to the Board of Off-Street Parking Development District No. 1 in accordance with A.C.A. § 14-88-304.
12. **Jail Services Inter-Local Agreement:** A resolution adopting an Addendum to the Inter-Local Agreement for Jail Services between the City of Fayetteville, Arkansas, and Washington County, Arkansas.
13. **Cross, Gunter, Witherspoon & Galchus, P.C. Professional Services:** A resolution to approve a contract for Professional Services with Cross, Gunter, Witherspoon & Galchus, P.C. in a not to exceed amount of \$20,000.00 to begin representation of the City in the Peter T. Reagan, ET.AL. V. City of Fayetteville Lawsuit.

B. UNFINISHED BUSINESS:

1. **Amend Chapter 96: Noise Control:** An ordinance to add §96.09 to the Code of Fayetteville to restrict the use of a compression release engine brake or "Jake Brake."
This ordinance was left on the first reading at the April 5, 2005 City Council Meeting.

C. NEW BUSINESS:

1. **RZN 05-1409 (SCB Investments, LLC):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1409 for property located at 1841 Leverett Avenue containing approximately 1.43 acres from RSF-4, Residential Single Family, Four Units Per Acre, to RMF-24, Residential Multi-Family – 24 Units Per Acre.
2. **RZN 05-1412 (Mountain Ranch/Terminella):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1412 for property located south of Future Persimmon Street containing approximately 21.05 acres from R-A, Residential Agricultural, to RSF-4, Residential Single Family, Four Units Per Acre.

3. **RZN 05-1413 (Jones):** An ordinance rezoning that property described in Rezoning Petition RZN 05-1413 for property located at 2468 N. Crossover Rd. (The NE corner of Crossover & Township) containing approximately 4.77 acres, from R-A, Residential Agricultural to RSF-2, Residential Single-Family 2 Units/Acre.

D. INFORMATIONAL:

Council Tour: None