FINAL AGENDA
CITY COUNCIL
MARCH 6, 2001

A meeting of the Fayetteville City Council will be held March 6, 2001 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 W. Mountain Street, Fayetteville, Arkansas.

NOMINATING COMMITTEE REPORT

A. CONSENT

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the February 20, 2001 City Council minutes.

2. **McDONALD'S COST SHARE:** A resolution approving a change order with McDonald's Corporation in the amount of $108,500.00 for the widening of Joyce Boulevard and the associated drainage improvements.

3. **POLICE GRANT:** A resolution accepting the Universal Hiring Grant award in the amount of $450,000.00 and approval of a budget adjustment.

B. OLD BUSINESS

1. **VA 01-1:** An ordinance approving vacation request VA 01-1, submitted by Steve Winkler for property located east of 607 Peach. The property is zoned R-1, Low Density Residential and contains approximately 0.08 acres. The request is to vacate the street right-of-way (Haddon Avenue). The ordinance was left on the first reading at the February 20, 2001 meeting.

2. **CIVIL SERVICE:** An ordinance granting authority to the Fayetteville Civil Service Commission to appoint and remove the Police Chief and Fire Chief; and for other purposes. The ordinance was left on the first reading at the February 20, 2001 meeting.

C. NEW BUSINESS

1. **RZ 01-1.00:** An ordinance approving rezoning request RZ 01-1.00 as submitted by Ben Israel of Dixie Development for property located at 2091 E. Joyce Boulevard. The property is zoned A-1, Agricultural and contains approximately 4.81 acres. The request is to rezone to R-O, Residential Office.

2. **RZ 01-2.00:** An ordinance approving rezoning request RZ 01-2.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of J.E. Lindsey Family Limited Partnership for property located south of Chamberland Square and east of Betty Jo Drive to Shiloh Drive. The property is zoned C-2, Thoroughfare Commercial and contains approximately 18.25 acres. The request is to rezone to R-2, Medium Density Residential.

3. **SHILOH WEST APARTMENTS:** An ordinance approving a waiver of Ordinance 3793 to accept land and money in lieu as the park land requirement of Shiloh West Apartments Subdivison.

4. **RZ 01-3.00:** An ordinance approving rezoning request RZ 01-3.00 as submitted by Wes Burgess of Crafton, Tull and Associates on behalf of NOARK Girl Scout Council for property located at the northeast corner of Joyce Street and Park Oaks Drive. The property is zoned R-2, Medium Density Residential and contains approximately .48 acres. The request is to rezone to R-O, Residential Office.

5. **GIS COMPUTER MAPPING:** An ordinance repealing Ordinance 3865 which authorized the City Council to set prices for the sale of GIS Computer Mapping and repealing Resolution 10-95 which set such price.

6. **RURAL FIRE CONTRACT:** An ordinance amending Sec. 33.046, Code of Fayetteville, to establish annual fees for Rural Fire Contracts for the two year period of June 1, 2001 thru May 31, 2003.

7. **RESEARCH AND TECHNOLOGY PARK:** A resolution approving a refund of the purchase price of Lot 1, Research and Technology Park, of approximately 2.5 acres and reimbursement of other costs expended by original purchaser and cancel option issued to Cache Investments for adjoining property.

8. **BEKKA PARKING SPACE REVENUE:** Consideration of a claim by Bekka Development for lost parking space revenue in conjunction with the Town Center. If the claim is approved, approval of a budget adjustment to fund the approved claim is also requested.

9. **BEKKA LEGAL EXPENSES:** Consideration of a claim by Bekka Development for legal expenses in conjunction with the Town Center. A claim for parking rental revenue was approved at the June 20, 2000 meeting of the Fayetteville City Council. If the claim is approved, approval of a budget adjustment to fund the approved claim is also requested.

10. **CREEK CLEANUP:** A resolution in support of the April 28, 2001 Fayetteville Creek Cleanup along Scull Creek and other creeks in Fayetteville.

Meeting of March 6, 2001

	ROLL.		RR Consent.		
TRUMBO	✓		✓		
DAVIS	—				
SANTOS	✓		✓		
JORDAN	✓		✓		
REYNOLDS	✓		✓		
THIEL	✓		✓		
YOUNG	✓		✓		
ZURCHER	✓		✓		
COODY	✓				
			7-0.		

POLICE GRANT.	PH BT				
TRUMBO	✓				
DAVIS	—				
SANTOS	Absent for vote.				
JORDAN	✓				
REYNOLDS	✓				
THIEL	✓				
YOUNG	✓				
ZURCHER	✓				
COODY					
	6-0-0				

Meeting of March 6, 2001

CV Suspend Rules. 2ND RZ. RZ 3RD

CIVIL SERVICE.					
TRUMBO	✓	No Second			
DAVIS					
SANTOS	✓				
JORDAN	✓				
REYNOLDS	✓				
THIEL	✓	Left on seat			
YOUNG	✓				
ZURCHER	✓				
COODY					

RZ 01-1.00	# RR 2ND	# BT. 3RD	PASS		
TRUMBO	✓	✓	✓		
DAVIS					
SANTOS	✓	✓	✓		
JORDAN	✓	✓	✓		
REYNOLDS	✓	✓	✓		
THIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
ZURCHER	absent.	absent.	absent.		
COODY					

Meeting of March 6, 2001

RZ 01-2.00					
TRUMBO					
DAVIS					
SANTOS					
JORDAN					
REYNOLDS					
THIEL	left on 1st reading				
YOUNG					
ZURCHER					
COODY					

Shuckwest.					
TRUMBO					
DAVIS					
SANTOS					
JORDAN					
REYNOLDS					
THIEL					
YOUNG					
ZURCHER					
COODY					

Meeting of March 6, 2001

RZ.01-3.00 KS 2ND RR.	KS 3RD RR	PASS		
TRUMBO	✓	✓	✓		
DAVIS					
SANTOS	✓	✓	✓		
JORDAN	✓	✓	✓		
REYNOLDS	✓	✓	✓		
THIEL	✓	✓	✓		
YOUNG	✓	—	✓		
ZURCHER	✓	—	✓		
COODY					

6/5,	BT. CH. 2ND	ICS VF. 3RD	PASS	Swaying RR ICS.	
TRUMBO	✓	✓	✓	✓	
DAVIS					
SANTOS	✓	✓	✓	✓	
JORDAN	✓	✓	✓	✓	
REYNOLDS	✓	✓	✓	✓	
THIEL	✓	✓	✓	✓	
YOUNG	✓	✓	✓	✓	
ZURCHER	✓	✓	✓	✓	
COODY					

Meeting of March 6, 2001

RURAL FIRE.	KS 2ND LD.	KS 3RD LD.	PASS		
TRUMBO	✓	✓	✓		
DAVIS					
SANTOS	✓	✓	✓		
JORDAN	✓	✓	✓		
REYNOLDS	✓	✓	✓		
THIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
ZURCHER	✓	✓	✓		
COODY					

Res. Tech. Park	B7. KS. Pass				
TRUMBO	✓				
DAVIS					
SANTOS	✓				
JORDAN	✓				
REYNOLDS	✓				
THIEL	✓				
YOUNG	✓				
ZURCHER	✓				
COODY					

Meeting of March 6, 2001

BELLA TRKING. RZ. BT. pass CU Budget adj. for future $6,400.

TRUMBO	✓	✓			
DAVIS	—	—	—	—	—
SANTOS	✓	✓			
JORDAN	✓	✓			
REYNOLDS	✓	✓			
THIEL	✓	✓			
YOUNG	✓	✓			
ZURCHER	✓	✓			
COODY					

BELLA LEGAL. TT. BT. ✓✓✓ Clerk clean up amendment RZ CU.

TRUMBO	✓		✓		
DAVIS	—	—	—	—	—
SANTOS	✓		✓		
JORDAN	✓		✓		
REYNOLDS	✓		✓		
THIEL	✓		✓		
YOUNG	✓		✓		
ZURCHER	✓		✓		
COODY					
			7-0.		

adjourn. 8:45

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
CITY COUNCIL
MARCH 6, 2001

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NOMINATING COMMITTEE REPORT

A. CONSENT

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the February 20, 2001 City Council minutes.

2. **McDONALD'S COST SHARE:** A resolution approving a change order with McDonald's Corporation in the amount of $108,500.00 for the widening of Joyce Boulevard and the associated drainage improvements.

28-01 ✓

3. **POLICE GRANT:** A resolution accepting the Universal Hiring Grant award in the amount of $450,000.00 and approval of a budget adjustment.

Tabled Remove Consent 29-01

B. OLD BUSINESS

1. **VA 01-1:** An ordinance approving vacation request VA 01-1, submitted by Steve Winkler for property located east of 607 Peach. The property is zoned R-1, Low Density Residential and contains approximately 0.08 acres. The request is to vacate the street right-of-way (Haddon Avenue). The ordinance was left on the first reading at the February 20, 2001 meeting.

Steve Removed

2. **CIVIL SERVICE:** An ordinance granting authority to the Fayetteville Civil Service Commission to appoint and remove the Police Chief and Fire Chief; and for other purposes. The ordinance was left on the first reading at the February 20, 2001 meeting.

Left on 2nd

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

C. NEW BUSINESS

1. **RZ 01-1.00:** An ordinance approving rezoning request RZ 01-1.00 as submitted by Ben Israel of Dixie Development for property located at 2091 E. Joyce Boulevard. The property is zoned A-1, Agricultural and contains approximately 4.81 acres. The request is to rezone to R-O, Residential Office.

Pass 4294

2. **RZ 01-2.00:** An ordinance approving rezoning request RZ 01-2.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of J.E. Lindsey Family Limited Partnership for property located south of Chamberland Square and east of Betty Jo Drive to Shiloh Drive. The property is zoned C-2, Thoroughfare Commercial and contains approximately 18.25 acres. The request is to rezone to R-2, Medium Density Residential.

left on 1st

3. **SHILOH WEST APARTMENTS:** An ordinance approving a waiver of Ordinance 3793 to accept land and money in lieu as the park land requirement of Shiloh West Apartments Subdivison. (NEED COPY OF WAIVER (EXAMPLE? FOR KIT.)

left on 1st

4. **RZ 01-3.00:** An ordinance approving rezoning request RZ 01-3.00 as submitted by Wes Burgess of Crafton, Tull and Associates on behalf of NOARK Girl Scout Council for property located at the northeast corner of Joyce Street and Park Oaks Drive. The property is zoned R-2, Medium Density Residential and contains approximately .48 acres. The request is to rezone to R-O, Residential Office.

Pass 4295

5. **GIS COMPUTER MAPPING:** An ordinance repealing Ordinance 3865 which authorized the City Council to set prices for the sale of GIS Computer Mapping and repealing Resolution 10-95 which set such price.

Pass 4296

6. **RURAL FIRE CONTRACT:** An ordinance amending Sec. 33.046, Code of Fayetteville, to establish annual fees for Rural Fire Contracts for the two year period of June 1, 2001 thru May 31, 2003.

Pass 4299

7. **RESEARCH AND TECHNOLOGY PARK:** A resolution approving a refund of the purchase price of Lot 1, Research and Technology Park, of approximately 2.5 acres and reimbursement of other costs expended by original purchaser and cancel option issued to Cache Investments for adjoining property.

30-01

8. **BEKKA PARKING SPACE REVENUE:** Consideration of a claim by Bekka Development for lost parking space revenue in conjunction with the Town Center. If the claim is approved, approval of a budget adjustment to fund the approved claim is also requested.

31-01

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3201

10. **CREEK CLEANUP:** A resolution in support of the April 28, 2001 Fayetteville Creek Cleanup along Scull Creek and other creeks in Fayetteville.

3301

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA
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PASS

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28-01

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TABLED

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Remove from consent.

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REMOVED AT APPLICANTS REQUEST.

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left on Second reading.

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

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FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Coody and City Council

THRU: Don Bunn, Assistant Public Works Director

FROM: Connie Edmonston, Parks & Recreation Superintendent

DATE: February 13, 2001

SUBJECT: Waiver of the Park Land Dedication Ordinance 3793

Shiloh West Apartments is a proposed subdivision located south of Highway 16 West on Shiloh Drive and west of Highway 540. It contains 228 multi-family units on 18.25 acres. The owner of the subdivision is Lindsey Properties and the engineer is Jorgenson and Associates. The requirement for park land is 4.56 acres and money in lieu is $85,500.

This development was previously presented to the Parks and Recreation Advisory Board on December 1, 1999 with the board recommending money in lieu of land. On December 21, 1999, City Council approved the waiver of the park land dedication ordinance. Since this time, the original developer withdrew and Lindsey and Associates changed the scope of the project adding more acres to the north. Staff from Parks and Recreation, Planning, and Sidewalk and Trails toured the site and recommended land adjacent to the right of way of Shiloh Drive and along the southern portion of the property be required for a greenway area to build a trail. This calculates to a combination of .45 acres of land dedication in addition to money in lieu in the amount of $77,062.50 as the requirements of the Park Land Dedication Ordinance. The trail would be built along Shiloh Drive and Persimmon Street according to the proposed city wide trails master plan. This trail would allow citizens residing in neighboring subdivisions, as well as other residential areas, access to the future Boys and Girls Club.

The large scale development was presented to the Parks and Recreation Advisory Board on January 8, 2001. (See PRAB meeting minutes.) Please note the acreage has changed since the board met due to the request of the developer. The board recommended to accept a combination of land and money in lieu as the requirement of the Park Land Dedication ordinance for the reasons stated below:

1. The Sidewalk and Trails Coordinator recommended a trail on the east side of the property by Shiloh Drive and on the south border by Persimmon Street. These trails are on the proposed master trails plan created by the Sidewalk and Trails Sub-committee.

2. The apartment complex currently has planned the following park amenities for their residential use: tennis courts, swimming pool, clubhouse, playground and lake.

3. The proximity to the highway bypass limits the functionality for the entire land dedication to be used as a park.

4. Lindsey Properties have concurred with this agreement as outlined above. (See attached letter.)

Because Shiloh West Apartment Complex is over 100 units, Ordinance 3793 regulates the Parks Division to accept a land dedication. The ordinance states:

> However, if the Parks and Recreation Advisory Board determines that a neighborhood park is not feasible or advisable, it may recommend to the City Council that a cash contribution pursuant to our ordinance be accepted in lieu of land dedication. The City Council will either accept the recommendation for a cash contribution or return the subdivision plat to the Parks Board with instructions or for further study.

Please review this request to waive the park land dedication requirement and to accept a combination of land and money as the park land ordinance requirement for Shiloh West Apartments. If you have questions concerning this request, please call me at 444-3473.

Attachments:
PRAB January 8, 2001 Meeting Minutes
Jorgensen & Associates Letter
Location Map

JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (501) 442-9127 • FAX (501) 582-4807
DAVID L. JORGENSEN, P.E., P.L.S. THOMAS HENNELLY, P.E.

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

2/23/01

ATT: Parks Dept.
Re: Shiloh Apartments LSD

This is to confirm that the owner/developer Jim Lindsey will be donating 0.45 Acres of property on the Shiloh Apartment project.

Please call concerning any questions you may have.

Thank you.

Sincerely;

David L. Jorgensen

STAFF REVIEW FORM

_X_ AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of March 6, 2001

FROM:

Ron Petrie	Engineering	Public Works
Name	Division	Department

ACTION REQUIRED: Approval of a change order to a cost share with McDonald's Corporation in the amount of $108,500.00 for the widening of Joyce Boulevard and the associated drainage improvements.

COST TO CITY:

$ 108,500.00	$ 557,344.00	Drainage Improvements
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5817-00	$ 108,730.00	Cost Share
Account Number	Funds Used To Date	Program Name
97041-0020	$ 448,614.00	Sales Tax
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _X_ Budgeted Item ___ Budget Adjustment Attached

Budget Manager 2/21/01 — Administrative Services Director

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

Accounting Manager	2/21/01 Date	Internal Auditor	2/21/01 Date
City Attorney	2/21/01 Date	ADA Coordinator	Date
Purchasing Officer PR	2/21/01 Date	Grants Coordinator	Date

STAFF RECOMMENDATION: Approval of a change order in the amount of $108,500.00 for the above described construction.

Division Head	02/20/01 Date	Cross Reference
Department Director	2-22-01 Date	New Item: Yes x No __
Administrative Services Director	2/23/01 Date	Prev Ord/Res #: 4270
Mayor	2/23/01 Date	Orig Contract Date: ___
		Orig Contract Number: ___

STAFF REVIEW FORM

Description Joyce Street Widening & Drainage Improvements Cost Share Meeting Date March 6, 2001

Comments: **Reference Comments:**

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

Internal Auditor

ADA Coordinator

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mr. Dan Coody, Mayor

Thru: Don Bunn, Asst. PW Director
Jim Beavers, City Engineer

From: Ron Petrie, Staff Engineer

Date: February 16, 2001

Re: Proposed Change Order in the amount of $108,500.00 for the Cost Share with McDonald's Incorporated for the widening of Joyce Boulevard and the installation of a storm pipe from Simmon's Bank to the west side of Mall Lane and to the south side of Joyce Boulevard.

The City Council approved a cost-share with the McDonald's Corporation in the amount of $90,015.00 at the September 5, 2000 Council Meeting to widen Joyce Boulevard and install additional storm pipes. Attached is the original memo sent to Mayor Hanna that explains the scope of the cost-share. The amount of the original request was based upon an estimate provided by McDonald's from a preliminary design. Since this cost-share was approved by the Council, these improvements have been designed and bids have been received from Contractors. In addition, the design required an additional 192 feet of storm pipe that will have to be installed across Joyce Boulevard. The following prices were submitted by the low bidder, Dean Crowder Construction:

City	$168,257.00
Developer	$ 65,827.00
Total	$234,084.00

Therefore, an additional $108,500.00 is requested for this project. This amount was determined as follows:

City's Portion	$168,257.00
Engineering Fees	$ 16,110.00 (Includes Inspection)
Sub-Total	$184,367.00
Less Previously Approved	$ 90,015.00
Sub-Total	$ 94,352.20
15% Contingency	$ 14,148.00
Total Additional Funds Requested	$108,500.00

Based upon the information provided by the Budget & Research Division, there is a remaining balance of $448,614.00 in the Miscellaneous Drainage Improvement Account.

The final costs to the City will be based upon actual costs as documented by the McDonald's Corporation subject to review by the City and may, or may not exceed the Developer's estimate. However, the City's share will not exceed the estimated costs without additional authorization.

Enclosures:

Original Memo to Mayor Hanna (Dated August 18, 2000)
Staff Review Form
Vicinity Map
Construction Drawing
Revised Cost-Share Agreement
Construction Bids
Revised Purchase Requisition

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mr. Fred Hanna, Mayor

Thru: Charles Venable, PW Director
Jim Beavers, City Engineer

From: Ron Petrie, Staff Engineer RP

Date: August 18, 2000

Re: Proposed Cost-Share in the amount of $90,015.00 with McDonald's Incorporated for the widening of Joyce Boulevard and the installation of a storm pipe from Simmon's Bank to the west side of Mall Lane.

A McDonald's Restaurant was approved at the July 24, 2000 Planning Commission Meeting to be located at the northeast corner of the Joyce Boulevard/ Mall Lane intersection. To be consistent with previous approved projects along Joyce Boulevard, McDonalds was required to widen Joyce Boulevard approximately 12 feet and construct a 48" storm pipe along the project frontage. If this required widening was constructed, a narrow gap of approximately 183 feet from the east side of the McDonald's site to the west side of the Simmon's Bank development would remain. It is the Engineering Division's recommendation that this portion of Joyce Boulevard be widened at the same time as the portion adjacent to the McDonald's development is widened in order to alleviate this gap.

Therefore, upon the recommendation of the Engineering Division, the City is requested to cost-share with McDonald's to widen approximately 400 feet of Joyce Boulevard and extend a 48" storm pipe approximately 520 feet from the Simmon's Bank development to the west side of Mall Lane. The McDonald's Corporation has estimated the costs (with a 10% contingency) for this construction to be as follows:

City	$ 90,015.00
Developer	$ 70,140.00
Total	$160,155.00

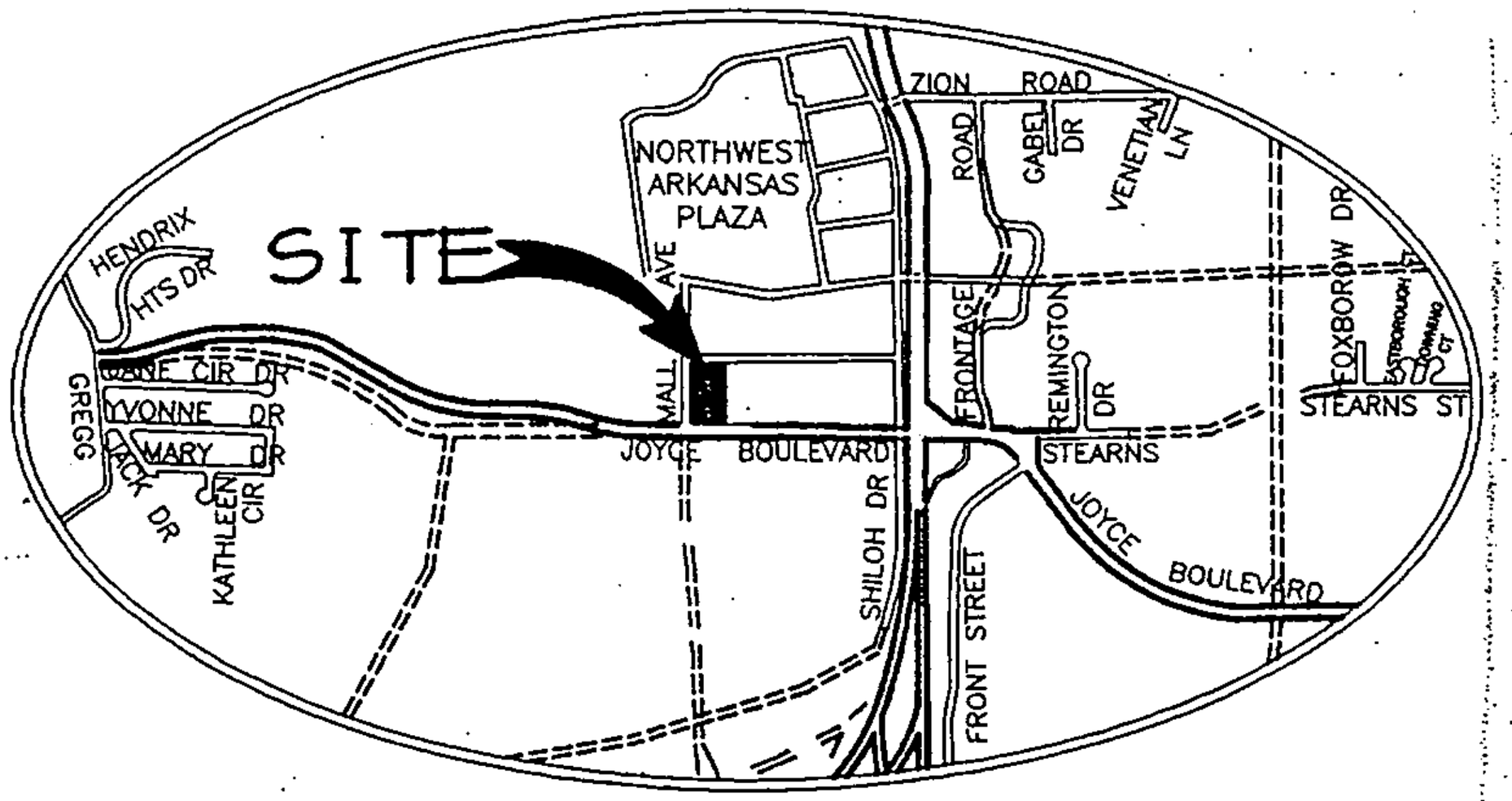
Based upon the information provided by the Budget & Research Division, there is a remaining balance of $396,184.00 in the Street and Drainage Improvement Cost Share Accounts.

The final costs to the City will be based upon actual costs as documented by the McDonald's Corporation subject to review by the City and may, or may not exceed the Developer's estimate. However, the City's share will not exceed the estimated costs without additional authorization.

Enclosures:

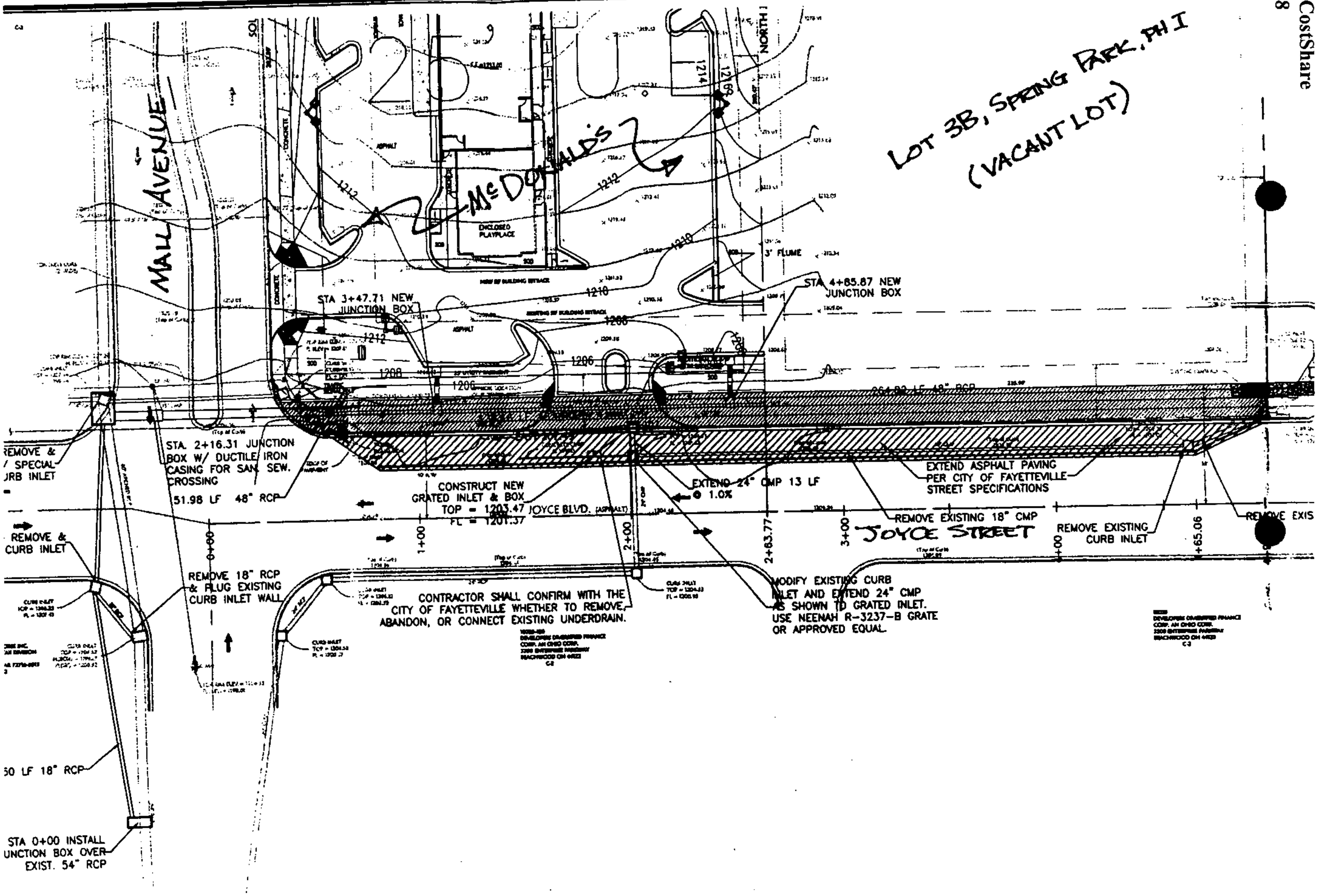
Vicinity Map
Construction Drawing
Cost-Share Agreement & Cost Estimates from McDonald's Corporation
Purchase Requisition
Vendor Request Form

VICINITY MAP



FAYETTEVILLE, ARKANSAS

NORTH


MALL AVENUE
McDONALD'S
LOT 3B, SPRING PARK, PH I
(VACANT LOT)
NORTH
ENCLOSED PLAYPLACE
3' FLUME
STA 3+47.71 NEW JUNCTION BOX
STA 4+85.87 NEW JUNCTION BOX
264.82 LF 48" RCP
REMOVE & / SPECIAL URB INLET
STA. 2+16.31 JUNCTION BOX W/ DUCTILE IRON CASING FOR SAN. SEW. CROSSING
51.98 LF 48" RCP
CONSTRUCT NEW GRATED INLET & BOX
TOP = 1203.47
FL = 1201.37
JOYCE BLVD. (ASPHALT)
EXTEND 24" CMP 13 LF @ 1.0%
EXTEND ASPHALT PAVING PER CITY OF FAYETTEVILLE STREET SPECIFICATIONS
REMOVE EXISTING 18" CMP
JOYCE STREET
REMOVE EXISTING CURB INLET
REMOVE EXIS
REMOVE & CURB INLET
REMOVE 18" RCP & PLUG EXISTING CURB INLET WALL
CONTRACTOR SHALL CONFIRM WITH THE CITY OF FAYETTEVILLE WHETHER TO REMOVE, ABANDON, OR CONNECT EXISTING UNDERDRAIN.
MODIFY EXISTING CURB INLET AND EXTEND 24" CMP AS SHOWN TO GRATED INLET. USE NEENAH R-3237-B GRATE OR APPROVED EQUAL.
50 LF 18" RCP
STA 0+00 INSTALL UNCTION BOX OVER EXIST. 54" RCP
0+00
1+00
2+00
2+63.77
3+00
+00
+65.06

Fayetteville, AR
NEC Joyce Blvd/Mall Lane Blvd.
L/C: 003-0136

Agreement

This shall serve as a formal agreement between the McDonald's Corporation ("McDonald's"), the developers of the McDonald's Restaurant to be located at the northeast corner of the Joyce Street and Mall Lane intersection in Fayetteville, Arkansas, and the City of Fayetteville ("City") in order for the City of Fayetteville to participate in a cost share to widen Joyce Street and install a storm pipe from Simmons Bank to the west side of Mall Lane.

The City agrees to pay the actual documented construction costs and Engineering Costs for the aforementioned construction pursuant to the site plan attached hereto as Exhibit "A" and made a part hereof up to a maximum City cost of $198,515.00 as was estimated by McDonald's and pursuant to the estimate as attached hereto as Exhibit "B" ("Estimate"). McDonald's agrees to provide the necessary and normal project management, inspection and testing as necessary for a complete and accepted storm sewer line and appurtenances.

It is understood that the contract for construction is between McDonald's and their contractor and engineer and that the City has no contractual obligation with either the contractor or engineer. The City's only obligation shall be to participate in a cost share, with McDonald's pursuant to the terms of the Agreement, said costs not-to-exceed the amount of $198,515.00 pursuant to the Estimate.

If the future and actual bid prices exceed the Estimate, the cost-share agreement shall be re-evaluated and re-approved by the Mayor and/or City Council as appropriate prior to construction. Said re-evaluation and approval by the City shall occur within 15 days of receipt of said increased bid.

It is further understood that upon acceptance of the storm pipe extension, McDonald's will provide to the City, a copy of any and all invoices(s) from the contractor and/or engineer and a completed lien waiver executed by the contractor. The City shall make payment to McDonald's within thirty (30) days after receipt of said invoices(s).

This is a request for approval of a cost share only. The Mayor and/or City Council will not consider the proposed cost share for approval without a formal agreement signed in advance by an authorized representative of your company. This Agreement is contingent upon the City, by way of the City Council, hearing the presentation for this project on March 6, 2001. The City will support the efforts of McDonald's to complete the storm pipe extension, and not unduly delay the work through the permitting or inspection process. McDonald's shall not proceed with the proposed construction extension unless/until the proposed costs share is approved by the Mayor and/or City Council and the signed agreement is furnished to McDonald's.

This Agreement shall supercede the Agreement dated September 6, 2001.

If you agree with these provisions, please sign the three original agreements in the space provided and return to the City or your Engineer. Should you need any additional information please call Ron Petrie at (501) 575-8206.

_____	Ronald Petrie CONSTRUCTION MANAGER
Approved City of Fayetteville Dan Coody, Mayor	McDonald's Corporation Authorized Representative
_____	2/16/01
Date	Date

S:\HO\Dept\Legal\USLEGAL\midwest\oklahoma\003-0136\Agreement -draft 1 - 8-8-00.doc

Off-Site Utility Construction

McDonald's - Joyce Blvd

Fayetteville, AR

	AREA 1	AREA2
1. McClinton-Anchor	90067	95591
2. Dean Crowder	52625	45000
3. Shady Grove Excavating	40325	54800
4. L.R. Mourning Co.	19582	20827
Total of 2 & 4	72207	65827

ADDITIONAL ENGINEERING FEES WILL FOLLOW UNDER SEPARATE COVER

C.C. BEN AGUIRRE, MCDONALDS CORPORATION

AREA 3	Total Cost
117672	303330
85000	182625
82222	177347
11050	51459
96050	234084

Dean Crowder Construction, Inc.

BID

804 S.E. 21st Street, Bentonville, AR 72712
Phone (501) 273-5304
FAX (501) 273-0574

PROPOSAL SUBMITTED TO: L.R. MOURNING CO.	PHONE	DATE: 12-7-00
STREET	JOB NAME: MCDONALDS	
CITY, STATE AND ZIP CODE: LITTLE ROCK, AR	JOB LOCATION: FAYETTEVILLE	
ARCHITECT / ENGINEER: SAND CREEK	DATE OF PLANS: 11-6-00	ATTN: MATTHEW KARPOFF

AREA 1
- FURNISH AND INSTALL 48" CCMP.
- REMOVE EXISTING 18" AND 24" CMP
- REMOVE CURB INLET.
- REMOVE CURB
- REMOVE AND REPLACE WITH A MINIMUM OF 24" OF SELECT FILL ON STREET.

TOTAL..... $52,625.00 ~~$50,125.00~~

AREA 2
- FURNISH AND INSTALL 24" CMP, 18" CMP AND 48" CCMP.
- CONSTRUCT GRATED INLET, CURB INLET AND JCT BOXES.
- RECONSTRUCT CURB INLET.

TOTAL..... $45,000.00

AREA 3
- REMOVE 18" CMP.
- REMOVE 18" RCP AND PLUG HOLE.
- FURNISH AND INSTALL 18" AND 48" RCP.
- REMOVE AND REPLACE CURB AND SIDEWALK.
- REMOVE CURB INLET.
- CONSTRUCT CURB INLETS AND JCT. BOXES.
- PATCH STREET.

TOTAL..... $85,000.00

RECEIVED
DEC 07 2000
L.R. MOURNING CO.
INC.

Date of Proposal 12-7-00 Submitted By [signature]

Date of Acceptance _____ Accepted By _____

UNLESS NOTED, PRICE DOES NOT INCLUDE THE FOLLOWING ITEMS: ROCK EXCAVATION - UNDERCUT AND FILL BACK OF UNSTABLE MATERIAL - DENSITY TESTING - ADEQ (NPDES) PERMIT

McDonald's Corporation
3817 N.W. Expressway
Suite 920
Oklahoma City, Oklahoma 73112-1490
405/948-1562
Fax: 405/945-1240

McDonald's

Mr. Ron Petrie – P.E.
City of Fayeteville Engineer
City of Fayetteville, Arkansas
113 West Mountain 72701

February 16, 2001

Re: Revised Engineering Fees – McDonald's at Joyce Blvd. & Mall Ave.

Dear Mr. Petrie:

The revised engineering fees for areas 1 & 3 on the above mentioned project are as follows:

Additional engineering fees for construction document production		**$1,282.11**
Engineering inspection fees for construction		**$7,388.69**
	TOTAL:	**$8,670.80**

Please don't hesitate to call me at (405) 945-1230 if you have any questions.

Sincerely

McDonald's Corporation
Ben Aguirre
Project Manager

Cc: File
Tim Sorey – Sand Creek Engineering

Attachments;

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.:	Date: 2-16-01
P.O. Number:	Expected Delivery Date: ASAP

Vendor #: 84120

Vendor Name: McDonald's Corporation - Ben Aguirre

Mail: Yes ____ No X

Address: 3817 NW Expressway, Suite 920

FOB Point:

Taxable: Yes ____ No ____

City: Oklahoma City | State: OK | Zip: 73112

Ship To Code: 090

Division Head Approval: John Beavers

Requester: Ron Petrie

*Requester's Employee#: 1461

Extension: 418

Item	Description:	Quantity	Unit of issue	Unit Cost	Extended Cost	Account Number:	Project/SubProject Number:	Inventory #	Fixed Asset #
1	Cost-Share for Joyce Blvd. Drain-				$179,095.	4470-9470-5817.00	97041.20		
2	age Improvements Cost-Share for Joyce Blvd. Street				19,420.	4470-9470-5809.00	98033.20		
	Widening								
	SHIPPING/HANDLING								

Special Instructions: PLEASE RETURN PO TO ENGINEERING

Subtotal: $198,515.00

Tax:

TOTAL:

Approvals: (for purchasing office use only)

Mayor:

Department Director:

Purchasing Manager:

Admin. Services Director:

Budget Coordinator:

Data Processing Mgr:

STAFF REVIEW FORM

X AGENDA REQUEST
__ CONTRACT REVIEW
X GRANT REVIEW

For the Fayetteville City Council meeting of March 6, 2001

FROM:

Richard L. Watson	Police	Police
Name	Division	Department

ACTION REQUIRED:
Accept the grant award and approve the budget adjustment

COST TO CITY:

$126,825.00	4,644,477.00	Patrol & Warrant Division
Cost of this Request	Category/Project Budget	Category/Project Name
Multiple	548,258.00	Patrol & Warrant
Account Number	Funds Used To Date	Program Name
	4,096,219.00	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: __ Budgeted Item X Budget Adjustment Attached

Budget Manager 2/19/01 Administrative Services Director

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

Accounting Manager 2/21/01 Date — Internal Auditor Nancy Smith 2/21/01 Date

City Attorney E. 2-22-01 Date — ADA Coordinator Date

Purchasing Officer 2/21/01 Date — Grants Coordinator Date

STAFF RECOMMENDATION: **City Council and Mayor accept grant award in the amount of $450,000.00 and approve the budget adjustment.**

Division Head	Date	Cross Reference
Richard L. Watson	2-15-01	New Item: **Yes** **No**
Department Director	Date	
Administrative Services Director	2/21/01 Date	Prev Ord/Res #:
Mayor	Date	Orig Contract Date:

STAFF REVIEW FORM

Description Acceptance of Universal Hiring Grant Meeting Date March 6, 2001

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

Internal Auditor

ADA Coordinator

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody

FROM: Richard L. Watson, Chief of Police R. Watson

DATE: February 14, 2001

SUBJECT: Acceptance of $450,000 Universal Hiring Grant

The Fayetteville Police Department has been approved for a three year, $450,000 Federal grant. The purpose of this grant is to increase our efforts in Community Policing. These funds would allow the department to hire one additional sergeant and five officers to be devoted to Community Policing concepts. The goal of these Community Policing officers will be to reduce crime and disorder by carefully examining the characteristics of problems in neighborhoods and using problem oriented policing strategies to analyze and solve those problems.

Specific geographic areas and situations are being researched at this time. Some of the types of problems to be addressed are breaking & entering or burglaries at apartment complexes, lewd behavior in parks and disorderly youth who regularly assemble in parking lots.

The "community" for which these officers will be responsible will be a specific well-defined geographical area. Officers will attempt to develop extensive contacts and rapport with citizens and communicate the goals of the program and form a partnership with the business community in the area. Officers will supplement vehicle patrol with foot and bicycle patrols of the area as needed. Officers will become familiar with problem-solving strategies, which utilize citizen input and take full advantage of other City government resources such as code enforcement, inspection and planning. They will also take full advantage of Social Service agencies for assistance when merited.

After a problem has been resolved, this unit can be moved to another location. Each particular situation will dictate how much time we take to deal with a problem and how many officers in the unit are devoted to it. Success will be measured by effectiveness and results rather than the number of projects initiated.

The grant is three years in duration and requires a minimum 25% match from the City. The grant only covers salaries and pays up to $ 25,000 per officer per year for a total of $ 150,000 per year for a three year total of $ 450,000 in Federal monies. The City must fund all other supporting expenses such as uniforms, training, vehicles, and equipment. With Council approval, this program is scheduled to begin in August of 2001. The City's cost for the first year is $64,325 and a budget adjustment is attached. If you have further questions, please contact me.

Universal Hiring Program

Three year grant in the amout of $450,000.00

3 year Universal Hiring Grant Budget detail for 1 additional sergeant and 5 officers	Cost 08/01/2001 12/31/2001	Cost 2002	Cost 2003	Cost 2004
Salaries	$66,761	$168,127	$176,024	$183,926
Overtime	6,000	8,000	8,000	8000
FICA taxes	1,055	2,554	2,668	2,783
Life Insurancce	310	782	819	855
Health Insurance	9,389	22,533	22,533	22,533
LTD Insurance	307	773	810	846
ADD Insurance	45	108	108	108
LOPFI	8,149	19,726	20,611	21,496
Worker's Comp.	2,088	5,055	5,281	5,508
	94,104	227,658	236,854	246,055
Uniforms				
BDU	666	0	0	0
Web gear	1,092	0	0	0
Class A	14,604	0	0	0
Uniform allowance		3,000	3,000	3000
Insurance - Professional Liability	1,147	2,186	2,186	2186
Training	1,250	0	0	0
Motor Pool	2,600	6,240	6,552	6,880
Replacement	4,362	4,580	4,809	5,050
Vehicle Maint	3,000	7,200	7,200	7200
Minor Equipment	4,000	1,000	1,000	1000
Total	$126,825	$250,864	$260,601	$270,371
Grant allowable	$62,500	$150,000	$150,000	$87,500
Local match	20,833	50,000	50,000	$29,167
Non-allowable	43,492	50,864	60,601	153,704
Total Local cost	$64,325	$100,864	$110,601	$182,871

Budget adjustment to accept the COPS Universal Hiring Grant for 6 officers

Account number					Description	Amount
Expense						
1010	2940	5	101	00	Salaries - Uniform	$66,761.00
1010	2940	5	104	00	Overtime	$6,000.00
1010	2940	5	105		FICA	1,055.00
1010	2940	5	107		Life Insurance	310.00
1010	2940	5	108		Health Insurance	9,389.00
1010	2940	5	108	01	LTD insurance	307.00
1010	2940	5	108	02	ADD insurance	45.00
1010	2940	5	109	03	LOPFI	8,149.00
1010	2940	5	111		Worker's Comp	2,088.00
1010	2940	5	302		Travel & Training	1,250.00
1010	2940	5	304		Uniforms	16,362.00
1010	2940	5			Insurance Personal Liability	1,147.00
1010	2940	5	331		Motor Pool	2,600.00
1010	2940	5			Replacement	4,362.00
1010	2940	5			Vehicle Maintenance	3,000.00
1010	2940	5	890		Minor Equipment	4,000.00
					Total	$126,825.00
Revenue						
1010	0001	4	310	00	Federal Grant	$62,500.00
1010	0001	4	999	99	Use of Fund Balance	64,325.00
					Total	$126,825.00

Police Grant
A. 3. Page 6

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department:	Police	Date Requested	Adjustment #
2001	Division:	Police	02/14/01	
	Program:	Patrol		

Project or Item Requested:

Funds for operating expense of the Community Policing program as a result of accepting the Federal Universal Hiring Program grant to add 1 sergeant and 5 officers. These expenses reflect 5'months in the 2001 budget year.

Project or Item Deleted:

None, federal grants require these funds be in addition to the current Police budget.

Justification of this Increase:

With the acceptance of this grant the Police Department will assign this new unit to specific area of the City to solve a current defined problem in the area. This unit will remain at this location until it is determined the problem has been eleminated.

Justification of this Decrease:

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project N
See attached							

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project N
Use of Fund Balance	64325	1010	0001	4999	99		

Approval Signatures

Requested By	Date
Budget Coordinator	2-21-01 Date
Department Director	Date
Admin. Services Director	2/27/01 Date
Mayor	Date

Budget Office Use Only

Type: A B C (D)

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log

Blue Copy: Budget & Research / Yellow Copy: Requester

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody

THRU: John Maguire, Administrative Services Director

FROM: Budget & Research

DATE: February 22, 2001

SUBJECT: **Universal Hiring Grant Award**

Budget & Research is attaching this memo to provide information on the future financial impact to the City's General Fund of accepting the community policing grant award. The future financial impact does not address costs associated with any pay range adjustments or increases in any other cost area associated with employees. The terms of the grant award provides the City the opportunity to hire an additional six police officers that will be focused on community policing activities. Acceptance of this grant award also commits the City to retain the officers for one budget year past the term of the grant. This grant follows a grant accepted in 2000 for five school resource officers. The grant accepted in 2000 also contained a commitment on the part of the City to retain those officers after the grant lapses. The table below lists the cost per year over the next five years and the City's commitment. In accepting this grant, City Council is committing to making the funds available to retain the officers hired under the grant.

If you have any questions concerning the table below please contact Stephen Davis at 575-8296.

Description/Year	2001	2002	2003	2004	2005
Cost of Officers - School Resource Grant	208,913	217,817	225,182	232,547	240,542
Cost of Officers - Community Policing Grant	126,828	250,864	260,601	270,371	280,141
Cost of Officers - Grant Awards	335,741	468,681	485,783	502,918	520,683
Grant Allowable- School Resource	156,700	156,895	91,403	0	0
Grant Allowable - Community Policing	62,500	150,000	150,000	87,500	0
General Fund Commitment	116,541	161,786	244,380	415,418	520,683

H:\BUDGET\Issuebud\2002\community policing grant award.wpd

U.S. Department of Justice
Office of Community Oriented Policing Services

COPS Application

www.usdoj.gov/cops/

Universal Hiring Program Application Form

This form is to be completed by jurisdictions wishing to apply for grants to pay for salaries and benefits of new or rehired police officers under the Universal Hiring Program. By signing this form you also acknowledge your understanding that Universal Hiring Program grants provide a maximum Federal contribution of 75 percent of the approved salary and benefits of each officer over three years (unless a waiver is authorized), up to a cap of $75,000 per officer, with the Federal share decreasing and local share increasing from year to year. All budget calculations must be based on the salary of an entry-level officer in your department. **All grant recipients must develop a written plan to retain their COPS-funded officer positions for one local budget cycle after federal funding has ended. This plan must be submitted to the COPS Office with your application. The COPS Office will monitor, for one full local set budget cycle, the grantee's implementation of their retention plan following expiration of the three-year grant.**

Applications are due postmarked by May 31, 2000

Please complete the information below. All requested information must be typed.

I. General Information

Applicant Organization's Legal Name: City of Fayetteville, AR Police Department
Applicant Agency EIN Number *(assigned by IRS. This number should be nine digits)*: 71-6018462
(If the Office of Justice Programs has assigned your department an EIN Number, please use that assigned number. Otherwise, your Internal Revenue Service EIN number should be used. For further clarification, please refer to your application instruction manual on page 5.)
Applicant Agency ORI Number *(assigned by FBI for UCR reporting)*: AR072100
(Assigned by FBI for UCR reporting. This should be 7 digits long beginning with the first two letters of your state abbreviation. For further clarification, please refer to your application instruction manual on page 5.)
Federal Congressional District Number: 3rd

Are you contracting for law enforcement services? ☐ Yes ☒ No
If "yes," enter the name and agency information of the contract law enforcement department in the Executive Information section below. (For further clarification in determining if this applies to your agency, please see the Application Instruction Manual on Page 5.)

II. Executive Information
(Must be the highest ranking official in both categories)

Law Enforcement Executive's Name: Richard L. Watson
Title: Chief of Police Agency Name: Fayetteville Police Department
Address: P.O. Box 1988
City: Fayetteville
State: AR Zip Code: 72702
Telephone: (501) 587-3500 Fax: (501) 587-3522

Type of Police Agency:
☒ Municipal ☐ State ☐ County PD ☐ Sheriff* ☐ Tribal* ☐ Transit*
☐ School* ☐ University/College* (☐ Public or ☐ Private)
☐ Public Housing* ☐ New Start Up* (please specify type of agency): _____
☐ Other* (please specify): _____

*Departments applying from agency types with an asterisk next to them, must complete the additional information questionnaires contained in the Application Kit. **This additional information must be submitted with your application.**

Government Executive's Name: Fred Hanna
Title: Mayor Name of Government Entity: City of Fayetteville, AR
Address: 113 West Mountain Street
City: Fayetteville
State: AR Zip Code: 72701
Telephone: (501) 575-8330 Fax: (501) 575-8257

Type of Government Entity:
☐ State ☒ City ☐ Town ☐ County
☐ Village ☐ Borough ☐ Township ☐ Territory
☐ Region ☐ Council ☐ Community ☐ Pueblo
☐ Nation ☐ School District
☐ Other (please specify): _____

Contact Information:
Name of contact person in your department who is familiar with this grant: Judy Cohea
Telephone: (501) 587-3510 FAX: (501) 587-3522
Email: orbitre@AOL.com

III. General Information

Has your jurisdiction received other COPS grants? ☒ Yes ☐ No

If "yes," under which program(s)? (Choose all that apply.)

☐ COPS Phase I ☐ COPS AHEAD ☐ COPS FAST ☒ COPS MORE
☐ Universal Hiring Program ☐ Anti-Gang Initiative/Youth Firearms Violence Initiative
☐ Troops to COPS ☐ Community Policing to Combat Domestic Violence ☐ Police Corps
☐ Problem-Solving Partnerships ☐ Regional Community Policing Institutes
☒ COPS in Schools ☐ School Based Partnerships ☐ Tribal Resources Grant Program
☐ Small Communities Grant Program ☐ Technology
☐ Other (please specify): _____

What is the total number of new officer positions for which you are now applying? Do not include officer positions funded under any other COPS grants.

full-time: 6 part-time: _____

Will any of the requested officers be deployed to primary or secondary schools? ☐ Yes ☒ No
If "Yes," you may want to consider applying for funding under the COPS in Schools Grant Program.

Total amount of Federal funds requested for all full-time and part-time officers: $ 450,000.00
Total non-Federal matching funds required (local share): $ 177,846.00
(To answer these questions, complete the budget section for one officer and multiply by the above number of requested officers.)

Population served as of 1990 U.S. Census: 42,099
Current Population if different: 52,976 and square miles covered: 44.54
(Exclude the population and square miles primarily served by other law enforcement agencies within your jurisdiction. For example, sheriffs' departments must exclude populations and areas covered by a city police department for which the sheriffs' department has no primary law enforcement authority.)

Current authorized sworn force strength:
Full time officers: 94 Part time officers: 0
(You must indicate if your department does not have an authorized strength.)
Current budgeted sworn force strength as of March 1, 2000:
Full time officers: 94 Part time officers: 0
(Include the total number of state or locally-funded officer positions budgeted as of this date. Do not include COPS grant-funded positions in this response.)
Actual sworn force strength as of March 1, 2000:
Full time officers: 94 Part time officers: 0
(Include funded vacancies. Do not include COPS funded positions or reserve positions)

Are you requesting a waiver of the local match requirement based upon severe fiscal distress?
☐ Yes ☒ No

If "yes," attach a one to three page, typewritten description of the extraordinary local fiscal hardship upon which you are basing your request for a waiver. (For further clarification on the information that is needed to process a waiver request, please refer to the "Guidelines for Waivers of Local Match" in the Application Instructions Manual on page 9.)

I certify that the information provided on this form is true and accurate to the best of my knowledge. I understand that prior to any grant award, the applicant must comply with all application and program requirements of the Public Safety Partnership and Community Policing Act of 1994 and other requirements of Federal law.

Law Enforcement Executive's Signature:

Richard L. Watson Date: 5-30-00
(signature of person named on the front of this form)

Government Executive's Signature:

Fred Hamm Date: 5/26/00
(signature of person named on the front of this form)

Please return 1 original and 2 copies of application materials that are being submitted with this request for funding. This includes the Community Policing Information Worksheet (for first time UHP Applicants), the Budget Information forms, Assurances, Certifications, a written Retention Plan and any additional information that is required. Completed applications should be sent to:

COPS Universal Hiring Program
U. S. Department of Justice
1100 Vermont Avenue, NW
7th floor
Washington, DC 20530
(For overnight delivery, please use 20005 as the zip code.)

Note: Since an original signature is needed to process all funding requests, fax copies will NOT be accepted.

Note: Application pending OMB Approval.

U.S. Department of Justice
Office of Community Oriented Policing Services

Assurances

Several provisions of Federal law and policy apply to all grant programs. We (the Office of Community Oriented Policing Services) need to secure your assurance that you (the applicant) will comply with these provisions. If you would like further information about any of the matters on which we seek your assurance, please contact us.

By your authorized representative's signature, you assure us and certify to us that you will comply with all legal and administrative requirements that govern the applicant for acceptance and use of Federal grant funds. In particular, you assure us that:

1. You have been legally and officially authorized by the appropriate governing body (for example, mayor or city council) to apply for this grant and that the persons signing the application and these assurances on your behalf are authorized to do so and to act on your behalf with respect to any issues that may arise during processing of this application.

2. You will comply with the provisions of Federal law which limit certain political activities of your employees whose principal employment is in connection with an activity financed in whole or in part with this grant. These restrictions are set forth in 5 U.S.C. § 1501, et seq.

3. You will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, if they apply to you.

4. You will establish safeguards, if you have not done so already, to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

5. You will give the Department of Justice or the Comptroller General access to and the right to examine records and documents related to the grant.

6. You will comply with all requirements imposed by the Department of Justice as a condition or administrative requirement of the grant; with the program guidelines; with the requirements of OMB Circulars A-87 (governing cost calculations) and A-128 or A-133 (governing audits); with the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; with 28 CFR Part 66 (Uniform Administrative Requirements); with the provisions of the current edition of the appropriate COPS grant owner's manual; and with all other applicable laws, orders, regulations or circulars.

7. You will, to the extent practicable and consistent with applicable law, seek, recruit and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions in your agency.

8. You will not, on the ground of race, color, religion, national origin, gender, disability or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with Federal funds. These civil rights requirements are found in the non-discrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789(d)); Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); Title II, Subtitle Aof the Americans with Disabilities Act (ADA) (42 U.S.C. § 12101, et seq.); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and Department of Justice Non-Discrimination Regulations contained in Title 28, Parts 35 and 42 (subparts C, D, E and G) of the Code of Federal Regulations.

A. In the event that any court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability or age against you after a due process hearing, you agree to forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531.

B. If you are applying for a grant of $500,000 or more and Department regulations (28 CFR 42.301 et seq.) require you to submit an Equal Opportunity Employment Plan, you will do so at the time of this application, if you have not done so in the past. If you are applying for a grant of less than $500,000 and the regulations require you to maintain a Plan on file in your office, you will do so within 120 days of your grant award.

9. You will insure that the facilities under your ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that you will notify us if you are advised by the EPAindicating that a facility to be used in this grant is under consideration for listing by EPA.

10. If your state has established a review and comment procedure under Executive Order 12372 and has selected this program for review, you have made this application available for review by the state Single Point of Contact.

11. You will devise a plan to retain the increased hiring level with state and local funds after the conclusion of your grant.

I hereby certify compliance with the above assurances that govern the application and use of Federal funds.

Signature: Fred Hamm Date: 5/26/00

U.S. Department of Justice
Office of Community Oriented Policing Services

Certifications

Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements Coordination with Affected Agencies; Non-Supplanting; and Retention.

Although the Department of Justice has made every effort to simplify the application process, other provisions of Federal law require us to seek your certification regarding certain matters. Applicants should read the regulations cited below and the instructions for certification included in the regulations to understand the requirements and whether they apply to a particular applicant. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)," and the coordination and non-supplanting requirements of the Public Safety Partnership and Community Policing Act of 1994. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

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

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 —

A. The applicant certifies that it and its principals:

(i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

(iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph (A)(ii) of this certification; and

(iv) Have not within a three-year period preceding this application had one or more public transactions (Federal, state or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 —

A. The applicant certifies that it will, or will continue to, provide a drug-free workplace by:

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

(ii) Establishing an on-going drug-free awareness program to inform employees about —

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace;

(iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);

(iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will —

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

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

(v) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: COPS Office, 1100 Vermont Ave., NW, Washington, DC 20530. Notice shall include the identification number(s) of each affected grant;

(vi) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted —

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

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

(vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v) and (vi).

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

Place of performance (street address, city, county, state, zip code)

_____

_____

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

Section 67.630 of the regulations provides that a grantee that is a state may elect to make one certification in each Federal fiscal year, a copy of which should be included with each application for Department of Justice funding. States and state agencies may elect to use OJPForm 4061/7.

Check ☐ if the state has elected to complete OJPForm 4061/7.

4. Coordination

The Public Safety Partnership and Community Policing Act of 1994 requires applicants to certify that there has been appropriate coordination with all agencies that may be affected by the applicant's grant proposal if approved. Affected agencies may include, among others, the Office of the United States Attorney, state or local prosecutors, or correctional agencies. The applicant certifies that there has been appropriate coordination with all affected agencies.

5. Non-Supplanting

The applicant hereby certifies that Federal funds will not be used to replace or supplant state or local funds, or funds supplied by the Bureau of Indian Affairs, that would, in the absence of Federal aid, be made available to or for law enforcement purposes.

6. Retention

The applicant hereby certifies that it understands that it must abide by its submitted plan to retain the additional officer positions at the conclusion of the grant period.

Grantee Name and Address: City of Fayetteville, AR 113 W. Mountain Street Fayetteville AR 72701

Application No. and/or Project Name: COPS Universal Hiring Program Grantee IRS/ Vendor Number: 716018462

Typed Name and Title of Law Enforcement Representative: Richard L. Watson, Chief of Police

Signature: Richard L. Watson Date: 5-30-00

As the duly authorized representative of the governing body, I hereby certify that the I am binding the governing body to the above certifications, including the plan to retain. Elections of new officials will not relieve the governing body of its obligations under this grant.

Typed Name and Title of Government Representative: Fred Hanna, Mayor

Signature: Fred Hanna Date: 5/26/00

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

POLICE DEPARTMENT

Retention Plan

The City of Fayetteville plans to retain the officer positions funded by the Universal Hiring Program grant after the federal funding expires in three years. We, as a community have made a commitment to community policing and will keep these positions after the grant period ends. At the end of the grant period, funding for the six officer positions will be obtained from general fund revenues through growth in our local option sales tax. These revenues have increased in the past allowing the police department to increase personnel at a rate of not less than three officers per year since 1991.

Fred Hanna — 5/24/00
Fred Hanna, Mayor — Date

Richard L. Watson — 5-30-00
Richard L. Watson, Chief of Police — Date

FAYETTEVILLE POLICE DEPARTMENT
P.O. BOX 1988
FAYETTEVILLE, ARKANSAS 72702-1988

(DELIVERIES) POLICE: 100-A WEST ROCK STREET 72701
JAIL: 140-A WEST ROCK STREET 72701
PHONE: 501-587-3555 FAX: 501-587-3522

U.S. Department of Justice
Office of Community Oriented Policing Services
Universal Hiring Program Budget Information

Applicant Name: City of Fayetteville, AR | ORI Code (Assigned by FBI): AR072100 | State: AR072100

This worksheet will assist you in properly organizing and estimating your costs and providing the necessary details for financial review. Complete Part 1 if you are requesting funds for full-time officers, Part 2 if you are requesting part-time officers, and both parts if you are requesting full- and part-time officers. Everyone must complete a Budget Summary. If you plan to hire more than one part-time officer and they will be working a different number of hours, use average salary and benefit figures.

The budget information you provide will be used to calculate your grant amount. Assistance in completing this information is available from the U.S. Department of Justice Response Center at 1-800-421-6770, or by writing the COPS Office, 1100 Vermont Avenue, NW, Washington, DC 20530.
Pending OMB Approval

Part 1: Complete if you are requesting full-time Officers

1. Cost Per full-time Officer – Year 1			**Instructions-Please indicate the Law Enforcement Agency's cost for each of the following categories. Please do not include employee contribution costs.**
Current Annual Entry – Level Base Salary	$ 25,294.00	% of base salary	**Enter the base annual salary that your department currently pays a new, entry-level officer.**
Annual Fringe Benefits:			
*Social Security	$ 0.00	%	Cost for Social Security may not exceed 6.2%
*Medicare	$ 367.00	% 1.45	Cost for Medicare may not exceed 1.45 %
Health Insurance	$ 3,756.00	%	Costs toward health insurance coverage, please indicate if this is for Family Coverage (X) Yes ( ) No
Life Insurance	$ 173.00	%	Costs toward life insurance coverage.
Vacation	$ 0.00	%	Vacation costs, if not included in base salary.
Sick Leave	$ 0.00	%	Sick leave costs, if not included in base salary.
Retirement	$ 2,964.00	% 11.72	Contribution to retirement benefits.
*Worker's Comp.	$ 691.00	%	Costs of worker's compensation.
*Unemployment Ins.	$	%	Costs of unemployment insurance.
Other Long term dis	$ 116.00	%	**Costs of equipment, training, uniforms, vehicles and overtime are not permitted.**
Other Accidental death & dismemberment	$ 45.00	%	
Total Fringe Benefits	$ 8,112.00		**Sum of department fringe benefit costs for Year 1.**
Total Year 1 Salary and Benefits	$ 33,406.00		**Year 1 base salary plus Year 1 fringe benefits**

Police Grant
A. 3. Page 17

Department Name: ORI Code (Assigned by FBI):

2. Cost Per full-time Officer – Year 2			Instructions:
Current Annual Entry-Level Base Salary	$26,554.00	% of base salary	**Enter the base annual salary that your department currently pays a new, entry-level officer.**
Annual Fringe Benefits:			
*Social Security	$ 0.00	%	Cost for Social Security may not exceed 6.2%
*Medicare	$ 385.00	% 1.45	Cost for Medicare may not exceed 1.45 %
Health Insurance	$ 3,756.00	%	Costs toward health insurance coverage, please indicate if this is for Family Coverage (X) Yes ( ) No
Life Insurance	$ 182.00	%	Costs toward life insurance coverage.
Vacation	$ 0.00	%	Vacation costs, if not included in base salary.
Sick Leave	$ 0.00	%	Sick leave costs, if not included in base salary.
Retirement	$ 3,112.00	% 11.72	Contribution to retirement benefits.
*Worker's Comp.	$ 725.00	%	Costs of worker's compensation.
*Unemployment Ins.	$ 0.00	%	Costs of unemployment insurance.
Other Long term dis.	$ 122.00	%	**Costs of equipment, training, uniforms, vehicles and overtime are not permitted.**
Other Accidental death & dismemberment	$ 45.00	%	
Total Fringe Benefits	$ 8,327.00		**Sum of department fringe benefit costs for Year2.**
Total Year 2 Salary and Benefits	$34,881.00		**Year 2 base salary plus Year 2 fringe benefits**

3. Cost Per full-time Officer – Year 3			Instructions:
Current Annual Entry-Level Base Salary	$27,813.00	% of base	**Enter the base annual salary that your salary department currently pays a new, entry-level officer.**
Annual Fringe Benefits:			
*Social Security	$ 0.00	%	Cost for Social Security may not exceed 6.2%
*Medicare	$ 403.00	% 1.45	Cost for Medicare may not exceed 1.45 %
Health Insurance	$ 3,756.00	%	Costs toward health insurance coverage, please indicate if this is for Family Coverage (X) Yes ( ) No
Life Insurance	$ 190.00	%	Costs toward life insurance coverage.
Vacation	$ 0.00	%	Vacation costs, if not included in base salary.
Sick Leave	$ 0.00	%	Sick leave costs, if not included in base salary.
Retirement	$ 3,260.00	% 11.72	Contribution to retirement benefits.
*Worker's Comp.	$ 759.00	%	Costs of worker's compensation.
*Unemployment Ins.	$ 0.00	%	Costs of unemployment insurance.
Other Long term dis.	$ 128.00	%	**Costs of equipment, training, uniforms, vehicles and overtime are not permitted.**
Other Accidental death & dismemberment	$ 45.00	%	
Total Fringe Benefits	$ 8,541.00		**Sum of department fringe benefit costs for Year 3.**
Total Year 3 Salary and Benefits	$36,354.00		**Year 3 base salary plus Year 3 fringe benefits**

Department Name: ORI Code (Assigned by FBI):

Part 2: Complete If You Are Requesting part-time Officers
Note: There is a funding cap for part-time officers in proportion to the number of hours worked (e.g., 20 hours/40 hour week = .5 full-time equivalent officer). For a detailed explanation on how to compute the part-time cap, please see page ___ of the Application Instruction Manual.

1. Part-Time Hours: What is the average number of hours per week that your part-time COPS officer will work? _____
How many hours per week is considered full-time employment? _____
What is the hourly rate for the part-time COPS officer? _____
Multiply the hourly rate by the average number of hours per year and enter this amount below.

2. Cost Per Part-Time Officer – Year 1

Instructions-Please indicate the Law Enforcement Agency's cost for each of the following categories. Please do not include employee contribution costs.

Current Annual Entry-Level Base Salary	$ _____	% of base salary	**Enter the base annual salary that your department currently pays a new, entry-level officer.**
Annual Fringe Benefits:			
*Social Security	$ _____	% _____	Cost for Social Security may not exceed 6.2%
*Medicare	$ _____	% _____	Cost for Medicare may not exceed 1.45 %
Health Insurance	$ _____	% _____	Costs toward health insurance coverage, please indicate if this is for Family Coverage ( ) Yes ( ) No
Life Insurance	$ _____	% _____	Costs toward life insurance coverage.
Vacation	$ _____	% _____	Vacation costs, if not included in base salary.
Sick Leave	$ _____	% _____	Sick leave costs, if not included in base salary.
Retirement	$ _____	% _____	Contribution to retirement benefits.
*Worker's Comp.	$ _____	% _____	Costs of worker's compensation.
*Unemployment Ins.	$ _____	% _____	Costs of unemployment insurance.
Other_____	$ _____	% _____	**Costs of equipment, training, uniforms, vehicles and overtime are not permitted.**
Other_____	$ _____	% _____	
Total Fringe Benefits	$ _____		**Sum of department fringe benefit costs for Year 1.**
Total Year 1 Salary and Benefits	$ _____		**Year 1 base salary plus Year 1 fringe benefits**

Department Name: ORI Code (Assigned by FBI):

3. Cost Per Part-Time Officer – Year 2			Instructions
Current Annual Entry-Level Base Salary	$ _____	% of base salary	**Enter the base annual salary that your department currently pays a new, entry-level officer.**
Annual Fringe Benefits:			
*Social Security	$ _____	% _____	Cost for Social Security may not exceed 6.2%
*Medicare	$ _____	% _____	Cost for Medicare may not exceed 1.45 %
Health Insurance	$ _____	% _____	Costs toward health insurance coverage, please indicate if this is for Family Coverage ( ) Yes ( ) No
Life Insurance	$ _____	% _____	Costs toward life insurance coverage.
Vacation	$ _____	% _____	Vacation costs, if not included in base salary.
Sick Leave	$ _____	% _____	Sick leave costs, if not included in base salary.
Retirement	$ _____	% _____	Contribution to retirement benefits.
*Worker's Comp.	$ _____	% _____	Costs of worker's compensation.
*Unemployment Ins.	$ _____	% _____	Costs of unemployment insurance.
Other_____	$ _____	% _____	**Costs of equipment, training, uniforms, vehicles and overtime are not permitted.**
Other_____	$ _____	% _____	
Total Fringe Benefits	$ _____		**Sum of department fringe benefit costs for Year 2.**
Total Year 2 Salary and Benefits	$ _____		**Year 2 base salary plus Year 2 fringe benefits**

4. Cost Per Part-Time Officer – Year 3			Instructions
Current Annual Entry-Level Base Salary	$ _____	% of base salary	**Enter the base annual salary that your department currently pays a new, entry-level officer.**
Annual Fringe Benefits:			
*Social Security	$ _____	% _____	Cost for Social Security may not exceed 6.2%
*Medicare	$ _____	% _____	Cost for Medicare may not exceed 1.45 %
Health Insurance	$ _____	% _____	Costs toward health insurance coverage, please indicate if this is for Family Coverage ( ) Yes ( ) No
Life Insurance	$ _____	% _____	Costs toward life insurance coverage.
Vacation	$ _____	% _____	Vacation costs, if not included in base salary.
Sick Leave	$ _____	% _____	Sick leave costs, if not included in base salary.
Retirement	$ _____	% _____	Contribution to retirement benefits.
*Worker's Comp.	$ _____	% _____	Costs of worker's compensation.
*Unemployment Ins.	$ _____	% _____	Costs of unemployment insurance.
Other_____	$ _____	% _____	**Costs of equipment, training, uniforms, vehicles and overtime are not permitted.**
Other_____	$ _____	% _____	
Total Fringe Benefits	$ _____		**Sum of department fringe benefit costs for Year 3.**
Total Year 3 Salary and Benefits	$ _____		**Year 3 base salary plus Year 3 fringe benefits**

Department Name: ORI Code (Assigned by FBI):

Part 3: Universal Hiring Program – Budget Summary

After completing Part 1 and/or Part 2 of this form, answer the following questions. If necessary, attach an explanation of how you computed salaries and benefits for the work-sheet. Be sure to answer EVERY question. Missing or erroneous information can greatly slow the grant-making process.

1. If your department's second- and third-year costs for salaries and/or benefits are greater than the first year, check the reason(s) why in the space below:

☐ Cost of living adjustment (COLA) ☒ Step raises ☐ Changes in benefit costs ☐ Other (attach an explanation)

2. Please enter the name of your Federal Cognizant Agency in the space provided:

Department of Transportation

(State and municipal agencies that receive Federal grants are required to have audits of those grants forwarded to a single Federal agency (Justice, HUD, HHS, Transportation, etc.). The single Federal agency where such audits are sent is known as your "Cognizant Federal Agency." For assistance in determining which Federal agency receives your audits, call 1-800-421-6770.)

3. Starting date of your fiscal year: 01/01/2000 (Month/Day/Year) Ending date: 12/31/2000 (Month/Day/Year)

4. IF NO FUNDS WERE BUDGETED FOR WORKER'S COMPENSATION, FICA, SOCIAL SECURITY, MEDICARE OR UNEMPLOYMENT YOU MUST PROVIDE AN EXPLANATION IN THE SPACE PROVIDED: (For example if agency is exempt from FICA because it is covered by a local/state retirement program then the agency should explain that). Social Security has been replaced with a state retirement plan. The City covers all Unemployment Insurance coverage through the Personnel Division budget.

5. Under COPS grants, the Federal share of total salaries and benefits must decrease each year leading to full local funding by the fourth year of the officer's employment. At the same time, your local share must increase each year. The percentage of total officers' salaries and benefits paid with Federal funds must be less in Year 2 than in Year 1 and less in Year 3 than in Year 2. Looking at it from the local funding perspective, the percentage of total officers' salaries and benefits paid with local funds must be more in Year 2 than in Year 1 and more in Year 3 than in Year 2. Fill out the following 3-year projection, showing how the Federal share and your share will change year by year for one officer. If applying for a waiver, you must still complete the Federal and local amount sections as if you were not receiving a waiver.

Federal Share Requirement for **One Full-time** Officer's Salary and Benefits

	YEAR 1	YEAR 2	YEAR 3	TOTAL - 3 YEARS
Federal Amount	$ 25,000.00	$ 25,000.00	$25,000.00	$75,000
(Percentage must decrease each year)	% 74.9	% 71.7	% 68.8	
May not exceed 75% of total costs or $75,000, whichever is smaller				
Local Amount	$ 8,406.00	$ 9,881.00	$11,354.00	$29,641.00
(Percentage must increase each year)	% 25.1	% 28.3	% 31.2	
Total (Federal Amount plus Local Amount)	$ 33,406.00	$ 34,881.00	$36,354.00	$104,641.00
	Year 1 total	Year 2 total	Year 3 total	Total 3-year costs

Federal Share Requirement for **One Part-time** Officer's Salary and Benefits

	YEAR 1	YEAR 2	YEAR 3	TOTAL - 3 YEARS
Federal Amount (Percentage must decrease each year)	$ %	$ %	$ %	$
Local Amount (Percentage must increase each year)	$ %	$ %	$ %	$
Total (Federal Amount plus Local Amount)	$ Year 1 total	$ Year 2 total	$ Year 3 total	$ Total 3-year costs

Contact Information for Budget Questions

The undersigned attests to the accuracy of the Budget Information submitted on the preceding pages.

Name (typed) of Authorized Official: Steve Davis Title: Budget Coordinator

Phone: (501) 587-3296 Fax: (501) 587-3257

Signature: [signature] Date: May 26, 2000

Community Policing Information Worksheet

This worksheet will provide the COPS Office with information about the public safety concerns of your community and your department's community policing goals and activities. For assistance in completing this worksheet, contact the U.S. Department of Justice Response Center at 1-800-421-6770.

Your Community Policing Information Worksheet is complete by signing and dating below. Both the law enforcement executive and the government executive must sign.

Applicant Organization's Legal Name: City of Fayetteville Police Department

ORI #: AR0720100

We, the undersigned, attest to the accuracy of the Community Policing Information Worksheet submitted below.

Law Enforcement Executive: Title: Chief of Police

Name (typed): Richard L. Watson

Department: Fayetteville Police Department

Date: May 30, 2000

Signature: Richard L. Watson

Government Executive: Title: Mayor

Name (typed): Fred Hanna

Government Entity: City of Fayetteville

Date: May 30, 2000

Signature: Fred Hanna

Person Completing Form: Title: Financial Analyst

Name (typed): Judy Cohea

Date: May 30, 2000

Signature: Judy Cohea

PART 1

1. From the list that follows, please rank in descending order the following public safety concerns of your community. For example, if "weapons" are the greatest concern in your community, place the letter "f" in rank number 1. If "wildlife crimes" are the lowest concern in your community, place an "n" in rank number 16.

Rank:	Major Public Safety Issues:
1. a.	a. Violent crimes against persons
2. h.	b. Property crimes
3. b.	c. Motor vehicle thefts
4. f.	d. Vandalism
5. i.	e. Gangs
6. o.	f. Weapons
7. j.	g. Prostitution
8. d.	h. Drug crimes
9. g.	i. Domestic violence
10. c.	j. Alcohol-related crime, including DWI
11. e.	k. Disorderly conduct
12. k.	l. Traffic violations
13. l.	m. Agricultural crimes
14. n.	n. Wildlife crimes
15. m.	o. Hate crimes
16. p.	p. Other (specify): _____

Community policing is a policing philosophy that promotes and supports organizational strategies to address the causes and reduce the fear of crime and social disorder through problem-solving tactics and community-police partnerships.

Your answers to the questions below will provide the COPS Office with basic information about your community policing efforts, and how you will use your COPS grant funds to further the implementation of community policing.

You are not expected to engage in all of the activities listed. They are examples of the community policing efforts of other law enforcement agencies. If you have a written document that serves as your community policing plan, please attach it to this form.

Overall Approach

2. Please indicate which of the following are part of your overall approach to community policing, and which you plan to implement under your COPS grant:

a)Crime Prevention Efforts

Have Implemented	*Plan to Implement*	
■	❑	a. Youth programs (e.g., in-school, after school, weekend police/youth programs)
■	❑	b. Anti-drug programs
■	❑	c. Regular meetings with community groups to discuss crime
■	❑	d. Anti-violence programs
■	❑	e. Other (specify): Residential/commerical security surveilance

b) Problem-Solving Activities

Have Implemented	*Plan to Implement*	
■	❑	a. Identifying crime problems with members of the community and other government agencies (e.g., prosecutor and courts, social services, probation office)
■	❑	b. Identifying crime problems by looking at crime trends (e.g., keeping records of crimes and the types of requests for help)
■	❑	c. Identifying top problems by analyzing repeat calls for service
■	❑	d. Preventing crime by focusing on conditions that lead to crime (e.g., abandoned buildings and cars, referrals to other civil agencies)
■	❑	e. Building on information systems to enhance crime analysis capabilities
■	❑	f. Other (specify) Gang Intelligence file

c) Community Partnerships

Have Implemented	*Plan to Implement*	
■	☐	a. Regularly surveying community members to assist in identifying and prioritizing crime problems
■	☐	b. Locating office or stations within neighborhoods
■	☐	c. Providing community policing training to citizens
■	☐	d. Meeting with community members to learn more about the nature of specific problems
■	☐	e. Involving community members in selecting responses to problems and determining measures of success
☐	☐	f. Other (specify): _____

d) Infrastructure and Management Changes

Have Implemented	*Plan to Implement*	
☐	■	a. Have written strategic plan for community policing
■	☐	b. Department currently designates special unit (or a special officer) for community policing activities
■	☐	c. Department promotes an agencywide approach to community policing

If your department has implemented or plans to implement an agencywide approach to community policing, please indicate the approximate percentage of time that patrol officers in your department dedicate (or will dedicate) to community policing:

- ☐ Less than 10 percent
- ■ 10-20 percent
- ☐ More than 20 percent

■	☐	d. Personnel are given responsibility for geographical areas

Have Implemented	*Plan to Implement*	
■	☐	e. Call management systems are in place to free officer time for community policing (e.g., telephone reporting, alternative responses)
☐	■	f. Personnel evaluations reward participation in collaborative problem-solving efforts
☐	■	g. Decision-making authority has been decentralized
☐	■	h. Management positions have been eliminated
■	☐	i. Community policing concepts have been integrated into agency's mission statement
■	☐	j. Community policing concepts have been integrated into departmental policies and procedures
☐	■	k. Detectives have been integrated into community policing efforts
■	☐	l. Department staff routinely collaborate with other municipal agencies to address problems

Communities

3. Please indicate which of the following groups you have consulted to address crime and disorder problems in your community:

Consulted	*Plan to Consult*	
■	☐	a. Other government agencies (e.g. probation office, sanitation)
■	☐	b. Civic groups
■	☐	c. Neighborhood associations
■	☐	d. Tenants' associations
☐	■	e. Organizations of your employees, including collective bargaining groups
■	☐	f. Business groups

Consulted	*Plan to Consult*	
■	☐	g. Religious groups
■	☐	h. Schools
■	☐	i. Other (specify): Fayetteville Chamber of Commerce

Citizens

4. Please indicate which of the following partnership activities are currently performed by citizens in your jurisdiction or are planned under your COPS grant:

Currently Perform	*Planned Under Grant*	
■	☐	a. Neighborhood Watch
■	☐	b. Citizen volunteer programs
☐	■	c. Citizen advisory groups to your law enforcement agency
☐	■	d. Citizen patrols within your community
■	☐	e. Participate in anti-drug or anti-violence programs
☐	☐	f. Other activities (specify): _____

Officers

5. Please indicate which of the following activities are currently performed by patrol officers or are planned under your COPS grant:

a) Crime Prevention Activities

Currently Perform	*Planned Under Grant*	
■	☐	a. Foot patrol, bike patrol or mounted patrol
■	☐	b. Making door-to-door contact with citizens and businesses

Currently Perform	*Planned Under Grant*	
■	☐	c. Meeting with community leaders and groups to learn more about crime problems and jointly develop crime prevention plans
■	☐	d. Using business cards, cellular phones or beepers to maintain contact with, and be contacted by, citizens regarding public safety concerns
■	☐	e. Working in schools or other public agencies to teach crime prevention
■	☐	f. Other (specify): County-wide toll free Crimestoppers telephone line

b) Problem-Solving Activities

Currently Perform	*Planned Under Grant*	
■	☐	a. Working with citizens to identify and address community crime problems
■	☐	b. Using computer systems to collect and analyze information, particularly repeat calls for service
■	☐	c. Coordinating specific problem-solving projects to address problems on their beats
■	☐	d. Working with other public agencies to solve disorder problems (e.g. trash collection, public works agencies to solve lighting problems)
■	☐	e. Mapping crime problems
☐	☐	f. Other (specify): _____

c) Training

1) Departmentwide community policing training

☐ Have implemented
■ Plan to implement
☐ Do not plan to implement

2) Where do recruits/officers receive basic training? *(Check all that apply.)*

- [x] State academy
- [ ] Regional academy
- [ ] Local academy
- [ ] Community college
- [ ] Private contract/outside consultant
- [ ] No recruit training
- [x] Other (specify): 16 week in-house Feild Officer Training program

3) How many hours of recruit training dedicated solely to community policing concepts do recruits receive?

32 hours

4) Have community policing concepts been integrated into general training received by agency personnel (e.g., training on law, departmental regulations, conducting investigations)?

[x] Yes [ ] Plan to implement [ ] Do not plan to implement

5) Where do in-service officers receive community policing training?

- [ ] State academy
- [ ] Regional academy
- [ ] Local academy
- [ ] Community college
- [x] Private contract/outside consultant
- [ ] No in-service training
- [ ] Other (specify): _____

6) How many hours of in-service training dedicated solely to community policing concepts do officers receive?

24 hours

7) We would like to know what kind of training your department routinely provides that is pertinent to community policing. Please indicate the community policing training that your department provided in the past fiscal year. Please indicate by checking the appropriate box. *The abbreviation "CP" stands for community policing.*

	Recruit Academy Only	In-Service Only	Both Recruit & In-Service	Civilian	No Training Provided	Other: _____
a. Concepts and general principles of CP	■	☐	☐	☐	☐	☐
b. Problem-solving methods (SARA, etc.)	☐	☐	■	☐	☐	☐
c. Causes and consequences of specific problems (e.g., drugs, spousal abuse)	☐	☐	■	☐	☐	☐
d. CP approaches to specific problems	☐	☐	☐	☐	■	☐
e. Organizing/working with public groups	☐	■	☐	☐	☐	☐
f. Cultural diversity	■	☐	☐	☐	☐	☐
g. Victim assistance	☐	☐	☐	■	☐	☐
h. Working with juveniles	☐	☐	☐	■	☐	☐
i. Using code/civil enforcement	☐	■	☐	☐	☐	☐
j. Alternative dispute resolution	☐	☐	☐	■	☐	☐
k. Supervising problem solvers	☐	■	☐	☐	☐	☐
l. Other (specify):_____	☐	☐	☐	☐	☐	☐
m. Other:_____	☐	☐	☐	☐	☐	☐
n. Other:_____	☐	☐	☐	☐	☐	☐

Retention

6. Indicate how you plan to retain the new officers following the end of Federal grant support.

Have you planned to assume a progressively larger share of an officer's salary and fringe benefits each year over the next three years, leading to full-time retention of the officer at the conclusion of the grant?

■ Yes ❐ No

Do you have assurance from your local government that these officers will be retained?

■ Yes ❐ No

If "yes," attach any written letters or other assurances to this application. If "no," explain how you intend to retain the officers.

Attach typewritten explanations or supplemental descriptions if necessary.

Complete Part 2 only if:

- You are applying for a COPS hiring grant *and* your jurisdiction's population is 50,000 or more; or
- You are applying for an innovative community policing grant with funding of $1 million or more; or
- You do not have an established law enforcement agency and wish to establish one; or
- You represent a special law enforcement agency, such as transit, housing, university, school or natural resource police.

PART 2

1. List any fiscal, budgetary or other limitations on your department's ability to address the public safety needs listed in Question 1, Part 1, of the Community Policing Information Worksheet, without Federal assistance:

Fiscal limitations: N/A

Budgetary limitations: Hiring and training personell to address the funding specialized patrol units to address Vice and property crimes.

Other limitations: _____

2. How does your community policing plan fit with other statewide and local crime prevention and control plans, including statewide Byrne Grant strategies?

Coordinated Fully	*Partially Coordinated*	
■	☐	a. Statewide Byrne Grant strategy
☐	■	b. Other statewide strategies
■	☐	c. Local crime prevention plans
■	☐	d. Local crime control plans

3. Briefly list other governmental or community initiatives that complement or will be coordinated with your plans under this grant:

Neighborhood Watch Program
City Parks and Recretation Department
Bicycle Patrol
Motorcycle Patrol

4. Indicate current and anticipated ongoing community support for your community policing efforts, such as financial support or in-kind contributions:

Current	*Anticipated*	
■	☐	a. Programmatic support from the community
■	☐	b. Financial support from the community
■	☐	c. Other community support: Downtown/Dickson Street Improvement District and NWA Mall Merchants Associati
■	☐	d. Sought or obtained private financial support

5. Indicate the impact that receiving the requested resources or increasing the number of officers will have on other criminal justice agencies in your jurisdiction:

No Impact	*Minimal Impact*	*Major Impact*	
☐	☐	■	a. Prosecutor's office
☐	☐	■	b. Public defender's office
☐	■	☐	c. Local/state correctional agencies
☐	☐	■	d. Other public criminal justice agencies
☐	■	☐	e. Other private criminal justice agencies

If you anticipate any major impact on any of these agencies, please briefly describe that impact below.

Please return to:

U.S. Department of Justice
Office of Community Oriented Policing Services (COPS)
1100 Vermont Avenue, NW
Washington, DC 20530

Universal Hiring Program Questionnaire

Name of Agency: City of Fayetteville ORI: AR0720100

Name & Title of Contact: Judy Cohea, Financial Analyst

Phone: (501) 587-3510 Fax: (501) 587-3522

Officers requested: Full 6 Part 0 Current authorized sworn force 98

Current Population 52,976 Current actual sworn force: 91

Officer Request, Retention, Local Match, and Training Questions

Officer Request:

The number of officers requested through UHP appears relatively high in comparison to: (a) ratio of officers to general population; or (b) ratio of additional officers to sworn authorized force. How do you explain the rationale for needing this number of additional officers?

(a) The population of 52,976 was taken late in 1997. This reflected a 25.84% increase over the 1990 census. The Northwest Arkansas Regional Planning Commission has projected Fayetteville's current population as 56,429 or a 6.5% increase from 1997. Northwest Arkansas is one of the fastest growing areas in the United States and the rate of growth is not projected to slow down. We also have a University population of approximately 15,000 students and those students who spend 9 months or more per year in our town are sometimes not included in the census count.

(b) Our in-house studies of manpower allocation needs have consistently shown our force to be severely understaffed. In reality, we need over 20 additional officers to be at recommended strength. We didn't request such a large number in the grant application because we knew other agencies need to share in the limited grant resources.

Retention:

What steps will your agency take to absorb the additional officers requested through UHP into your local budget at the expiration of the three year grant period?

The City of Fayetteville plans to retain these six officers by using funding from the increase in sales tax revenues in the General Fund. The sales tax has averaged a 6.7% increase over the past four years or $740,000. The City also has the ability to levy up to a

5 mill property tax for general operations. Each mill would produce $ 550,000 per year. A vote of the City Council would be needed to levy a millage increase.

Local Match:

Does your agency have the resources available to pay the local match requirements of the grant as well as pay for training, uniform, vehicle, and all other costs attributed to an entry level officer? If so, what are the resources?

Yes. Upon acceptance of this grant an adjustment from fund balance will be requested to cover the above costs.

Training:

If your agency receives additional officers through UHP how long would it take to have these officers enrolled in your training academy?

The training academy holds four sessions per year at the state academy and two sessions per year at the satellite academy. We consistently coordinate our hiring so a recruit attends the academy within 2 - 4 weeks of their hire date.

STAFF REVIEW FORM

_X_ **Agenda Request**
____ **Contract Review**
____ **Grant Review**

For the Fayetteville City Council meeting of March 6, 2001.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ 01-1.00 submitted by Ben Israel of Dixie Development for property located at 2091 E. Joyce Boulevard. The property is zoned A-1, Agricultural and contains approximately 4.81 acres. The request is to rezone to R-0, Residential Office.

COST TO CITY:

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

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	2/16/01 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and Planning Commission unanimously voted 6-0-0 to recommend and forward the rezoning to the City Council.

Division Head	2-16-01 Date	**Cross Reference**
Department Director	2-22-01 Date	New Item: **Yes** **No**
Administrative Services Director	Date	Prev Ord/Res#:
Mayor	Date	Orig Contract Date:

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ01-1.00 FOR A PARCEL CONTAINING APPROXIMATELY 4.81 ACRES LOCATED AT 2091 EAST JOYCE BOULEVARD AS REQUESTED BY BEN ISRAEL OF DIXIE DEVELOPMENT.

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

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

From A-1, Agricultural to R-0, Residential Office described as 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 _____, 2001.

APPROVED:

By_____
Dan Coody, Mayor

ATTEST:

By_____
Heather Woodruff, City Clerk

EXHIBIT "A"
RZ 01-1.00

A PART OF THE NORTHEAST QUARTER (NE¼) OF THE NORTHWEST QUARTER (NW¼) AND PART OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHWEST QUARTER (NW¼) OF SECTION TWENTY-FIVE (25) IN TOWNSHIP SEVENTEEN (17) NORTH OF RANGE THIRTY (30) WEST, DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF THE FIRST MENTIONED FORTY ACRE TRACT, AND RUNNING THENCE NORTH TEN (10) LINKS TO THE CENTER LINE OF AN EAST-WEST PUBLIC ROAD; THENCE WEST ALONG THE CENTER LINE OF SAID ROAD FOUR AND FORTY-EIGHT HUNDREDTHS (4.48) CHAINS; THENCE SOUTH ELEVEN AND ONE HUNDRED SEVENTEEN THOUSANDS (11.117) CHAINS; THENCE EAST FOUR AND FORTY-EIGHT HUNDREDTHS (4.48) CHAINS TO THE EAST LINE OF THE LAST MENTIONED FORTY ACRE TRACT; THENCE NORTH ON SAID LINE ELEVEN AND SEVENTEEN THOUSANDTHS (11.017) CHAINS TO THE PLACE OF BEGINNING, CONTAINING FIVE (5) ACRES, MORE OR LESS.

LESS AND EXCEPT:

PART OF THE NE ¼, NW ¼, AND PART OF THE SE ¼, NW ¼, ALL IN SECTION 25, T-17-N, R-30-W, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NE CORNER OF THE SAID SE ¼, NW ¼, SECTION 25; RUN S00°50'52" EAST 21.06 FEET, THENCE S88°57'05" WEST 295.68 FEET; THENCE N00°51'01" WEST 29.78 FEET; THENCE N89°21'48" EAST 295.78 FEET; THENCE S00°50'52" EAST 6.60 FEET TO THE POINT OF BEGINNING, CONTAINING 0.19 ACRES, MORE OR LESS.

RZ 01-1.00: Rezoning (Dixie Development, pp 175) was submitted by Ben Israel of Dixie Development for property located at 2091 E. Joyce Blvd. The property is zoned A-1, Agricultural and contains approximately 4.81 acres. The request is to rezone to R-O, Residential Office.

Odom: The first that we have on tonight's agenda is a Rezoning request. It's RZ 01-1.00, submitted by Ben Israel of Dixie Development for property located at 2091 E. Joyce Blvd. The property is zoned A-1, Agricultural and contains approximately 4.81 acres. The request is to rezone to R-O, Residential Office. Staff's recommendation is for approval of the requested rezoning based on the findings included as a part of this report. Staff, any further comments?

Conklin: There is nothing further.

Odom: I ask the applicant to please come forward at this time.

Israel: My name is Nancy Israel. I am an owner of Dixie Development. We are interested in developing this property as a compliment to the adjoining six acres that we own on the east side of the 4.81 acre parcel that we are talking about tonight. We feel that this rezoning request will be consistent with the General Plan designation use for this property and that it will be complimentary to the neighboring properties that have already been rezoned R-0 or a complimentary zoning. We submit this request to you to rezone the property for us.

PUBLIC COMMENT:

Odom: Thank you Nancy. Now what we'll do is, we'll take any member of the audience that has a comment on this particular zoning request, would you like to come forward at this time?

COMMISSION DISCUSSION:

Odom: Seeing none, I'll close the floor to public discussion on this rezoning request and bring it back to the applicant for questions and comments from the Planning Commission. Commissioners do you have any questions, comments or motions?

Hoffman: I do have one question. The property adjacent to you on the east, have we gotten in drainage report on detention? I'm sorry, I should have asked this at agenda session and I don't want to come from out of the blue but we were going to have a report about the deletion of the detention pond on the north side of the property.

Conklin: The condition was, if this development to the east required detention, it would have to come back before the Commission. The engineers have not approached me about putting this back on the agenda so I'm assuming that they were able to make it work, to the best of my knowledge.

Hoffman: That's all I have. Thank you.

MOTION:

Ward: I'll go ahead and recommend approval of RZ 01-1.00 for rezoning for Dixie Development.

Hoffman: I'll second.

Odom: We have a motion and a second for approval of RZ 01-1.00, do we have any further comments?

Bunch: When do you expect to have the LSD come forward?

Israel: I'm sorry I don't know that as yet. This is sort of a new development for us and we have just started the preliminary stages of development, primarily being this rezoning request was the number one because if we could not get it rezoned, we did not want to purchase the property and develop it. I don't have a time frame for a large scale development.

Bunch: I will be supporting this rezoning. Just one thing, early on in the stages, we need to make sure, I think it's in our packet but to reemphasize the fact since this is adjacent to another development, we need to limit the number of curb cuts and try to maximize internal circulation because it's such a busy street. I believe the property adjacent to the east, immediately to the east, I believe we added, at your request, we added a curb cut. I just wanted to remind you this early in the stages before you start drawing the plans, that's one thing we will be looking at.

Israel: We are planning for the main access to be from Joyce Street but with cross access through the Commerce Park development as well.

Odom: Any further comments?

Conklin: I would like to remind the Commission and the applicant that it does take five

affirmative votes to pass a rezoning and there is six members on the Planning Commission this evening.

Odom: Nancy, it's our custom and policy to alert any applicant that's before us that we have several members absent, right now we have three that are not here. It does require five for a vote and we always offer to the applicant the opportunity to remove the item from the agenda for the next meeting if they so desire.

Israel: No, I would like to leave it on the agenda please.

Odom: Any further discussion? Will you call the roll?

ROLL CALL:

Upon roll call, RZ 01-1.00 is forwarded on a vote of 6-0-0.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn T. Warrick, Planner
THRU: Tim Conklin, City Planner
DATE: February 12, 2001

RZ 01-1.00: Rezoning (Dixie Development, pp 175) was submitted by Ben Israel of Dixie Development for property located at 2091 E. Joyce Blvd. The property is zoned A-1, Agricultural and contains approximately 4.81 acres. The request is to rezone to R-O, Residential Office.

RECOMMENDATION:
Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: **Required** **YES**
O Approved **O Denied**

Date: **February 12, 2001**

CITY COUNCIL ACTION: **Required** **YES**
O Approved **O Denied**

Date: March 6, 2001 (if forwarded)

Comments: _____

H:\USERS\COMMON\DAWNT\REPORTS\PC\2-12-01\dixie.wpd

BACKGROUND:

This property is currently owned by the Life Change Community Fellowship congregation which is located on site in a single family home which was converted to serve as a church. Butterfield Trail Village is immediately west of the subject property. The six acre tract to the east was rezoned from A-1 to R-O for this developer last spring for the purpose of developing professional offices. A large scale development plan has been approved by the Planning Commission for that site and permits have been issued to begin construction.

This area is designated on the City's adopted General Plan 2020 as Residential.

SURROUNDING LAND USE AND ZONING

North:	Professional offices, R-O / Vacant, R-2 (Currently being considered for R-O rezoning)
South:	Vacant, A-1
East:	Being developed (Professional Offices), R-O
West:	Butterfield Trail Village, R-2

INFRASTRUCTURE:

Streets: This property is located on and will be accessed from Joyce Blvd. which is designated a principal arterial on the City's Master Street Plan.

Water & Sewer: Accessible lines along Joyce Blvd.

LAND USE PLAN: General Plan 2020 designates this site Residential. Rezoning this property to R-O, Residential Office 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: **Residential Office zoning allows for single family and two family dwellings as well as for professional offices. This zoning will allow a mix of residential and office uses and is consistent with the land use plan.**

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

Finding: The proposed zoning would extend the previously approved node of office / commercial at the southwest corner of Joyce and Old Missouri.

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

Finding: The proposed zoning will bring additional traffic to the area, however Joyce Blvd., a principal arterial is designed to carry large volumes of traffic. The intersection of Joyce Blvd. and Old Missouri is signalized and Old Missouri is designated for improvements between Mud Creek and Joyce Blvd. At the time of development, cross-access between this site and the office development to the west should be considered.

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 not alter population density.

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

§161.12 DISTRICT R-O RESIDENTIAL OFFICE.

A . Purpose. The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

B. Uses.

1. Uses Permitted.

Unit 1	City-Wide Uses by Right
Unit 5	Government Facilities
Unit 8	Single-Family and Two-Family Dwellings
Unit 12	Offices, Studios and Related Services
Unit 25	Professional Offices

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 4	Cultural and Recreational Facilities
Unit 9	Multi-Family Dwelling - Medium Density
Unit 10	Multi-Family Dwelling - High Density
Unit 13	Eating Places

C. Bulk and Area Regulations.

(Per Dwelling Unit for Residential Structures)

Lot Minimum Width:	Mobile Home Park	100 ft.
	Lot Within a Mobile Home Park	50 ft.
	One Family	60 ft.
	Two Family	60 ft.
	Three or More	90 ft.
Lot Area Minimum:	Mobile Home Park	3 acres
	Lot Within a Mobile Home Park	4200 sq. ft.
	Row Houses: Development Individual Lot	 10,000 sq. ft. 2500 sq. ft
	Single Family	6000 sq. ft
	Two Family	6500 sq. ft
	Three or More	8000 sq. ft
	Fraternity or Sorority	1 acres
Land Area Per Dwelling Unit:	Mobile Home	3000 sq. ft.

	Row Houses &Apartments:	
	Two or More Bedrooms	1200 sq. ft.
	One Bedroom	1000 sq. ft.
	No Bedroom	1000 sq. ft
	Fraternity or Sorority	500 sq. ft., per resident

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

From Street ROW	30 ft.
From Street ROW if Parking is Allowed Between the ROW and the Building	50 ft.
From Side Property Line	10 ft.
From Side Property Line When Contiguous to a R-1, R-2 or R-3 District	15 ft.
From Back Property Line Without Easement or Alley	25 ft.
From Center Line of Public Alley	10 ft.

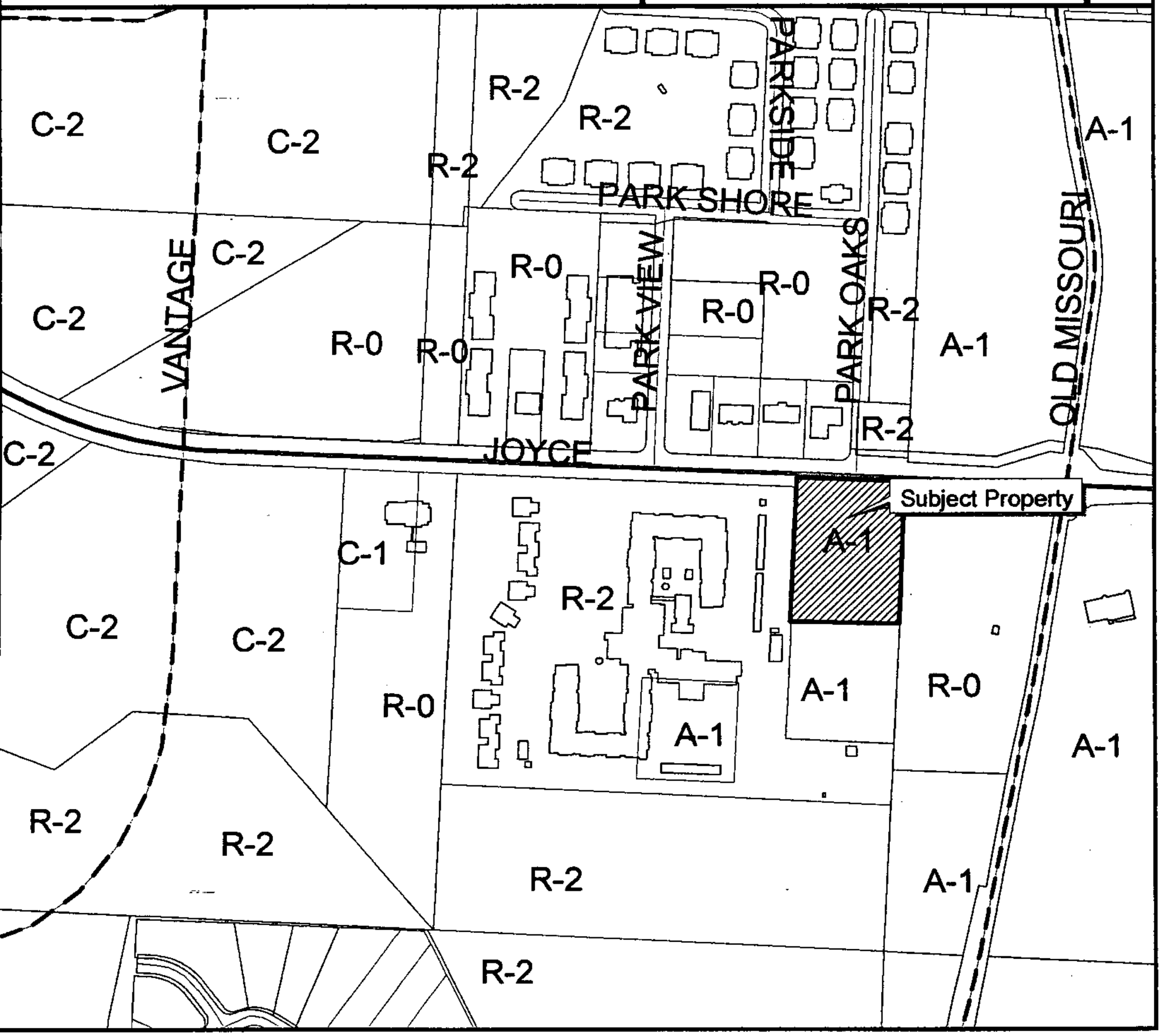
E. Building Area. On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot.

Lot Minimum Width:	Mobile Home Park	100 ft.

F. Height Regulations. There shall be no maximum height limits in R-O Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back from any boundary line of any R-1, R-2, or R-3 District an additional distance of one foot for each foot of height in excess of 20 feet.

(Code 1991, §160.041; Code 1965, App. A, Art. 5(x); Ord. No. 1747, 6-29-89; Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80)

RZ01-1 Dixie Development Close Up



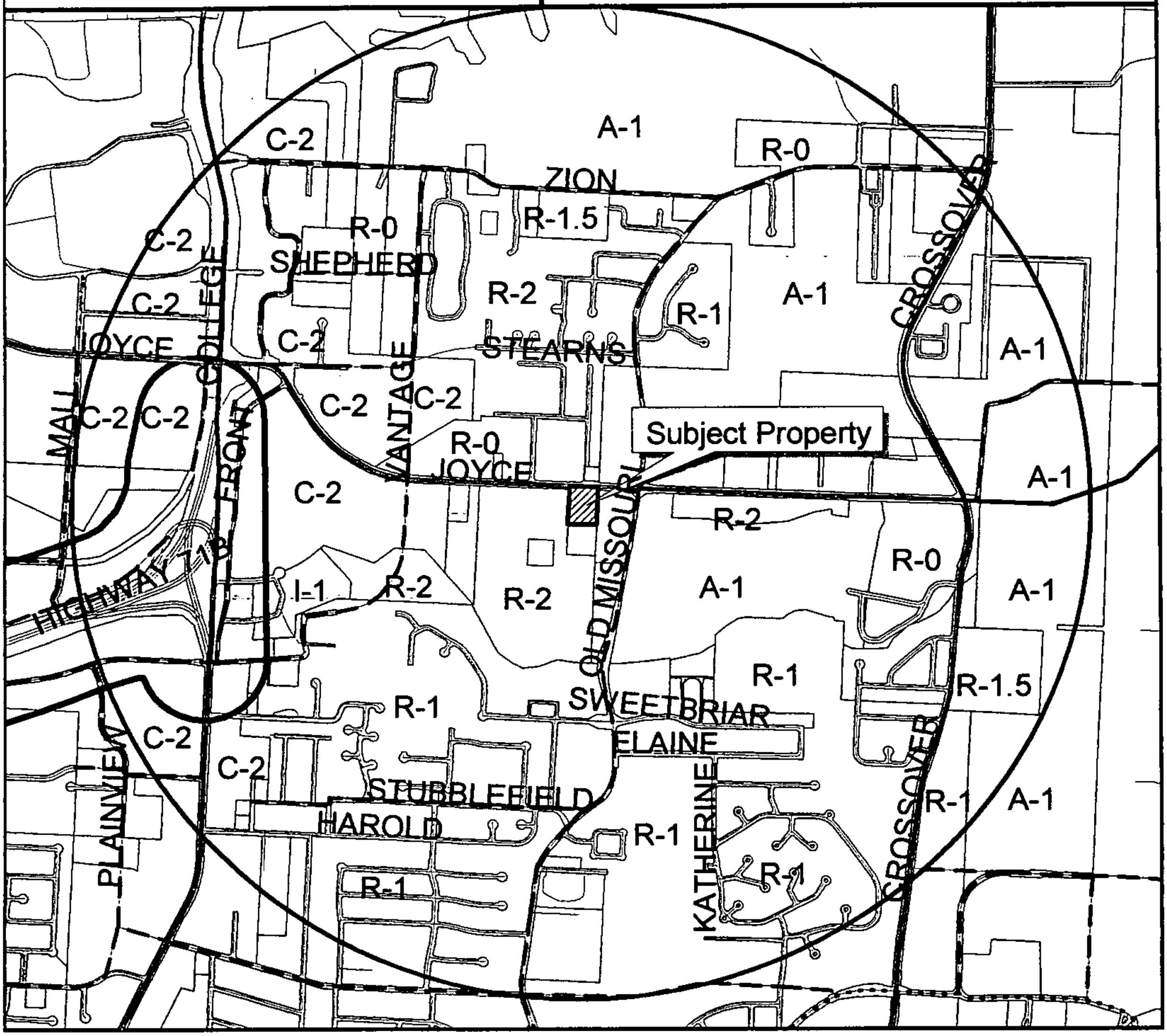
Parcel Polygons
Streets
Zoning Districts
Structures (1998)

Master Street Classifications
COLLECTOR
FREEWAY/EXPRESSWAY
MINOR ARTERIAL
PRINCIPAL ARTERIAL
HISTORIC COLLECTOR

300 0 300 600 Feet

N
W E
S

RZ01-1 Dixie Development One Mile Radius



Streets
Zoning Districts
Master Street Classifications
COLLECTOR
FREEWAY/EXPRESSWAY
MINOR ARTERIAL
PRINCIPAL ARTERIAL
HISTORIC COLLECTOR
Design Overlay District

0.2 0 0.2 0.4 Miles

N
W E
S

STAFF REVIEW FORM

_X_ Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of March 6, 2001.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ 01-2.00 submitted by Dave Jorgensen of Jorgensen & Associates on behalf of J.E. Lindsey Family Limited Partnership for property located south of Chamberland Square and east of Betty Jo Drive to Shiloh Drive. The property is zoned C-2, Thoroughfare Commercial and contains approximately 18.25 acres. The request is to rezone to R-2, Medium Density Residential.

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

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

STAFF RECOMMENDATION: Staff recommended approval and Planning Commission unanimously voted 7-0-0 to recommend and forward the rezoning to the City Council.

Division Head	2-16-01 Date	**Cross Reference**
Department Director	Date	New Item: **Yes** **No**
Administrative Services Director	Date	Prev Ord/Res#:_____
Mayor	Date	Orig Contract Date: _____

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ01-2.00 FOR A PARCEL CONTAINING APPROXIMATELY 18.25 ACRES LOCATED SOUTH OF CHAMBERLAND SQUARE AND EAST OF BETTY JO DRIVE TO SHILOH DRIVE AS REQUESTED BY DAVE JORGENSEN OF JORGENSEN & ASSOCIATES ON BEHALF OF J.E. LINDSEY FAMILY LIMITED PARTNERSHIP.

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

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

From C-2, Thoroughfare Commercial to R-2, Medium Density Residential described as 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 _____, 2001.

APPROVED:

By_____
Dan Coody, Mayor

ATTEST:

By_____
Heather Woodruff, City Clerk

EXHIBIT "A"
RZ 01-2.00

PART OF THE NE¼ OF THE NW¼ OF SECTION 18, T16N, R30W AND PART OF THE SE¼ OF THE SW¼ OF SECTION 7, T16N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SE¼ OF THE SW¼ OF SAID SECTION 7, THENCE N88°45'43"E 329.35 FEET TO THE P.O.B., THENCE N01°32'00"W 1197.20 FEET, THENCE N89°56'00"E 707.51 FEET, THENCE S08°56'00"W 120.08 FEET, THENCE S05°43'00"W 418.40 FEET, THENCE S04°38'00"W 209.60 FEET, THENCE S00°16'00"W 209.90 FEET, THENCE S03°11'00"E 291.05 FEET, THENCE S88°45'43"W 611.94 FEET, THENCE N01°32'00"W 60.01 FEET TO THE P.O.B.; CONTAINING 18.25 ACRES, MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT-OF-WAY OF RECORD.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn T. Warrick, Planner
THRU: Tim Conklin A.I.C.P., City Planner
DATE: February 12, 2001

RZ 01-2.00: Rezoning (Lindsey, pp 440) was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of J.E. Lindsey Family Limited Partnership for property located South of Chamberland Square and East of Betty Jo Drive to Shiloh Drive. The property is zoned C-2, Thoroughfare Commercial and contains approximately 18.25 acres. The request is to rezone to R-2, Medium Density Residential.

RECOMMENDATION:
Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: **Required** **YES**
O Approved **O Denied**

Date: **February 12, 2001**

CITY COUNCIL ACTION: **Required YES**
O Approved **O Denied**

Date: March 6, 2001 (if forwarded)

Comments: _____

H:\USERS\COMMON\DAWNT\REPORTS\PC\2-12-01\lindsey.wpd

BACKGROUND:

This request is to down-zone a commercial tract of property along the west side of I-540 to R-2, Medium Density Residential. The site is surrounded on the north and west by existing multi-family developments, property to the south is currently vacant. The zoning of the property is currently not consistent with the City's Future Land Use Plan, however the requested zoning would be consistent with the Residential designation applied to this location. The applicant is requesting this rezoning in order to construct apartments.

SURROUNDING LAND USE AND ZONING

North:	Chamberland Square Apartments, R-2
South:	Vacant, A-1
East:	I-540 / Single family residential, R-1
West:	Multi-family residential (Betty Jo Drive), R-2

INFRASTRUCTURE:

Streets: Shiloh Drive is located along the eastern boundary of this property. Shiloh is designated a collector on the Master Street Plan. In this location, Shiloh is a one way, south-bound outer road to I-540. A Master Street Plan collector, Persimmon, is planned to be constructed along the south boundary of this property. Persimmon, when fully constructed, would connect Shiloh Drive and Rupple Road to the west.

Water: Available from residential developments to the north and west.

Sewer: Available from residential developments to the north and west.

LAND USE PLAN: General Plan 2020 designates this site Residential. Rezoning this property to R-2, Medium Density Residential is consistent with the land use plan and compatible with surrounding land uses in the area.

FINDINGS OF THE STAFF

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

Finding: **The proposed zoning is consistent with land use planning objectives, principles and policies and with land use and zoning plans. The proposed zoning is actually more consistent with the City's adopted General Plan 2020 than the existing commercial zoning designation which is applied to the subject property.**

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

Finding: **The proposed zoning is justified in that it is consistent with the City's adopted General Plan 2020.**

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

Finding: **Changing the zoning from C-2 to R-2 should not appreciably increase traffic danger and congestion.**

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 alter population density. It would not however, undesirably increase the load on public services including schools, water and sewer facilities.**

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

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

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

Finding: **N/A**

§161.06 DISTRICT R-2 MEDIUM DENSITY RESIDENTIAL.

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

B. Uses.

1. Uses Permitted.

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

2. Uses Permissible on Appeal to the Planning Commission.

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

C. Density.

Families Per Acre	4 to 24

D. Bulk and Area Regulations.

1. Lot Width Minimum.

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

2. Lot Area Minimum.

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

3. Land Area Per Dwelling Unit.

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

E. Yard Requirements (feet).

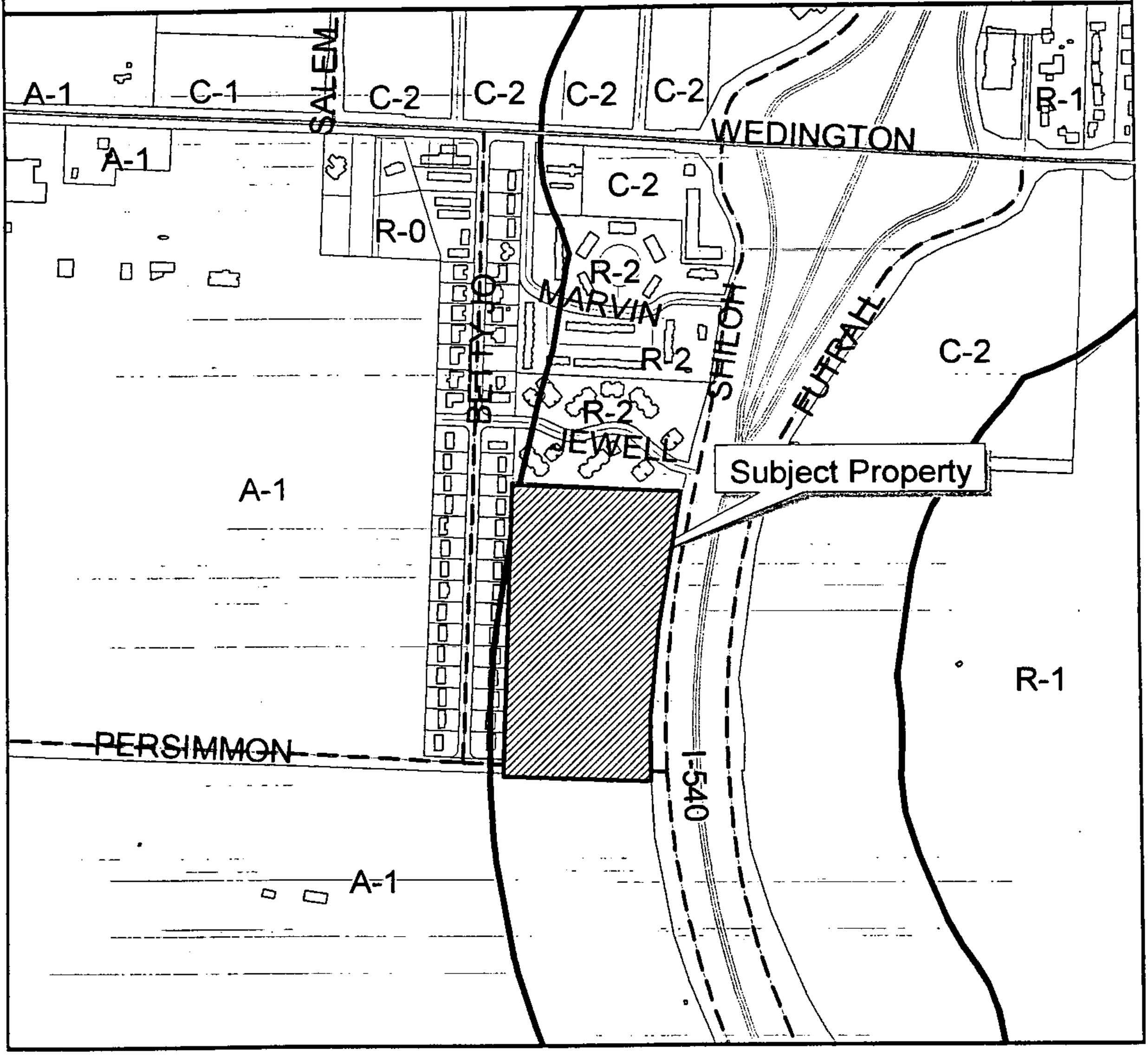
FRONT YARD	SIDE YARD	REAR YARD
25	8	25

Cross Reference: Variances Chapter 156.

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

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

RZ01-2 Lindsey Close SP

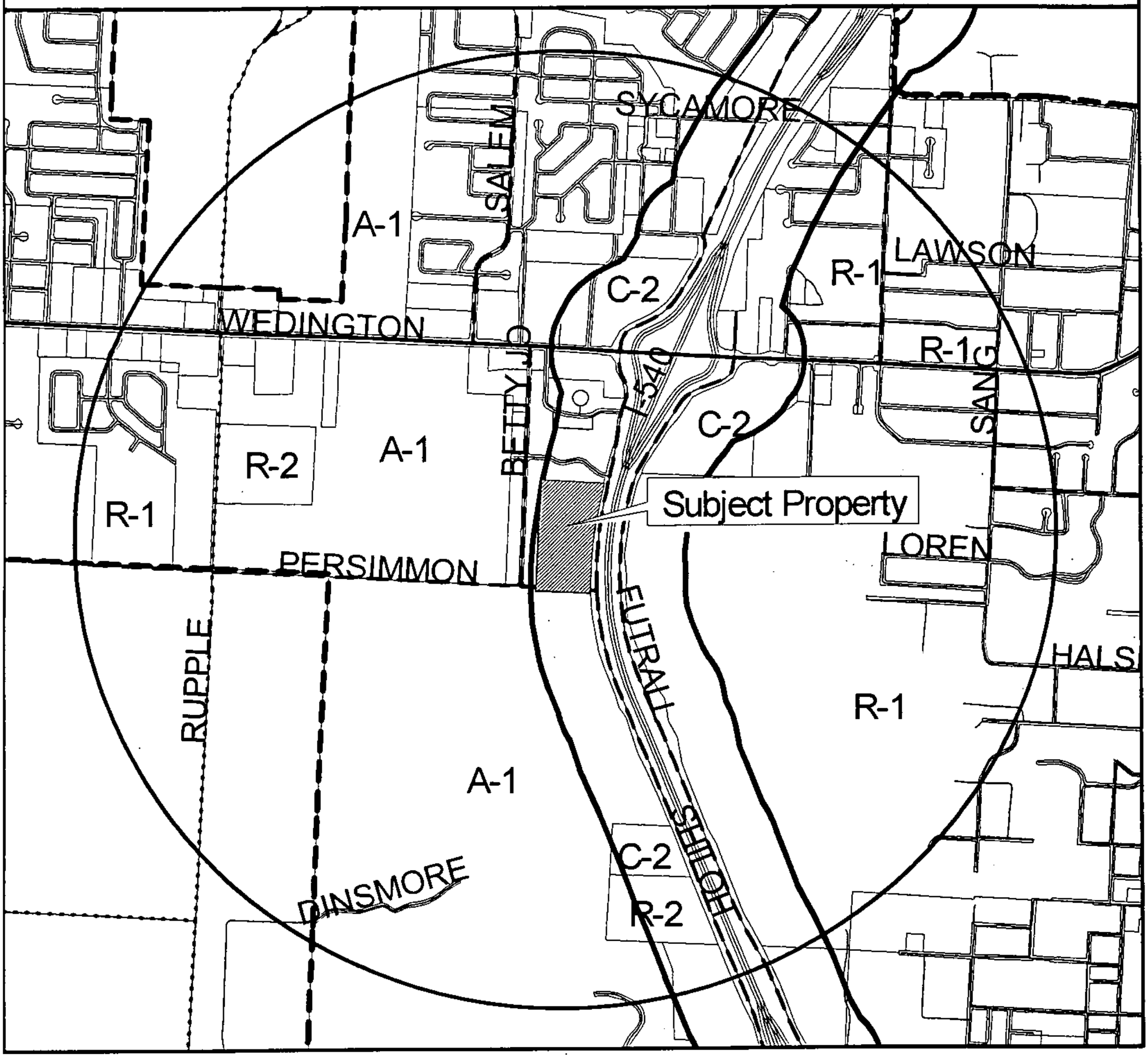


Parcel Polygons
Streets
Zoning-Districts
Structures (1998)
Master Street Classifications
COLLECTOR
FREEWAY/EXPRESSWAY
MINOR ARTERIAL
PRINCIPAL ARTERIAL
HISTORIC COLLECTOR
Design Overlay District

400 0 400 800 Feet

N
W E
S

RZ 01-2.00 Lindsey One Mile Radius



Streets
Zoning Districts
Master Street Classifications
COLLECTOR
FREEWAY/EXPRESSWAY
MINOR ARTERIAL
PRINCIPAL ARTERIAL
HISTORIC COLLECTOR
Design Overlay District
Fayetteville City Limits

0.2 0 0.2 0.4 Miles

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RZ 01-2.00: Rezoning (Lindsey, pp 440) was submitted by Dave Jorgensen of Jorgensen & Associates on behalf of J.E. Lindsey Family Limited Partnership for property located South of Chamberland Square and East of Betty Jo Drive to Shiloh Drive. The property is zoned C-2, Thoroughfare Commercial and contains approximately 18.25 acres. The request is to rezone to R-2, Medium Density Residential.

Odom: The next item we have on tonight's agenda is another rezoning, RZ 01-2.00, submitted by Dave Jorgensen of Jorgensen & Associates on behalf of J.E. Lindsey Family Limited Partnership for property located South of Chamberland Square and East of Betty Jo Drive to Shiloh Drive. The property is zoned C-2, Thoroughfare Commercial and contains approximately 8.25 acres. The request is to rezone to R-2, Medium Density Residential. Staff's recommendation is for approval of the request for rezoning based upon the findings included as a part of their report. I would ask the applicant to please come forward at this time.

Jorgensen: My name is Dave Jorgensen on behalf of Lindsey Properties, we are representing this property. As you mentioned the request is to rezone from C-2 to R-2. We are in agreement with staff findings.

Odom: Dave, just to be clear for the record I have been pointed out that I said it was 8 acres, it is actually 18.25 acres.

Jorgensen: I thought you said 18.

Odom: I probably did. Do you have any further presentation you would like to make?

Jorgensen: No. I would be glad to answer questions.

PUBLIC COMMENT:

Odom: We'll do that after we take public comment. Is there any member of the audience that would like to address us on this issue?

COMMISSION DISCUSSION:

Odom: Seeing none, I'll close the floor to public discussion and bring it back to the applicant. Do we have any questions or comments for the staff or Dave?

Hoffman: I had a question about the access to Shiloh Drive and Persimmon. I didn't remember

whether or not Persimmon was going to be extended to the site on the east?

Conklin: We have not looked at the Large Scale Development plans yet but that is a recommendation that staff will be making that Persimmon does connect from Betty Jo to Shiloh Drive through this development.

Hoffman: Thanks. That's all I have.

Odom: Any further questions?

Ward: Did we talk about Jewel Street also?

Conklin: Their concept plat that I've looked at does show a connection through that private property. Mr. Jorgensen probably better can answer that question about his work with that private property owner for connection up to Jewel.

Jorgensen: We are trying to make that connection if at all possible. We need to have more access there.

MOTION:

Hoffman: I'll move for approval of RZ 01-2.00.

Marr: I'll second.

Odom: We have a motion by Commissioner Hoffman, second by Commissioner Marr to approve RZ 01-2.00, any further discussion? Will you call the roll?

ROLL CALL:

Upon roll call RZ, 01-2.00 is forwarded on a vote of 7-0-0.

STAFF REVIEW FORM

xx _ AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of March 6, 2001.

FROM:

Connie Edmonston	Parks and Recreation	Public Works
Name	Division	Department

ACTION REQUIRED:

Waiver of Ordinance 3793 to accept land and money in lieu as the park land requirement of the Shiloh West Apartments Subdivision.

COST TO CITY:

$n/a	$	
Cost of this Request	Category/Project Budget	Category/Project Name
	$	
Account Number	Funds Used To Date	Program Name
	$	
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Manager	Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: _____

Accounting Manager	Date	Internal Auditor	Date
City Attorney	2-13-01 Date	ADA Coordinator	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Waiver of Ordinance 3793 to accept partial land and money in lieu as the park land requirement of Shiloh West Apartments.

Division Head	2-13-01 Date	Cross Reference
Department Director	2-14-01 Date	New Item: (Yes) No
Administrative Services Director	2/14/01 Date	Prev Ord/Res #: __
Mayor	2/16/01 Date	Orig Contract Date:_
		Orig Contract Number: ____

STAFF REVIEW FORM

Description Waiver of Ordinance 3793 _ Meeting Date July 18, 2000

Comments:
Budget Coordinator

Reference Comments:

Accounting Manager

Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Coody and City Council

THRU: Don Bunn, Assistant Public Works Director

FROM: Connie Edmonston, Parks & Recreation Superintendent C.E.

DATE: February 13, 2001

SUBJECT: Waiver of the Park Land Dedication Ordinance 3793

Shiloh West Apartments is a proposed subdivision located south of Highway 16 West on Shiloh Drive and west of Highway 540. It contains 264 multi-family units on 18.25 acres. The owner of the subdivision is Lindsey Properties and the engineer is Jorgenson and Associates. The requirement for park land is 5.28 acres and money in lieu is $99,000.

This development was previously presented to the Parks and Recreation Advisory Board on December 1, 1999 with the board recommending money in lieu of land. On December 21, 1999, City Council approved the waiver of the park land dedication ordinance. Since this time, the original developer withdrew and Lindsey and Associates changed the scope of the project adding more acres to the north. Staff from Parks and Recreation, Planning, and Sidewalk and Trails toured the site and recommended land from the floodway line to the right of way of Shiloh Drive and along the southern portion of the property be required for a greenway area to build a trail. This calculates to a combination of 1.59 acres of land dedication in addition to money in lieu in the amount of $69,187.50 as the requirements of the Park Land Dedication Ordinance. The trail would be built along Shiloh Drive and Persimmon Street according to the proposed city wide trails master plan. This trail would allow citizens residing in neighboring subdivisions, as well as other residential areas, access to the future Boys and Girls Club.

The large scale development was presented to the Parks and Recreation Advisory Board on January 8, 2001. (See PRAB meeting minutes.) The board recommended to accept a combination of 1.59 acres of land and money in lieu in the amount of $69,187.50 as the requirement of the Park Land Dedication ordinance for the reasons stated below:

1. The Sidewalk and Trails Coordinator recommended a trail on the east and south border of this property. These trails are on the proposed master trails plan created by the Sidewalk and Trails Sub-committee.

2. The apartment complex currently has planned the following park amenities for their residential use: tennis courts, swimming pool, clubhouse, playground and lake.

3. The proximity to the highway bypass limits the functionality for the entire land dedication to be used as a park.

4. Lindsey Properties have concurred with this agreement as outlined above. (See attached letter.)

Because Shiloh West Apartment Complex is over 100 units, Ordinance 3793 regulates the Parks Division to accept a land dedication. The ordinance states:

> However, if the Parks and Recreation Advisory Board determines that a neighborhood park is not feasible or advisable, it may recommend to the City Council that a cash contribution pursuant to our ordinance be accepted in lieu of land dedication. The City Council will either accept the recommendation for a cash contribution or return the subdivision plat to the Parks Board with instructions or for further study.

Please review this request to waive the park land dedication requirement and to accept a combination of land and money as the park land ordinance requirement for Shiloh West Apartments. If you have questions concerning this request, please call me at 444-3473.

Attachments:
PRAB January 8, 2001 Meeting Minutes
Jorgensen & Associates Letter
Location Map

JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (501) 442-9127 • FAX (501) 582-4807
DAVID L. JORGENSEN, P.E., P.L.S. THOMAS HENNELLY, P.E.

City of Fayetteville
113 West Mountain Dr.
Attn: City Council
Fayetteville, AR 72701

February 13, 2001

Dear Council Members,

Speaking on behalf of our client, Lindsey Properties, the purpose of this letter is to inform you that our client is aware and in agreement with the parks land dedication requirement of 1.59 acres and money in lieu of the remaining balance in the amount of $69,187.50.

Thank you for your assistance in this matter.

Sincerely,

Thomas A. Hennelly, P.E.

III. Park Land Dedication Ordinance:

Development:	Shiloh West Apartments
Engineer:	Jorgensen and Associates, Dave Jorgensen
Owner:	Lindsey and Associates
Location:	South of Hwy 16 on Shiloh Drive and West of Hwy 540
Park District:	SW
Units:	264 Multi Family Units
Acres:	18.25 acres
Land Dedication Requirement:	5.28 acres
Money in Lieu:	$99,000
Existing Park Land:	Ozark View Park (3.2 acres), Davis Park (9 acres), Wildwood Park (13.95 acres), Red Oak Park (8.07 acres)
Staff Recommendation:	Staff recommends taking partial money and land for a trail to connect to the city-wide trail.

Staff recommendations are based upon the following:

A. The Sidewalk and Trails Coordinator recommends a trail on the east and south border of this property. These trails are on the current master trails plan being created by the Sidewalk and Trails Sub-Committee.
B. The apartment complex currently has planned the following amenities: tennis courts, swimming pool, clubhouse, playground, and a lake.
C. Proximity to the highway bypass limits functionality for entire land dedication to be used as a park.

Note: Because Shiloh West Apartments is over 100 units, Ordinance 3793 regulates the Parks Division to accept a land dedication. The ordinance states as follows:

However, if the Parks and Recreation Advisory Board determines that a neighborhood park is not feasible or advisable, it may recommend to the City Council that a cash contribution pursuant to our ordinance be accepted in lieu of land dedication. The City Council will either accept the recommendation for a cash contribution or return the subdivision plat to the Parks Board with instructions or for further study.

David Jorgensen presented plans for the proposed Shiloh West Apartments. Mr. Schuldt said this development had been presented to the Parks and Recreation Advisory Board last year, and the board had recommended money in lieu of a land dedication and City Council had approved a waiver of the park land dedication ordinance. The developer at that time has withdrawn his request, and Lindsey and Associates is now requesting the same. Mr. Schuldt said ordinance requires a six-foot sidewalk be constructed. The recommendation is to take additional land so that a future 10-12 foot trail could be implemented. Details of the request have not been finalized with Mr. Jorgensen but would most likely include land from the floodway line to the right of way of Shiloh Drive. A trail dedication would also be requested along the southern portion of the property. The trail would allow citizens residing in this and neighboring subdivisions access to the future Boys and Girls Club as well as other residential areas. Mr. Schuldt stated both parcels being requested are included on the master trails plan being created by the Sidewalk and Trails Sub-Committee. Mr. Jorgensen stated in concept the parameters mentioned were agreeable.

MOTION:

Mr. Ackerman moved to accept a combination of land and money in lieu to satisfy the park land dedication requirement for the proposed Shiloh West Apartments subject to ongoing negotiations and agreement between the developer and Parks & Recreation staff and recommend a waiver of the Park Land Dedication Ordinance from City Council.

Ms. Nickell seconded the motion.

Upon roll call, the motion was approved 6-0-1 with Ackerman, Dufour, Colwell, Hill, Eads, and Nickell voting 'yes' and Shoulders abstaining.

Shiloh West Apartment
Location Map

N

Shiloh West Apart.
C. 4. Page 7

Wildwood Park
13.95 acres

Davis Park
9 acres

Friendship Park
4 acres

Highway 16 West - Wedington

I-540

Betty Jo Drive

Future Boys and Girls Club
Approximate 18.69 acres

Proposed Site

Future Persimmmon Street

Shiloh Drive

STAFF REVIEW FORM

_X_ Agenda Request
____ Contract Review
____ Grant Review

For the Fayetteville City Council meeting of March 6, 2001.

FROM:

Tim Conklin	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ 01-3.00 submitted by Wes Burgess of Crafton, Tull & Associates on behalf of NOARK Girl Scout Council for property located at the northeast corner of Joyce Street and Park Oaks Drive. The property is zoned R-2, Medium Density Residential and contains approximately .48 acres. The request is to rezone to R-0, Residential Office.

COST TO CITY:

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

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator — Administrative Services Director

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

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	2/26/01 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and Planning Commission unanimously voted 7-0-0 to recommend and forward the rezoning to the City Council.

Division Head	2-16-01 Date	**Cross Reference**
Department Director	2.22.01 Date	New Item: **Yes** **No**
Administrative Services Director	2/20/01 Date	Prev Ord/Res#: _____
Mayor	Date	Orig Contract Date: _____

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZ01-3.00 FOR A PARCEL CONTAINING APPROXIMATELY .48 ACRES LOCATED AT THE NORTHEAST CORNER OF JOYCE STREET AND PARK OAKS DRIVE AS REQUESTED BY WES BURGESS OF CRAFTON, TULL & ASSOCIATES ON BEHALF OF NOARK GIRL SCOUT COUNCIL.

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-2, Medium Density Residential to R-0, Residential Office described as 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 _____, 2001.

APPROVED:

By_____
Dan Coody, Mayor

ATTEST:

By_____
Heather Woodruff, City Clerk

EXHIBIT "A"
RZ 01-3.00

A PART OF TRACT 5C2, VANTAGE SQUARE, UNIT 2, WASHINGTON COUNTY, ARKANSAS, AS PER LOT SPLIT PLAT ON FILE IN DRAWER 3 AT PAGE 98 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER AT WASHINGTON COUNTY, ARKANSAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID TRACT 5C2; THENCE N0°50'52"W 15.00 FEET ALONG THE EAST LINE THEREOF TO THE POINT OF BEGINNING; THENCE S88°57'05"W 140.94 FEET TO THE WEST LINE THEREOF; THENCE N0°56'27"W 150.00 FEET ALONG THE WEST LINE THEREOF; THENCE N88°57'05"E 141.19 FEET TO THE EAST LINE THEREOF; THENCE S0°50'52"E 150.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 0.486 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS OF RECORD.

Planning Commission
February 12, 2001
Page 8

RZ 01-3.00: Rezoning (NOARK Girl Scout Council, pp 175) was submitted by Wes Burgess of Crafton, Tull & Associates on behalf of NOARK Girl Scout Council for property located at Northeast corner of Joyce Street and Park Oaks Drive. The property is zoned R-2, Medium Density Residential and contains approximately 0.48 acres. The request is to rezone to R-O, Residential Office.

Odom: Item number three on tonight's agenda is another rezoning RZ 01-3.00, submitted by Wes Burgess of Crafton, Tull & Associates on behalf of NOARK Girl Scout Council for property located at Northeast corner of Joyce Street and Park Oaks Drive. The property is zoned R-2, Medium Density Residential and contains approximately 0.48 acres. The request is to rezone to R-O, Residential Office. The staff's recommendation is approval of the requested rezoning based upon the findings included as a part of this report. Anything else on this?

Conklin: Nothing further.

Odom: Is the applicant here tonight? Please come forward at this time.

Burgess: I'm Wes Burgess with Crafton, Tull on behalf of the Girl Scout Council. As you know, we are trying to rezone this property. The Lindsey family has been kind enough to offer this to the Girl Scouts and the intent is to built a small office building for administrative use which would be moving from Springdale. I'll take any questions that you might have.

PUBLIC COMMENT:

Odom: Wes, what we will do before we have any questions is to see if there is any member of the audience that would like to address us on this request. Any member of the audience like to address us on this rezoning request?

COMMISSION DISCUSSION:

Odom: Seeing none, I'll close the floor to public discussion and bring it back to the Planning Commissioners. I would like to point out that even though it is the Girl Scout Council that they will be held to the same standard as any commercial development that we have in there and I'm sure that you are mindful of the Commercial Design Standards and so forth that we have.

Burgess: I understand.

MOTION:

Bunch: I move that we approve RZ 01-3.00 for recommendation to the City Council.

Allen: I'll second.

Odom: Motion by Commissioner Bunch and second by Commissioner Allen to approve RZ 01-3.00, any further discussion? Will you call the roll?

ROLL CALL:

Upon roll call, RZ 01-3.00 is forwarded on a vote of 7-0-0.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn T. Warrick, Planner
THRU: Tim Conklin, A.I.C.P., City Planner
DATE: February 12, 2001

RZ 01-3.00: Rezoning (NOARK Girl Scout Council, pp 175) was submitted by Wes Burgess of Crafton, Tull & Associates on behalf of NOARK Girl Scout Council for property located at Northeast corner of Joyce Street and Park Oaks Drive. The property is zoned R-2, Medium Density Residential and contains approximately 0.48 acres. The request is to rezone to R-O, Residential Office.

RECOMMENDATION:
Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: **Required** **YES**
O Approved **O Denied**

Date: February 12, 2001

CITY COUNCIL ACTION: **Required YES**
O Approved **O Denied**

Date: March 6, 2001 (if forwarded)

Comments: _____

H:\USERS\COMMON\DAWNT\REPORTS\PC\2-12-01\noark.wpd

BACKGROUND:

The subject property is located at the northeast corner of Park Oaks Drive (a private street) and Joyce Blvd. The property is currently being split from the tract to the north which is also zoned R-2, Medium Density Residential and was originally planned to be developed as a part of the Parks Apartment complex. The private street was built to serve the apartments to the north and was a condition of approval of that large scale development.

The NOARK Girl Scout Council proposes to develop a council administrative office in this location. Staff has advised that seeking a rezoning would be the best route to take in order to proceed with this development. In the current zoning district (R-2) professional offices would only be permitted as a conditional use. Since this location is designated as office on the General Plan 2020, the rezoning could be recommended and then the use of the site for professional office would be permitted by right. Due to the size of the tract, a large scale development plan will not be reviewed by the Planning Commission, when a project is proposed, staff with review the building permit application for compliance with current City ordinances.

SURROUNDING LAND USE AND ZONING

North:	R-2, Vacant (further north - Park Apts.)
South:	A-1, Church (also R-O, Vacant - planned office park and R-2, Butterfield Trail Village)
East:	A-1, Vacant
West:	R-O, Professional Offices

INFRASTRUCTURE:

Streets: This property is located at the northeast corner of the intersection of Joyce Blvd. and Park Oaks Drive (a private street). Joyce Blvd. is classified as a principal arterial on the City's Master Street Plan.

Water: Available along Joyce Blvd.

Sewer: Available along Joyce Blvd. (Existing 8" line)

LAND USE PLAN: General Plan 2020 designates this site Office. Rezoning this property to R-O, Residential Office is consistent with the land use plan and compatible with surrounding land uses in the area.

FINDINGS OF THE STAFF

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

Finding: **The proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.**

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

Finding: **The proposed zoning is justified in that it is consistent with the City's adopted General Plan. While there is some available R-O property in the City, vacant parcels in the immediate area are developing quickly.**

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

Finding: **The proposed zoning will not create or appreciably increase traffic danger and congestion. Joyce Blvd. has been improved recently and is designed to carry a large volume of traffic (principal arterial). The size of this property will not support a very large development. The proposed office building would require approximately 20 parking spaces.**

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

Finding: **The proposed zoning will not alter the population density. If the property were to develop residentially, a duplex would be the maximum density permitted by right, a higher density development would require a conditional use permit and Planning Commission review and approval.**

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**

§161.12 DISTRICT R-O RESIDENTIAL OFFICE.

A . Purpose. The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

B. Uses.

1. Uses Permitted.

Unit 1	City-Wide Uses by Right
Unit 5	Government Facilities
Unit 8	Single-Family and Two-Family Dwellings
Unit 12	Offices, Studios and Related Services
Unit 25	Professional Offices

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 4	Cultural and Recreational Facilities
Unit 9	Multi-Family Dwelling - Medium Density
Unit 10	Multi-Family Dwelling - High Density
Unit 13	Eating Places

C. Bulk and Area Regulations.

(Per Dwelling Unit for Residential Structures)

Lot Minimum Width:	Mobile Home Park	100 ft.
	Lot Within a Mobile Home Park	50 ft.
	One Family	60 ft.
	Two Family	60 ft.
	Three or More	90 ft.
Lot Area Minimum:	Mobile Home Park	3 acres
	Lot Within a Mobile Home Park	4200 sq. ft.
	Row Houses: Development Individual Lot	 10,000 sq. ft. 2500 sq. ft
	Single Family	6000 sq. ft
	Two Family	6500 sq. ft
	Three or More	8000 sq. ft
	Fraternity or Sorority	1 acres
Land Area Per Dwelling Unit:	Mobile Home	3000 sq. ft.

	Row Houses &Apartments:	
	Two or More Bedrooms	1200 sq. ft.
	One Bedroom	1000 sq. ft.
	No Bedroom	1000 sq. ft
	Fraternity or Sorority	500 sq. ft., per resident

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

From Street ROW	30 ft.
From Street ROW if Parking is Allowed Between the ROW and the Building	50 ft.
From Side Property Line	10 ft.
From Side Property Line When Contiguous to a R-1, R-2 or R-3 District	15 ft.
From Back Property Line Without Easement or Alley	25 ft.
From Center Line of Public Alley	10 ft.

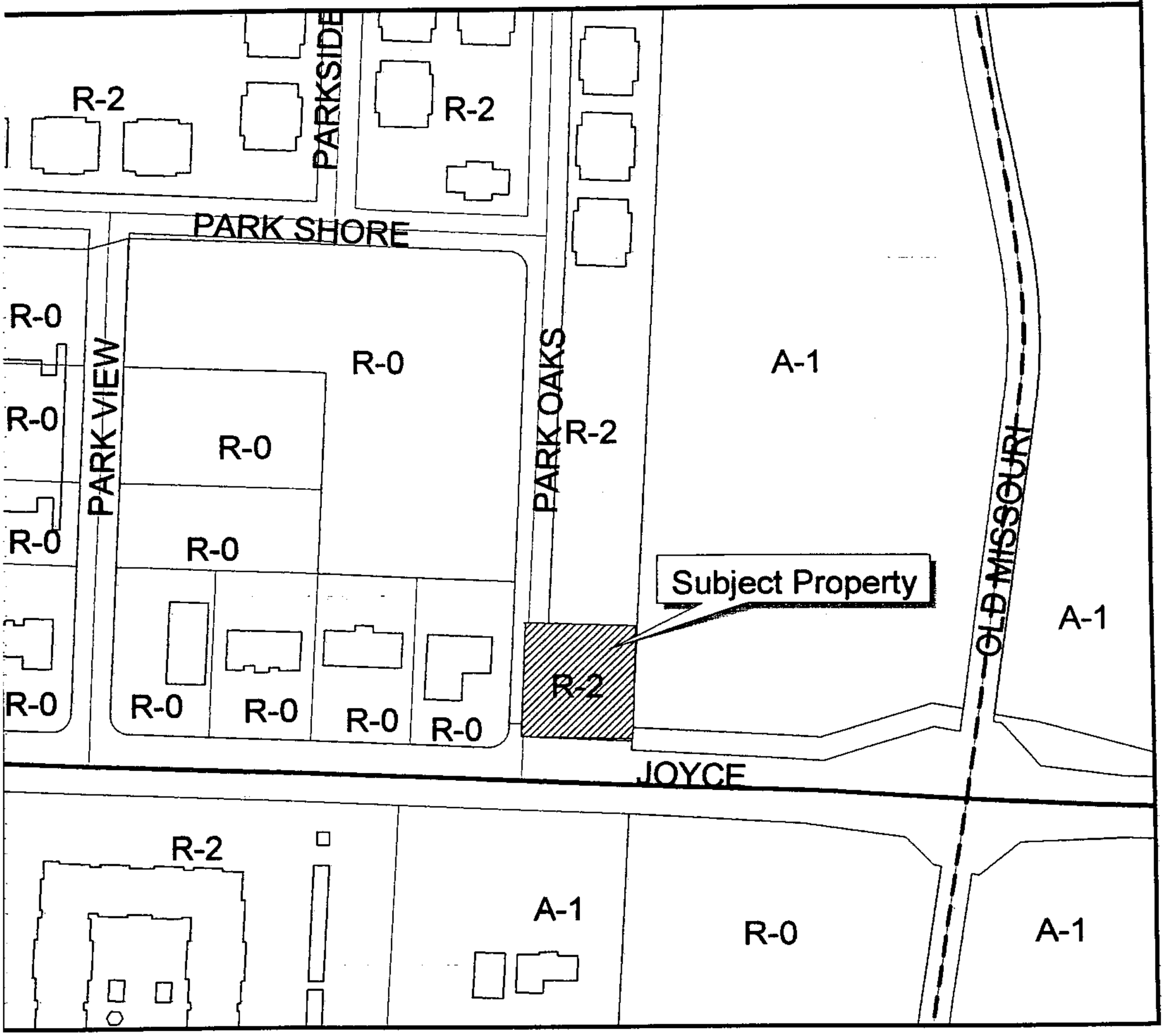
E. Building Area. On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot.

Lot Minimum Width:	Mobile Home Park	100 ft.

F. Height Regulations. There shall be no maximum height limits in R-O Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back from any boundary line of any R-1, R-2, or R-3 District an additional distance of one foot for each foot of height in excess of 20 feet.

(Code 1991, §160.041; Code 1965, App. A, Art. 5(x); Ord. No. 1747, 6-29-89; Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80)

RZ01-3 NOARK Close Up



Parcel Polygons
Streets
Zoning Districts
Structures (1998)

Master Street Classifications
COLLECTOR
FREEWAY/EXPRESSWAY
MINOR ARTERIAL
PRINCIPAL ARTERIAL
HISTORIC COLLECTOR

80 0 80 160 Feet

N
W E
S

RZ01-3 NOARK One Mile Radius

Lakes.shp
Streets
Zoning Districts
Master Street Classifications
COLLECTOR
FREEWAY/EXPRESSWAY
MINOR ARTERIAL
PRINCIPAL ARTERIAL
HISTORIC COLLECTOR

0.1 0 0.1 0.2 0.3 0.4 Miles

N
W E
S

STAFF REVIEW FORM

_X_ AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of March 6, 2001

FROM:

John Maguire (Name) | Admin. (Division) | Administration (Department)

ACTION REQUIRED: An ordinance repealing Ordinance No. 3865 which authorized the City Council to set prices for the sale of GIS Computer Mapping and repealing Resolution No. 10-95 which set such prices.

COST TO CITY:

Cost of this Request | Category/Project Budget | Category/Project Name

Account Number | Funds Used To Date | Program Name

Project Number | Remaining Balance | Fund

BUDGET REVIEW: _____ Budgeted Item ___ Budget Adjustment Attached

Budget Coordinator | Administrative Services Director

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

Accounting Manager | Date | ADA Coordinator | Date

City Attorney | Date | Internal Auditor | Date

Purchasing Officer | Date | Grant Officer | Date

STAFF RECOMMENDATION:

Division Head | Date | Cross Reference

Department Director | Date | New Item: (Yes) No

Admin. Svcs Director | 2/20/01 | Prev Ord/Res #:_____

Mayor | Date | Orig Contract Date:_____

STAFF REVIEW FORM

Description_____ Meeting Date_____

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

ADA Coordinator

Reference Comments:

Internal Auditor

Reference Comments:

Grants Offcier

Reference Comments:

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 3865 WHICH AUTHORIZED THE CITY COUNCIL TO SET PRICES FOR THE SALE OF GIS COMPUTER MAPPING AND REPEALING RESOLUTION NO. 10.95 WHICH SET SUCH PRICES.

WHEREAS, Ordinance No. 3865 authorized the city to set prices for the sale of GIS Computer mapping in 1995 and;

WHEREAS, Resolution 10-95 set prices for the sale of such mapping and;

WHEREAS, only a marginal percentage of the cost of the GIS has been recovered and;

WHEREAS, computer technology now allows easy access and distribution of such information that was unavailable in 1995 and;

WHEREAS, the City Council deems it to be in the greater interest of the public to allow citizens to more readily acquire and use geographic information by supplying it at the nominal cost of the media requested or distributed freely over the City of Fayetteville website.

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

Section 1. That the Ordinance No. 3865 passed and approved on January 17, 1995 authorizing the City Council to set the schedule of prices for the sale to the public of certain computer mapping products (the Geographical Information System) produced by the City of Fayetteville and to declare an emergency is hereby repealed in its entirety.

Section 2. That Resolution No. 10-95 setting prices for the sale of aerial photographs and certain computer mapping products (geographical information systems) produced by the City of Fayetteville is hereby repealed in its entirety.

PASSED AND APPROVED this ____ day of _____, 2001.

APPROVED:

BY:_____
Charles D. Coody, Mayor

ATTEST:

By:_____
Heather Woodruff, City Clerk

MICROFILMED

RESOLUTION NO. 10-95

A RESOLUTION SETTING PRICES FOR THE SALE OF AERIAL PHOTOGRAPHS AND CERTAIN COMPUTER MAPPING PRODUCTS (GEOGRAPHIC INFORMATION SYSTEM) PRODUCED BY THE CITY OF FAYETTEVILLE.

WHEREAS, by Ordinance No. 3865 passed and approved on the 17th day of January, 1995, the City Council of the City of Fayetteville approved the sale of portions of the City's recently developed digital aerial photographs, topographic/planimetric, and cadasral data system known as the Geographic Information System upon entry of a License and Nondisclosure Agreement with the City Fayetteville by prospective purchasers; and

WHEREAS, the process to be charged for products developed and generated by the City upon request of any member of the public shall be as set forth herein below until such time as a resolution is passed by the City Council amending said price list.

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

Section 1. That the following prices shall be the set prices to be charged for the following described products generated from the City of Fayetteville's Geographic Information System until such time as such are amended by subsequent resolution:

Media Type	*Tape*	*Bond*	*Mylar Disk*	
Digital Aerial photographs (per file)	$ 225	$ 150	$ 250	$ 200
Topographical/Planimetric (per file)	$ 225	$ 150	$ 250	$ 200
Cedastreal (per file where available)	$ 225	$ 150	$ 250	$ 200

Section 2. That a schedule of the prices of such products shall be kept on file and made available to the public in the office of the City Clerk of the City of Fayetteville, Arkansas.

PASSED AND APPROVED this 17th day of January, 1995.

APPROVED:

By: Fred Hanna
Fred Hanna, Mayor

ATTEST:

By: Traci Paul
Traci Paul, City Clerk

SEAL

STAFF REVIEW FORM

x AGENDA REQUEST
x CONTRACT REVIEW
____ GRANT REVIEW
____ ORDINANCE REVIEW
For the Fayetteville City Council meeting of ~~March 6~~ 6th March, 2001

FROM:

Marsha Farthing (Name) | Accounting (Division) | Admin. Services (Department)

ACTION REQUIRED

Approval of an ordinance amending Sec.33.046, Code of Fayetteville, to establish annual fees for Rural Fire Contracts for the two year period of 6/01/01 - 5/31/03.

COST TO CITY:

None

Cost of this Request | Category/Project Budget | Category/Project Name

Account Number | Funds Used To Date | Program Name

Project Number | Remaining Balance | Fund

BUDGET REVIEW: ___ Budgeted Item ____ Budget Adjustment Attached

Budget Coordinator | Administrative Services Director

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

Marsha Farthing — Accounting Manager — 2/21/01 Date
ADA Coordinator — Date
2/21/01 Date — City Attorney
Internal Auditor — Date
Purchasing Officer — Date

STAFF RECOMMENDATION:

Staff recommends approval.

Marsha Farthing — Division Head — 2/21/01 Date

Department Director — Date

John Mayfield — Administrative Services Director — 2/21/01 Date

Dan Coody — Mayor — 2/26/01 Date

Cross Reference

New Item:

Prev Ord/Res #:

Orig Contract Date:

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: John Maguire, Administrative Services Director

From: Marsha Farthing, Accounting Manager

Date: February 20, 2001

Subject: Renewal of Rural Fire Contracts

Attached is an agenda item request to establish annual rates for rural fire contracts for the two year period ending May 31, 2003, in the amounts of $228 per member for association contracts and $456 for individual contracts. The revenue from these contracts is estimated to be $66,000 per year.

The computations are based on the City's 2001 Budget for Fire Department expenditures and for property tax and state insurance turnback revenues credited to the Fire Pension Fund. The estimated depreciation is a calculation of annual depreciation on the fixed assets of the Fire Department as of December 31, 2000. The cost allocation amounts were obtained from the Budget Department's Cost Allocation Plan used for the 2000 Budget.

The revenue derived from rural fire contracts for fiscal year 2000 was $64,014. Currently, the City has contracts with eleven (11) individual households and with thirty-nine (39) associations representing three hundred twenty (320) households.

The rates for contract years 1999-2001 were $220 per member for association contracts and $440 for individual contracts. A discount of $40 was allowed for both types of contract where a similar agreement exists with a rural fire department. The rates for contract years 1997-99 were $197 per member for an association contract and $394 for an individual contract with a $40 discount allowed where a similar agreement existed with a rural fire department.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

To: Dan Coody, Mayor
Fayetteville City Council

From: Dennis Ledbetter, Interim Fire Chief

Date: February 20, 2001

Subject: Renewal of Rural Fire Contracts

Many citizens outside the city limits of Fayetteville, within a two mile radius, contract with the City for fire suppression service in order to get an insurance premium advantage on their properties. These contracts are designed to expire on May 31 of each year so that they can be renewed at or about the same time.

Every other year, rates are recalculated to reflect increased fire protection costs incurred within the City. This year such a rate revision is due.

A standard formula is used to determine the amount to be charged for rural contracts for the succeeding two years. For 2001-2002 and 2002-2003, the formula yields a cost of $228.00 per "Association" property and $456.00 per "Individual" property. An Association exists when three or more owners of contiguous properties all desire to have contracts. Individual contracts are required for individual (or two adjacent) properties. A discount of $40.00 is allowed for each type of contract where a similar agreement exists with the nearest rural volunteer fire department.

The ordinance for renewing the contracts and establishing the new rates is scheduled to be considered by the Council at the March 20, 2001 meeting. We seek your approval of this ordinance so that we can continue this service for two more years.

If you have any questions concerning this project or desire any additional information, please give me a call at extension 365 or 575-8365. Thank you.

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

City of Fayetteville
Proposed Rural Fire Contract Fees
2002 and 2003

Estimated Annual Cost of Fire Protection for the City of Fayetteville:

Fire Department Budget - 2001*	4,499,075
Estimated Contributions to Fire Pension Through Property Taxes - 2001	219,519
Estimated Contributions to Fire Pension Through State Insurance Refund - 2001	144,291
Estimated Annual Depreciation	357,413
2001 Cost Allocation - less equipment use	308,482
Total Estimated Annual Cost	5,528,780

Proposed Fees for Rural Fire Contracts:

Estimated Annual Cost $5,528,780/24,759**	223
Administrative Charges	5
Proposed Annual Fee per Association Member	228
Proposed Annual Fee per Individual Contract (Twice Association Member Fee)	456

*Excludes fixed assets

**Total City of Fayetteville utility customers as of December, 2000 (excluding irrigation)

Sample - Association Contract

C O N T R A C T

This **CONTRACT** executed this _____ day of _____, 20 ____, by and between the City of Fayetteville, Arkansas, hereinafter called the "City" and the undersigned representative of owners of real property located within two (2) miles of the Fayetteville corporate limits, hereinafter called the "Property Owners".

WHEREAS, §33.046 of the Fayetteville Code of Ordinances provides for an "association" contract which is defined as a contract covering not less than three contiguous properties, and

WHEREAS, the City staffs and equips an organized fire department, and

WHEREAS, the Property Owners do not have fire suppression service available; and

WHEREAS, the Property Owners desire to contract with the City for the Fayetteville Fire Department to combat fires which may occur on the property described below; and

WHEREAS, under Ark. Code Ann. §14-53-102 (1987) and §33.046 of the Fayetteville Code of Ordinances, fire fighting machinery and equipment, with the necessary fire personnel to operate the same, may be used to combat fires beyond the corporate limits; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions, consistent with §33.046 of the Fayetteville Code of Ordinances, under which the Fayetteville Fire Department will combat fire on the property described below,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. During the term of this agreement, the City shall provide fire suppression service to and shall combat fires occurring on the real property, at the addresses listed in Exhibit "A" attached hereto and made a part hereof, subject to the conditions set out herein.

2. To defray costs incurred by the City in providing fire suppression service to the aforesaid property, the Property Owners shall pay to the City in advance an annual "fire suppression fee" equivalent to $228 per household. If the Property Owners can show proof of membership in a rural fire department, the fee shall be $188 per household.

3. The term of this contract shall commence upon the execution date hereof and shall expire May 31, 2002; provided this

Contract shall not be effective until receipt by the City of the "fire suppression fee" prescribed herein. Prior to the receipt of said fee, this Contract shall be of no force and effect and the City shall be under no obligation to provide fire suppression service to or combat any fire in the aforesaid area. The Property Owners' representative shall collect the required fees from all property owners, remit the fees to the City of Fayetteville Accounting Department and execute the contract on behalf of the Property Owners.

4. During the term of this Contract, the City shall provide fire fighting machinery and equipment, with the necessary fire personnel to operate the same, to combat fires occurring on the aforesaid property; provided, the City shall be under no obligation to respond to any fire located in said area if the Fayetteville City Mayor or the Fayetteville Fire Chief determines that such response will substantially impair the ability of the Fayetteville Fire Department to provide adequate fire protection service to Fayetteville or to adequately combat fire or fires occurring in Fayetteville. In the event such a determination is made, neither the City nor any city official or employee shall be liable for any damages or loss which occurs from any fire on the aforesaid property.

5. Neither the City of Fayetteville nor any Fayetteville official or Fire Department official or employee involved in combating a fire on the aforesaid property shall be liable for any damages or loss that occurs when the Fayetteville Fire Department is combating a fire located on said property.

6. All members of the Fayetteville Fire Department engaged in fighting a fire located on the aforesaid property shall be considered to be acting within their line of duty and in discharge thereof and shall not lose or forfeit any right or benefit in rank, pay, disability or retirement payments or benefits.

7. The City may terminate this agreement by giving thirty (30) days written Notice of Termination to the Property Owners at the following mailing address:

Association Name _____

_____

Property Owners' Representative _____

_____

Mailing Address of Representative _____

_____

In the event the City terminates this agreement, the City shall refund the unused standby fire suppression fee on a pro-rata basis to the Property Owners. The amount of unused standby fire suppression fees shall be computed as follows:

Total Fire Suppression Fee Paid in Advance	-	Number of days Contract in effect / 365 Days	X	Total Fire Suppression Fee Paid in Advance = Amount of Refund

8. The Property Owners may terminate this agreement by giving a written notice of termination, signed by the Property Owners to the Mayor of the City of Fayetteville, 113 W. Mountain, Fayetteville, Arkansas, 72701. In the event a Property Owner terminates this agreement, no unused portion of the fee will be refunded by the City, but the unused portion of the fee may be transferred to a subsequent occupant of the property upon approval by the Fire Chief or his/her designee.

9. Any notice of termination shall be deemed given on the date the notice is deposited in the United States mail, as evidenced by the postmark thereon, provided the correct postage is paid, and the notice is addressed as provided herein.

10. The Property Owners may extend the term of this Contract for an additional term of one (1) year, to May 31, 2003, in accordance with the following procedure: During the first year of the contract, at least thirty (30) days prior to the termination of this Contract, the Fayetteville Accounting Department shall mail to the Property Owners' representative a notice specifying the amount of the fire suppression fee which the City will charge for the next year. If the Property Owners desire to extend the term of this Contract, the Property Owners' representative shall collect the fees from all property owners and remit the fees to the City of Fayetteville Accounting Department prior to June 1, 2002. Upon payment of the required fees, this contract shall be extended to May 31, 2003. The property Owners hereby grant the person designated in paragraph 7 of this Contract limited power of attorney for the purpose of executing and renewing this Contract in accordance with the procedure prescribed herein.

11. In the event this Contract is executed after June 1, 2001, the fire suppression fee payable under paragraph 2 shall be reduced for the original contract term in accordance with the following formula:

Number of elapsed days after June 1 / 365	X	Amount of Fire Suppression Fee	=	Amount of Reduction in Suppression Fee

12. Any modification of this Contract must be in writing and must be authorized by the Mayor of the City of Fayetteville and the undersigned Property Owner.

IN WITNESS WHEREOF, this Contract is executed on the date first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST
By: _____
City Clerk

_____
Property Owner

2001-2002 fee received Date _____ Amount _____

Renewal fee received Date _____ Amount _____

Sample - Individual Contract

C O N T R A C T

This **CONTRACT** executed this _____ day of _____, 20 ____, by and between the City of Fayetteville, Arkansas, hereinafter called the "City" and the undersigned owner of real property located within two (2) miles of the Fayetteville corporate limits, hereinafter called the "Property Owner".

WHEREAS, the City staffs and equips an organized fire department, and

WHEREAS, the Property Owner does not have fire suppression service available; and

WHEREAS, the Property Owner desires to contract with the City for the Fayetteville Fire Department to combat fires which may occur on the property described below; and

WHEREAS, under Ark. Code Ann. §14-53-102 (1987) and §33.046 of the Fayetteville Code of Ordinances, fire fighting machinery and equipment, with the necessary fire personnel to operate the same, may be used to combat fires beyond the corporate limits; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions, consistent with §33.046 of the Fayetteville Code of Ordinances, under which the Fayetteville Fire Department will combat fire on the property described below,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. During the term of this agreement, the City shall provide fire suppression service to and shall combat fires occurring on the real property at the Property Owner's address listed in paragraph 7, subject to the conditions set out herein.

2. To defray costs incurred by the City in providing fire suppression service to the aforesaid property, the Property Owner shall pay to the City in advance an annual "fire suppression fee" equivalent to $456. If the Property Owner can show proof of membership in a rural fire department, the fee shall be $416.

3. The term of this contract shall commence upon the execution date hereof and shall expire May 31, 2002; provided this Contract shall not be effective until receipt by the City of the "fire suppression fee" prescribed herein. Prior to the receipt of

said fee, this Contract shall be of no force and effect and the City shall be under no obligation to provide fire suppression service to or combat any fire in the aforesaid area.

4. During the term of this Contract, the City shall provide fire fighting machinery and equipment, with the necessary fire personnel to operate the same, to combat fires occurring on the aforesaid property; provided, the City shall be under no obligation to respond to any fire located in said area if the Fayetteville City Mayor or the Fayetteville Fire Chief determines that such response will substantially impair the ability of the Fayetteville Fire Department to provide adequate fire protection service to Fayetteville or to adequately combat fire or fires occurring in Fayetteville. In the event such a determination is made, neither the City nor any city official or employee shall be liable for any damages or loss which occurs from any fire on the aforesaid property.

5. Neither the City of Fayetteville nor any Fayetteville official or Fire Department official or employee involved in combating a fire on the aforesaid property shall be liable for any damages or loss that occurs when the Fayetteville Fire Department is combating a fire located on said property.

6. All members of the Fayetteville Fire Department engaged in fighting a fire located on the aforesaid property shall be considered to be acting within their line of duty and in discharge thereof and shall not lose or forfeit any right or benefit in rank, pay, disability or retirement payments or benefits.

7. The City may terminate this agreement by giving thirty (30) days written Notice of Termination to the Property Owner at the following mailing address:

Property Owner's Name_____
Address _____
Mailing Address _____

In the event the City terminates this agreement, the City shall refund the unused standby fire suppression fee on a pro-rata basis to the Property Owner. The amount of unused standby fire suppression fees shall be computed as follows:

Total Fire Suppression Fee Paid in Advance	-	Number of days Contract in effect / 365 Days	X	Total Fire Suppression Fee Paid in Advance = Amount of Refund

8. The Property Owner may terminate this agreement by giving a written notice of termination, signed by the Property Owner to the Mayor of the City of Fayetteville, 113 W. Mountain, Fayetteville, Arkansas, 72701. In the event the Property Owner terminates this agreement, no unused portion of the fee will be refunded by the City, but the unused portion of the fee may be

transferred to a subsequent occupant of the property upon approval by the Fire Chief or his/her designee.

9. Any notice of termination shall be deemed given on the date the notice is deposited in the United States mail, as evidenced by the postmark thereon, provided the correct postage is paid, and the notice is addressed as provided herein.

10. The Property Owner may extend the term of this Contract for an additional term of one (1) year, to May 31, 2003, in accordance with the following procedure: During the first year of the Contract, at least thirty (30) days prior to the termination of this Contract, the Fayetteville Accounting Department shall mail to the Property Owner a notice specifying the amount of the fire suppression fee which the City will charge for the next year. If the Property Owner desires to extend the term of this Contract, the Property Owner shall remit the required fee to the City of Fayetteville Accounting Department prior to June 1, 2002. Upon payment of the required fee, this Contract shall be extended to May 31, 2003.

11. In the event this Contract is executed after June 1, 2001, the fire suppression fee payable under paragraph 2 shall be reduced for the original contract term in accordance with the following formula:

$$\frac{\text{Number of elapsed days after June 1}}{365} \times \text{Amount of Fire Suppression Fee} = \text{Amount of Reduction in Suppression Fee}$$

12. In the event that a Property Owner joins an association, a contract covering not less than three contiguous properties, during the Contract period, the fee will be reduced to an association rate in the manner described in paragraph eleven. The rate difference will be refunded to the Property Owner.

13. Any modification of this Contract must be in writing and must be authorized by the Mayor of the City of Fayetteville and the undersigned Property Owner.

IN WITNESS WHEREOF, this Contract is executed on the date first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST

By: _____
City Clerk

_____

Property Owner

2001-02 fee received Date _____ Amount _____

Renewal fee received Date _____ Amount _____

STAFF REVIEW FORM

X Agenda Request
___ Contract Review
___ Grant Review

For the Fayetteville City Council meeting of February 20, 2001

FROM:

John McGuire		Administrative Services
Name	Division	Department

ACTION REQUIRED: Refund of purchase price of Lot 1, Research & Technology Park, Fayetteville, AR, of approximately 2.5 acres and reimbursement of other costs expended by original purchaser and cancel option issued to Cache Investments - 530 No. College Ave., Fayetteville, AR 72701, for adjoining property.

COST TO CITY:

$134,256.63	$ N/A	(Commerce Park North) Land-Research & Technology Park
Cost of this Request	Category/Project Budget	Category/Project Name
	$ N/A	
Account Number	Funds Used to Date	Program Name
	$ N/A	
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ___Budgeted Item X Budget Adjustment Attached

Budget Manager — Administrative Services Director

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

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

STAFF RECOMMENDATION: Approval of the Resolution and Budget Adjustment

Division Head	Date	Cross Reference
Department Director	Date	New Item: (Yes) No
Administrative Services Director	2/21/01 Date	Prev Ord/Res #:_____
Mayor	Date	Orig Contract Date:_____

Cache Investments /
530 N. College Ave
Fayetteville AR. 72701

DATE	PAYEE	CK #	PURPOSE	AMOUNT
3/23/99	Arkansas Capital Corporation	6286	Good Faith $	$2,500.00
9/7/99	Robert Sharp, Architect	6817	Architect fees	$637.43
11/18/99	Nickel Hill Group	2055	Earnest $ for land	$500.00
11/22/99	Carter & Hodges	2070	Engineering fees	$1,500.00
1999	Other (in GL-looking for documentation)			$1,946.23
1/14/00	City of Fayetteville	2238	Grading Permit	$200.00
1/14/01	City of Fayetteville	2239		$800.00
1/14/01	City of Fayetteville	2240	Tree Preservation	$120.00
2/15/01	Carter & Hodges	2317	Engineering fees	$2,815.32
2/24/00	Carter & Hodges	2334	Engineering fees	$2,815.32
3/2/00	Carter & Hodges	1272		$111.96
3/8/00	Robert Sharp, Architect		Architect fees	$196.46
4/5/00	Robert Sharp, Architect		Architect fees	$2,954.25
4/12/00	Associated Appraisers, Inc		Appraisal	$1,250.00
3/31/00	Robert Sharp, Architect	2412	Architect fees	$4,855.32
4/20/00	Bank of Fayetteville	transfer	Interest Payment	$677.44
5/12/00	Bank of Fayetteville	transfer	Interest Payment	$660.92
6/12/00	Robert Sharp, Architect	1001	Architect fees	$3,000.00
6/12/00	Bank of Fayetteville	transfer	Interest Payment	$695.07
7/12/00	Bank of Fayetteville	transfer	Interest Payment	$677.44
7/20/00	Robert Sharp, Architect	1003	Engineering fees	$3,000.00
8/9/00	Carter & Hodges	1004	Engineering fees	$1,000.00
9/7/00	Robert Sharp, Architect	1005	Architect fees	$2,000.00
9/28/00	Bank of Fayetteville	1006	Interest Payment	$1,603.28
10/20/00	Bank of Fayetteville	transfer	Interest Payment	$678.45
10/11/00	Robert Sharp, Architect	1007	Architect fees	$2,000.00
10/20/00	Carter & Hodges	1008	Engineering fees	$450.00
10/25/00	Arkansas Dept of Health	1009	Permit	$191.30
11/17/00	Robert Sharp, Architect	1010	Architect fees	$2,000.00
11/22/00	Bank of Fayetteville	transfer	Interest Payment	$700.02
11/22/00	Carter & Hodges	1011	Engineering fees	$750.00
12/20/00	Bank of Fayetteville	transfer	Interest Payment	$677.45
1/24/01	Robert Sharp, Architect	1012	Architect fees	$1,000.00
1/31/01	Bank of Fayetteville	1013	Interest Payment and processing fee	$898.51
	Land Loan to Bank			$80,412.00
	Additional Account Balance to Rob Sharp, Architect			$2,982.46
	Marinoni Construction			$5,000.00
			TOTAL	**$134,256.63**

STAFF REVIEW FORM

Agenda Request
FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF December 7, 1999

FROM:
Alett Little **Economic Development Department**

ACTION REQUESTED: Approval of a real estate contract to sell Lot 1, Arkansas Research and Technology Park, consisting of 2.5 acres, to Cache Investments and/or Assigns (Interface Computer Center, L.L.C.). Grant of a first right of refusal on Lot 2, Arkansas Research and Technology Park.

COST TO CITY: Revenues of $93,750.00, less credits and sales fees.

$0
Cost of this request | Category/Project Budget | Category/Project Name

Account Number | Funds Used to Date | Program Name

Project Number | Remaining Balance | Fund

BUDGET REVIEW: _____Budgeted Item _____Budget Adjustment Attached

Budget Coordinator | Administrative Services Director

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

Accounting Manager | Date | ADA Coordinator | Date

City Attorney | Date | Internal Auditor | Date

Purchasing Officer | Date

STAFF RECOMMENDATION: Staff recommends approval of the real estate contract grant of first right of refusal.

Alett Little 11.23.99
Economic Development Director | Date

Cross Reference:
New Item: (Yes) No

Previous Ord/Res#: _____

Administrative Services Director | Date

Orig Contract Date:_____

Mayor | Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

4500 S. School Ave., Ste A
Fayetteville, AR 72701
Telephone: 501-575-8305
Fax: 501-575-8304

ECONOMIC DEVELOPMENT DEPARTMENT

TO: Fayetteville City Council

FROM: Alett Little, Economic Development Director

DATE: November 23, 1999

SUBJECT: Real Estate Contract to Purchase Lot 1 of AR Research and Technology Park

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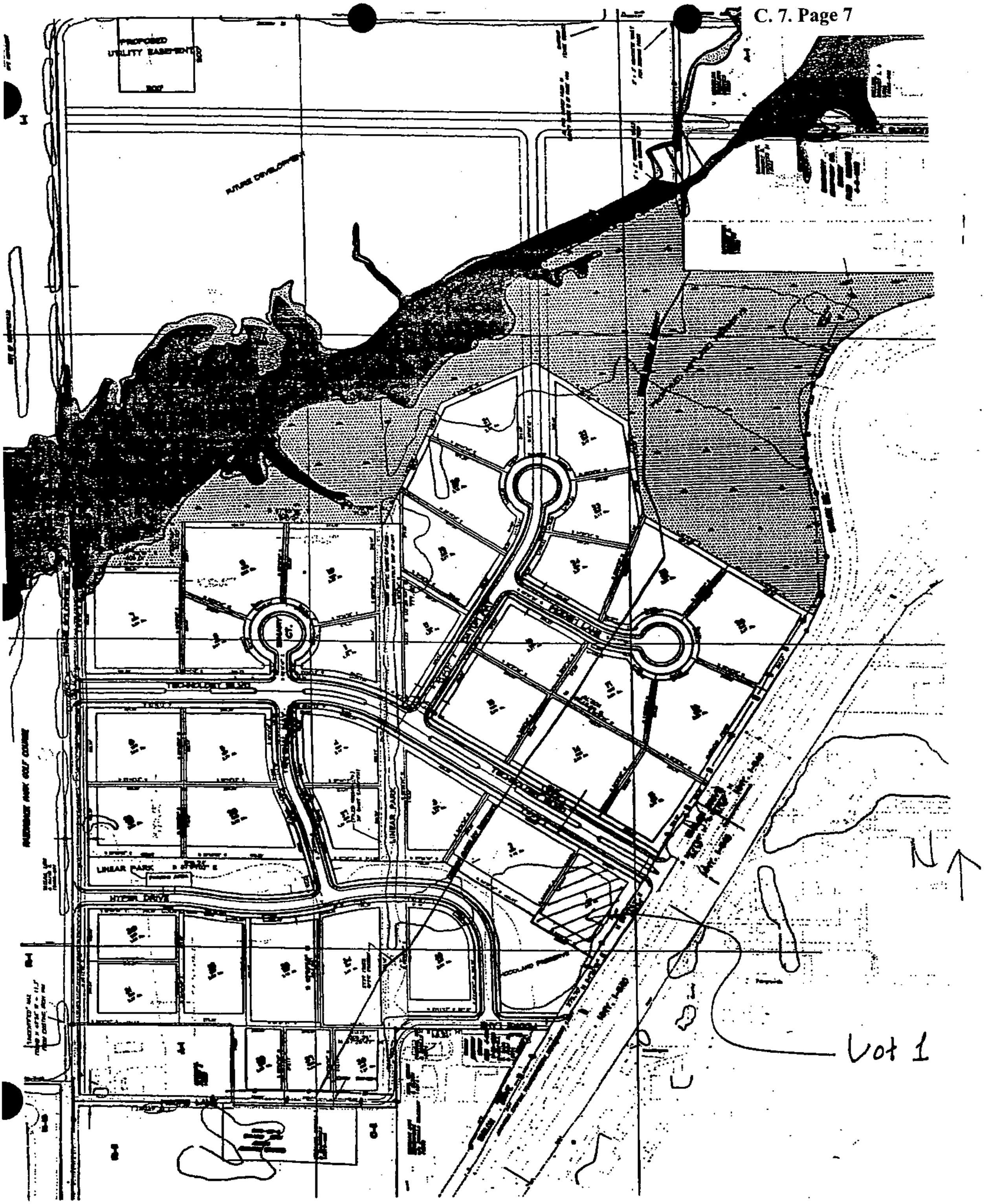
Interface Computer Center, L. L. C., under the name of Cache Investments and/or Assigns, has offered to buy Lot 1 of the AR Research and Technology Park. Lot 1 consists of 2.5 acres and has frontage both to Shiloh Drive and to Technology Boulevard. The purchase price is $93,750.00 which is $37,500.00 per acre. Purchasers have requested a first right of refusal on Lot 2.

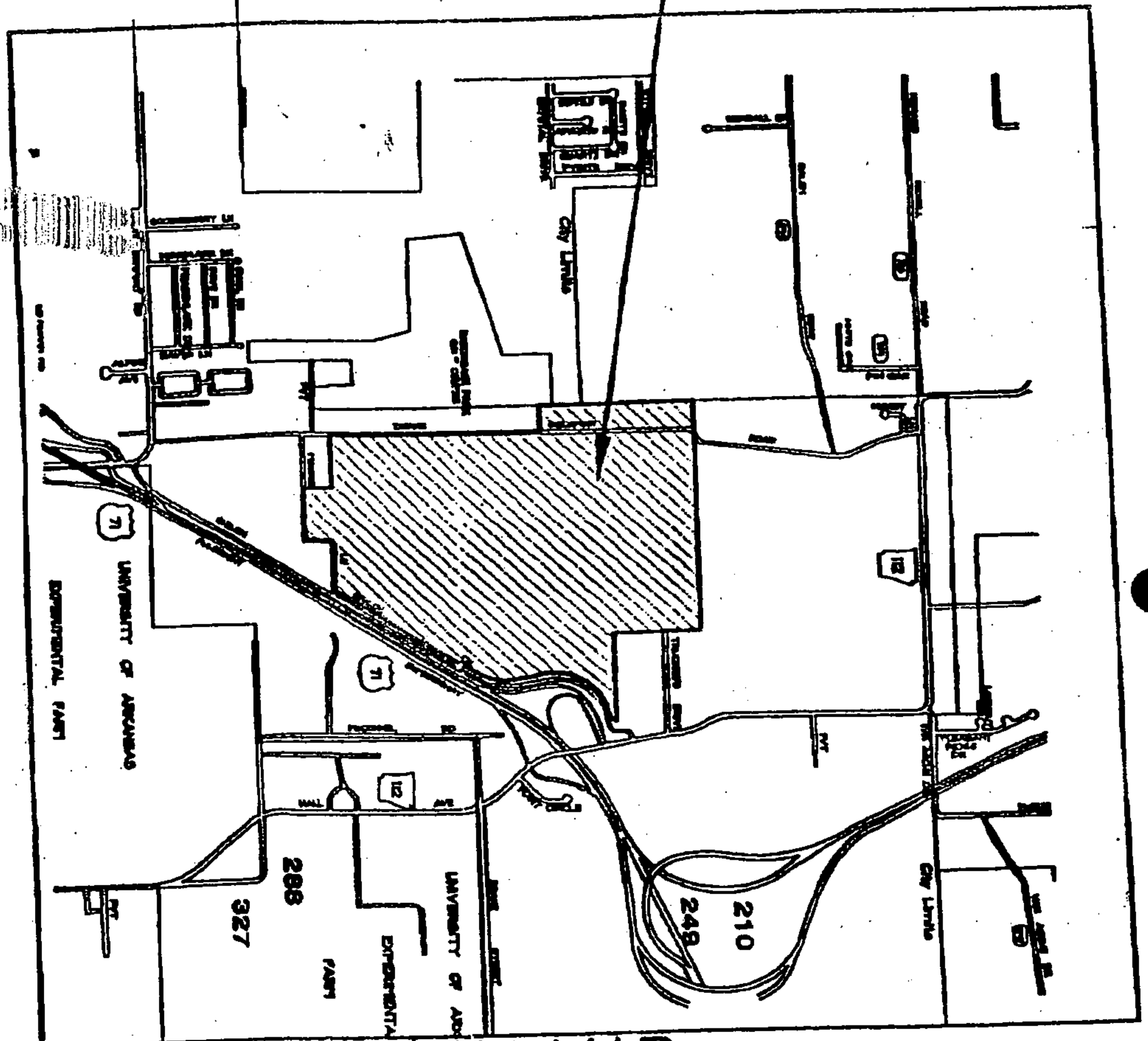
Staff Recommendation: Staff recommends approval of the real estate sales contract for Lot 1 and the first right of refusal for Lot 2.

Background: Interface Computers is the first company which expressed an interest in locating in the Arkansas Research and Technology Park. Their company, headed by Jeremy Webb, Matt Romine, and Scott Mills, began in Fayetteville in 1994. From their start-up of three employees, the company has grown to 17 employees. The SBA chose this local company to receive the 1999 Young Entrepreneur of the Year Award for the State of Arkansas and for a five-state region. The company has exceeded its projections for numbers of employees in 1999 and estimates that over the next two years, they will grow to over 20 employees with an annual payroll of $1/2 million and revenues of $3-4 million.

The City has worked with Interface Computers to find a site which will be suitable for the growth and expansion of their business. Due to the presence of wetlands on a portion of the project, engineers have redesigned the Park from earlier versions and created a lot which is acceptable to Interface Computers. As Interface has already selected one lot and additional site preparation will be required for Lot 1, a credit of $13,000 has been offered to offset the additional site preparation costs. The preliminary plat for the subdivision is currently under review by the Planning Commission and public hearings are scheduled for December 2, 1999 at 8:30 a.m. in Room 111 of City Hall and December 13, 1999 at 5:30 p.m. in Room 219 of City Hall.


PROPOSED
UTILITY EASEMENT
FUTURE DEVELOPMENT
LINEAR PARK
HYDRA DRIVE
Lot 1

PROJECT LOCATION


UNIVERSITY OF ARKANSAS
EXPERIMENTAL FARM
271
15
412
Cherry Lane
Old Missouri Pacific Railroad
Arkansas River
Poplar
Rock Creek
Rock Creek Rd
Old Missouri Pacific Railroad
Old Little
Little
Rock
Rd
Rock
Creek
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Rock
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Rd
Rock
Creek

Real Estate Contract (Commercial)

NICKLE-HILL GROUP, INC.

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Arkansas REALTORS® Association

Form Serial Number: 32ADM-10WQJJ-0DD01

1. PARTIES: Cache Investments and/or Assigns (individually, or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from City of Fayetteville (individually or collectively, the "Seller"), the property described in Paragraph 2 of this Real Estate Contract (the "Property").

2. LEGAL DESCRIPTION AND ADDRESS:
Lot 1, Research and Technology Park, Fayetteville, AR, being more particularly described as commencing at the northwest corner or Section 33, Township 17 North, Range 30 West, thence S87°19'24"E 330 feet, thence S02°28'10" 1816.05 feet, thence S02°28'11"W 2480.65 feet, thence S87°18'01"E 1952.09 feet, to the west Right of Way of I-540, thence following said Right of Way N34°22'18"E 353.24 feet to the True Point of Beginning; thence N55°37'26"W 288.7 feet, thence N34°22'52"E 375.00 feet, thence S55°37'26"E 288.64 feet, to the West Right of Way of I-540, thence following said Right of Way S34°22'18"W 375.00 feet to the Point of Beginning and containing 2.50 acres, more or less, and being subject to all Rights of Way and Easements of Record or Intent.

3. PURCHASE PRICE: Buyer shall pay the following to the Seller for the Property (the "Purchase Price") $ 93,750.00 payable as follows:
Cash at Closing

4. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to Buyer by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY.**

5. TITLE INSURANCE: Within 90 days of acceptance, Seller shall furnish to Buyer a commitment for an American Land Title Association (ALTA) owner's title insurance policy in the amount of the purchase price issued by a company of Seller's choice authorized to insure title to real property in the State of Arkansas and which company is reasonably acceptable to Buyer.

Where the title commitment shows special exceptions to title other than those standard exceptions contained in the ALTA commitment form, and where such special exceptions relate to restrictions, conditions, defects or other matters which would interfere with Buyer's use or adversely affect the value of the premises, then within 20 days of delivery of the title commitment, Buyer shall deliver written notice thereof to Seller. Such notice shall state specifically those exceptions to which Buyer objects. All objections not specifically enumerated within such a timely delivered notice shall be deemed to be waived by Buyer.

Within 20 days of Buyer's delivery of notice of objections to Seller, Seller may cure such objections or have the exceptions waived or removed by the title company issuing the commitment. If, within such 20 day period, Seller fails to cure and/or have waived such objections and exceptions, or within that period, Seller delivers written notice to Buyer that it will not so cure, then within 20 days from delivery of such notice from Seller or the end of the period within which Seller may cure (whichever is applicable), Buyer shall have the option to:

a. Terminate this agreement by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or
b. Agree to purchase the Property as scheduled subject to such objections and exceptions with no reduction in the purchase price; or
c. Agree to extend the closing date for 30 days to give Seller additional time to cure such objections. If Buyer fails to deliver notice of termination or grant an extension of the closing date within that period, the objections shall be deemed to be waived and the transaction shall close as scheduled.

Seller shall furnish the committed owner's title insurance policy as soon as practicable after closing, and shall pay all expenses related to the owner's title insurance policy.

6. EARNEST MONEY: Buyer herewith tenders a check for $ 500.00 to be deposited upon acceptance as earnest money (the "Earnest Money") which shall apply toward the Purchase Price or closing costs. Earnest money shall be held in escrow by Nickle-Hill Group, Inc. If title requirements are not fulfilled or if those contingencies providing for an Earnest Money refund are not satisfied, the earnest money shall be promptly refunded to Buyer. If Buyer fails to fulfill its obligations under this Real Estate Contract or if, after all conditions have been met, Buyer fails to close this transaction, the earnest money may, at the sole and exclusive option of the Seller, be retained by the Seller as liquidated damages. Alternatively, Seller may return the Earnest Money and assert all legal or equitable rights which may exist as a result of Buyer breaching this Real Estate Contract. Buyer warrants, represents and acknowledges that the check tendered will be honored upon presentation to Buyer's bank, and that Buyer shall be in default of this Real Estate Contract if the check is not honored in a timely manner. Buyer and Seller agree that, in the event of any dispute concerning entitlement to the Earnest Money, Listing Agent Firm may interplead the Earnest Money into a court of competent jurisdiction, and upon such interpleader, both Listing Agent Firm and Selling Agent Firm shall be released from liability to Buyer and Seller. Listing Agent Firm shall be reimbursed any attorneys fees or costs from the interplead Earnest Money.

Real Estate Contract (Commercial)

NICKLE-HILL GROUP, INC.

Copyright 99 Arkansas REALTORS® Association

Form Serial Number: 32ADM-10WQJJ-0DD01

1. PARTIES: Cache Investments and/or Assigns (individually, or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from City of Fayetteville (individually or collectively, the "Seller"), the property described in Paragraph 2 of this Real Estate Contract (the "Property").

2. LEGAL DESCRIPTION AND ADDRESS:
Lot 1, Research and Technology Park, Fayetteville, AR, being more particularly described as:Northwest Corner of section 33, Township 17 North, Range 30 West, thence S 02 28'10" W 1816.05 feet, thence S 02 28'11 W 2480.65 feet, thence S 87 18'01" E 195.09 feet to the west Right of Way of I-540, thence following said Right of Way N 24 22'18" E 353.24 feet to the True Point of Beginning; Thence N 55 37'26" E 288.64 feet to the West Right of Way of I-540, Thence following said Right of Way S 3422'128" W 375.00 feet to the point of Beginning

3. PURCHASE PRICE: Buyer shall pay the following to the Seller for the Property (the "Purchase Price") $ 93,750.00 payable as follows:
Cash at Closing

4. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to Buyer by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements if any, which do not materially affect the value of the Property. Unless expressly reserved herein, SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY.

5. TITLE INSURANCE: Within 90 days of acceptance, Seller shall furnish to Buyer a commitment for an American Land Title Association (ALTA) owner's title insurance policy in the amount of the purchase price issued by a company of Seller's choice authorized to insure title to real property in the State of Arkansas and which company is reasonably acceptable to Buyer.

Where the title commitment shows special exceptions to title other than those standard exceptions contained in the ALTA commitment form, and where such special exceptions relate to restrictions, conditions, defects or other matters which would interfere with Buyer's use or adversely affect the value of the premises, then within 20 days of delivery of the title commitment, Buyer shall deliver written notice thereof to Seller. Such notice shall state specifically those exceptions to which Buyer objects. All objections not specifically enumerated within such a timely delivered notice shall be deemed to be waived by Buyer.

Within 20 days of Buyer's delivery of notice of objections to Seller, Seller may cure such objections or have the exceptions waived or removed by the title company issuing the commitment. If, within such 20 day period, Seller fails to cure and/or have waived such objections and exceptions, or within that period, Seller delivers written notice to Buyer that it will not so cure, then within 20 days from delivery of such notice from Seller or the end of the period within which Seller may cure (whichever is applicable), Buyer shall have the option to:

a. Terminate this agreement by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or
b. Agree to purchase the Property as scheduled subject to such objections and exceptions with no reduction in the purchase price; or
c. Agree to extend the closing date for 30 days to give Seller additional time to cure such objections. If Buyer fails to deliver notice of termination or grant an extension of the closing date within that period, the objections shall be deemed to be waived and the transaction shall close as scheduled.

Seller shall furnish the committed owner's title insurance policy as soon as practicable after closing, and shall pay all expenses related to the owner's title insurance policy.

6. EARNEST MONEY: Buyer herewith tenders a check for $ 500.00 to be deposited upon acceptance as earnest money (the "Earnest Money") which shall apply toward the Purchase Price or closing costs. Earnest money shall be held in escrow by Nickle-Hill Group, Inc. If title requirements are not fulfilled or if those contingencies providing for an Earnest Money refund are not satisfied, the earnest money shall be promptly refunded to Buyer. If Buyer fails to fulfill its obligations under this Real Estate Contract or if, after all conditions have been met, Buyer fails to close this transaction, the earnest money may, at the sole and exclusive option of the Seller, be retained by the Seller as liquidated damages. Alternatively, Seller may return the Earnest Money and assert all legal or equitable rights which may exist as a result of Buyer breaching this Real Estate Contract. Buyer warrants, represents and acknowledges that the check tendered will be honored upon presentation to Buyer's bank, and that Buyer shall be in default of this Real Estate Contract if the check is not honored in a timely manner. Buyer and Seller agree that, in the event of any dispute concerning entitlement to the Earnest Money, Listing Agent Firm may interplead the Earnest Money into a court of competent jurisdiction, and upon such interpleader, both Listing Agent Firm and Selling Agent Firm shall be released from liability to Buyer and Seller. Listing Agent Firm shall be reimbursed any attorneys fees or costs from the interpleaded Earnest Money.

Real Estate Contract
(Commercial)
Page 2 of 5

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Form Serial Number: 32ADM-10WQJJ-0DD01

7. SURVEY: (Check one)
- ☐ A. No survey shall be provided.
- ☒ B. A current survey, certified subsequent to acceptance by a registered land surveyor, will be provided to Buyer by Seller within 60 days after acceptance and paid for by: ☐ Buyer ☒ Seller. (See Paragraph 16 for any specific survey requirements.)
- ☐ C. Other:

_____
_____
_____
_____

8. PRORATIONS: Taxes and special assessments due on or before closing shall be paid by Seller. Any deposits on rental property are to be transferred to Buyer at closing. Insurance, general taxes and special assessments, rental payments and interest on any assumed loan shall be prorated as of closing, unless otherwise specified herein.

9. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the purchase price.

10. CLOSING: Closing shall occur at such time as mutually agreed by the parties, provided that the date shall be no later than (month) January (day) 31, (year) 2000 unless such requirement is waived in writing by both parties and a new date substituted therefor. Unless otherwise agreed by Buyer and Seller, transaction costs will be paid by the party indicated below.

Seller:	Buyer:
Title Examination or search fees	Recording fees
Premium for owner's title insurance policy	Premium for mortgagee's title insurance policy
Preparation of conveyance documents	Preparation of loan documents
One-half of escrow fees	One-half of escrow fees
One-half of documentary stamps	One-half of documentary stamps
Other charges as customarily paid by Seller	Other charges customarily paid by Buyer
IRS Notification form	

11. POSSESSION: Possession of the Property shall be delivered to Buyer: (Check one)
- ☒ A. Upon the closing date
- ☐ B. Other, as follows:

_____
_____
_____

12. SELLER PROPERTY DISCLOSURE: (Check one)
- ☒ A. Not Applicable
- ☐ B. Buyer and Seller acknowledge that upon the authorization of Seller, either the Selling Agent Firm or the Listing Agent Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts the Buyer's Disclaimer of Reliance set forth in Paragraph 15 of this Real Estate Contract. The written disclosure prepared by Seller is dated (month) _____ (day) _____, (year) _____ and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are true, correct, and complete to the best of the Seller's knowledge.
- ☐ C. Seller will provide to Buyer a written disclosure about the condition of the Property which will contain information that is true and correct to the best of the Seller's knowledge. The disclosure shall be presented to Buyer within _____ days after the acceptance of this Real Estate Contract. If Seller fails to provide the disclosure as specified above, Buyer may declare this Real Estate Contract null and void, with Buyer to receive a refund of the earnest money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared null and void by the Buyer, with Buyer to receive a refund of the earnest money. Receipt of this disclosure neither limits nor restricts in any way the Buyer's Disclaimer of Reliance set forth in Paragraph 15 of this Real Estate Contract.

13. ENVIRONMENTAL REPRESENTATION: Seller hereby represents to Buyer that to the best of Seller's knowledge (unless otherwise disclosed herein):
- a. the Property is not the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination;
- b. Seller has received no notice of any claim or violation of any law or regulation having to do with environmental protection;
- c. No hazardous or toxic substances have been stored, processed, or disposed of on the property during the period that Seller has owned the Property;
- d. No underground storage tanks are located on the property.

14. TERMITE CONTROL REQUIREMENTS: (Check one)
- ☒ A. None
- ☐ B. Seller shall provide prior to closing, at Seller's expense, a current termite control policy issued by a licensed operator, satisfactory to Buyer.

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Form Serial Number: 32ADM-10WUBG-0DD03

15. BUYER'S DISCLAIMER OF RELIANCE: BUYER CERTIFIES THAT BUYER HAS PERSONALLY INSPECTED OR WILL PERSONALLY INSPECT, OR HAS HAD OR WILL HAVE A REPRESENTATIVE INSPECT, THE PROPERTY AS FULLY AS BUYER DESIRES AND IS NOT RELYING AND SHALL NOT HEREAFTER RELY UPON ANY WARRANTIES, REPRESENTATIONS OR STATEMENTS OF THE LISTING AGENT FIRM, THE SELLING AGENT FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, REGARDING THE AGE, SIZE, QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, ELECTRICAL OR MECHANICAL SYSTEMS, PLUMBING OR APPLIANCES, OTHER THAN THOSE SPECIFIED HEREIN, IF ANY, WHETHER OR NOT ANY EXISTING DEFECTS IN ANY SUCH REAL OR PERSONAL PROPERTY MAY BE REASONABLY DISCOVERABLE BY BUYER OR A REPRESENTATIVE HIRED BY BUYER. NEITHER LISTING AGENT FIRM NOR SELLING AGENT FIRM CAN GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING AGENT FIRM AND SELLING AGENT FIRM STRONGLY URGE THAT STATUS OF TITLE, PROPERTY CONDITION, QUESTIONS OF SURVEY AND ALL REQUIREMENTS OF SELLER AND BUYER HEREUNDER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED.

16. CONTINGENCIES: Buyer's offer to purchase the Property is expressly contingent upon Buyer's satisfaction of the contingencies checked below within the deadline indicated for each contingency. Buyer shall notify Seller in writing when the contingencies are satisfied. If Buyer fails to provide such written notice before the indicated deadline that a contingency checked below has been satisfied, then this Real Estate Contract shall be void and the earnest money shall be refunded to Buyer, and Buyer and Seller shall have no further obligation to each other. Contingencies (check all that apply):

- ☒ A. Obtain satisfactory financing, at Buyer's sole discretion, within 45 days after acceptance.
- ☒ B. Obtain satisfactory results of a feasibility study, at Buyer's sole discretion, within 30 days after acceptance.
- ☐ C. Obtain satisfactory results of a property inspection, at Buyer's sole discretion, within _____ days after acceptance.
- ☒ D. Obtain satisfactory results of an environmental report, at Buyer's sole discretion, within 30 days after acceptance.
- ☐ E. Obtain satisfactory rezoning, platting, replatting, or zoning verification, at Buyer's sole discretion, within _____ days after acceptance.
- ☒ F. Obtain approval of Buyer's Large Scale Development plan from City Planning
  within 75 days after acceptance.
- ☒ G. Buyer's approval of review of Technology Park covenants
  within 30 days after acceptance.
- ☐ H. _____
  within _____ days after acceptance.

Additional requirements related to any of above contingencies:

Specific Survey requirements (see Paragraph 7):

Special Conditions:

Seller will credit Buyer $13,000.00 to offset additional expenses of Buyer to accommodate change of Buyer's site to current location. ~~Seller will grant Buyer a 2 year option to purchase proposed Lot 2, Phase I, adjoining subject lot at the same per acre price.~~ **Seller will grant Buyer a first right of refusal on the purchase of Lot 2, Phase I.** Seller will provide all public utilities (water, sewer, electricity, natural gas) to the site no later than Junly 15, 2000. Seller will pay Buyer's Agent a sales fee of $7,500.00 for this transaction ~~and will pay Buyer's Agent a sales fee of $10,200.00 if Buyer exercises option to purchase Lot 2.~~ **Seller agrees to negotiate a sales fee with the Buyer's Agent if Lot 2 is purchased by the Buyer.**

Seller asserts and buyer hereby acknowledges that this offer is expressly contingent upon the approval of this offer of sale by the City Council of Fayetteville and that the failure of the Council to so approve will make all portions of this offer null and void, including, but not limited to, the return to the buyer of the $500.00 earnest money deposit.

Real Estate Contract (Commercial)

NICKLE-HILL GROUP, INC.

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Form Serial Number: 32ADM-10WUBG-0DD03

15. BUYER'S DISCLAIMER OF RELIANCE: BUYER CERTIFIES THAT BUYER HAS PERSONALLY INSPECTED OR WILL PERSONALLY INSPECT, OR HAS HAD OR WILL HAVE A REPRESENTATIVE INSPECT, THE PROPERTY AS FULLY AS BUYER DESIRES AND IS NOT RELYING AND SHALL NOT HEREAFTER RELY UPON ANY WARRANTIES, REPRESENTATIONS OR STATEMENTS OF THE LISTING AGENT FIRM, THE SELLING AGENT FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, REGARDING THE AGE, SIZE, QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, ELECTRICAL OR MECHANICAL SYSTEMS, PLUMBING OR APPLIANCES, OTHER THAN THOSE SPECIFIED HEREIN, IF ANY, WHETHER OR NOT ANY EXISTING DEFECTS IN ANY SUCH REAL OR PERSONAL PROPERTY MAY BE REASONABLY DISCOVERABLE BY BUYER OR A REPRESENTATIVE HIRED BY BUYER. NEITHER LISTING AGENT FIRM NOR SELLING AGENT FIRM CAN GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING AGENT FIRM AND SELLING AGENT FIRM STRONGLY URGE THAT STATUS OF TITLE, PROPERTY CONDITION, QUESTIONS OF SURVEY AND ALL REQUIREMENTS OF SELLER AND BUYER HEREUNDER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED.

16. CONTINGENCIES: Buyer's offer to purchase the Property is expressly contingent upon Buyer's satisfaction of the contingencies checked below within the deadline indicated for each contingency. Buyer shall notify Seller in writing when the contingencies are satisfied. If Buyer fails to provide such written notice before the indicated deadline that a contingency checked below has been satisfied, then this Real Estate Contract shall be void and the earnest money shall be refunded to Buyer, and Buyer and Seller shall have no further obligation to each other. Contingencies (check all that apply):

- ☒ A. Obtain satisfactory financing, at Buyer's sole discretion, within 45 days after acceptance.
- ☒ B. Obtain satisfactory results of a feasibility study, at Buyer's sole discretion, within 30 days after acceptance.
- ☐ C. Obtain satisfactory results of a property inspection, at Buyer's sole discretion, within _____ days after acceptance.
- ☒ D. Obtain satisfactory results of an environmental report, at Buyer's sole discretion, within 30 days after acceptance.
- ☐ E. Obtain satisfactory rezoning, platting, replatting, or zoning verification, at Buyer's sole discretion, within _____ days after acceptance.
- ☒ F. Obtain approval of Buyer's Large Scale Development plan from City Planning
  within 75 days after acceptance.
- ☒ G. Buyer's approval of review of Technology Park covenants
  within 30 days after acceptance.
- ☐ H. _____
  within _____ days after acceptance.

Additional requirements related to any of above contingencies:

Specific Survey requirements (see Paragraph 7):

Special Conditions:

Seller will credit Buyer $13,000.00 to offset additional expenses of Buyer to accommodate change of Buyer's site to current location. Seller will grant Buyer a 2 year option to purchase proposed Lot 2, Phase 1, adjoining subject lot at the same per acre price. Seller will provide all public utilities (water, sewer, electricity, natural gas) to the site no later than July 15, 2000. Seller will pay Buyer's Agent a sales fee of $7,500 for this transaction and will pay Buyer's Agent a sales fee of $10,200.00 if Buyer exercises option to purchase Lot 2.

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Form Serial Number: 32ADM-10WQJJ-0DD01

17. AGENCY: (Check one)

☐ A. LISTING AGENT FIRM AND SELLING AGENT FIRM REPRESENT SELLER: Buyer acknowledges that the Listing Agent Firm and the Selling Agent Firm and all licensees associated with those entities are the agents of the Seller and that it is the Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from the Buyer, the Selling Agent Firm, which may be the same as the Listing Agent Firm, verbally disclosed that the Selling Agent Firm represents the Seller.

☐ B. LISTING AGENT FIRM REPRESENTS SELLER AND SELLING AGENT FIRM REPRESENTS BUYER: Buyer and Seller acknowledge that the Listing Agent Firm is employed by the Seller and the Selling Agent Firm is employed by the Buyer. All licensees associated with the Listing Agent Firm are employed by, represent, and are responsible to the Seller. All licensees associated with the Selling Agent Firm are employed by, represent, and are responsible to the Buyer. Buyer acknowledges the Selling Agent Firm verbally disclosed that the Listing Agent Firm represents the Seller. Seller acknowledges the Listing Agent Firm verbally disclosed that the Selling Agent Firm represents the Buyer.

☐ C. LISTING AGENT FIRM AND SELLING AGENT FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER: Seller and Buyer hereby acknowledge and agree that the Listing and the Selling Agent Firm are the same and all licensees associated with the Listing and the Selling Agent Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and that Listing/Selling Agent Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer:

(i) agree that the Listing/Selling Agent Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party. This restriction excludes information related to defects in the Property which should, at Listing/Selling Agent Firms' discretion, be disclosed. Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price the Buyer is willing to pay that is higher than that offered in writing.

(ii) by selecting this option 17C, Buyer and Seller acknowledge that when Listing/Selling Agent Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Agent Firm.

(iii) waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Agent Firm representing both parties. Buyer and Seller acknowledge the Listing/Selling Agent Firm verbally disclosed that the Listing/Selling Agent Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.

☒ D. SELLING AGENT FIRM REPRESENTS BUYER (NO LISTING AGENT FIRM): Seller acknowledges that the Selling Agent Firm and all licensees associated with the Selling Agent Firm are the agents of the Buyer and that it is the Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact, the Selling Agent Firm verbally disclosed that the Selling Agent Firm represents the Buyer. Any reference to "Listing Agent Firm" in this Real Estate Contract will be considered to mean the Selling Agent Firm, both Buyer and Seller acknowledging that all agents involved in this Real Estate Contract only represent the Buyer.

18. RISK OF LOSS: If prior to closing of this transaction the improvements on the property shall be destroyed or materially damaged by fire or other casualty, this Real Estate Contract, at the option of the Buyer shall be null and void. If Buyer shall elect, in the event of such loss, that the Real Estate Contract shall be performed, Buyer shall be entitled to the proceeds of insurance applicable to the loss for use in repairing said loss.

19. GOVERNING LAW: This Real Estate Contract shall be governed by the laws of the State of Arkansas.

20. MERGER CLAUSE: This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between the Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Agent Firm or Selling Agent Firm.

21. ASSIGNMENT: This Real Estate Contract may not be assigned by Buyer without the prior written consent of Seller, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.

22. ACCEPTANCE: The term "acceptance" as used herein shall mean the later of the two dates on which this Real Estate Contract is signed by Seller or Buyer, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties hereto. If any date or deadline provided for herein falls on Saturday, Sunday, or a holiday, the applicable date shall be the next business day.

Real Estate Contract (Commercial)

NICKLE-HILL GROUP, INC.

Copyright 99 Arkansas REALTORS® Association

13. EXPIRATION: This Real Estate Contract expires if not accepted in writing by Seller on or before (month) November (day) 30, (year) 1999 at 5:00 PM (am)(pm).

THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT IS BEING EXECUTED PAST DECEMBER 31, 1999.

FORM SERIAL NUMBER: 32ADM-10WQJJ-0DD01

The above Real Estate Contract is executed by Buyer on (month) November (day) 18, (year) 1999 at 2:30 PM (am)(pm).

Nickle-Hill Group, Inc.	Bob Nickle	Jeremy Webb
Selling Agent Firm	Supervising Broker	Buyer
Bob Nickle	Jeremy Webb	
Selling Agent	Print Buyer's Name	Buyer

The above Real Estate Contract is executed by Seller on (month) _____ (day) _____, (year) _____ at _____ (am)(pm).

Seller agrees to pay Listing Agent Firm a fee equal to _____ for professional services rendered. If co-brokerage applies, said fee shall be divided _____% to Listing Agent Firm and _____% to Selling Agent Firm. If for any reason the earnest money provided for herein is forfeited by Buyer under the provision hereof, same shall be divided equally between Seller and Listing Agent Firm.

		Fred Hamm
Listing Agent Firm	Supervising Broker	Seller
Listing Agent	Print Seller's Name	Seller

STAFF REVIEW FORM

XX AGENDA REQUEST
_____ CONTRACT REVIEW
_____ GRANT REVIEW

For the Fayetteville City Council meeting of March 6, 2001

FROM:

Mayor Coody	Mayor	General Government
Name	Division	Department

ACTION REQUIRED:
Consideration of a claim by Bekka Development for lost parking space revenue in conjunction with the Town Center. If the claim is approved, approval of a budget adjustment to fund the approved claim is also requested.

COST TO CITY:

$3,230.00	19,152.00	Services & Charges
Cost of this Request	Category/Project Budget	Category/Project Name
5600-9600-5308-00	5,002.00	
Account Number	Funds Used To Date	Program Name
	14,150.00	Town Center
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item _X_ Budget Adjustment Attached

Budget Manager — Administrative Services Director

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

Marsha Farthing — Accounting Manager — 2/23/01 Date
Internal Auditor — Date
City Attorney — Date
ADA Coordinator — Date
Purchasing Officer — Date

STAFF RECOMMENDATION:

Division Head — Date
Department Director — Date
Administrative Services Director — Date
Mayor — Date

Cross Reference

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

Prev Ord/Res #:_____

Orig Contract Date:_____

Orig Contract Number:_____

FAYETTEVILLE

CITY OF FAYETTEVILLE, ARKANSAS

To: City Council

From: Mayor Dan Coody

Date: February 22, 2001

Subject: Bekka Development Co. - Parking Cost

Bekka Development Co. is requesting reimbursement for revenue shortfall on their rental parking spaces. Their invoice number 2933, dated February 21, sets out the costs as follows:

Parking Costs - 7/00 thru 12/00	$ 3,230.00

City Council previously authorized payment of parking cost to Bekka Development with resolution number 85-00. This request is for authorization for the invoice presented and authorization to reimburse for future invoices presented for parking revenue lost through June 30, 2001 or the opening of the parking area in the Town Center set aside for Bekka Development whichever is later.

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

BEKKA DEVELOPMENT CO.

One West Mountain Street
Fayetteville, AR 72701

Invoice

DATE	INVOICE NO.
2/21/2001	2933

BILL TO

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

P.O. NO.	TERMS	MONTH
	Net on receipt	

DESCRIPTION	AMOUNT
Unrecovered parking costs 7/00-12/00	3,230.00
Total	**$3,230.00**

BEKKA DEVELOPMENT CO.

PARKING PROFIT AND LOSS SCHEDULE

JULY 2000 through December 2000

DATE	JULY 2000	AUGUST 2000	SEPTEMBER 2000	OCTOBER 2000	NOVEMBER 2000	DECEMBER 2000	TOTAL
PARKING COSTS FOR 32 SPACES AT $35.00 EACH	$ 1,120.00	$1,120.00	$1,120.00	$1,120.00	$1,120.00	$1,120.00	**$ 6,720.00**
ACTUAL COSTS RECOVERED	$ 450.00	$ 500.00	$ 475.00	$ 705.00	$ 680.00	$ 680.00	**$ 3,490.00**
UNRECOVERED COSTS; I.E., LOSSES	$ 670.00	$ 620.00	$ 645.00	$ 415.00	$ 440.00	$ 440.00	**$ 3,230.00**

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department:	General Government	Date Requested	Adjustment #
2001	Division:	Town Center Construction	March 6, 2001	
	Program:	Town Center Construction		

Project or Item Requested:

Funding of $11,776 for the settlement with Bekka Development for legal fee reimbursement and for parking space lost revenue.

Project or Item Deleted:

None. Recognition of Interest income.

Justification of this Increase:

The request is to fund the claim submitted by Bekka Development.

Justification of this Decrease:

Sufficient cash and investments exist to fund this request.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Legal Services	8,546	5600	9600		5314	01		
Rent	3,230	5600	9600		5308	00		

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Interest-CMT-A&P Transf	11,776	5600	0960		6708	98		

Approval Signatures

Requested By	Date
Budget Manager	2-22-01 Date
Department Director	Date
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type: A B C (D) E

Date of Approval _____

Posted to General Ledger _____ _____

Posted to Project Accounting _____ _____

Entered in Category Log _____ _____

Blue Copy: Budget & Research / Yellow Copy: Requester

C: DATA\FORMS BA-ADJ BA_01004.WK4

RESOLUTION NO. 85-00

MICROFILMED

A RESOLUTION AUTHORIZING PAYMENT OF LOST PARKING SPACE REVENUE, THROUGH JUNE 2000, IN CONJUNCTION WITH THE TOWN CENTER TO BEKKA DEVELOPMENT IN THE AMOUNT OF $6,135.

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

Section 1. That the City Council hereby authorizes payment of lost parking space revenue, through June 2000, in conjunction with the Town Center to Bekka Development in the amount of $6,135. A copy of the invoice is attached hereto marked Exhibit "A" and made a part hereof.

PASSED AND APPROVED this 20th day of June, 2000.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

STAFF REVIEW FORM

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of August 15, 2000

FROM:

John Maguire — Name
_____ — Division
Administration — Department

ACTION REQUIRED: Consideration of a claim by Bekka Development for legal expenses in conjunction with the Town Center. A claim for parking rental revenue was approved at the June 20, 2000 meeting of the Fayetteville City Council. If the claim is approved, approval of a budget adjustment to fund the approved claim is also requested.

COST TO CITY:

$8,545.35 — Cost of this Request
$19,152 — Category/Project Budget
Services and Charge — Category/Project Name

5600-9600-5314-01 — Account Number
5001 — Funds Used To Date
Town Center — Program Name

_____ — Project Number
14,151 — Remaining Balance
_____ — Fund

BUDGET REVIEW: ____ Budgeted Item x Budget Adjustment Attached

Budget Coordinator
Administrative Services Director

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

Accounting Manager — Date
ADA Coordinator — Date

City Attorney — Date
Internal Auditor — Date

Purchasing Officer — Date
Grant Officer — Date

STAFF RECOMMENDATION:

Division Head — Date
Department Director — Date: 8/2/00

Admin. Svcs Director — Date

Mayor — Date

Cross Reference

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

Prev Ord/Res #: _____

Orig Contract Date: _____

STAFF REVIEW FORM

cription_____ Meeting Date_____

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

ADA Coordinator

Reference Comments:

Internal Auditor

Reference Comments:

Grants Offcier

Reference Comments:

RE
JUL 28 2000

BDC

BEKKA DEVELOPMENT CO.

EXECUTIVE SQUARE, ONE WEST MOUNTAIN, FAYETTEVILLE, AR 72701
(501) 442-7672 FAX (501) 442-4580

June 27, 2000

City of Fayetteville
Attn: Hon. Fred Hanna, Mayor
113 W. Mountain
Fayetteville, AR 72701

Dear Mayor Hanna:

In accordance with our lease agreement and further to my letter of May 25, 2000, we are submitting an updated invoice for legal fees related to the leased premises. As you may have heard, Judge Gunn denied our motion for the plaintiff in the Town Center Lawsuit to pay defendant legal fees.

Please remit promptly to:

Bekka Development Company
One West Mountain
Fayetteville, AR 72701

Thank you for your attention to this matter.

Yours truly,

John Bradberry
Vice President-Bekka Development Co.

cc: Mr. E.G. Bradberry, President Bekka Development Co.
Mrs. Dianne Boyd, Secretary Bekka Development Co.

BEKKA DEVELOPMENT CO.

One West Mountain Street
Fayetteville, AR 72701

Invoice

DATE	INVOICE NO.
7/27/2000	2561

BILL TO

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

P.O. NO.	TERMS	MONTH
	Net on receipt	

DESCRIPTION	AMOUNT
Legal Costs-Davis,Cox & Wright 8/99-5/00	**8,545.35**
Total	**$8,545.35**

Davis, Cox & Wright PLC
Customer Balance Detail

Type	Date	Num	Account	Class	Amount
Bekka Corp.					
Williams, et al v city of Fayettv & Bekka					
Invoice	8/31/99	1474	2021-A/R	WJB	811.50
Invoice	9/30/99	1655	2021-A/R	WJB	836.00
Invoice	10/26/99	1813	2021-A/R	WJB	1,012.40
Invoice	11/29/99	1998	2021-A/R	WJB	480.00
Invoice	12/30/99	2212	2021-A/R	WJB	2,670.25
Invoice	1/31/00	2361	2021-A/R	WJB	1,220.20
Invoice	2/29/00	2525	2021-A/R	WJB	450.00
Invoice	3/30/00	2722	2021-A/R	WJB	345.00
Invoice	4/27/00	2892	2021-A/R	WJB	585.00
Invoice	5/31/00				135.00
					$8,545.35

LEASE AGREEMENT

Agreement made this 22nd day of October, 1998, by and between BEKKA Development Company, an Arkansas Corporation, with offices at One West Mountain Street, Fayetteville, Arkansas 72701, (hereinafter called "Lessor"), and the City of Fayetteville, Arkansas, a municipal corporation, with offices at 113 West Mountain Street, Fayetteville, Arkansas 72701, (hereinafter called "Lessee").

WHEREAS, the City of Fayetteville desires to revitalize its Downtown by building a Town Center with a Plaza connected to the Fayetteville Square; and,

WHEREAS, BEKKA Development Company is also interested in revitalizing Downtown Fayetteville; and,

WHEREAS, BEKKA Development Company recognizes that its property is much more valuable than indicated by the terms of this Lease Agreement; nevertheless, is willing to lease the hereinafter described property, under the terms and conditions specified herein; and,

WHEREAS, the plans contemplate the conversion of an entire tract of Lessor's property to use as an entrance plaza to the Town Center, which may materially and adversely impact Lessor's adjacent developed lots to the east and west of the intended plaza, and will preclude integrated development of Lessor's combined tracts fronting the Fayetteville Square; and,

WHEREAS, while the City could exercise its power of eminent domain to acquire Lessor's property, both parties wish to avoid the uncertainties and potential expense of condemnation proceedings, as well as the threat such proceedings could hold for either the project itself or the value to Lessor of this and its adjacent lots.

NOW, THEREFORE, IN CONSIDERATION of the rents, promises, recitals and mutual covenants contained herein, the Lessor and Lessee hereby agree as follows:

1. **LEASED PREMISES.** Lessor hereby lets, leases and demises unto Lessee, without representations as to physical condition or suitability, subject to the terms and conditions contained herein, the following described property situated in Washington County, Arkansas:

> Lots Two (2) and Three (3) in Block Thirty (30) in the Original Plat of the Town (now City) of Fayetteville, Arkansas, and part of Lot 4 West of Lot 3 to the existing walkway edge, a distance of approximately 15'.

To have and hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms and conditions contained herein.

2. **TERM.** This lease shall commence upon the effective date hereof and shall extend for a term of twenty-five (25) years. Lessee shall have the option to extend said lease in five (5) year increments, on an Evergreen basis, rent to continue as set forth in paragraph 7, if Lessee is not in default. It is the specific intent of the parties that this lease be one of perpetual renewal at the option of the Lessee so long as Lessee is not in default.

BK

3. **DESIGN.** Lessor agrees to allow Lessee to construct a Town Plaza in substantially the same design as shown in the architectural drawing attached hereto as Exhibit "A". Before and after initial construction, any substantial changes to the design as shown in Exhibit "A", must be approved by the Lessor in writing prior to construction. Lessor shall not unreasonably withhold such approval.

4. **ASSIGNMENT.** Lessee shall not assign this lease or sublet the leased premises or any part thereof without prior written consent of the Lessor.

5. **POSSESSION.** Lessee may take possession of the leased premises when Lessor has given final approval of Lessee's plans for the improvements to be made to the Leased Premises as set forth in paragraph 3 above and, when a construction contract for the Town Center Project, which will be located south of the Leased Premises, has been entered into.

6. **COSTS, UTILITIES AND LIABILITY.** All costs, utilities, and liability of and for the plaza and connecting areas, steps, and tie ins shall be borne by the Lessee.

7. **RENT.** As partial consideration, in addition to the terms, conditions and covenants hereof, Lessee agrees to pay Lessor the sum of one hundred twenty thousand dollars ($120,000.00) upon possession and one dollar ($1.00) per year during the term or any extended terms, hereof.

8. **TAXES.** Lessee shall pay any and all ad valorem taxes, fees and assessments levied against said premises during the term of this lease; including, but not limited to, real estate taxes, personal property taxes, sales taxes and off-street parking district taxes.

9. **PARKING.** Lessee shall at no cost to the Lessor provide and maintain a paved area adjacent to the Executive Square Office Building, underneath the Town Plaza, sufficient to accommodate 32 parking spaces. Said area shall be for the exclusive use of the Lessor and/or Lessor's Tenants and guests; however, when not in use by Lessor, said spaces may be utilized by the Lessee for public purposes. Lessee shall provide and maintain reasonable access which is satisfactory to the Lessor from the parking area provided to Lessor hereunder, to the premises to the east and west of the Leased Premises; and shall provide and maintain lighting, ventilation and upkeep of said parking area in a manner which is satisfactory to Lessor.

10. **USE.** Lessee shall use the Leased Premises for the purpose of building and operating a Town Plaza, which shall be the entrance from the south side of the Fayetteville Square to the Town Center, and for no other purpose or purposes without the written consent of Lessor.

11. **DEFAULT.** Lessor may declare a default by Lessee upon the following:

A. Lessee failing to pay any installment of rent and the failure continues for a period of 60 days after written notice to the Lessee.

B. Failure to comply with any other terms of this Lease Agreement, and not curing such failure within 60 days after written notice to the Lessee.

12. **REMEDIES.** Upon the occurrence of any default by the Lessee, which is not timely cured after written notice, Lessor may terminate this Lease Agreement and immediately enter upon

and take possession of the leased premises. Pursuit of said remedy shall not preclude pursuit of any other remedies herein provided, or provided by law. No waiver by Lessor or any violation or breach of any portion hereof shall be deemed or construed to constitute a waiver of any other violation or breach of the same or otherwise. Lessee shall pay any and all costs and expenses resulting from an event of default hereunder or incurred in the collection of any past due balances hereunder, including reasonable attorney fees, whether said attorney is in-house or not, and whether or not suit is brought.

13. **CONTINUING OBLIGATIONS.** Lessee shall bear all cost and expenses, directly or indirectly associated with the Leased Premises, including, but not limited to, any and all improvements, maintenance, up-keep, lighting, utilities, insurance, accidents, taxes, fees, assessments, cleaning, snow removal and trash removal, and shall defend, indemnify and hold Lessor harmless therefore. Lessee shall maintain the Leased Premises in a clean, attractive, healthful condition, and in accordance with all laws and ordinances. Lessee's obligations under this agreement shall continue and shall survive the expiration or termination hereof, until all obligations of the Lessee incurred hereunder have been met. Nothing herein is to be interpreted or intended as a waiver of the tort immunity granted Lessee under the law of the State of Arkansas.

14. **MISCELLANEOUS PROVISIONS.**

A. Lessee shall pay any and all costs and expenses associated with, directly or indirectly, the removing, relocating, replacing, providing, etc., any and all utilities, electrical service, heating and air-conditioning, water, sewer, steps, entrances, driveways, parking, etc., to or for the Leased Premises. Said removal, relocations, etc., shall be subject to Lessor's prior approval and shall be done with minimum disruption of services.

B. Lessee shall provide and maintain reasonable access from the Leased Premises (plaza and parking) to the premises east and west of the Leased Premises, to Lessor's satisfaction, including at least three (3) walkways from the plaza to the premises located to the west of the Leased Premises.

C. The rent provided in this lease shall not be used directly or indirectly in determining fair market value in any subsequent condemnation action regarding this property.

D. All risk and loss to the Leased Premises during the term or any extended terms hereof shall be borne by Lessee.

E. Upon termination of the lease, Lessee shall continue to provide Lessor reasonable ingress and egress to and from the Leased Premises across Lessee's property lying south of the Leased Premises. Said access is currently being afforded by a driveway/alley along the south edge of the Leased Premises from both East and Block Streets.

F. Lessee shall provide, at no cost to Lessor, during the term and any extended term hereof, reasonable space for trash/garbage disposal and pickup for use by Lessor and the occupants of the premises lying east and west of the Leased Premises.

15. **SUCCESSION.** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and permitted assigns.

16. **SEVERABILITY.** Each provision of this lease agreement is severable from all other provisions. In the event any court of competent jurisdiction determines that any provision is invalid or unenforceable for any reason, all remaining provisions shall remain in full force and effect and shall be construed to best effectuate the intent of the parties.

17. **INTERPRETATION.** This Lease Agreement shall be deemed to have been made under and shall be governed by the laws of the State of Arkansas in all respects, including without limitation, matters of construction, validity, performance and venue. Venue of any legal actions shall be in Washington County, Arkansas and the parties specifically waive any and all other.

18. **AUTHORIZATION.** The persons executing this agreement covenant and represent that they are duly authorized and empowered to do so on behalf of the party they purport to represent.

19. **LIABILITY.** Lessor shall not be liable to Lessee or any other party, person, or entity for damage, injury or loss of any kind arising from or associated with the Leased Premises, directly or indirectly, and Lessee shall defend, indemnify and hold Lessor and its officers, agents, employees, directors, and shareholders harmless therefrom. The Lessee shall be liable for any and all damages from their construction, development, and use of the Leased Premises. Nothing herein is to be interpreted or intended as a waiver of the tort immunity granted Lessee under the Law of the State of Arkansas.

20. **TIME OF ESSENCE.** Time shall be of the essence in this Lease Agreement.

21. **ALL RIGHTS NOT SPECIFIED.** All rights not specifically granted under this Lease shall remain with the Lessor.

22. **ENTIRE AGREEMENT.** This Lease Agreement including Exhibit "A" contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This Lease Agreement supersedes all prior agreements, contracts, and understanding of any kind between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this 27th day of October, 1998.

LESSOR:

BEKKA DEVELOPMENT CO.
An Arkansas Corporation

By: _____
President

ATTEST:

By: _____
Secretary

LESSEE:

CITY OF FAYETTEVILLE, ARKANSAS
A Municipal Corporation

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

FAYETTEVILLE

LEGAL DEPARTMENT
CITY ATTORNEY DIVISION

JERRY E. ROSE, CITY ATTORNEY
LAGAYLE D.MCCARTY, ASST. CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor
Fayetteville City Council

From: Jerry E. Rose, City Attorney

Date: June 9, 2000

Re: **Bekka claims for legal expenses and lost parking**

John Bradberry's letter dated May 25, 2000 asks for the City to pay attorney fees and lost parking revenue under the terms of Bekka's lease dated October 22, 1998 which is attached as part of the agenda packet. I thought these comments may be of some assistance to you in your decision.

1. Attorney fees: Since the filing of what is commonly referred to as the Town Center lawsuit in mid-1999, I have been asked by Bekka on a number of occasions as to what my position was on paying Bekka's attorney fees incurred as a result of their being named a party to the suit. I can recall two conversations with Dianne Boyd and one with Jack Butt. On every occasion I expressed my belief that the City was not legally obligated under the terms of the lease to pay Bekka's attorney fees, but that I thought that the City Council may well feel that in fairness they should pay some or all of those fees and I encouraged them to make a claim.

I do not believe that attorney fees for Bekka's defense of the Town Center suit are covered under the lease agreement. Bekka is accused in the suit of entering into an illegal contract with the City and the suit seeks to void Bekkas lease and requests Bekka refund the money paid under the terms of the lease. I don't think that fits under the lease provisions which are cited by Bekka because I don't believe the defense of the suit is directly or indirectly associated with the leased premises. Instead I believe it is associated with the money Bekka received for the lease which has no relationship whatever with the leased premises. For what it's worth, I readily concede that reasonable legal minds may differ. I also readily concede that Bekka's defense assisted the City in its position and that Jack Butt's able and highly competent legal skills were welcomed by all who supported the City's position. Accordingly, I would have no objections to the City resolving this matter by paying this claim. I just want you to know want you to know that I don't believe you are legally obligated to. Remember that this case is likely to be appealed and I assume more attorney fees may be incurred by Bekka as a result.

2. Lost Parking Revenues: I recall talking to Dianne Boyd and John Bradberry about the City providing alternate parking to Bekka without any additional clause in the lease. I also recall that we were not sure we could find such alternate parking and told Bekka that if they could find alternate parking that the City may compensate them for that cost. I have no memory of nor do I believe there was a discussion of any compensation that was to be made to Bekka under any circumstances for loss of parking revenue. Section 14A of the lease provides that the City pay for relocating and providing parking. We've done that by providing Bekka alternate parking. The lease does not say nor was it intended to say that if Bekka couldn't convince its tenants that they should pay for the use of the alternate parking that the City would compensate Bekka for a loss of revenue. Again, if you wish to settle this claim you're more than welcome to but I can't think of any legal obligation to do so on this one.

If I can provide anything further, just let me know.

/cbp

Bekka Legal Expen.
C. 9. Page 12

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department:	General Government	Date Requested	Adjustment #
2001	Division:	Town Center Construction	March 6, 2001	
	Program:	Town Center Construction		

Project or Item Requested:

Funding of $11,776 for the settlement with Bekka Development for legal fee reimbursement and for parking space lost revenue.

Project or Item Deleted:

None. Recognition of Interest income.

Justification of this Increase:

The request is to fund the claim submitted by Bekka Development.

Justification of this Decrease:

Sufficient cash and investments exist to fund this request.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number					Project Number	
Legal Services	8,546	5600	9600		5314	01		
Rent	3,230	5600	9600		5308	00		

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number					Project Number	
Interest-CMT-A&P Transf	11,776	5600	0960		6708	98		

Approval Signatures

Requested By	Date
Budget Manager	2-22-01 Date
Department Director	Date
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type: A B C (D) E

Date of Approval _____

Posted to General Ledger _____ _____

Posted to Project Accounting _____ _____

Entered in Category Log _____ _____ _____

Blue Copy: Budget & Research / Yellow Copy: Requester

C:\DATA\FORMS\BA-ADJ\BA_01004.WK4

March 2, 2001

CITY COUNCIL
FINAL AGENDA
MARCH 6, 2001

Instructions:

1. Move Item No. 4 under New Business up to No. 3 and move No. 3 under New Business to No. 4.

2. Add Creek Clean up resolution to New Business No. 10.

3. Minutes will be ready on Monday.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA
CITY COUNCIL
MARCH 6, 2001

A meeting of the Fayetteville City Council will be held March 6, 2001 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 W. Mountain Street, Fayetteville, Arkansas.

A. CONSENT

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the February 20, 2001 City Council minutes.

2. **McDONALD'S COST SHARE:** A resolution approving a change order with McDonald's Corporation in the amount of $108,500.00 for the widening of Joyce Boulevard and the associated drainage improvements.

3. **POLICE GRANT:** A resolution accepting the Universal Hiring Grant award in the amount of $450,000.00 and approval of a budget adjustment.

B. OLD BUSINESS

1. **VA 01-1:** An ordinance approving vacation request VA 01-1, submitted by Steve Winkler for property located east of 607 Peach. The property is zoned R-1, Low Density Residential and contains approximately 0.08 acres. The request is to vacate the street right-of-way (Haddon Avenue). The ordinance was left on the first reading at the February 20, 2001 meeting.

2. **CIVIL SERVICE:** An ordinance granting authority to the Fayetteville Civil Service Commission to appoint and remove the Police Chief and Fire Chief; and for other purposes. The ordinance was left on the first reading at the February 20, 2001 meeting.

C. NEW BUSINESS

1. **RZ 01-1.00:** An ordinance approving rezoning request RZ 01-1.00 as submitted by Ben Israel of Dixie Development for property located at 2091 E. Joyce Boulevard. The property is zoned A-1, Agricultural and contains approximately 4.81 acres. The request is to rezone to R-O, Residential Office.

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

2. **RZ 01-2.00:** An ordinance approving rezoning request RZ 01-2.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of J.E. Lindsey Family Limited Partnership for property located south of Chamberland Square and east of Betty Jo Drive to Shiloh Drive. The property is zoned C-2, Thoroughfare Commercial and contains approximately 18.25 acres. The request is to rezone to R-2, Medium Density Residential.

3. **RZ 01-3.00:** An ordinance approving rezoning request RZ 01-3.00 as submitted by Wes Burgess of Crafton, Tull and Associates on behalf of NOARK Girl Scout Council for property located at the northeast corner of Joyce Street and Park Oaks Drive. The property is zoned R-2, Medium Density Residential and contains approximately .48 acres. The request is to rezone to R-O, Residential Office.

4. **SHILOH WEST APARTMENTS:** An ordinance approving a waiver of Ordinance 3793 to accept land and money in lieu as the park land requirement of Shiloh West Apartments Subdivison.

5. **GIS COMPUTER MAPPING:** An ordinance repealing Ordinance 3865 which authorized the City Council to set prices for the sale of GIS Computer Mapping and repealing Resolution 10-95 which set such price.

6. **RURAL FIRE CONTRACT:** An ordinance amending Sec. 33.046, Code of Fayetteville, to establish annual fees for Rural Fire Contracts for the two year period of June 1, 2001 thru May 31, 2003.

7. **RESEARCH AND TECHNOLOGY PARK:** A resolution approving a refund of the purchase price of Lot 1, Research and Technology Park, of approximately 2.5 acres and reimbursement of other costs expended by original purchaser and cancel option issued to Cache Investments for adjoining property.

8. **BEKKA PARKING SPACE REVENUE:** Consideration of a claim by Bekka Development for lost parking space revenue in conjunction with the Town Center. If the claim is approved, approval of a budget adjustment to fund the approved claim is also requested.

9. **BEKKA LEGAL EXPENSES:** Consideration of a claim by Bekka Development for legal expenses in conjunction with the Town Center. A claim for parking rental revenue was approved at the June 20, 2000 meeting of the Fayetteville City Council. If the claim is approved, approval of a budget adjustment to fund the approved claim is also requested.

DRAFT TENTATIVE AGENDA
CITY COUNCIL
MARCH 6, 2001

A meeting of the Fayetteville City Council will be held March 6, 2001 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 W. Mountain Street, Fayetteville, Arkansas.

A. CONSENT

1. **APPROVAL OF THE MINUTES:** Approval of the minutes from the February 20, 2001 City Council minutes.

2. **McDONALD'S COST SHARE:** A resolution approving a change order with McDonald's Corporation in the amount of $108,500.00 for the widening of Joyce Boulevard and the associated drainage improvements.

B. OLD BUSINESS

C. NEW BUSINESS

1. **RZ 01-1.00:** An ordinance approving rezoning request RZ 01-1.00 as submitted by Ben Israel of Dixie Development for property located at 2091 E. Joyce Boulevard. The property is zoned A-1, Agricultural and contains approximately 4.81 acres. The request is to rezone to R-O, Residential Office.

2. **RZ 01-2.00:** An ordinance approving rezoning request RZ 01-2.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of J.E. Lindsey Family Limited Partnership for property located south of Chamberland Square and east of Betty Jo Drive to Shiloh Drive. The property is zoned C-2, Thoroughfare Commercial and contains approximately 18.25 acres. The request is to rezone to R-2, Medium Density Residential.

3. **RZ 01-3.00:** An ordinance approving rezoning request RZ 01-3.00 as submitted by Wes Burgess of Crafton, Tull and Associates on behalf of NOARK Girl Scout Council for property located at the northeast corner of Joyce Street and Park Oaks Drive. The property is zoned R-2, Medium Density Residential and contains approximately .48 acres. The request is to rezone to R-O, Residential Office.

4. **SHILOH WEST APARTMENTS:** An ordinance approving a waiver of Ordinance 3793 to accept land and money in lieu as the park land requirement of Shiloh West Apartments Subdivison.

— add Tech Park - (Magnie.)
— Cecil chaye - (magnie.) Website.

Arkansas Democrat Gazette

MONDAY

March 5, 2001

CITY OF FAYETTEVILLE
FINAL AGENDA-CITY COUNCIL
March 6 2001

A meeting of the Fayetteville City Council will be held March 6, 2001 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 W. Mountain Street, Fayetteville, Arkansas.

NOMINATING COMMITTEE REPORT

A. CONSENT

1. APPROVAL OF THE MINUTES: Approval of the minutes from February 20, 2001 City Council minutes

2. McDONALD'S COST SHARE: A resolution approving a change order with McDonald's Corporation in the amount of $108,500.00 for the widening of Joyce Boulevard and the associated drainage improvements.

3. POLICE GRANT: A resolution accepting the Universal Hiring Grant award in the amount of $450,000.00 and approval of a budget adjustment.

B. OLD BUSINESS

1. VA 01-1: An ordinance approving vacation request VA 01-1, submitted by Steve Winkler for property located east of 607 Peach. The property is zoned R-1, Low Density Residential and contains approximately 0.08 acres. The request is to vacate the street right-of-way (Haddon Avenue). The ordinance was left on the first reading at the February 20, 2001 meeting.

2. CIVIL SERVICE: An ordinance granting authority to the Fayetteville Civil Service Commission to appoint and remove the Police Chief and fire Chief; and for other purposes. The ordinance was left on the first reading at the February 20, 2001 meeting.

C. NEW BUSINESS

1. RZ 01-1.00: An ordinance approving rezoning request RZ 01-1.00 as submitted by Ben Israel of Dixie Development for property located at 2091 E. Joyce Boulevard. The property is zoned A-1, Agricultural and contains approximately 4.81 acres. The request is to rezone to R-O, Residential Office.

2. RZ 01-2.00: An ordinance approving rezoning request RZ 01-2.00 as submitted by Dave Jorgensen of Jorgensen and Associates on behalf of J.E. Lindsey Family Limited Partnership for property located south of Chamberland Square and east of Betty Jo Drive to Shiloh Drive. The property is zoned C-2, Thoroughfare Commercial and contains approximately 18.25 acres. The request is to rezone to R-2, Medium Density Residential.

3. RZ 01-3.00: An ordinance approving rezoning request RZ 01-3.00 as submitted by Wes Burgass of Crafton, Tull and Associates on behalf of NOARK Girl Scout Council for property located at the northeast corner of Joyce Street and Park Oaks Drive. The property is zoned R-2, Medium Density Residential and contains approximately .48 acres. The request is to rezone to R-O, Residential Office.

4. SHILOH WEST APARTMENTS: An ordinance approving of waiver of Ordinance 3793 to accept land and money in lieu as the park land requirement of Shiloh West Apartments Subdivision.

5. GIS COMPUTER MAPPING: An ordinance, repealing Ordinance 3865 which authorized the City Council to set prices for the sale of GIS Computer Mapping and repealing Resolution 10-95 which set such price.

6. RURAL FIRE CONTRACT: An ordinance amending Sec. 33.046, code of Fayetteville, to establish annual fees for Rural Fire Contracts for the two year period June 1, 2001 thru May 31, 2001.

7. RESEARCH AND TECHNOLOGY PARK: A resolution approving a refund of the purchase price of Lot 1, Research and Technology Park, of approximately 2.5 acres and reimbursement of other costs expended by original purchaser and cancel option issued to Cache Investments for adjoining property.

8. BEKKA PARKING SPACE REVENUE: Consideration of a claim by Bekka Development for lost parking space revenue in conjunction with the Town Center. If the claim is approved, approval of a budget adjustment to fund the approved claim is also requested.

9. BEKKA LEGAL EXPENSES: Consideration of a claim by Bekka Development for legal expenses in conjunction with the Town Center. A claim for parking rental revenue was approved at the June 20, 2000 meeting of the Fayetteville City Council. If the claim is approved, approval of a budget adjustment to fund the approved claim is also requested.

10. CREEK CLEANUP: A resolution in support of the April 28, 2001 Fayetteville Creek Cleanup along Scull Creek and other creeks in Fayetteville.

Minutes to be ready Monday.

Council nominates board candidates

By MATT WAGNER
Staff Writer

Two of the 20 applicants who hoped to fill vacancies on various city boards and commissions learned Wednesday they weren't eligible because they aren't Fayetteville residents — a new requirement recently approved by the City Council.

At its Feb. 20 meeting, the council approved a resolution establishing criteria, rules and regulations for appointments to the panels after an ongoing feud between aldermen Cyrus Young and Kevin Santos flared up over whether appointees should be required to be registered voters.

See Candidates / A5

Candidates

■ Continued from A1

Young argued the requirement excluded Fayetteville taxpayers who choose not to vote, while Santos said registering to vote should be a fundamental prerequisite. Ultimately, the council passed the resolution with Young being the sole alderman to vote against it.

Ironically, the registered-voter requirement caused fewer problems than the city-resident condition did when council members conducted interviews Wednesday. Two applicants were immediately eliminated from the running once the council learned they technically weren't city residents.

After conducting five- to 10-minute interviews with each applicant, the council made the following appointments:

■ Larry Bittle, six-year term on the Civil Service Commission.

■ Thomas Campbell, a five-year term on the Construction Board of Adjustments and Appeals.

■ Matt Bodishbaugh, an alternate one-year term on the Construction Board of Adjustments and Appeals.

■ Stan Johnson, an alternate one-year term on the Construction Board of Adjustments and Appeals.

■ Kay DuVal, an unexpired term on the Juvenile Concerns Committee ending May 31.

■ Catherine Roland, an unexpired term on the Juvenile Concerns Committee ending May 31.

■ Alice Bishop, a three-year term on the Planning Commission.

■ Sharon Hoover, a three-year term on the Planning Commission.

■ Don Bunch, a three-year term on the Planning Commission.

■ Sarah Santos, a five-year term on the Library Board of Trustees.

In related business, Alderman Lioneld Jordan said he hoped his fellow council members would encourage more "blue-collar workers" to apply for vacant positions on city boards and commissions in the future. The council usually nominates professionals to fill the openings, and lower-income workers are often "intimidated" by that tendency, he said.

"Somewhere down the line, we've got to have a place for the blue-collar guy on these commissions," Jordan said. "We've got to get these people involved in city government. That's something we need to address in the future."

The council will ratify the nominations at its March 6 meeting.